



JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
STATE CAPITOL
P.O. BOX 44294, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804
(225) 342-2062

SENATOR BODI WHITE
CHAIRMAN

REVISED

NOTICE OF MEETING

June 4, 2021

9:30 A.M.

House Committee Room 5

A G E N D A

ITEM #13 CHANGED

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 Agenda
4. Update on the emergency contract for pharmacy benefit manager services in accordance with the provisions of R.S. 42:802.
5. Review and approval of amendments to the contract between the Division of Administration Office of Technology Services and Technology Engineers, Inc. (TEI) for software development and data management support on behalf of the Louisiana Oil Spill Coordinator's Office (LOSCO) in accordance with the provisions of R.S. 39:1615(J).
6. Review and approval of amendments to the contract between the Department of Health and Maximus Health Services, Inc. for the provision of comprehensive enrollment broker services in accordance with the provisions of R.S. 39:1615(J).
7. Review and approval of amendments to the contract between the Louisiana Military Department and APTIM Environmental and Infrastructure, LLC for maintenance management, preventive maintenance services, and emergency repair services of the utility systems infrastructure at Camp Minden in Minden, Louisiana in accordance with the provisions of R.S. 39:1615(J).

8. Review of amendments to the contract between the Louisiana Board of Pharmacy and Appriss, Inc. for the Prescription Monitoring Program (PMP) in accordance with the provisions of R.S. 39:1615(J)
9. Review of amendments to the contract between the Louisiana Commission on Law Enforcement and William Ross, Genoa Group LLC for the Crime Victims Case Management Tracking System in accordance with the provisions of R.S. 39:1615(J)
10. Review of cooperative endeavor agreements between the Louisiana Department of Health, Office for Citizens with Developmental Disabilities and the following providers in accordance with the provisions of R.S. 39:366.11:
 - A. The Arc of Acadiana, Inc.
 - B. Crossroads of Louisiana, Inc.
 - C. Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services
 - D. Harmony Center, Inc.
 - E. Harmony Center, Inc. (HCI)(for high risk individuals)
 - F. Magnolia Community Services
 - G. Alexander Milne Developmental Services
11. Review and approval of the Sabine River Authority's FY 2021-2022 budget in accordance with the provisions of R.S. 38:2324(B)(1).
12. Review and approval of the Fiscal Year 2021-2022 operating budgets for the following state retirement systems, as required by R.S. 11:176 and R.S. 39:81:
 - A. Teachers' Retirement System of Louisiana
 - B. Louisiana State Employees' Retirement System
 - C. Louisiana School Employees' Retirement System
 - D. Louisiana State Police Retirement System
13. **In accordance with the provisions of R.S. 24:653(E), interpretation of the legislative intent for certain funding allocations contained in the 2021/2022 appropriation bills of the 2021 Regular Legislative Session of the Legislature.**
14. Review and approval of expenditure allocation changes from the Commissioner of Administration in accordance with Act 1, Section 5(D), of the 2020 First Extraordinary Session of the Legislature.
15. 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.
16. 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.
17. 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.

18. Update from the Louisiana Workforce Commission on unemployment and layoff notifications.

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 accordance with Senate Rule 13.79, in lieu of appearing before the committee. 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)**

May 2021

	<u>APRIL 2021</u>	<u>MAY 2021</u>	<u>MAY 2021 Over/(Under) APRIL 2021</u>
<u>GENERAL FUND REVENUE</u>			
Revenue Estimating Conference, January 19, 2021	\$9,452.800	\$9,809.900	\$357.100
Use of the Budget Stabilization Fund	\$90.063	\$90.063	\$0.000
FY 19-20 Revenue Carried Forward into FY 20-21	\$67.251	\$67.251	\$0.000
Total Available General Fund Revenue	<u>\$9,610.114</u>	<u>\$9,967.214</u>	<u>\$357.100</u>
<u>APPROPRIATIONS AND REQUIREMENTS</u>			
Non-Appropriated Constitutional Requirements			
Debt Service	\$429.802	\$429.802	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	<u>\$521.125</u>	<u>\$521.125</u>	<u>\$0.000</u>
Appropriations			
General (Act 1 of 2020 1ES, Act 45 of 2020 2ES)	\$8,577.119	\$8,577.119	\$0.000
Ancillary (Act 11 of 2020 1ES)	\$0.000	\$0.000	\$0.000
Judicial (Act 7 of 2020 1ES, Act 45 of 2020 2ES)	\$154.508	\$154.508	\$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	<u>\$8,792.870</u>	<u>\$8,792.870</u>	<u>\$0.000</u>
Total Appropriations & Non-Appropriated Constitutional Requirements	<u>\$9,313.995</u>	<u>\$9,313.995</u>	<u>\$0.000</u>
Other Requirements			
Funds Transfer Bill (Act 10 of 2020 1ES)	\$3.001	\$3.001	\$0.000
Total Other Requirements	<u>\$3.001</u>	<u>\$3.001</u>	<u>\$0.000</u>
Total Appropriations and Requirements	<u>\$9,316.996</u>	<u>\$9,316.996</u>	<u>\$0.000</u>
General Fund Revenue Less Appropriations and Requirements	<u>\$293.118</u>	<u>\$650.218</u>	<u>\$357.100</u>

II. FY 2019-2020 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. "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

FY20 GENERAL FUND DIRECT SURPLUS/DEFICIT - ESTIMATED (millions)

FY19 Surplus/(Deficit)		534.510
Other Obligations Against Cash Carried Over from FY19 to FY20		
General Fund - Direct Carryforward	87.892	
Unappropriated Use of FY17 & FY18 Surpluses	1.234	
Other Receipts	1.061	
Total Other Obligations Against Cash Carried Over from FY19 to FY20		90.187
FY20 General Fund - Adjusted Direct Revenues:		9,846.211
Total General Funds Available for Expenditure in FY20		10,470.907
FY20 General Fund - Direct Appropriations & Requirements:		
Draws of General Fund - Direct Appropriations	(8,939.381)	
General Obligation Debt Service	(446.004)	
Transfer to the Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Coastal Protection & Restoration Fund - R.S. 49:214.5.4	(9.815)	
Transfers - Per Statute and Legislative Action	(120.982)	
Other Transfers	(0.344)	
FY19 Surplus - Appropriated or Transferred	(534.510)	
Total FY20 General Fund - Direct Appropriations & Requirements		(10,141.035)
General Fund Direct Cash Balance		329.873
Obligations Against the General Fund Direct Cash Balance		
Unappropriated Use of FY17 & FY 18 Surplus	(1.234)	
Pending FY20 adjustments to be completed in FY21	9.047	
General Fund - Direct Carryforwards from FY20 to FY21	(67.251)	
Total Obligated General Fund Direct		(59.438)
Net General Fund Direct Surplus/(Deficit)		270.434
Certification in accordance with R.S. 39:75A(3)(a)		\$270,434,310

III. Current Year Items Requiring Action

See the latest versions of HB 515 & HB 516 of the 2021 Regular Session

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 FY22 at the earliest and Katrina in FY23, but could extend beyond the 5-year baseline projection window.

Hurricane & Storm Damage Risk Reduction System (HSDRRS)

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 system 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. In December 2020, Congress authorized the forgiveness of the construction interest charged on the HSDRRS with the following requirements: (1.) Initial principal payment of \$400M prior to September 30, 2021, (2.) Remaining principal to be paid by September 30, 2023. The administration's recommendation is to replace a 30-year annual federal payment obligation of \$100.9M at 4.375% with a 20-year State GO Debt at rates

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

	Official Current Fiscal Year 2020-2021	Ensuing Fiscal Year 2021-2022	Projected Fiscal Year 2022-2023	Projected Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025
REVENUES:					
Taxes, Licenses & Fees	\$12,264,200,000	\$12,296,300,000	\$12,610,100,000	\$12,831,900,000	\$13,024,900,000
Less Dedications	(\$2,454,300,000)	(\$2,408,800,000)	(\$2,445,700,000)	(\$2,473,800,000)	(\$2,595,900,000)
TOTAL REC REVENUES	\$9,809,900,000	\$9,887,500,000	\$10,164,400,000	\$10,358,100,000	\$10,429,000,000
ANNUAL REC GROWTH RATE		0.79%	2.80%	1.91%	0.68%
Other Revenues:					
Carry Forward Balances	\$67,251,068	\$0	\$0	\$0	\$0
Use of Budget Stabilization Fund	\$90,062,911	\$0	\$0	\$0	\$0
Total Other Revenue	\$157,313,979	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$9,967,213,979	\$9,887,500,000	\$10,164,400,000	\$10,358,100,000	\$10,429,000,000
EXPENDITURES:					
General Appropriation Bill (Act 1 of 2020 1ES, Act 45 of 2020 2ES)	\$8,509,867,982	\$9,780,795,491	\$9,960,805,471	\$10,166,472,989	\$10,321,473,997
Ancillary Appropriation Bill (Act 11 of 2020 1ES)	\$0	\$0	\$17,098,864	\$21,681,710	\$26,424,956
Non-Appropriated Requirements	\$521,124,619	\$530,762,529	\$539,555,216	\$550,002,875	\$567,578,758
Judicial Appropriation Bill (Act 7 of 2020 1ES, Act 45 of 2020 2ES)	\$154,508,439	\$156,402,678	\$158,181,722	\$160,171,855	\$160,171,854
Legislative Appropriation Bill (Act 8 of 2020 1ES)	\$61,242,871	\$61,242,871	\$61,255,154	\$61,251,415	\$61,247,902
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)	\$9,246,743,911	\$10,529,203,569	\$10,747,058,863	\$10,969,743,280	\$11,147,059,903
ANNUAL ADJUSTED GROWTH RATE		13.87%	2.07%	2.07%	1.62%
Other Expenditures:					
Carryforward BA-7s Expenditures	\$67,251,068	\$0	\$0	\$0	\$0
Supplemental Bill (Act 255 of 20 RS); Funds Bills (Act 362 of 2019 RS and Act 10 of 20 1ES)	\$3,001,000	\$0	\$0	\$0	\$0
27th Pay Period occurring in FY22-23	\$0	\$0	\$62,508,941	\$0	\$0
Total Other Expenditures	\$70,252,068	\$0	\$62,508,941	\$0	\$0
TOTAL EXPENDITURES	\$9,316,995,979	\$10,529,203,569	\$10,809,567,804	\$10,969,743,280	\$11,147,059,903
PROJECTED BALANCE	\$650,218,000	(\$641,703,569)	(\$645,167,804)	(\$611,643,280)	(\$718,059,903)

Oil Prices included in the REC forecast.

\$51.00

\$58.93

\$59.41

\$61.36

\$62.54

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

BA-7 AGENDA

May 2021 – RE-REVISED

Re-Revised
R4 HIED Withdrawn

A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

- | | | |
|----|-----------------|--|
| 1a | EXEC | Executive Department
(01-111) Governor's Office of Homeland Security & Emergency Preparedness |
| 1b | PSAF | Department of Public Safety and Corrections
(08B-422) Office of State Fire Marshal |
| 2 | CRT | Department of Culture, Recreation and Tourism
(06-265) Office of Cultural Development |
| 3 | LDH | Louisiana Department of Health
(09-326) Office of Public Health |
| 4 | HIED | Higher Education
(19-620) University of Louisiana Board of Supervisors |

Withdrawn



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 *CAK*
Alan Boxberger, LFO Staff Director *AMB*

Date: June 1, 2021

Subject: Joint Legislative Committee on the Budget Meeting
June 4, 2021

Attached are the revised Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the June 4th meeting of the Joint Legislative Committee on the Budget. The only change is removal of BA-7 Agenda Item #4 subsequent to the University of Louisiana Board of Supervisors withdrawing the item for consideration.

The LFO recommends approval of all remaining BA-7's.

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

LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Executive

AGENDA NO.: 1A

AGENCY: Homeland Security & Emergency Prep

ANALYST: Monique Appeaning

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Administrative	\$2,393,467	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$2,393,467			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
Total	<u>\$2,393,467</u>	Total	<u>\$2,393,467</u>	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Fees & Self-generated Revenues budget authority by \$2,393,467 to receive reimbursements from the states of Florida, North Carolina, and South Carolina to cover expenses incurred by activation of LA's Emergency Assistance Compact (EMAC) when assisting with Hurricane Florence in FY 19 in North Carolina and South Carolina, Hurricane Dorian in FY 20 in Florida and providing assistance to the state of Mississippi, Department of Corrections riot in FY 20. This BA-7 provides GOHSEP with the budget authority needed to repay or pass through the funds for expenses incurred for emergency responses in support of the requesting states.

BACKGROUND

EMAC is an all-hazards and all disciplines mutual aid compact that serves as the cornerstone of the nation's mutual aid system. EMAC is a national disaster-relief compact ratified by the U.S. Congress and signed into law in 1996 (Public Law 104-321). Through EMAC, 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands have enacted legislation to become EMAC members. EMAC offers assistance during governor-declared states of emergency or disaster through a responsive, straightforward system that allows states to send personnel, equipment, and commodities to assist with response and recovery efforts in other states.

The state departments, state agencies, and city that provided support were as follows:

- \$1,381,975 - Department of Public Safety – Office of the State Fire Marshal provided support during Hurricane Florence in South Carolina in FY 19 and Hurricane Dorian in Florida in FY 20.
- \$24,393 - New Orleans Fire Department provided support to the state of North Carolina for Hurricane Florence in FY 19.
- \$871,782 - Department of Health provided assistance associated with Hurricane Dorian in Florida in FY 20.
- \$3,755 - Department of Agriculture and Forestry provided assistance associated with Hurricane Dorian in Florida in FY 20.
- \$16,852 - Department of Children and Families provided assistance associated with Hurricane Dorian in Florida in FY 20.
- \$94,710 - Department of Corrections provided support to the Mississippi Department of Corrections with a riot in FY 20.

Please note, information provided by GOHSEP on May 5th reflects that the agency has received \$874,287 and anticipates receiving the remaining \$1,519,180 before the end of the fiscal year.

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: DPSC Public Safety Services

AGENDA NO.: 1B

AGENCY: State Fire Marshal

ANALYST: Patrice Thomas

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Fire Prevention	\$761,819	0
Interagency Transfers:	\$761,819			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
Total	\$761,819	Total	\$761,819	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase IAT budget authority by \$761,819 to receive reimbursements from the Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP) to cover expenses incurred by activation of LA's Emergency Assistance Compact (EMAC) when assisting with Hurricane Florence and its aftermath in August through September 2018, as well as Hurricane Dorian and its aftermath in August through September 2019. The original source of revenues is SGR reimbursed to GOHSEP from the states of South Carolina for Hurricane Florence and Florida for Hurricane Dorian. **This is a Companion BA-7 to item #1A.**

EMAC is an all hazards and all disciplines mutual aid compact that serves as the cornerstone of the nation's mutual aid system. EMAC is a national disaster-relief compact ratified by the U.S. Congress and signed into law in 1996 (Public Law 104 -321). Through EMAC, 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands have enacted legislation to become EMAC members. EMAC offers assistance during governor-declared states of emergency or disaster through a responsive, straightforward system that allows states to send personnel, equipment, and commodities to assist with response and recovery efforts in other states.

This BA-7 increases authority in the Other Charges (\$641,819) and Personnel Service (\$120,000) expenditure category associated with activation of the EMAC as detailed below.

Hurricane Florence - Local Fire Departments - \$254,131

Expenditures incurred by various local fire departments throughout the state for the deployment of firefighters for research, rescue, and recovery activities.

Shreveport Fire Department	\$23,108
Central Fire Department	\$2,436
Zachary Fire Department	\$20,561
New Orleans Fire Department	\$120,622
Shreveport Fire Department	\$2,032
St. Bernard Parish Fire Department	\$27,077
East Side Fire Protection District #5	\$8,371
Lafourche Fire Department	\$17,180
Monroe Fire Department	\$10,218
Ouachita Parish Fire Department	\$14,621
West Monroe Fire Department	\$102
Houma Fire Department	\$3,874
West Baton Rouge Fire District #1	\$3,929
Total	\$254,131

LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

Hurricane Dorian - Local Fire Departments and EMS - \$387,598

Expenditures incurred by various local fire departments throughout the state that deployed firefighters for urban search and rescue activities.

St. George Fire Protection District	\$9,701
Central Fire Department	\$3,587
Pineville Fire Department	\$7,529
Zachary Fire Department	\$9,717
Baton Rouge Fire Department	\$171,847
Natchitoches Fire Department	\$1,743
Houma Fire Department	\$8,683
Lafourche Fire District #3	\$28,094
Monroe Fire Department	\$22,025
Ouachita Fire Department	\$20,051
Ruston Fire Department	\$1,921
New Orleans Emergency Medical Services	\$21,864
New Orleans Fire Department	\$80,836
Total	\$387,598

Hurricane Dorian - Klaas Kids Foundation - \$90

Expenditures for mileage reimbursement to the Klaas Kid Foundation, a volunteer organization. The foundation provided K-9 teams with cadaver dogs.

Hurricane Dorian - State Fire Marshal - \$120,000

Salary (\$80,000) and related benefit (\$40,000) expenditures incurred by the State Fire Marshal on staff deployed for urban search and rescue activities.

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.: 2

AGENCY: Cultural Development

ANALYST: Willie Marie Scott

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Cultural Development	\$0	0
Interagency Transfers:	\$0	Arts	\$275,653	0
Self-Generated Revenue:	\$86,000	Administrative	\$0	0
Statutory Dedications:	\$0			
Federal Funds:	\$189,653			
Total	\$275,653	Total	\$275,653	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase the Office of Cultural Development budget authority by \$86,000 SGR and \$189,653 Federal from the National Endowment for the Arts. The SGR is from three (3) grants awarded by The Poetry Foundation (\$3,000), the National Assembly of State Arts Agencies (\$23,000), and South Arts/National Endowment for the Arts (\$60,000).

The Poetry Foundation funding will be used to make the 2021 virtual state/territorial finals more accessible and equitable to participating students. Since 2005, Poetry Out Loud: National Recitation Contest is part of a national program in partnership with all 50 states, the District of Columbia, the US Virgin Islands, and Puerto Rico that encourages high school students to learn about poetry memorization, performance, and competition. Poetry Out Loud offers cash prizes and school stipends annually and provides free teacher resources and a comprehensive website on state and national finals. Funds may provide for WIFI hotspots, Zoom licenses, tablets, lighting, cameras, mics/audio equipment, and virtual captioning.

The National Assembly of State Arts Agencies provides funding to implement the Creative Aging Louisiana project activities to advance creative aging. LA will expand its existing pilot creative aging project to include the entire state. The teaching artists will work in their respective communities to develop the LA Division of the Arts's work with seniors and senior communities. This program is part of the state accessibility plan to bring arts to underserved individuals. The grant term is March 1, 2021 - August 31, 2022.

The South Arts/National Endowment for the Arts' CARES Act program has partnered with the LA Division of Arts to award 20 grants for \$3,000 each to rural-based arts organizations and culturally specific arts organizations that contribute to the Southern arts community. The following arts organizations will receive \$3,000 each for a total of \$60,000.

- * *New Orleans* (\$6,000) - Ellis Marsalis Center for Music and The Guardian Institute
- * *NE Louisiana Arts Council* (\$6,000) - Princess Theatre (Winnsboro) and Schepis Foundation/Museum (Columbia)
- * *Arts Council of Central Louisiana* (\$6,000) - Arts & Humanities Council of Avoyelles (Marksville) and Centennial Cultural Center (Olla)
- * *St. Tammany Commission on Cultural Affairs* (\$3,000) - Playmakers Theater (Covington)
- * *Acadiana Center for the Arts* (\$9,000) - NUNUS Arts Collective (Arnaudville), ACLA Acadiana Latin Community (Lafayette), and Festival of Words (Grand Coteau)
- * *Arts Council of Greater Baton Rouge* (\$9,000) - West Baton Rouge Museum (Port Allen), River Road African American Museum (Donaldson), and Akashleena Literary & Cultural Organization (Prairieville)
- * *Bayou Regional Arts Council* (\$6,000) - St. John Theatre, Inc. (Reserve) and Cajun Music Preservation Society (Thibodeaux)
- * *Arts & Humanities Council of SW Louisiana* (\$6,000) - Black Heritage Festival with the proceeds benefitting the Black Heritage Gallery (Lake Charles) and Real Art Deridder (Deridder)
- * *Shreveport Regional Arts Council* (\$9,000) - Ford Museum - History & Arts of Claiborne Parish (Homer), Mahogany Theatre Ensemble (Shreveport), and Natchitoches Tribe (Campiti)

The National Endowment for the Arts provides an additional \$189,653 Federal funding from the CARES Act due to an increase in the grant amount by \$455,700 to a total of \$1,206,300. The Office of Cultural Development/Division of Arts indicates only \$189,663 of the \$455,700 is required in FY 21. The additional funding will support salaries, administration costs,

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

and related sub granting to the nonprofit arts sector in response to the COVID-19 pandemic. These funds are provided on a non-matching basis with no state or local cost share required.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years. However, all costs incurred for the National Assembly of State Arts Agencies grant may extend into FY 22.

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: Health

AGENDA NO.: 3

AGENCY: Public Health

ANALYST: Tanesha Morgan

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Public Health Services	\$56,955,505	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$56,955,505			
Total	\$56,955,505	Total	\$56,955,505	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase federal expenditure authority in the amount of \$56,955,505 in FY 21 for the Office of Public Health (OPH). The funds are associated with a federal grant award for COVID-19 testing activities. The grant was awarded to OPH by the US Department of Health and Human Services. There is no state match requirement.

Without this BA-7 approval, OPH does not have adequate budget authority to pay vendors for COVID-19 testing for the months of March, April, May, and June. Invoices received for the month of March totaled approximately \$14 M. Invoices for April, May, and June are anticipated to average approximately \$14.23 M. Therefore, OPH is requesting an increase in federal funds budget authority of \$56.9 M (\$14.23 M x 4 months).

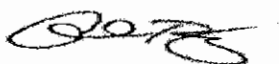
II. IMPACT ON FUTURE FISCAL YEARS

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: Executive Department		FOR OPB USE ONLY				
AGENCY: GOHSEP		OPB LOG NUMBER <i>198R</i>		AGENDA NUMBER <i>1a</i>		
SCHEDULE NUMBER: 01-111		Approval and Authority:				
SUBMISSION DATE: April 29, 2021						
AGENCY BA-7 NUMBER: 16-111-07						
HEAD OF BUDGET UNIT: James Waskom						
TITLE: Director						
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	\$3,585,678			\$3,585,678		
INTERAGENCY TRANSFERS	\$2,008,365			\$2,008,365		
FEES & SELF-GENERATED	\$250,085	\$2,393,467		\$2,643,552		
Regular Fees & Self-generated	\$250,085	\$2,393,467		\$2,643,552		
Subtotal of Fund Accounts from Page 2						
STATUTORY DEDICATIONS	\$443,852,556			\$443,852,556		
Subtotal of Dedications from Page 2	\$443,852,556			\$443,852,556		
FEDERAL	\$1,867,789,605			\$1,867,789,605		
TOTAL	\$2,317,486,289	\$2,393,467		\$2,319,879,756		
AUTHORIZED POSITIONS	56			56		
AUTHORIZED OTHER CHARGES	232			232		
NON-TO FTE POSITIONS						
TOTAL POSITIONS	288			288		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100 - Administrative	\$2,317,486,289	56	\$2,393,467		\$2,319,879,756	56
Other Charges Positions		232				232
Subtotal of programs from Page 2:						
TOTAL	\$2,317,486,289	288	\$2,393,467		\$2,319,879,756	288

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

DEPARTMENT: Executive Department	FOR OPB USE ONLY	
AGENCY: GOHSEP	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 01-111		
SUBMISSION DATE: April 29, 2021	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 16-111-07		

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]			
[Select Fund Account]			
SUBTOTAL (to Page 1)			
STATUTORY DEDICATIONS			
State Emergency Response Fund (V29)	\$11,201,246		\$11,201,246
Coronavirus Local Recovery Allocation Fund (V39)	\$432,651,310		\$432,651,310
[Select Statutory Dedication]			
[Select Statutory Dedication]			
[Select Statutory Dedication]			
[Select Statutory Dedication]			
SUBTOTAL (to Page 1)	\$443,852,556		\$443,852,556

--

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:						
SUBTOTAL (to Page 1)						

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 request is Self-Generated EMAC. See Attachment A for further details.

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					
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED	\$2,393,467	(\$2,393,467)			
STATUTORY DEDICATIONS					
FEDERAL					
TOTAL	\$2,393,467	(\$2,393,467)			

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

Not Applicable

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

This request is necessary in order for the agency to have necessary budget authority to complete the fiscal year.

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 BA-7 is not after the fact.

**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 request is to allow GOHSEP to receive funds from other states that were impacted by recent disaster events, through the Emergency Management Assistance Compact (EMAC) agreement. This will allow for the repayment (or pass through) of expenses incurred by Louisiana state and local agencies for emergency responses in support of those requesting states.

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?)*

Not applicable

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

This request is necessary in order for the agency to have necessary budget authority to complete the fiscal year.

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

Not applicable

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

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	\$3,585,678		\$3,585,678				
Interagency Transfers	\$2,008,365		\$2,008,365				
Fees & Self-Generated *	\$250,085	\$2,393,467	\$2,643,552	(\$2,393,467)			
Statutory Dedications **	\$443,852,556		\$443,852,556				
FEDERAL FUNDS	\$1,867,789,605		\$1,867,789,605				
TOTAL MOF	\$2,317,486,289	\$2,393,467	\$2,319,879,756	(\$2,393,467)			
EXPENDITURES:							
Salaries	\$4,144,938		\$4,144,938				
Other Compensation							
Related Benefits	\$1,995,394		\$1,995,394				
Travel	\$5,000		\$5,000				
Operating Services							
Supplies	\$199,430		\$199,430				
Professional Services							
Other Charges	\$2,305,165,364	\$2,393,467	\$2,307,558,831	(\$2,393,467)			
Debt Services							
Interagency Transfers	\$5,976,163		\$5,976,163				
Acquisitions							
Major Repairs							
UNALLOTTED							
TOTAL EXPENDITURES	\$2,317,486,289	\$2,393,467	\$2,319,879,756	(\$2,393,467)			
POSITIONS							
Classified							
Unclassified	56		56				
TOTAL T.O. POSITIONS	56		56				
Other Charges Positions	232		232				
Non-TO FTE Positions							
TOTAL POSITIONS	288		288				
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$250,085	\$2,393,467	\$2,643,552				
[Select Fund Account]							
[Select Fund Account]							
**Statutory Dedications:							
State Emergency Response Fund (V29)	\$11,201,246		\$11,201,246				
Coronavirus Local Recovery Allocation Fund (V39)	\$432,651,310		\$432,651,310				
[Select Statutory Dedication]							

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>ADMINISTRATIVE</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT			\$2,393,467			\$2,393,467
EXPENDITURES:						
Salaries						
Other Compensation						
Related Benefits						
Travel						
Operating Services						
Supplies						
Professional Services						
Other Charges			\$2,393,467			\$2,393,467
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES			\$2,393,467			\$2,393,467
OVER / (UNDER)						
POSITIONS						
Classified						
Unclassified						
TOTAL T.O. POSITIONS						
Other Charges Positions						
Non-TO FTE Positions						
TOTAL POSITIONS						

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. The general purpose of BA-7 #16-111-07 is to allow GOHSEP to receive funds from other states that were impacted by recent disaster events, through the Emergency Management Assistance Compact (EMAC) agreement. This will allow for the repayment (or pass through) of expenses incurred by Louisiana state and local agencies for emergency responses in support of those requesting states.

REVENUES

- 5 & 7. The revenues associated with this request are Self Generated EMAC. GOHSEP is currently budgeted \$250,085 in Self Generated funds. Approval of this BA-7 will increase Self Generated budget authority to \$2,643,552.

EXPENDITURES

9. The Other Charges expenditure category will be adjusted as a result of this BA-7.

11.	Object/GL	Description	Amount	MOP
	3646/5610003	Other Charges - Other Public Assistance & Grants	\$2,393,467	SELF GENERATED EMAC
		TOTAL	\$2,393,467	

OTHER

12. Christina Dayries
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Chad Felterman
Budget Director
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Chad.Feltermann@la.gov

BA-7 16-111-07 Attachment A

EMAC CLAIMS - DPS/Office of State Fire Marshal						
	Year	Disaster	State	Total Amount of Claim	Amount Paid to DPS	Reimbursement from State(s)
1501-RR-8048	18-19	Florence	S. Carolina	678,701.37	376,740.65	570,476.80
1501-RR-8049	18-19	Florence	S. Carolina	153,322.42	131,973.30	109,695.80
1501-RR-8050	18-19	Florence	S. Carolina	220,291.40	111,442.77	194,414.53
1654-RR-9004, 9005, 9006	19-20	Dorian	Florida	507,688.31		507,688.31
				1,560,003.50	620,156.72	874,287.11
						Due to OSFM
						761,818.70

Will be covered by reducing reimbursement

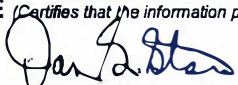
GOHSEP will send recoupment letter

GOHSEP will reimburse these agencies by June 30th

EMAC CLAIMS - due to other agencies						
	Year	Disaster	State	Total Amt of Claim	Amount Paid to Agency	Reimbursement from State(s)
1502-RR-8069 - N.O. Fire Dept	18-19	Florence	N. Carolina	24,393.46		
1654-RR-8970 - LDH	19-20	Dorian	Florida	872,752.29		(970.50)
1654-RR-8981 - LDAF	19-20	Dorian	Florida	3,754.74		
1654-RR-9039 - DCFS	19-20	Dorian	Florida	3,484.77		13,366.83
1781-RR-9498 - MS Dept of Corrections	19-20	MDOC riot	Mississippi	94,709.97		94,709.97
				1,011,491.56	904,385.26	108,076.80

Check received, pending classification
 874,287.11
 1,519,793.7
 2,393,466.98 Total

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

DEPARTMENT: Department of Public Safety			FOR OPB USE ONLY			
AGENCY: Office of State Fire Marshal			OPB LOG NUMBER <div style="font-size: 1.5em; color: blue;">200R</div>		AGENDA NUMBER <div style="font-size: 1.5em; color: blue;">16</div>	
SCHEDULE NUMBER: 08B-422			Approval and Authority:			
SUBMISSION DATE: April 29, 2021						
AGENCY BA-7 NUMBER: 17-422-02						
HEAD OF BUDGET UNIT: H. "Butch" Browning						
TITLE: State Fire Marshal						
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	\$2,000,000		\$2,000,000			
INTERAGENCY TRANSFERS	\$3,938,259	\$761,819	\$4,700,078			
FEES & SELF-GENERATED	\$2,500,000		\$2,500,000			
Regular Fees & Self-generated	\$2,500,000		\$2,500,000			
Subtotal of Fund Accounts from Page 2						
STATUTORY DEDICATIONS	\$20,997,573		\$20,997,573			
Subtotal of Dedications from Page 2	\$20,997,573		\$20,997,573			
FEDERAL	\$90,600		\$90,600			
TOTAL	\$29,526,432	\$761,819	\$30,288,251			
AUTHORIZED POSITIONS	176		176			
AUTHORIZED OTHER CHARGES						
NON-TO FTE POSITIONS	10		10			
TOTAL POSITIONS	186		186			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100-Fire Prevention	\$29,526,432	186	\$761,819		\$30,288,251	186
Subtotal of programs from Page 2:						
TOTAL	\$29,526,432	186	\$761,819		\$30,288,251	186

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

DEPARTMENT: Department of Public Safety	FOR OPB USE ONLY	
AGENCY: Office of State Fire Marshal	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 08B-422		
SUBMISSION DATE: April 29, 2021	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 17-422-02		

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			
Sex Offender Registry Technology Fund Account			
[Select Fund Account]			
SUBTOTAL (to Page 1)			
STATUTORY DEDICATIONS			
Louisiana Manufactured Housing Commission Fund (V20)	\$305,775		\$305,775
Louisiana Fire Marshal Fund (P01)	\$17,666,798		\$17,666,798
Two Percent Fire Insurance Fund (I03)	\$1,750,000		\$1,750,000
Louisiana Life Safety and Property Protection Trust Fund (P32)	\$725,000		\$725,000
Volunteer Firefighters Tuition Reimbursement Fund (P43)	\$250,000		\$250,000
Industrialized Building Program Fund (P36)	\$300,000		\$300,000
SUBTOTAL (to Page 1)	\$20,997,573		\$20,997,573

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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:						
SUBTOTAL (to Page 1)						

**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 request is Interagency Transfer from GOHSEP related to funds from other states that were impacted by recent disaster events, through the Emergency Management Assistance Compact (EMAC) agreement. See Attachment A for further details.

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					
INTERAGENCY TRANSFERS	\$761,819	(\$761,819)			
FEES & SELF-GENERATED					
STATUTORY DEDICATIONS					
FEDERAL					
TOTAL	\$761,819	(\$761,819)			

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

This action will 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.

This request is necessary to provide OSFM with budget authority to make necessary expenditures through the end of the fiscal year.

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 BA-7 is not after the fact.

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 request is necessary in order for the agency to have necessary budget authority to receive funds from GOHSEP related to Emergency Management Assistance Compact (EMAC) missions performed in other states during recent disasters. These funds will be used to reimburse OSFM for incurred expenses, as well as to reimburse local fire departments for their expenses during these events.

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?)*

Not applicable

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

Not applicable

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

Not applicable

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: FIRE PREVENTION

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	\$2,000,000		\$2,000,000				
Interagency Transfers	\$651,000	\$761,819	\$1,412,819	(\$761,819)			
Fees & Self-Generated *	\$2,500,000		\$2,500,000				
Statutory Dedications **	\$20,997,573		\$20,997,573				
FEDERAL FUNDS	\$90,600		\$90,600				
TOTAL MOF	\$26,239,173	\$761,819	\$27,000,992	(\$761,819)			
EXPENDITURES:							
Salaries	\$10,849,539	\$80,000	\$10,929,539	(\$80,000)			
Other Compensation	\$312,576		\$312,576				
Related Benefits	\$6,558,405	\$40,000	\$6,598,405	(\$40,000)			
Travel	\$197,000		\$197,000				
Operating Services	\$1,151,202		\$1,151,202				
Supplies	\$432,417		\$432,417				
Professional Services	\$7,219		\$7,219				
Other Charges	\$3,320,629	\$641,819	\$3,962,448	(\$641,819)			
Debt Services							
Interagency Transfers	\$3,410,186		\$3,410,186				
Acquisitions							
Major Repairs							
UNALLOTTED							
TOTAL EXPENDITURES	\$26,239,173	\$761,819	\$27,000,992	(\$761,819)			
POSITIONS							
Classified	166		166				
Unclassified	10		10				
TOTAL T.O. POSITIONS	176		176				
Other Charges Positions							
Non-TO FTE Positions	10		10				
TOTAL POSITIONS	186		186				
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$2,500,000		\$2,500,000				
**Statutory Dedications:							
Louisiana Manufactured Housing Commission Fund (V20)	\$305,775		\$305,775				
Louisiana Fire Marshal Fund (P01)	\$17,666,798		\$17,666,798				
Two Percent Fire Insurance Fund (I03)	\$1,750,000		\$1,750,000				
Louisiana Life Safety and Property Protection Trust Fund (P32)	\$725,000						
Volunteer Firefighters Tuition Reimbursement Fund (P43)	\$250,000						
Industrialized Building Program Fund (P36)	\$300,000						

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: FIRE PREVENTION

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT		\$761,819				\$761,819

EXPENDITURES:						
Salaries		\$80,000				\$80,000
Other Compensation						
Related Benefits		\$40,000				\$40,000
Travel						
Operating Services						
Supplies						
Professional Services						
Other Charges		\$641,819				\$641,819
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES		\$761,819				\$761,819

OVER / (UNDER)						
----------------	--	--	--	--	--	--

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

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. The general purpose of BA-7 #17-422-02 is to allow OSFM to receive funds from GOHSEP related to Emergency Management Assistance Compact (EMAC) missions performed in other states during recent disasters. These funds will be used to reimburse OSFM for incurred expenses, as well as to reimburse local fire departments for their expenses during these events.

REVENUES

4. The revenues associated with this request are Interagency Transfers. OSFM is currently budgeted \$3,938,259 in Interagency Transfers. Approval of this BA-7 will increase Interagency Transfers to \$4,700,078.

EXPENDITURES

9. The Salaries, Related Benefits, and Other Charges expenditure categories will be adjusted as a result of this BA-7.

OBJECT CODE	AMOUNT	MOF
5110015 - Salaries-Overtime	\$80,000	Interagency Transfers
5130010 - Related Benefits - Retirement	\$40,000	Interagency Transfers
5610002 - Other Charges-Aid to Locals	\$641,819	Interagency Transfers
TOTAL	\$761,819	

OTHER

12. Jason Starnes
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Budget Director
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Chad.Feltermann@la.gov

BA-7 17-422-02 Attachment A

EMAC CLAIMS - DPS/Office of State Fire Marshal					
		Year	Disaster	State	Amount owed to OSFM
1501-RR-8048	Type 11 Swift Water Rescue Team	18-19	Florence	South Carolina	\$193,736.15
1501-RR-8049	Incident Support Team	18-19	Florence	South Carolina	(\$22,277.50)
1501-RR-8050	Type II Structural Collapse Search & Rescue - 36 personnel and equipment	18-19	Florence	South Carolina	\$82,671.74
1654-RR-9004, 9005, 9006	Type 3 US&R teams	19-20	Dorian	Florida	\$507,688.31
					\$761,818.70

Will be covered by reducing reimbursement

Due to OSFM

Hurricane Florence - Payable to locals:

Shreveport Fire Department	\$23,107.67
Central Fire Department	\$2,435.91
Zachary Fire Department	\$20,561.29
New Orleans Fire Department	\$120,622.21
Shreveport Fire Department	\$2,031.80
St. Bernard Parish Fire Department	\$27,077.47
East Side FPD #5	\$8,370.62
Lafourche FD	\$17,180.16
Monroe Fire Department	\$10,217.80
Ouachita Parish Fire Department	\$14,620.62
West Monroe FD	\$101.60
Houma Fire Department	\$3,874.06
West Baton Rouge Fire District #1	\$3,929.18

Hurricane Dorian - Payable to locals:

St. George Fire Protection District	\$9,701.03
Central Fire Department	\$3,587.02
Pineville Fire Department	\$7,528.98
Zachary Fire Department	\$9,716.74
Baton Rouge Fire Department	\$171,847.04
Natchitoches Fire Department	\$1,742.45
Houma Fire Department	\$8,682.99
Lafourche Fire District #3	\$28,094.07
Monroe Fire Department	\$22,025.12
Ouachita Fire Department	\$20,051.44
Ruston Fire Department	\$1,920.65
New Orleans Emergency Medical Services	\$21,864.23
New Orleans Fire Department	\$80,836.37
Klass Kids Foundation	\$90.18

Hurricane Dorian - Payable to OSFM: \$120,000.00

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

DEPARTMENT: Culture, Recreation and Tourism			FOR OPB USE ONLY			
AGENCY: Office of Cultural Development			OPB LOG NUMBER <div style="font-size: 1.5em; color: blue; text-align: center;">199</div>		AGENDA NUMBER <div style="font-size: 1.5em; color: blue; text-align: center;">2</div>	
SCHEDULE NUMBER: 06-265			Approval and Authority:			
SUBMISSION DATE: April 28, 2021						
AGENCY BA-7 NUMBER: DCRT-OCD-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> <div style="font-family: cursive; font-size: 1.2em; color: black;">Nancy Watkins</div>						
MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021			
GENERAL FUND BY:						
DIRECT	\$2,269,091	\$0	\$2,269,091			
INTERAGENCY TRANSFERS	\$2,501,591	\$0	\$2,501,591			
FEES & SELF-GENERATED	\$692,884	\$86,000	\$778,884			
Regular Fees & Self-generated	\$692,884	\$86,000	\$778,884			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$109,346	\$0	\$109,346			
Archaeological Curation Fund (CT5)	\$109,346	\$0	\$109,346			
[Select Statutory Dedication]	\$0	\$0	\$0			
Subtotal of Dedications from Page 2	\$0	\$0	\$0			
FEDERAL	\$2,537,116	\$189,653	\$2,726,769			
TOTAL	\$8,110,028	\$275,653	\$8,385,681			
AUTHORIZED POSITIONS	32	0	32			
AUTHORIZED OTHER CHARGES	7	0	7			
NON-TO FTE POSITIONS	0	0	0			
TOTAL POSITIONS	39	0	39			
PROGRAM EXPENDITURES						
PROGRAM NAME:	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Cultural Development	\$4,178,919	27	\$0	0	\$4,178,919	27
Arts Program	\$3,067,430	7	\$275,653	0	\$3,343,083	7
Administrative Program	\$863,679	5	\$0	0	\$863,679	5
Program 4	\$0	0	\$0	0	\$0	0
Program 5	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$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	\$8,110,028	39	\$275,653	0	\$8,385,681	39

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

DEPARTMENT: Culture, Recreation and Tourism	FOR OPB USE ONLY	
AGENCY: Office of Cultural Development	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 06-265		
SUBMISSION DATE: April 28, 2021	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: DCRT- OCD-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
	\$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?

\$86,000 Fees & Self-Generated Funds

\$80,000 - South Arts/ National Endowment for the Arts' CARES Act Program has partnered with the Louisiana Division of the Arts through a Memorandum of Understanding to award 20 grants of \$3,000 each to rural-based arts organizations and or culturally specific arts organizations.

\$23,000 - National Assembly of State Arts Agencies -This is a Leveraging State Investments in Creative Aging grant to help state arts agencies develop programs and partnerships that advance creative aging in their State. NASAA is paying the LA Division of Arts to Implement Creative Aging Louisiana project activities.

\$3,000 - The Poetry Foundation is providing support to the LA Division of the Arts in making their virtual 2021 Poetry Out Loud finals more accessible and equitable.

\$189,653 Federal Funds National Endowment for the Arts

The current Federal Award #185011-61-19 has been amended with funds from the Coronavirus Aid, Relief, and Economic Security Act, or CARES Act. The grant amount has been increased by "\$455,700" to "\$1,208,300." Only \$189,653 is needed in FY 2021 per the Office of Cultural Development / LA Division of Arts FY 2021 Expenditure / Revenue projections thru 6/30/2021. A copy of the grant award amendment is attached.

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	\$86,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$189,653	\$0	\$0	\$0	\$0
TOTAL	\$275,653	\$0	\$0	\$0	\$0

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

No additional personnel is 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 until next fiscal year because funds are needed this fiscal year to allow the Office of Cultural Development / Division of the Arts budget authority to expend additional funds being granted by the federal government and three other organizations. The additional federal funds provided from the CARES Act will be used to fund CARES Act Arts grants for Coronavirus aid and relief. The funds provided by the organizations will be used to provide CARES ACT Arts grants to nonprofit organizations, to implement the Creative Aging Louisiana project activities and to support the Division of the Arts in making their virtual 2021 Poetry Out Loud finals more accessible and equitable.

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 payments have been made toward this 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.

Without approval of this BA-7, the Office of Cultural Development will not be able to utilize funds as follows: Funds that were granted from the federal CARES Act to fund COVID 19 aid and relief; Funding from South Arts for CARES Act art grants to nonprofit organizations in FY 2021 ; Funding from NASAA to implement the Creative Aging Louisiana project; and Funding that will provide support for the Arts Division in making their 2021 virtual Poetry Out Loud finals more accessible and equitable.

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 associated with this BA-7.

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

This BA-7 will accommodate budget authority needed to provide:

1. CARES Act grants to non-profit organizations to assist them in recovering from the COVID 19 pandemic
2. Distribute funding provided by other organizations(NASAA and Poetry Out Loud).

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

Without approval of this BA-7, the Office of Cultural Development would not have the budget authority to give the additional CARES Act funding to the Art grantees and the other additional funding from NASAA and Poetry Out Loud.

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: Arts 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	\$159,944	\$0	\$159,944	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,020,239	\$0	\$2,020,239	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$500	\$86,000	\$86,500	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$886,747	\$189,653	\$1,076,400	\$0	\$0	\$0	\$0
TOTAL MOF	\$3,067,430	\$275,653	\$3,343,083	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$579,683	\$0	\$579,683	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$267,119	\$0	\$267,119	\$0	\$0	\$0	\$0
Travel	\$10,554	\$0	\$10,554	\$0	\$0	\$0	\$0
Operating Services	\$58,346	\$0	\$58,346	\$0	\$0	\$0	\$0
Supplies	\$5,014	\$0	\$5,014	\$0	\$0	\$0	\$0
Professional Services	\$500	\$0	\$500	\$0	\$0	\$0	\$0
Other Charges	\$2,136,243	\$275,653	\$2,411,896	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$9,971	\$0	\$9,971	\$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	\$3,067,430	\$275,653	\$3,343,083	\$0	\$0	\$0	\$0
POSITIONS							
Classified	5	0	5	0	0	0	0
Unclassified	2	0	2	0	0	0	0
TOTAL T.O. POSITIONS	7	0	7	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	7	0	7	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$500	\$86,000	\$86,500	\$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 2 NAME: Arts Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$86,000	\$0	\$189,653	\$275,653

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	\$86,000	\$0	\$189,653	\$275,653
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	\$86,000	\$0	\$189,653	\$275,653

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 purpose of this BA-7 is to request increased funding in self-generated and federal revenues to be used to fund CARES ACT Arts Grants, implement the Creative Aging Louisiana project and to provide support to the LA Division of the Arts in making their virtual FY 2021 Poetry Out Loud finals more accessible and equitable.

REVENUES

Self-Generated:

Fund Balance:

- \$86,000 - Grants awarded to the LA Division of the Arts
- Original fund balance \$500 and revised fund balance \$86,500
New Budget Authority, if approved
- \$500 original fund balance that was originally budgeted
- \$86,500 revised fund balance that will be budgeted if this BA-7 is approved

Federal funds:

- \$189,653 No match requirement for these funds, and no MOE provision
- Attached is the Grant Amendment for Federal Award #186011-61-19 from the National Endowment of the Arts

EXPENDITURES

Expenditures will be based on the grant agreements and the grant amendment.

AFS:

Program: 200

Org: 2652

Object: 3646

Amount: \$275,653

Means of Finance:

Self-Generated \$86,000

Federal \$189,653

LaGov:

Fund: G100000000

Cost Center: 2652077700

G/L Account: 5610003

Amount: \$275,653

Means of Finance:

Self-Generated \$86,000

Federal \$189,653

OTHER

Billy Nungesser, Lt. Governor
Nancy Watkins, Undersecretary
Kristin Sanders

bnungesser@crt.la.gov
nwatkins@crt.la.gov
ksanders@crt.la.gov

(225) 342-7009
(225) 342-8201
(225) 342-8200

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Funding Amendment
FEDERAL AWARD INFORMATION

Date of Action: 4/14/2020

Award Date: 5/23/2019

Federal Award ID Number (FAIN)	1858011-61-19
Award Recipient	Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism
Award Recipient DUNS	941723231
Award Period	7/1/2019 - 6/30/2022
CFDA Number	45.025 Promotion of the Arts Partnership Agreements
Does the award support Research & Development?	No
Project Description	To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan, as well as salaries, administration costs, and related subgranting to the nonprofit arts sector in response to the COVID-19 pandemic.
Grant Program and Office	Partnerships (State & Regional), State & Regional

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$455,700.00
Total Amount of Federal Funds Obligated	\$1,208,300.00
Total Amount of the Federal Award	\$1,208,300.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Ms. Cheryl Castille (User Name - CCastille) ccastille@crt.la.gov
Grant Administrator	Mr. Gabriel Gilbeaux (User Name - GGilbeaux) ggilbeaux@crt.la.gov
Project Director	Mr. Danny Belanger (User Name - DBelanger) dbelanger@crt.state.la.us

REMARKS

Amendment #1:

Your Partnership Agreement has been amended with funds from the Coronavirus Aid, Relief, and Economic Security Act, or CARES Act.

Amount: The grant amount has been increased by "\$455,700" to "\$1,208,300."

The additional "\$455,700" is to support salaries, administration costs, and related subgranting to the nonprofit arts sector in response to the COVID-19 pandemic.

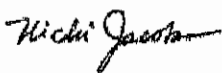
These additional funds are provided on a non-matching basis. No cost share is required.

To request your CARES Act funds, you must submit (via REACH) a separate Payment Request from your regular Partnership Agreement funds. Do not combine requests. Indicate in the Progress Report field that the request is for CARES Act funds only.

Additional information regarding CARES Act funds is available on the Document Tab.

All other provisions of the award remain in effect.

AWARDING OFFICIAL



Nicki Jacobs
Director, Office of Grants Management

S O U A R T S H

MEMORANDUM OF UNDERSTANDING

June 11, 2020

Cheryl Castille
Executive Director
Louisiana Division of the Arts
Via: ccastille@crt.la.gov

Dear Cheryl,

We are very excited to be working with you and the Louisiana Division of the Arts on the South Arts/National Endowment for the Arts' CARES Act program. This partnership between South Arts and the Louisiana Division of the Arts will be an opportunity to support rural based arts organizations and/or culturally specific arts organizations who contribute to the Southern arts community.

This Memorandum of Understanding serves to outline the responsibilities of the Louisiana Division of the Arts and South Arts. Please review, sign, and email back to South Arts by June 15, 2020. If you would like to discuss any of these arrangements, please call or email me at your convenience.

The Louisiana Division of the Arts will:

- Determine and carry out the method of distribution of the funds. See Attachment A.
- Distribute funds, which are restricted to support salaries, contractor fees, and facility costs, to rural based arts organizations and/or culturally specific arts organizations (grantees).
- Manage the application and grantee report process.
- Provide South Arts with copies of the grantees' documents (e.g., application, award letter, and report) and data required for federal reporting.
- Provide appropriate acknowledgement and visibility for South Arts.

S O U A R T S H

Attachment A

The Louisiana Division of the Arts (LDOA) will award 20 grants of \$3,000 each to rural-based arts organizations and /or culturally specific arts organizations.

Process:

- Arts organizations who did not receive CARES Stimulus funding already through LDOA are eligible.
- LDOA will request 2-3 suggestions of potential recipients from each of Louisiana's nine partner Regional Arts Councils (RAC). This will help ensure that LDOA is not overlooking any eligible and deserving organizations as well as provide an equitable /balanced distribution of funds throughout the state.
- Each RAC will receive a list of arts organizations that have already received CARES funding through LDOA so that duplicate organizations are not suggested. We are asking that the suggested organizations have a two-year successful grant history minimum with the RAC.
- LDOA will also compile its own similar list of potential grantees to compare with those received from each RAC.
- LDOA will award two grants per region (18), with the final two chosen based on history and need for a total of 20. LDOA will notify each grant recipient of the award, indicating that these funds are awarded in partnership with South Arts.
- Awards funds will be issued to the organizations by approximately June 30, 2020.
- A final press release will be sent out from the Lt. Governor's office indicating the partnership with South Arts and naming the recipients.
- LDOA will provide South Arts with a list of the organizations as well as data required via the NEA.
- This process will be monitored by Cheryl Castille, Executive Director-LDOA and Kristin Sanders, Assistant Secretary-Louisiana Office of Cultural Development.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



South Arts, Inc.
1800 Peachtree Street NW, Suite 808
Atlanta, GA 30309
404-874-7244

BANK OF AMERICA, NA
2367 Peachtree Road NE
Atlanta, GA 30306
64-5610

57921

06/26/2020

PAY TO THE ORDER OF Louisiana Division of the Arts

\$ **60,000.00

Sixty thousand and 00/100

DOLLARS

PROTECTED AGAINST FRAUD

Louisiana Division of the Arts
Office of Cultural Development
PO Box 44247
Baton Rouge, LA 70804

Michael J. Boaz
Shirley K. Boaz

MEMO

FY20 Grant# 5992 - NEA CARES

⑈057921⑈ ⑈061000052⑈ 003262484571⑈

South Arts, Inc.

57921

06/29/2020

Louisiana Division of the Arts

Date	Type	Reference	Original Amount	Balance Due	Payment
06/26/2020	Bill	5992	60,000.00	60,000.00	60,000.00
			Check Amount		60,000.00

1002 Cash - Bank of / FY20 Grant# 5992 - NEA CARES

60,000.00

National Assembly of State Arts Agencies

KNOWLEDGE ★ REPRESENTATION ★ COMMUNITY

Grant Agreement

This grant agreement is made between the National Assembly of State Arts Agencies ("NASAA") and Louisiana Division of the Arts ("Grantee"). NASAA and Louisiana Division of the Arts agree to the following terms and conditions.

PURPOSE

The purpose of the Leveraging State Investments in Creative Aging grant is to help state arts agencies develop programs and partnerships that advance creative aging in their state.

SERVICES PROVIDED BY GRANTEE

NASAA will pay Louisiana Division of the Arts \$23,000 to implement ***Creative Aging Louisiana*** project activities, per Louisiana Division of the Arts's Leveraging State Investments in Creative Aging grant proposal, submitted on December 18, 2020.

TERM OF GRANT CONTRACT

Effective date: This grant contract shall take effect the date that NASAA obtains all required signatures, an invoice for 80% of the amount of the grant, and a completed Financial Information Form from the Grantee. No payments will be made to the Grantee until this grant contract is fully executed.

All eligible costs must be incurred between the effective date and August 31, 2022, or the date that all project activities have been completed, whichever occurs first.

Expiration date: This grant contract shall end on September 30, 2022, or the date that all obligations have been satisfactorily fulfilled, whichever occurs first.

CONSIDERATION AND PAYMENT

NASAA will provide project support funding for activities performed by the Grantee under this grant contract as outlined in the Services Provided by Grantee clause. The total obligation of NASAA for all compensation to the Grantee under this grant contract will not exceed \$23,000.

NASAA will disburse eighty percent (80%) of the grant amount upon receipt of executed grant contract, invoice, and Financial Information Form. The final twenty percent (20%) will be payable upon NASAA's receipt and approval of a final project report, due no later than September 30, 2022.

event, Grantee agrees, at NASAA's request, to repay the grant funds or redirect them to another organization chosen by NASAA to carry out the purposes of the grant.

AMENDMENTS

Amendments to this grant contract shall be in writing and shall not be effective until it has been executed and approved by the same parties who made the original contract, or their authorized successors. The Grantee agrees to submit any request to amend the contract to NASAA during the term of the contract, and not later than thirty (30) days prior to making any desired changes in the contract activities. Changes that will significantly alter proposed activities or budget must be submitted in writing and approved in advance.

NOTIFICATION

The Grantee agrees to notify NASAA, in writing, immediately of any major changes in the project strategy or timetable, personnel or [fiscal collaborators] previously described in the grant application proposal.

ACKNOWLEDGMENT AND COMMUNICATIONS

The Grantee agrees to acknowledge NASAA and Aroha Philanthropies in all print, audio, video and internet materials, and all publicity materials (such as press releases, brochures, training materials or rosters/websites) related to grant activities. Publications, printed programs, or other graphic material related to activities supported must use the NASAA and Aroha Philanthropies logos and the following credit line:

This activity is made possible by a grant provided by the National Assembly of State Arts Agencies in partnership with Aroha Philanthropies.

Using the NASAA and Aroha Philanthropies logos is required. However, using the logos alone is not sufficient to meet this requirement; the text must also be included. NASAA will provide Grantee with digital files for the required logos.

Social media postings must include the following tags:

Facebook: @arohaphilanthropies, @NASAA.Arts

Twitter: @ArohaPhil, @NASAA_Arts

Instagram: @arohaphilanthropies, (no NASAA account)

Oral acknowledgment should be given at any event for which there is no printed program, and in interviews with the media.

Throughout the award period, the Grantee will ensure that NASAA and Aroha Philanthropies receive any public communications or media releases pertaining to the project. Copies should be sent to creativeaging@nasaa-arts.org.

The Grantee agrees to take photographs or capture screen shots of events related to this grant project and supply those images to NASAA or Aroha Philanthropies upon request.

agrees to abide by all requirements of federal law applicable to programs funded by this grant. All activities supported through these grants must be in conducted in compliance with the requirements of Section 504 of Rehabilitation Act of 1973 (504), the Americans with Disabilities Act of 1990 (ADA), the ADA Amendment Act of 2008, and the 2010 ADA Standards for Accessible Design as well as the 2010 ADA Title III regulations for nondiscrimination.

PATENTS AND COPYRIGHTS

To the extent allowable by federal law, any and all patents, copyrights, or other legal interest in and relevant to the grant activities, or materials generated in pursuance of the grant activities, shall be the sole and exclusive property of the Grantee or the Grantee's designee.

NASAA and Aroha Philanthropies do not claim ownership, copyrights, royalties, or other claims to artworks produced as a result of these grants. NASAA and Aroha Philanthropies reserve the right to reproduce and use such materials for official, noncommercial and educational purposes, including but not limited to use on NASAA and Aroha Philanthropies websites, emails, social media and print materials.

ACCEPTANCE OF GRANT CONTRACT

This grant contract shall not be considered accepted, approved, or effective until all required signatures are affixed. The Grantee is responsible for the obligations contained herein. If the terms of this grant contract are not clearly understood, grantees are advised to seek assistance before signing.

IN WITNESS WHEREOF, the parties have executed this contract,

GRANTEE

NATIONAL ASSEMBLY of STATE ARTS AGENCIES

Kristen P. Sanders

February 24, 2021

Project Lead

Date

Pamela A. Breaux
President and CEO

Date

Assistant Secretary

Title

NASAA
1200 18th Street NW, Suite 1100
Washington, DC 20036

Louisiana Office of Cultural Development,
Agency

1051 N. Third Street, 4th Floor

Baton Rouge, LA 70802

Address



February 15, 2021
Danny Belanger
Louisiana Division of the Arts
1051 N. 3rd Street, Room 405, Baton Rouge, LA 70802

Dear Danny:

The Board of Directors of **The Poetry Foundation** (the "Foundation") has approved a grant in the amount of **three thousand dollars (\$ 3,000)** (the "Grant") to **Louisiana Division of the Arts** (the "Grantee") in support of making their virtual **2021 Poetry Out Loud state/territorial finals more accessible and equitable**. The Grant funds are to be used as described in the grant parameters attached hereto as Exhibit A.

Payment of the Grant will be made in accordance with the terms and conditions of this letter agreement (this "Agreement") upon receipt by the Foundation of a countersigned copy of this Agreement signed by an authorized officer of the Grantee. To facilitate the Grantee's receipt of the payment check, please indicate on the countersigned copy the name of the person at the Grantee organization to whom the check should be sent.

These terms apply to the Grantee's use of the Grant:

1. Use of Grant Funds. Foundation Grant funds, income earned thereon, and any equipment may be expended only for charitable, religious, scientific, literary, or educational purposes. The Grant is only made for the purposes stated in this Agreement, and it is understood that the Grant funds will be used only for such purposes. It is further understood that no substantial variances will be made without the Foundation's prior approval in writing.

2. Recordkeeping: Evaluation and Monitoring. The Grantee is responsible for maintaining complete and accurate records of receipts and expenditures of the Grant funds. Expenditures made in furtherance of the purposes of the Grant shall be charged against the Grant, and records of such expenditures sufficient to enable the use of the Grant funds to be checked readily shall be kept. Although the Grant funds need not be physically segregated, the receipt and expenditure of the Grant funds must be shown separately in the Grantee's accounting records. Those accounting records, as well as copies of any reports submitted to the Foundation, must be kept by the Grantee for at least four (4) years after completion of the use of the Grant funds and shall be made available to the Foundation for examination upon request.

made at any time after the Grantee ceases to be a government entity described in section 170(c)(1) or 511(a)(2)(B) of the Code.

7. Future Funding. The Grantee acknowledges and agrees that the Foundation has made no actual or implied promise of funding except in the amount and under the terms and conditions stated herein.

8. Notification of Material Change. The Grantee agrees to notify the Foundation immediately of (a) any change in the organizational leadership or key personnel (including, without limitation, directors and officers) of the Grantee, or (b) any material change or adverse development relative to the Grantee's financial condition, operations, activities, or affairs.

9. Compliance with U.S. Law. The Grantee agrees to comply with all applicable United States law.

10. Termination. Failure to comply with any term of this Agreement, including, but not limited to, the reporting requirements set forth herein, shall result in termination of the Grant and require the return of all Grant funds to the Foundation. The Foundation reserves the right to terminate this Agreement if, in its sole discretion, the Foundation determines that the Grantee has made any misrepresentations, has in any way misappropriated funds, or has failed to comply with the terms and conditions of this Agreement. The Foundation shall be entitled to a return of any misappropriated funds up to and including the full amount of the Grant.

[Remainder of page intentionally blank; signature page follows]

Exhibit A

In 2021, the Poetry Foundation will grant \$3,000 to each participating state/territory in the Poetry Out Loud Program (all 50 states, District of Columbia, U.S. Virgin Islands, Puerto Rico, Guam, and American Samoa). This money is to be used to make the 2021 virtual state/territorial finals more accessible and equitable to participating students.

Uses for these funds may include (but are not limited to):

- **WiFi Hotspots**
- **Zoom licenses**
- **Tablets**
- **Lighting**
- **Cameras**
- **Mics/audio equipment**
- **Virtual captioning**

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

DEPARTMENT: Louisiana Department of Health		FOR OPB USE ONLY				
AGENCY: Office of Public Health		OPB LOG NUMBER 78 RR		AGENDA NUMBER 3		
SCHEDULE NUMBER: 09-326		Approval and Authority:				
SUBMISSION DATE: April 16, 2021						
AGENCY BA-7 NUMBER: #3 ELC Enhancing Detection Expansion						
HEAD OF BUDGET UNIT: Kimberly Hood, JD						
TITLE: OPH Assistant Secretary						
SIGNATURE <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> <i>be</i>						
MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021			
GENERAL FUND BY:						
DIRECT	\$37,835,176	\$0	\$37,835,176			
INTERAGENCY TRANSFERS	\$70,799,174	\$0	\$70,799,174			
FEES & SELF-GENERATED	\$49,989,557	\$0	\$49,989,557			
Regular Fees & Self-generated	\$49,980,557	\$0	\$49,980,557			
Subtotal of Fund Accounts from Page 2	\$9,000	\$0	\$9,000			
STATUTORY DEDICATIONS	\$9,748,092	\$0	\$9,748,092			
[Select Statutory Dedication]	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
Subtotal of Dedications from Page 2	\$9,748,092	\$0	\$9,748,092			
FEDERAL	\$440,072,223	\$56,955,505	\$497,027,728			
TOTAL	\$608,444,222	\$56,955,505	\$665,399,727			
AUTHORIZED POSITIONS	1,237	0	1,237			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	105	0	105			
TOTAL POSITIONS	1,342	0	1,342			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Public Health Services	\$608,444,222	1,342	\$56,955,505	0	\$665,399,727	1,342
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$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	\$608,444,222	1,342	\$56,955,505	0	\$665,399,727	1,342

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

DEPARTMENT: Louisiana Department of Health	FOR OPB USE ONLY	
AGENCY: Office of Public Health	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 09-326		
SUBMISSION DATE: April 16, 2021	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: #3 ELC Enhancing Detection Expa		

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			
Emergency Medical Technician Fund Account	\$9,000	\$0	\$9,000
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$9,000	\$0	\$9,000
STATUTORY DEDICATIONS			
Oyster Sanitation Fund (Q08)	\$55,292	\$0	\$55,292
Louisiana Fund (Z13)	\$6,821,260	\$0	\$6,821,260
Telecommunications for the Deaf Fund (E02)	\$2,716,136	\$0	\$2,716,136
Vital Records Conversion Fund (H18)	\$155,404	\$0	\$155,404
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$9,748,092	\$0	\$9,748,092

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?

The source of funding is from the Centers for Disease Control and Prevention: 1) ELC Enhancing Detection Expansion (Grant ID #GNU50CK000532-01-04) for COVID-19 for \$267,577,065. These funds will be used to develop, purchase, administer, process, and analyze COVID-19 tests, including support for public health workforce, epidemiology, use by employers or in other settings; scale up of testing by public health, academic, commercial, and hospital laboratories, community-based testing sites, health care facilities, and other entities engaged in COVID-19 testing.

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	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$56,955,505	\$0	\$0	\$0	\$0
TOTAL	\$56,955,505	\$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.

The Office of Public Health does not have sufficient revenue or expenditure authority to absorb grants funds allocated to Louisiana for the expansion of COVID-19 testing and surveillance. The amount requested is based on a four month projection for March 2021 through June 2021 using actuals from November through January.

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, expenditures have not been made. However, it includes budget authority needed for COVID-19 laboratory testing from March through the present. This was unavoidable as the agency is tasked with the continuation of testing to avoid resurgence of cases.

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.

Approval of this BA-7 will allow the Office of Public Health to utilize federal funds from the Centers for Disease and Control to develop, purchase, administer, process, and analyze COVID-19 tests; continue existing level of testing by public health, academic, commercial, and hospital laboratories as well as community-based testing sites, health care facilities, and other entities engaged in COVID-19 testing. The amount requested is based on a four month projection for March 2021 through June 2021 using actuals from November through January.

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?)*

Not applicable.

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

This request is for new federal grant funding for direct response to the COVID-19 crisis for which the agency does not have an existing performance indicator.

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 will result in the agency's inability to utilize additional federal grant funding for continued COVID-19 testing efforts.

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: Public Health Services

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS			
	FY 2020-2021	ADJUSTMENT	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$37,835,176	\$0	\$37,835,176	\$0	\$0	\$0	\$0
Interagency Transfers	\$70,799,174	\$0	\$70,799,174	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$49,980,557	\$0	\$49,980,557	\$0	\$0	\$0	\$0
Statutory Dedications **	\$9,757,092	\$0	\$9,757,092	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$440,072,223	\$56,955,505	\$497,027,728	\$0	\$0	\$0	\$0
TOTAL MOF	\$608,444,222	\$56,955,505	\$665,399,727	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$77,353,153	\$0	\$77,353,153	\$0	\$0	\$0	\$0
Other Compensation	\$7,792,731	\$0	\$7,792,731	\$0	\$0	\$0	\$0
Related Benefits	\$49,237,043	\$0	\$49,237,043	\$0	\$0	\$0	\$0
Travel	\$2,758,228	\$0	\$2,758,228	\$0	\$0	\$0	\$0
Operating Services	\$13,852,790		\$13,852,790	\$0	\$0	\$0	\$0
Supplies	\$15,025,827	\$0	\$15,025,827	\$0	\$0	\$0	\$0
Professional Services	\$52,871,551	\$0	\$52,871,551	\$0	\$0	\$0	\$0
Other Charges	\$361,723,798	\$56,955,505	\$418,679,303	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$26,542,801	\$0	\$26,542,801	\$0	\$0	\$0	\$0
Acquisitions	\$1,286,300	\$0	\$1,286,300	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$608,444,222	\$56,955,505	\$665,399,727	\$0	\$0	\$0	\$0
POSITIONS							
Classified	1,223	0	1,223	0	0	0	0
Unclassified	14	0	14	0	0	0	0
TOTAL T.O. POSITIONS	1,237	0	1,237	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	105		105	0	0	0	0
TOTAL POSITIONS	1,342	0	1,342	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:							
Oyster Sanitation Fund (Q08)	\$55,292	\$0	\$55,292	\$0	\$0	\$0	\$0
Louisiana Fund (Z13)	\$6,821,260	\$0	\$6,821,260	\$0	\$0	\$0	\$0
Telecommunications for the Deaf Fund (E02)	\$2,716,136	\$0	\$2,716,136	\$0	\$0	\$0	\$0
Emergency Medical Technician Fund (P14)	\$9,000	\$0	\$9,000	\$0	\$0	\$0	\$0
Vital Records Conversion Fund (H18)	\$155,404	\$0	\$155,404	\$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: Public Health Services

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$56,955,505	\$56,955,505

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	\$56,955,505	\$56,955,505
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	\$56,955,505	\$56,955,505

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 purpose of this BA-7 is to request budget authority in the amount of \$56,955,505 to receive federal funding for COVID-19 testing.

REVENUES

Federal: \$56,955,505 – ELC Enhancing Detection Expansion (Grant ID #6NU50CK000532-01-04).

EXPENDITURES

Object Code 3741 – Other Charges Professional Services - \$56,955,505: contractual costs for the development, purchase, administration, and analysis of COVID-19 tests. This BA-7 is for four months of projected lab testing expenditures (March 2021 –June 2021) and is based on the average of actual lab testing expenditures from November 2020 through January 2021 of \$14,238,876.25.

Vendor	Average Sample Volume (Nov 20 - Jan 21)	March Invoice	April Invoice	May Invoice	June Invoice	Totals
AEGIS	14,722	1,697,217	1,697,217	1,697,217	1,697,217	6,788,867
CPL	30,280	3,013,767	3,013,767	3,013,767	3,013,767	12,055,066
LCMC	2,321	174,115	174,115	174,115	174,115	696,459
LSUS	35,116	1,933,336	1,933,336	1,933,336	1,933,336	7,733,344
OMEGA	44,125	4,443,100	4,443,100	4,443,100	4,443,100	17,772,400
PREMIER	29,350	996,799	996,799	996,799	996,799	3,987,196
QUEST	23,672	1,963,902	1,963,902	1,963,902	1,963,902	7,855,607
MAKO	47	4,700	4,700	4,700	4,700	18,800
WALGREENS	478	11,942	11,942	11,942	11,942	47,767
TOTALS		14,238,876	14,238,876	14,238,876	14,238,876	56,955,505

OTHER

Name of Agency/Program Contact: Ashley Dromgoole, OPH Chief Financial Officer

Phone: (225)342-7881

Email: ashley.dromgoole@la.gov

Budget Contact: Ashley Dromgoole, OPH Chief Financial Officer

Phone: (225)342-7881

Email: ashley.dromgoole@la.gov

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

DEPARTMENT: Higher Education			FOR OPB USE ONLY			
AGENCY: University of Louisiana System			OPB LOG NUMBER 201		AGENDA NUMBER 4	
SCHEDULE NUMBER: 19-620			Approval and Authority:			
SUBMISSION DATE: 5/12/2021						
AGENCY BA-7 NUMBER: 1						
HEAD OF BUDGET UNIT: Jim Henderson/Kecia Neal						
TITLE: President/Accountant						
SIGNATURE <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> 						
MEANS OF FINANCING		CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)		REVISED FY 2020-2021	
GENERAL FUND BY:						
DIRECT		\$169,988,977	\$0		\$169,988,977	
INTERAGENCY TRANSFERS		\$259,923	\$0		\$259,923	
FEES & SELF-GENERATED		\$672,783,145	\$266,000		\$673,049,145	
Regular Fees & Self-generated		\$672,783,145	\$266,000		\$673,049,145	
Subtotal of Fund Accounts from Page 2		\$0	\$0		\$0	
STATUTORY DEDICATIONS		\$15,438,991	\$0		\$15,438,991	
Support Education in Louisiana First Fund (G10)		\$13,568,726	\$0		\$13,568,726	
Calcasieu Parish Fund (E30)		\$236,138	\$0		\$236,138	
Subtotal of Dedications from Page 2		\$1,634,127	\$0		\$1,634,127	
FEDERAL		\$0	\$0		\$0	
TOTAL		\$858,471,036	\$266,000		\$858,737,036	
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						
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
UL Board of Supervisors	\$3,815,967	0	\$266,000	0	\$4,081,967	0
Nicholls State University	\$56,218,351	0	\$0	0	\$56,218,351	0
Grambling State University	\$47,006,214	0	\$0	0	\$47,006,214	0
Louisiana Tech University	\$125,669,869	0	\$0	0	\$125,669,869	0
McNeese State University	\$68,031,865	0	\$0	0	\$68,031,865	0
University of Louisiana at Monroe	\$91,694,700	0	\$0	0	\$91,694,700	0
Northwestern State University	\$79,321,580	0	\$0	0	\$79,321,580	0
Southeastern Louisiana University	\$120,698,774	0	\$0	0	\$120,698,774	0
University of Louisiana at Lafayette	\$178,026,906	0	\$0	0	\$178,026,906	0
University of New Orleans	\$87,986,810	0	\$0	0	\$87,986,810	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$858,471,036	0	\$266,000	0	\$858,737,036	0

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

DEPARTMENT: Higher Education	FOR OPB USE ONLY	
AGENCY: University of Louisiana System	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 19-620		
SUBMISSION DATE: 5/12/2021	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 1		

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			
Calcasieu Parish Higher Education Improvement Fund (TA0)	\$1,634,127	\$0	\$1,634,127
[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)	\$1,634,127	\$0	\$1,634,127

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 is Fees and Self-Generated funds. There are no expenditure restrictions associated with these funds.

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	\$266,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$266,000	\$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.
See attached document for response.

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 an after the fact BA-7. As previously mentioned, expenditures were made to ensure the day-to-day operations of the System.



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

The COVID-19 pandemic caused a sudden shift to remote work, requiring a significant expansion of roles and responsibilities among senior leadership staff. Given the swift transition to remote work, all the System's programming and resources were moved to digital environments. Unlike the campuses, the System did not receive additional CARES act funding to compensate for the spending related to COVID-19. Therefore, senior staff were asked to take on additional responsibilities to ensure that the System's day-to-day operations were not compromised. Beginning in March 2020, the Board of Supervisors authorized a hire of an Executive Vice President and Chief Operating Officer to ensure that the day-to-day operations were efficiently managed. You will also note that role of Vice President of Communications and Marketing was expanded to include the work of external affairs. These additional duties include, but are not limited to, efforts related to System-wide legislative matters and System external stakeholders. It is important to mention that this position became vacant following the death of a System staff member. Additionally, in alignment with the System's strategic plan and Board of Regents' Master Plan, Claire Norris' role was expanded to include work around equity, diversity, and inclusion. As the higher education enterprise shifted to remote teaching and learning, Jeannine Kahn (Provost) served as the champion in securing these efforts. She helped to develop and implement professional development opportunities for faculty and staff, ensuring that the UL System's academic affairs initiatives continued to thrive. Finally, Kecia Neal (Accountant), and Claire Norris (AVP for Inclusion, Diversity, and Effectiveness) are slated to receive temporary salary adjustments. Because two finance positions are currently vacant. Kecia Neal and Claire Norris will take lead on budget and finance matters, until the positions are filled.

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**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 System office has assisted its nine-member campuses in ensuring that operations were effectively managed during COVID-19. By creating flexible, digital environments for all the UL System community, faculty, students, and staff were able to continue teaching and learning, and working remotely.

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: This will not impact any of the performance indicators.

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?)

Approval of this BA-7 will ensure the UL System can continue to effectively manage its day-to-day operations and meet the needs of the community, faculty, students and staff it serves.

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.)

Failure to approve this BA-7 request will create an unbalanced budget at year-end for the UL System. The effect will also hinder the UL System's ability to serve its nine member institutions.



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: UL Board of Supervisors

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	\$1,001,967	\$0	\$1,001,967	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$2,814,000	\$266,000	\$3,080,000	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$3,815,967	\$266,000	\$4,081,967	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$2,011,000	\$186,457	\$2,197,457	\$0	\$0	\$0	\$0
Other Compensation	\$500	\$0	\$500	\$0	\$0	\$0	\$0
Related Benefits	\$785,100	\$79,543	\$864,643	\$0	\$0	\$0	\$0
Travel	\$55,000	\$0	\$55,000	\$0	\$0	\$0	\$0
Operating Services	\$228,000	\$0	\$228,000	\$0	\$0	\$0	\$0
Supplies	\$15,500	\$0	\$15,500	\$0	\$0	\$0	\$0
Professional Services	\$315,867	\$0	\$315,867	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$380,000	\$0	\$380,000	\$0	\$0	\$0	\$0
Acquisitions	\$25,000	\$0	\$25,000	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$3,815,967	\$266,000	\$4,081,967	\$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	\$2,814,000	\$266,000	\$3,080,000	\$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 1 NAME: UL Board of Supervisors

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$266,000	\$0	\$0	\$266,000

EXPENDITURES:						
Salaries	\$0	\$0	\$186,457	\$0	\$0	\$186,457
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$79,543	\$0	\$0	\$79,543
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	\$266,000	\$0	\$0	\$266,000

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

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: Nicholls State University

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	\$10,945,436	\$0	\$10,945,436	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$44,317,731	\$0	\$44,317,731	\$0	\$0	\$0	\$0
Statutory Dedications **	\$955,184	\$0	\$955,184	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$56,218,351	\$0	\$56,218,351	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$31,486,307	\$0	\$31,486,307	\$0	\$0	\$0	\$0
Other Compensation	\$419,645	\$0	\$419,645	\$0	\$0	\$0	\$0
Related Benefits	\$15,399,771	\$0	\$15,399,771	\$0	\$0	\$0	\$0
Travel	\$323,091	\$0	\$323,091	\$0	\$0	\$0	\$0
Operating Services	\$2,336,936	\$0	\$2,336,936	\$0	\$0	\$0	\$0
Supplies	\$1,125,310	\$0	\$1,125,310	\$0	\$0	\$0	\$0
Professional Services	\$148,142	\$0	\$148,142	\$0	\$0	\$0	\$0
Other Charges	\$3,019,499	\$0	\$3,019,499	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,544,167	\$0	\$1,544,167	\$0	\$0	\$0	\$0
Acquisitions	\$415,483	\$0	\$415,483	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$56,218,351	\$0	\$56,218,351	\$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	\$44,317,731	\$0	\$44,317,731	\$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:							
Support Education in Louisiana First Fund (G10)	\$955,184	\$0	\$955,184	\$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 2 NAME: Nicholls State University

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
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**



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: Grambling State University

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	\$10,644,878	\$0	\$10,644,878	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$35,470,043	\$0	\$35,470,043	\$0	\$0	\$0	\$0
Statutory Dedications **	\$891,293	\$0	\$891,293	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$47,006,214	\$0	\$47,006,214	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$25,837,645	\$0	\$25,837,645	\$0	\$0	\$0	\$0
Other Compensation	\$301,039	\$0	\$301,039	\$0	\$0	\$0	\$0
Related Benefits	\$9,507,712	\$0	\$9,507,712	\$0	\$0	\$0	\$0
Travel	\$377,019	\$0	\$377,019	\$0	\$0	\$0	\$0
Operating Services	\$3,103,960	\$0	\$3,103,960	\$0	\$0	\$0	\$0
Supplies	\$507,093	\$0	\$507,093	\$0	\$0	\$0	\$0
Professional Services	\$1,869,710	\$0	\$1,869,710	\$0	\$0	\$0	\$0
Other Charges	\$2,917,129	\$0	\$2,917,129	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,066,563	\$0	\$2,066,563	\$0	\$0	\$0	\$0
Acquisitions	\$518,344	\$0	\$518,344	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$47,006,214	\$0	\$47,006,214	\$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	\$35,470,043	\$0	\$35,470,043	\$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:							
Support Education in Louisiana First Fund (G10)	\$891,293	\$0	\$891,293	\$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: Grambling State University

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: Louisiana Tech University

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	\$20,627,264	\$0	\$20,627,264	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$103,355,648	\$0	\$103,355,648	\$0	\$0	\$0	\$0
Statutory Dedications **	\$1,686,957	\$0	\$1,686,957	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$125,669,869	\$0	\$125,669,869	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$51,589,138	\$0	\$51,589,138	\$0	\$0	\$0	\$0
Other Compensation	\$1,731,094	\$0	\$1,731,094	\$0	\$0	\$0	\$0
Related Benefits	\$24,018,828	\$0	\$24,018,828	\$0	\$0	\$0	\$0
Travel	\$516,607	\$0	\$516,607	\$0	\$0	\$0	\$0
Operating Services	\$8,098,290	\$0	\$8,098,290	\$0	\$0	\$0	\$0
Supplies	\$1,797,865	\$0	\$1,797,865	\$0	\$0	\$0	\$0
Professional Services	\$252,162	\$0	\$252,162	\$0	\$0	\$0	\$0
Other Charges	\$32,648,606	\$0	\$32,648,606	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,173,933	\$0	\$3,173,933	\$0	\$0	\$0	\$0
Acquisitions	\$1,843,346	\$0	\$1,843,346	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$125,669,869	\$0	\$125,669,869	\$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	\$103,355,648	\$0	\$103,355,648	\$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:							
Support Education in Louisiana First Fund (G10)	\$1,686,957	\$0	\$1,686,957	\$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: Louisiana Tech University

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
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: McNeese State University

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS			
	FY 2020-2021	ADJUSTMENT	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$11,684,605	\$0	\$11,684,605	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$53,389,120	\$0	\$53,389,120	\$0	\$0	\$0	\$0
Statutory Dedications **	\$2,958,140	\$0	\$2,958,140	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$68,031,865	\$0	\$68,031,865	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$29,060,745	\$0	\$29,060,745	\$0	\$0	\$0	\$0
Other Compensation	\$556,339	\$0	\$556,339	\$0	\$0	\$0	\$0
Related Benefits	\$14,973,622	\$0	\$14,973,622	\$0	\$0	\$0	\$0
Travel	\$98,039	\$0	\$98,039	\$0	\$0	\$0	\$0
Operating Services	\$5,123,355	\$0	\$5,123,355	\$0	\$0	\$0	\$0
Supplies	\$847,860	\$0	\$847,860	\$0	\$0	\$0	\$0
Professional Services	\$352,209	\$0	\$352,209	\$0	\$0	\$0	\$0
Other Charges	\$13,254,793	\$0	\$13,254,793	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,703,439	\$0	\$1,703,439	\$0	\$0	\$0	\$0
Acquisitions	\$2,061,464	\$0	\$2,061,464	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$68,031,865	\$0	\$68,031,865	\$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	\$53,389,120	\$0	\$53,389,120	\$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:							
Support Education in Louisiana First Fund (G10)	\$1,087,875	\$0	\$1,087,875	\$0	\$0	\$0	\$0
Calcasieu Parish Fund (E30)	\$236,138	\$0	\$236,138	\$0	\$0	\$0	\$0
Calcasieu Parish Higher Education Improvement Fund (TA0)	\$1,634,127	\$0	\$1,634,127	\$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: McNeese State University

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
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: University of Louisiana at Monroe

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	\$21,857,156	\$0	\$21,857,156	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$68,227,710	\$0	\$68,227,710	\$0	\$0	\$0	\$0
Statutory Dedications **	\$1,609,834	\$0	\$1,609,834	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$91,694,700	\$0	\$91,694,700	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$39,571,051	\$0	\$39,571,051	\$0	\$0	\$0	\$0
Other Compensation	\$693,639	\$0	\$693,639	\$0	\$0	\$0	\$0
Related Benefits	\$18,840,226	\$0	\$18,840,226	\$0	\$0	\$0	\$0
Travel	\$168,532	\$0	\$168,532	\$0	\$0	\$0	\$0
Operating Services	\$8,969,011	\$0	\$8,969,011	\$0	\$0	\$0	\$0
Supplies	\$1,177,500	\$0	\$1,177,500	\$0	\$0	\$0	\$0
Professional Services	\$748,665	\$0	\$748,665	\$0	\$0	\$0	\$0
Other Charges	\$18,610,488	\$0	\$18,610,488	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,865,223	\$0	\$1,865,223	\$0	\$0	\$0	\$0
Acquisitions	\$1,050,365	\$0	\$1,050,365	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$91,694,700	\$0	\$91,694,700	\$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	\$68,227,710	\$0	\$68,227,710	\$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:							
Support Education in Louisiana First Fund (G10)	\$1,609,834	\$0	\$1,609,834	\$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: University of Louisiana at Monroe

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
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: Northwestern State University

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	\$16,481,211	\$0	\$16,481,211	\$0	\$0	\$0	\$0
Interagency Transfers	\$74,923	\$0	\$74,923	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$61,651,127	\$0	\$61,651,127	\$0	\$0	\$0	\$0
Statutory Dedications **	\$1,114,319	\$0	\$1,114,319	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$79,321,580	\$0	\$79,321,580	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$40,216,987	\$0	\$40,216,987	\$0	\$0	\$0	\$0
Other Compensation	\$632,373	\$0	\$632,373	\$0	\$0	\$0	\$0
Related Benefits	\$17,993,071	\$0	\$17,993,071	\$0	\$0	\$0	\$0
Travel	\$170,372	\$0	\$170,372	\$0	\$0	\$0	\$0
Operating Services	\$4,551,182	\$0	\$4,551,182	\$0	\$0	\$0	\$0
Supplies	\$692,551	\$0	\$692,551	\$0	\$0	\$0	\$0
Professional Services	\$373,103	\$0	\$373,103	\$0	\$0	\$0	\$0
Other Charges	\$12,488,379	\$0	\$12,488,379	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,856,861	\$0	\$1,856,861	\$0	\$0	\$0	\$0
Acquisitions	\$346,701	\$0	\$346,701	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$79,321,580	\$0	\$79,321,580	\$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	\$61,651,127	\$0	\$61,651,127	\$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:							
Support Education in Louisiana First Fund (G10)	\$1,114,319	\$0	\$1,114,319	\$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: Northwestern State University

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: Southeastern Louisiana University

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	\$22,060,896	\$0	\$22,060,896	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$96,872,099	\$0	\$96,872,099	\$0	\$0	\$0	\$0
Statutory Dedications **	\$1,765,779	\$0	\$1,765,779	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$120,698,774	\$0	\$120,698,774	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$64,291,651	\$0	\$64,291,651	\$0	\$0	\$0	\$0
Other Compensation	\$1,519,079	\$0	\$1,519,079	\$0	\$0	\$0	\$0
Related Benefits	\$28,370,668	\$0	\$28,370,668	\$0	\$0	\$0	\$0
Travel	\$838,602	\$0	\$838,602	\$0	\$0	\$0	\$0
Operating Services	\$6,632,927	\$0	\$6,632,927	\$0	\$0	\$0	\$0
Supplies	\$1,988,783	\$0	\$1,988,783	\$0	\$0	\$0	\$0
Professional Services	\$1,155,283	\$0	\$1,155,283	\$0	\$0	\$0	\$0
Other Charges	\$11,500,436	\$0	\$11,500,436	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,328,342	\$0	\$3,328,342	\$0	\$0	\$0	\$0
Acquisitions	\$928,937	\$0	\$928,937	\$0	\$0	\$0	\$0
Major Repairs	\$144,066	\$0	\$144,066	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$120,698,774	\$0	\$120,698,774	\$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	\$96,872,099	\$0	\$96,872,099	\$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:							
Support Education in Louisiana First Fund (G10)	\$1,765,779	\$0	\$1,765,779	\$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: Southeastern Louisiana University

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: University of Louisiana at Lafayette

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	\$38,627,802	\$0	\$38,627,802	\$0	\$0	\$0	\$0
Interagency Transfers	\$185,000	\$0	\$185,000	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$136,939,525	\$0	\$136,939,525	\$0	\$0	\$0	\$0
Statutory Dedications **	\$2,274,579	\$0	\$2,274,579	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$178,026,906	\$0	\$178,026,906	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$100,039,856	\$0	\$100,039,856	\$0	\$0	\$0	\$0
Other Compensation	\$1,673,765	\$0	\$1,673,765	\$0	\$0	\$0	\$0
Related Benefits	\$39,652,687	\$0	\$39,652,687	\$0	\$0	\$0	\$0
Travel	\$260,766	\$0	\$260,766	\$0	\$0	\$0	\$0
Operating Services	\$6,810,419	\$0	\$6,810,419	\$0	\$0	\$0	\$0
Supplies	\$1,297,909	\$0	\$1,297,909	\$0	\$0	\$0	\$0
Professional Services	\$722,184	\$0	\$722,184	\$0	\$0	\$0	\$0
Other Charges	\$19,765,150	\$0	\$19,765,150	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$7,668,920	\$0	\$7,668,920	\$0	\$0	\$0	\$0
Acquisitions	\$135,250	\$0	\$135,250	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$178,026,906	\$0	\$178,026,906	\$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	\$136,939,525	\$0	\$136,939,525	\$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:							
Support Education in Louisiana First Fund (G10)	\$2,274,579	\$0	\$2,274,579	\$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: University of Louisiana at Lafayette

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: University of New Orleans

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	\$16,057,762	\$0	\$16,057,762	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$69,746,142	\$0	\$69,746,142	\$0	\$0	\$0	\$0
Statutory Dedications **	\$2,182,906	\$0	\$2,182,906	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$87,986,810	\$0	\$87,986,810	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$37,584,915	\$0	\$37,584,915	\$0	\$0	\$0	\$0
Other Compensation	\$2,934,604	\$0	\$2,934,604	\$0	\$0	\$0	\$0
Related Benefits	\$15,862,018	\$0	\$15,862,018	\$0	\$0	\$0	\$0
Travel	\$235,341	\$0	\$235,341	\$0	\$0	\$0	\$0
Operating Services	\$11,501,261	\$0	\$11,501,261	\$0	\$0	\$0	\$0
Supplies	\$2,775,168	\$0	\$2,775,168	\$0	\$0	\$0	\$0
Professional Services	\$1,713,145	\$0	\$1,713,145	\$0	\$0	\$0	\$0
Other Charges	\$11,040,197	\$0	\$11,040,197	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,674,942	\$0	\$3,674,942	\$0	\$0	\$0	\$0
Acquisitions	\$665,219	\$0	\$665,219	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$87,986,810	\$0	\$87,986,810	\$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	\$69,746,142	\$0	\$69,746,142	\$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:							
Support Education in Louisiana First Fund (G10)	\$2,182,906	\$0	\$2,182,906	\$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: University of New Orleans

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: UL System Summary

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS			
	FY 2020-2021	ADJUSTMENT	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$169,988,977	\$0	\$169,988,977	\$0	\$0	\$0	\$0
Interagency Transfers	\$259,923	\$0	\$259,923	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$672,783,145	\$266,000	\$673,049,145	\$0	\$0	\$0	\$0
Statutory Dedications **	\$15,438,991	\$0	\$15,438,991	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$858,471,036	\$266,000	\$858,737,036	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$421,689,295	\$186,457	\$421,875,752	\$0	\$0	\$0	\$0
Other Compensation	\$10,462,077	\$0	\$10,462,077	\$0	\$0	\$0	\$0
Related Benefits	\$185,403,703	\$79,543	\$185,483,246	\$0	\$0	\$0	\$0
Travel	\$3,043,369	\$0	\$3,043,369	\$0	\$0	\$0	\$0
Operating Services	\$57,355,341	\$0	\$57,355,341	\$0	\$0	\$0	\$0
Supplies	\$12,225,539	\$0	\$12,225,539	\$0	\$0	\$0	\$0
Professional Services	\$7,650,470	\$0	\$7,650,470	\$0	\$0	\$0	\$0
Other Charges	\$125,244,677	\$0	\$125,244,677	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$27,262,390	\$0	\$27,262,390	\$0	\$0	\$0	\$0
Acquisitions	\$7,990,109	\$0	\$7,990,109	\$0	\$0	\$0	\$0
Major Repairs	\$144,066	\$0	\$144,066	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$858,471,036	\$266,000	\$858,737,036	\$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	\$672,783,145	\$266,000	\$673,049,145	\$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:							
Support Education in Louisiana First Fund (G10)	\$13,568,726	\$0	\$13,568,726	\$0	\$0	\$0	\$0
Calcasieu Parish Fund (E30)	\$236,138	\$0	\$236,138	\$0	\$0	\$0	\$0
Calcasieu Parish Higher Education Improvement Fund (TA0)	\$1,634,127	\$0	\$1,634,127	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



QUESTIONNAIRE ANALYSIS

GENERAL PURPOSE

1. The UL System's BA-7 request for additional Fees and Self-Generated budget authority is needed to avoid an unbalanced budget at year-end for the UL System.

REVENUES

4. The revenues for this BA-7 will come from Fees and Self-generated revenue from the UL System nine member institutions.

- The original fund balance is \$2,814,000 and the revised fund balance is \$2,814,000.
- The original fund balance that was originally budgeted is \$2,814,000.
- The revised fund balance that will be budgeted if this BA-7 is approved is \$3,080,000.

EXPENDITURES

9. The amount requested was calculated using the current ZP116 report.

10. Funds are not being transferred.

11. \$186,457 will be expensed for salaries and \$79,543 will be expensed from related benefits.

OTHER

12. Contact Information

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University of Louisiana System
225-342-6950
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Kecia.Neal@ulsystem.edu

BA-7 SUPPORT INFORMATION

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DIVISION OF ADMINISTRATION
Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET

Briefing Book

FOR

May 2021

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May 2021

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Replacement of Walk-in Coolers and Freezer
Northeast Louisiana Veterans Home
Department of Veterans Affairs
Project No. 03-132-17-02; F03000030

Reporting of Change Orders over \$50,000 and under \$100,000	2
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1) Library Replacement
Grambling State University
Grambling, Louisiana
Project No. 19-623-13-02, Part 01; WBS F.19001130

2) Library Replacement
Grambling State University
Grambling, Louisiana
Project No. 19-623-13-02, Part 01; WBS F.19001130

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 27, 2021

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

**RE: Supplemental Funds Request
Replacement of Walk-in Coolers and Freezer
Northeast Louisiana Veterans Home
Department of Veterans Affairs
Monroe, Louisiana
Project No. 03-132-17-02; F.03000030**

Dear Chairman White:

Act 4 of 2017 appropriated \$75,000 of federal funds for replacement of walk-in coolers and freezer in the Northeast Louisiana Veterans Home.

Bids were received for this project on March 5, 2021 and the low bid of \$103,000 exceeds the available funding. An additional \$40,000 is required to award this construction contract.

Facility Planning and Control requests authorization to receive \$40,000 from the Department of Veterans Affairs to award this construction contract. The Department of Veterans Affairs has sufficient funds available in self-generated revenues from federal funds.

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

Sincerely,

Mark A. Moses
Assistant Commissioner

Jay Dardenne
Commissioner of Administration

CC: 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

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 27, 2021

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

**Re: Reporting of Change Orders over \$50,000 and under \$100,000
Facility Planning and Control**

Dear Chairman White:

In accordance with R.S. 39:126 any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority Facility Planning and Control has issued change orders that are itemized on the attached list.

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

Sincerely,

Mark A. Moses
Assistant Commissioner

Jay Dardenne
Commissioner of Administration

CC: 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

- 1) **Library Replacement**
Grambling State University
Grambling, Louisiana
Project No. 19-623-13-02, Part 01; WBS F.19001130
State ID No.: New
Site Code: 7-31-003
Date of Contract: December 20, 2019
Original Contract Amount: \$ 12,448,000.00
Contract amount increased by Change Order 1: \$ 82,822.72
New Contract Sum: \$ 12,530,822.72

Change Order 1 increases the contract amount to resolve issues associated with unforeseen concrete foundations from previously demolished dormitories on the new library site. These foundations were approximately 5 to 6 foot below grade. The work consists of the removal and/or partial removal of all subsurface footings, pile caps, and grade beams under the building footprint. Scope also includes additional slab reinforcement and footing adjustments of new library necessary to bridge existing subsurface conditions. Within the scope, the contractor performed investigative work to determine the extent of the subsurface conditions, as well as, investigative work by Byrnes Mechanical regarding extent of utility lines. The work consists of boring under the existing road and extending water lines to the new building site. The change will allow for the elimination of the use of potable water for irrigation and save operating funds.

- 2) **Library Replacement**
Grambling State University
Grambling, Louisiana
Project No. 19-623-13-02, Part 01; WBS F.19001130
State ID No.: New
Site Code: 7-31-003
Date of Contract: December 20, 2019
Original Contract Amount: \$ 12,448,000.00
Changes by previous change orders: \$ 82,822.72
Contract amount increased by Change Order 2: \$ 58,501.25
New Contract Sum: \$ 12,589,323.97

Change Order 2 increases the contract amount by adding a glass smoke partition as required by the Office of the State Fire Marshal. The work includes the installation of a glass partition wall to separate the second floor library areas from the two-story opening above the lobby/exhibit area.

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

MEMORANDUM

DATE: May 11, 2021
TO: Legislative Leadership
FROM: Jay Dardenne
Commissioner of Administration
SUBJECT: MedImpact Emergency PBM Contract

1. On October 5, 2020, JLCB refused to approve the DOA-recommended emergency contract with CVS, which had been selected in the procurement process.
2. JLCB subsequently approved an emergency contract with MedImpact, based on MedImpact's promise to meet and exceed the generated savings offered by CVS.
3. The emergency contract with MedImpact was signed on October 12, 2020, to be effective on January 1, 2021.
4. In evaluating MedImpact's offer for emergency contract, Buck (our actuary) requested figures from MedImpact to calculate projected rebates. Based on the numbers MedImpact provided, Buck calculated that OGB would realize \$197 million in rebates.
5. On February 24, 2021, MedImpact advised that it would not meet the anticipated savings and revealed, for the first time, that it was relying on an obscure provision in the contract that limits OGB's eligibility to receive rebates. MedImpact contends that OGB's plan is not a "qualifying plan design" and, thus, OGB is not entitled to the minimum rebate guarantees. This means that OGB will only get "actual" rebates instead of minimum rebate guarantees. After OGB's repeated requests for rebate projections, MedImpact informed OGB that its projected rebates for 2021 total \$108 million, which is \$89 million less than the amount anticipated.
6. MedImpact's representatives at the JLCB meeting on October 5, 2020 were very crafty in their answers to questions by Senator Mills and others, indicating their obvious intent to get

the contract by subterfuge and then surprise us by taking the position that the anticipated savings would not be paid to the state. I am confident in saying that all JLCB members, just like me and my staff, believed and understood that MedImpact represented that the state would get the same, and more, payments that had been provided and guaranteed by CVS.

7. MedImpact repeatedly represented that it would meet the pricing terms and conditions of the CVS emergency contract. For example:
 - 9/4/20 email to OGB: “This would allow OGB to realize the exact same cost savings it is contemplating under the Emergency Contract.”
 - 9/15/20 letter to Chairman White: “...the state would receive the same pricing and pricing terms of the Emergency Contract and therefore realize the exact same cost savings.”
 - 10/2/20 letter to Commissioner Dardenne and OGB: offers “...an additional \$9.5M of projected savings” and states that “MI is agreeable to meeting the same service level performance guarantees contained within the proposed CVS/Caremark Emergency Contract.”
 - 10/8/20 email to Commissioner Dardenne: reiterates the \$9.5M additional savings and states, “This savings projection is based on OGB’s current formulary and plan design...” and “...the net projected savings to OGB would still be higher than the CVS Emergency Contract.”
8. MedImpact is in bad faith and, we believe, in breach of its contractual obligation as clearly understood by OGB, the Division and JLCB, which approved the emergency contract based upon the representations of MedImpact that it would meet, and exceed by \$9.5M, the savings promised by CVS in the proposed emergency contract.
9. I am requesting that the agenda for the May JLCB meeting be revised to add a report from me on the MedImpact emergency contract. I will advise the committee that (a) we are not reaching the anticipated savings promised by MedImpact, (b) we intend to cancel the emergency contract for convenience, reserving our right to proceed against MedImpact for damages, and (c) we intend to execute an emergency contract with CVS, which has agreed to abide by the terms of its proposed emergency contract and to make rebate payments to OGB in accordance with the agreement set forth in the contract and understood by OGB, the Division and JLCB.
10. Since MedImpact provided the significantly reduced projections in late February, OGB has engaged in communications with MedImpact in an attempt to resolve the discrepancy. MedImpact has failed to meaningfully respond to OGB’s requests for resolution.
11. As a result of MedImpact’s position, we will inevitably have a premium increase imposed on members and retirees on January 1, 2022. The best way to mitigate our losses and minimize the increase is to take the action set forth herein and end the contract with MedImpact as quickly as possible. Time is of the essence. OGB must have a PBM in place in order to

provide its members with pharmacy benefits. However, MedImpact's failure to deliver the same (or better) cost savings, as represented, is negatively impacting OGB's fund balance. Upon termination of the MedImpact emergency contract "for convenience," we will proceed with transitioning to an emergency contract with CVS. The transition period is contemplated to be 90-120 days. Hopefully, we will begin receiving the promised rebates by September 1, 2021.

Office of Technology Services
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
Governor



JAY DARDENNE
Commissioner of Administration

MEMORANDUM

DATE: March 2, 2021

TO: Sherry Phillips-Hymel, Senate Fiscal Services Director

FROM: Richard Howze, Chief Information Officer

RE: Request for JLCB Consideration of Technology Engineers, Inc. Contract Amendment

The Division of Administration Office of Technology Services (OTS) is requesting Joint Legislative Committee on the Budget (JLCB) approval of an Amendment to extend the duration of its Contract with Technology Engineers, Inc. (TEI) for software development and data management support for past, present and future oil spills, on behalf of the Louisiana Oil Spill Coordinator's Office (LOSCO). The duration of this Contract is July 1, 2018 through June 30, 2021 and has a maximum value of \$3,750,000.

Section 2.1 of the Contract provides an option to extend for up to an additional 24 months at the same rates, terms and conditions of the initial contract, with prior approval of the JLCB. TEI has proven to be an effective partner to LOSCO during the term of this Contract and LOSCO has requested that OTS seeks the extension of this Contract on their behalf. Included in the Contract Amendment is an increase in the maximum value of the Contract from \$3,750,000 to \$4,500,000. It should be noted that original Contract had an average value of \$1,250,000 per year across the 3-year term and, through efficiencies gained over the Contract term, we are now only increasing the maximum value of the Contract by \$750,000 for the additional 2 years.

Your consideration of this matter is greatly appreciated.

STATE OF LOUISIANA

P.O. 2000353399

CONTRACT

AMENDMENT 1

1.0 PURPOSE OF AMENDMENT

The purpose of this contract amendment is to extend the duration of the contract between the State of Louisiana, Division of Administration, Office of Technology Services, hereinafter, sometimes referred to as the "State" or "OTS", and Technology Engineers, Inc., 11805 Sun Belt Court, Baton Rouge, LA 70809, hereinafter sometimes referred to as the "Contractor" or "TEI".

2.0 MODIFICATIONS OF LANGUAGE

2.1 Section 2.1 TERM OF CONTRACT

A. Original Language

This contract shall begin on **July 01, 2018** and shall end on **June 30, 2021**. State has the right to extend this contract up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approvals 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 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.

B. Amended Language

This contract shall begin on **July 01, 2018** and shall end on **June 30, 2023**.

2.2 Section 5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

A. Original Language

The total value of this Contract shall not exceed a total sum of Three Million Seven Hundred Fifty Thousand, and 00/100 Dollars (\$3,750,000.00).

B. Amended Language

The total value of this Contract shall not exceed a total sum of Four Million Five Hundred, and 00/100 Dollars (\$4,500,000.00).

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

(CONTRACTOR SIGNATURE)

Name: _____

Title: _____

Date: _____

(STATE SIGNATURE)

Name: _____

Title: _____

Date: _____

STATE OF LOUISIANA

On this 1st day of July, 2018, the Office of Technology Services, Division of Administration, State of Louisiana (OTS) on behalf of the Department of Public Safety, Louisiana Oil Spill Coordinator's Office (LOSCO), hereinafter sometimes referred to as "State" and (Technology Engineers (TEI), Inc. 11805 Sun Belt Court, Baton Rouge, LA 70809), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions (the "Contract").

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish the services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

Contractor hereby agrees to competently and diligently provide services necessary to enhance, develop and/or implement all reasonable and necessary software development and data management support to the Louisiana Oil Spill Coordinator's Office ("LOSCO") for websites and databases associated with past, present and future oil spills, as more specifically described in Attachment I Statement of Work (the "Services"). This agreement provides the terms and conditions upon which the Contractor shall provide the Services in accordance with separate task orders negotiated by the parties. A task order template is included as Attachment VI. Contractor shall use its best efforts to complete performance of the Services in accordance with schedules included in the respective task orders.

LOSCO's primary function is to ensure effective coordination and representation of the State of Louisiana's interests in all matters related to oil spill prevention and response, which includes being the lead administrative trustee agency for the State of Louisiana's natural resource trustees responsible for assessing the nature and extent of natural resource damages to the State of Louisiana arising from unauthorized discharges of oil within state boundaries ("Oil Spills").

This scope of work will contribute to the efforts of all Louisiana State Trustees on National Resources Damage Assessments, as well as any subsequent litigation relating to oil spills.

The current software system to be supported and enhanced is called Louisiana Oil Spill Management System (LOSMS). This system operationalizes portions of the Louisiana State Trustees' activities associated with Spill Response, Natural Resource Damage Assessment, and Restoration for past, present, and future oil spills. The LOSMS management portal allows Louisiana State Trustees the ability to enter information, activities, milestones, documents, injury, and negotiations associated with Spill Response, Natural Resource Damage Assessment, and Restoration. The LOSMS management portal also provides the ability to build administrative record indexes and publish various data elements to the public portal. The LOSMS public portal (<https://data.losco.org/>) facilitates the ability to search and view publicly available Spill Response, Natural Resource Damage Assessment, and Restoration data.

OTS and LOSCO will define and provide oversight on the desired outcomes for the System not only as it relates to future prioritizations of the tasks identified, but also in expanding the System to meet the needs, and Trustee prioritizations, associated with oil spills. The Contractor will be responsible for enhancing, implementing, and maintaining the System.

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachment's which are made a part of this Contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

Attachment V - Insurance Requirements for Contractors

Attachment VI - Task Order Template

Attachment VII - Service Level Agreement

Attachment VIII - Non-exhaustive list of adverse or potentially adverse parties

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on July 01, 2018 and shall end on June 30, 2021. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. 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 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.

2.2 WARRANTIES

Contractor shall indemnify the State against any loss or expense arising out of any breach of any specified Warranty.

- A. Period of Coverage.** The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate 180 days after the Contract terminates.
- B. Free from Defects.** Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

- C. Software Standards Compliance.** Contractor warrants that all software and other products delivered hereunder will comply with the State of Louisiana's standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.
- D. Software Performance.** Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.
- E. Original Development.** Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this Contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the Contract.
- F. No Surreptitious Code Warranty.** Contractor warrants that software provided hereunder will be free from any "Self-Help Code" and "Unauthorized Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

G. Ownership documents / Intellectual Property / Source Code

The Source Code, databases and all associated system components shall become the exclusive property of the State. The State shall own all of the rights, including copyright, copyright renewals, and copyright extensions, title and interest in and to all data, and other information developed for this project and versions thereof.

Source Code includes individual modules, class layers, images, and pieces of computer programming that are compiled together to make up the software program. The State will also own all Intellectual Property rights covering any databases, software, training manuals, system design or other proprietary information in any form of medium.

The State will treat the Source Code as a strategic and confidential asset and will provide for its security. The Code will not be shared with other states or with private enterprises except with the explicit and written consent of the Office of Technology Services Chief Information Officer Richard "Dickie" Howze or his designee.

Any / All interfaces developed for this Contract shall not be proprietary and shall become property of the State.

Contractor's source code and all technical and design documentation as related to this Contract shall be made available to the State in the event the Contractor abandons the project with or without formal notice, declares bankruptcy, is no longer capable of meeting its obligations under the Contract, or ceases operations, no matter what the cause. The Contractor shall agree to escrow the source code and all technical and design documentation as related to this Contract.

2.3 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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges

rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

2.4 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the hourly rates as part of the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.5 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.

2.6 SECURITY

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

2.7 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 **(72-1494606)**. Contractor's seven-digit LDR account number is **(3428075)**.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue 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 vendor fail to resolve any

identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

2.8 CONFIDENTIALITY

All efforts relating to the contract matter and the results of Contractor's activities may be used by the State in litigation stemming from oil spills and must be held in strict confidence. Information in any form (oral, electronic, written, or otherwise) whether provided to Contractor, its agents or employees or generated or obtained by Contractor, its agents or employees in connection with the contract is "Confidential Information." All information generated by Contractor, its agents or employees pursuant to the contract will be confidential work product prepared for pending or anticipated litigation. Confidential Information, including work product, will be held in strict confidence. Contractor shall not disclose Confidential Information to any person or entity not covered by an obligation of confidentiality to LOSCO, or without the prior written approval of LOSCO.

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, or which becomes 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 procedural requirements as are applicable to the State. Contractor shall not be required 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 above provisions regarding confidentiality apply equally to any subcontractor working under this Contract.

The obligations of confidentiality survive the termination of the Contract for whatever reason.

2.9 COMMUNICATIONS PROTOCOL

To protect the confidentiality of all communications and assure the control of documents covered by the scope of this engagement, Contractor shall undertake the following steps in connection with documents created in furtherance of the work.

- a. Contractor shall generate written reports, written conclusions, and other written work product only as specifically required by a Task Order and/or at the written direction of the Contract Administrator and LOSCO.
- b. Contractor shall conspicuously mark each page of any written documentation and work product (whether in preliminary, draft, or final form) with the legend "**Confidential Work Product**".
- c. If Contractor is asked to generate reports, written conclusions and other work product, such work product, whether draft, interim or final, including spreadsheets, calculations, and model parameters for all significant iterations of the work, shall be retained.

- d. Contractor shall treat all communications, including but not limited to, electronic drafts of documents and all electronically stored information, as Confidential Information and mark accordingly (to the extent practical) as: **"Confidential Work Product"**.
- e. With the exception of the points of contact identified below, Contractor shall refrain from engaging in communications regarding the Contract and the Services provided hereunder with other persons or consultants outside of Contractor's own organization without the prior written approval of the Contract Administrator and LOSCO.

2.10 PUBLIC STATEMENTS

Unless prior written approval of the Contract Administrator and LOSCO are obtained, Contractor shall not engage in publication or public discussion of Confidential Information, documents, materials, or work product in any forum, whether scientific, technical, media, or otherwise.

2.11 NO ADVERSE REPRESENTATION

During the term of this Contract, Contractor shall not enter into any agreement with any other person or entity (or its agent, employee, contractor, or consultant) who is adverse or potentially adverse to the State to provide services without the prior written approval of the Contract Administrator and LOSCO. A non-exhaustive list of adverse or potentially adverse parties is attached as Attachment VIII. Any question as to whether a person or entity is adverse or potentially adverse to the State should be disclosed and discussed with Contract Administrator and LOSCO.

Contractor must also make the Contract Administrator and LOSCO aware of, and obtain the Contract Administrator's and LOSCO's prior written approval, before accepting any funds from adverse or potentially adverse parties and/or before providing any services i.) That are in any way oil spill-related, ii.) That in any way involve environmental assessments or proceedings, whether along the gulf coast or otherwise, or iii.) That involve any other work, research and/or projects that could potentially affect the State and its oil spill claims process or potential litigation for the State.

The above provisions regarding adverse representation shall apply equally to any subcontractor working under this Contract.

2.12 INDEPENDENT CONTRACTOR

In all matters relating to the Contract, neither the Contractor nor employees of the Contractor, shall be considered employees of the State under the meaning or application of any Federal or State Unemployment, Insurance or Worker's Compensation Law.

2.13 CONTRACT ADMINISTRATOR/PRINCIPAL POINT OF CONTACT

Amit Chabukswar, or his/her designee, will be tasking Contractor and providing oversight of the Services and expenditure of funds under the Contract. For purposes of this Contract, the term "Contract Administrator" shall refer to Amit Chabukswar or his/her designee. Services shall only be provided by Contractor at the direction of Contractor Administrator. Such direction shall be provided in writing and

shall be contained within specific Task Orders mutually agreed-upon by Contract Administrator and Contractor.

Notwithstanding Contractor's responsibility for management during the performance of the Contract, the Contract Administrator shall be Contractor's principal point of contact on behalf of the State. Contract Administrator may designate other points of contact on behalf of the State, including but not limited to, representatives from other State Natural Resource Trustees. Contractor will include the Contract Administrator and any other designated points of contact on any and all communications regarding the task to be performed pursuant to the Contract.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

- A. *Provide Project Manager*** - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.
- B. *Project Work Plan*** - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

The Contractor and any support staff will work on a task order "as needed" basis, which will allow for the individual definition of projects, estimation by the Contractor of what will be required, and an approval by the State Project Director and LOSCO to initiate the work (via a task order). The Contractor will provide the State with an estimated time schedule for each assigned task order for review, coordination and approval by the State Project Director and LOSCO. Once a task order is approved, the Contractor will provide appropriate personnel, having the requisite expertise and detailed knowledge, based on the Services requested. No work shall be done prior to an approved task order.

- C. *Provide Project Progress Reports*** - Contractor shall submit monthly project reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.
- D. *Provide Time Sheets*** - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.
- E. *Provide Issue Control*** - Contractor will develop and implement with the State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager***. Contractor shall provide a Project Manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The Project Manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel***. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes***. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. Other Resources. Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR/LOSCO POINT OF CONTACT

DOA shall appoint a State Project Director for this Contract who, in conjunction with LOSCO, will provide oversight of the activities conducted hereunder. The State Project Director is identified in Attachment IV. LOSCO's point of contact is also identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director and LOSCO point of contact shall be the principal points of contact on behalf of the State and will be the principal points of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this Contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, the State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract task orders will be submitted, reviewed, and accepted according to the following procedure:

- A. General.** Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the applicable signed task order, and is in accordance with the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.
- B. Submittal and Initial Review.** Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director and LOSCO will use best efforts to review the deliverable within ten (10) business days after the Deliverable is presented to the State Project Director and LOSCO, but in no event later than fifteen (15) business days after the Deliverable is presented to the State Project Director and LOSCO. Within the applicable period, the State Project Director and LOSCO will direct the appropriate review process; coordinate any review outside the Project team, and present results to any user committees and/or Steering

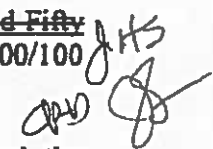
Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director and LOSCO will review such modifications within fifteen (15) business days. If no notification is delivered to Contractor within those fifteen (15) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

E. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all Contract Deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The total value of this Contract shall not exceed a total sum of ~~Six Million Two Hundred and Fifty Thousand, and 00/100 Dollars (\$6,250,000.00)~~ Three Million Seven Hundred Fifty Thousand, and 00/100 Dollars (\$3,750,000.00). 

In consideration for satisfactory Services performed pursuant to this Contract, and all rights conveyed, the State shall pay Contractor for its Services according to the Contractor's hourly rate schedule listed below. The State shall be liable only for work and expenses that have been authorized in mutually agreed upon task orders. The cost and rates for services to be provided by approved subcontractors or consultants retained by the Contractor will be negotiated as part of individual task orders (see "Subcontractors"). Subcontracting rates shall not be any higher than the rates identified in this Contract. Payments will be made only on approval of the Office of Technology Services Chief Information Officer Richard "Dickie" Howze or his designee and will be made by the Agency within approximately thirty (30) calendar days after receipt of properly executed invoice, and approval by the Office of Technology Services Chief Information Officer Richard "Dickie" Howze or his designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Staff Resource	Hourly Rate
Database Administrator	\$97.50
Senior .Net Developer	\$105.00
Intermediate .Net Developer	\$95.00

Web Content Administrator	\$70.00
IT Project Manager	\$120.00
Data Control Specialist	\$85.00
Data Entry Specialist	\$40.00
Requirements Analyst	\$92.00
Software Architect	\$122.50

Contractor shall submit an original invoice monthly for Services tasked under this Contract. Each invoice will provide the following information: a) invoice number, date, and applicable Task Order; b) Contractor's address; c) the timeframe covered by the invoice; d) total labor and non-labor charges, if applicable; e) general description of work performed. Contractor shall keep sufficient records to substantiate all costs and expenses claimed; f) Purchase Order number.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to the expiration date of the Contract.

Prohibition against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

State 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 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 either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. 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.

6.2 TERMINATION FOR CONVENIENCE

State 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 thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

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

8.0 AVAILABILITY OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the 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 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 have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this Contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this Contract shall become the property of the State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this Contract. In addition, at any time during the contract period, the State shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, files and other material collected or prepared by the Contractor in connection with the Contract within ten (10) days of receipt of written notice issued by the State. Nothing in this provision shall prevent Contractor from retaining a copy of any such material.

10.0 NONASSIGNABILITY

No Contractor 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 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.

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this Contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

Contractor recognizes that all software, books, records, worksheets, and other documents under this Contract can become subject to a Litigation Hold during the term of this Contract. Contractor agrees that if any software, books, records, worksheets, or other documents hereunder do become subject to a Litigation Hold,

Contractor agrees to follow the procedures set forth in said Litigation Hold, and agrees to retain all software, books, records, worksheets, or other documents relevant to this Contract and the funds expended hereunder until otherwise instructed by the State Project Director and LOSCO.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract 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.

15.0 NON-DISCRIMINATION

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

16.0 HEADINGS

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

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) and any Task Order executed pursuant to this agreement constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

18.0 GOVERNING LAW

The laws of the State of Louisiana shall govern the terms of the Contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

19.0 Prohibition of Discriminatory Boycotts of Israel

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


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

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

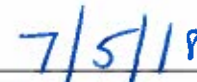

CONTRACTOR'S SIGNATURE


DATE


DEPARTMENT OF PUBLIC SAFETY'S SIGNATURE


DATE


DIVISION OF ADMINISTRATION'S SIGNATURE


DATE

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor 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.

CLEAN AIR ACT

Contractor 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 nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor 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).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

ATTACHMENT I

STATEMENT OF WORK

1.0 INTRODUCTION

Contractor shall work with the State to enhance, develop and/or implement all reasonable and necessary data management support to the Office of Technology Services (OTS) and the Louisiana Oil Spill Coordinator's Office (LOSCO) for the websites and databases associated with past, present and future oil spills, that will work together as an integrated system to allow LOSCO to manage data generated during an oil spill's lifecycle.

The goals of this Contract shall be as follows:

- Maintain and support the existing Louisiana Oil Spill Management System.
- Develop new system components or features that further operationalize or streamline collection of data related to oil spills and integrate into the Louisiana Oil Spill Management System. New system components developed shall adhere to the following:
 - Common collection and display functions for all oil spills, thereby reducing the cost in duplicating the functions across multiple agencies.
 - Standardize tools and technologies
 - Best practices as used in government data collection activities
 - Configurability
 - Dashboard with visual analytic capabilities to provide information for LOSCO managers to control oil spill coordination.

2.0 DESCRIPTION OF SERVICES/TASKS

The Contractor shall provide a broad range of projects of varying size and complexity in two general areas related to the continued and efficient use of Information Technology. These two general areas are Application Development, and Infrastructure Support. Application development shall add capacity and capabilities in application development where the Information Technology Section does not have sufficient knowledge or resources. Infrastructure support shall focus on the ongoing database and application storage, maintenance and problem resolution of backend resources.

This Contract shall be on a task order basis (See Attachment VI for Sample Task Order) as agreed upon by the Contractor, the State Project Director and LOSCO prior to the work being done. The services shall include, but shall not be limited to the following:

- Analysis
- Design
- Architecture
- Development
- Project Management
- Systems Administration
- Infrastructure Support
- Data Warehousing
- ETL Development
- Database Administration

- GIS (Geographic Information Systems) development - ESRI and Google Earth.
- eBusiness, web design, and development of web portals
- Designing business intelligence systems, executive dashboards and workflows
- Cloud database and application storage for the entire Oil Spill application.
- Data and User level security
- Database and application migration.

The Contractor shall provide the following Louisiana software development and data management support services related to past, present and future oil spills:

- Project manager to oversee the Louisiana data management and development effort.
- Necessary project resources for the project.
- 24-hour application support for Louisiana Oil Spill Management System, seven days a week, during the contract period. This support may require collaboration with state's production hosting and infrastructure.
- Collect and document requirements for new system components or features. Requirements should include impact analysis for existing Louisiana Oil Spill Management System. Finalized requirements should include estimates for cost and estimated development time.
- Design, code, test and deploy agreed upon functionality using Microsoft .NET architecture and Microsoft SQL-Server Database. Contractor will be provided access to the existing production and development hosting environments.
- Consulting, analysis, and programming services for any changes to Louisiana Oil Spill Management System mandated by legislation and/or administrative regulation.
- If external data interfaces are requested, the Contractor shall negotiate Louisiana data exchange agreements with external data sources with the assistance of State legal counsel. The State shall review and approve these Louisiana data exchange agreements. The Contractor will ensure the data exchanged with all external systems according to the agreed upon procedure.
- Development and testing software for LOSMS.
- Estimated time schedules for each assigned task order for review, coordination, and approval.
- Provide measures to prevent security threats that may result in data loss or service degradation, including:
 - 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, to be approved by OTS and LOSCO, prior to building in the measures.

- Secure password management policies that include, at a minimum: a secure encryption algorithm, a process for password recovery, a process for changing the password, and a policy on password strength.
 - Reasonable protection against intruders.
- Perform data analysis, data Quality Assurance/Quality Control, and data entry.
- Perform database backups.
- Ensure that data is exchanged with all external systems according to an agreed upon procedure.
- Provide maintenance, enhancement, integration, interoperability, and support for the existing LOSMS System.
- Taking measures to prevent security threats that may result in data loss or service degradation, including:
 - Firewall protection.
 - 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, to be approved by OTS and LOSCO, prior to building in the measures.
 - Secure password management policies that include, at a minimum: a secure encryption algorithm, a process for password recovery, a process for changing the password, and a policy on password strength.
 - Reasonable protection against intruders.
- The Contractor shall comply with the Service Level Agreement in Attachment VII.
- The Contractor shall provide PRODUCT LICENSES: All product licenses that are purchased for use under this Contract must be purchased in the State's name or must be able to be transferred to State without cost at the end of the Contract.
- **TURNOVER:** In the event that the Contract expires or is terminated. the following requirements must be met:
 - All source code shall be transferred to LOSCO with complete documentation.
 - All data, metadata and database schema and all other electronic and paper files shall be transferred to LOSCO with complete documentation. The Contractor shall NOT withhold any information proprietary or otherwise.
 - In the event of early termination of the Contract, the Contractor will be asked to remain on the Contract for up to 3 months of time for transfer of knowledge. Contractor shall not withhold any information.
 - The Contractor shall provide necessary support to LOSCO and its new Contractor to transfer all programs, data and other information that is required for LOSCO to be completely operational.

- All licenses or any other hardware/software that were purchased for this Contract must be transferred to the State/LOSCO at NO charge to the State/LOSCO.
- **TECHNICAL ENVIRONMENT:**
 - The State of Louisiana owns all (existing and newly developed) source code base for LOSMS.
 - The current technical environment can be found in Attachment II of this Contract.

The Contractor shall comply with state standards and guidelines related to system development, installation, software distribution, security, networking and usage of State resources. Furthermore, Contractor shall design and configure the Oil spill coordination management areas to operate within the State's hardware, software, and networking environments if necessary.

3.0 SCHEDULE REQUIREMENTS

This Contract is a task order based contract, so the Contractor will be responsible for creating each task order based on the priorities identified by the State Project Director and LOSCO and include, at a minimum, the following information in a proposed task order that the State Project Director and LOSCO can approve prior to any work commencing:

- Estimated Project Start Date
- Work Plan for Requested Task
- Project Phases (if needed for task order)
- Estimated Personnel and cost
- Completion Target Date

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

Performance Measures

The performance of the Contract shall be measured by the State Project Director and LOSCO who shall use the following criteria to measure the performance of the Contractor:

- Availability of the Contractor's project and technical staff to perform the requested tasks.
- Maintaining task order timelines.

Monitoring Plan

The State Project Director and LOSCO shall monitor the Services provided by the Contractor and the expenditure of funds under this Contract. The State Project Director and LOSCO shall be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The performance of the Contractor shall be monitored by:

- Reviewing all work completed in accordance with all of the requirements of the Contract and task orders.

- Reviewing completed design components to ensure that all requirements in reference to the overall system design of the State are met.
- Verifying all Contractor Status reports, task order proposals, invoices for services, rendered time sheets and task breakdowns to determine if billing for work completed is accurate.

The State Project Director and LOSCO shall review all work produced and oversee and approve all hours worked.

A monthly status report shall be submitted to the State Project Director and LOSCO by the Contractor, which shall outline all tasks that are opened, completed, and hours worked within that given month.

5.0 DELIVERABLES

The State shall issue specific task orders for activities or assignments during the Contracted period, which will include specific deliverables per task order.

The Contractor shall provide specific deliverables per agreed upon task orders for activities or assignments. The task order will identify: activities/tasks to be performed, project personnel requirements, estimated workdays/personnel hours to complete, estimated dollars associated, and expected start and completion dates. The Contractor shall provide technical staff on site, as agreed upon and appropriate, for application development and functional enhancements as needed by the State.

As prioritized and agreed upon with OTS/LOSCO and included within specific task orders, the Contractor shall provide the following deliverables:

- Project Management / Initiation.
 - Identify and establish a Facilitator/Project Manager to work with the project team.
 - Clarify roles and responsibilities, which include diagramming how tasks, comments, and outstanding issues will flow between the different project team members and their counterparts within the state agencies, along with the format for comments (i.e. blank comment sheet that clearly defines the section being commented on).
 - Establish an electronic mechanism to track all project communications and tasks and allow the project members to access the information.
 - Host conference calls throughout the project duration; facilitate discussion and issue conference call agendas and meeting minutes.
 - Submit monthly project reports / status.
 - Hold one (1) project kickoff meeting to introduce team members and their roles / responsibilities in the project.
 - The Contractor shall prepare and deliver an introductory briefing for the State's management and selected staff (approximately 25 people) that introduces key Contractor staff, provides a high level overview of the proposed solution and how it will be implemented through a task order based system.
 - The Contractor may include other topics that are relevant to promote a better understanding of the project.
 - The Contractor shall submit the agenda and presentation materials for this briefing to the State's Project Manager and LOSCO for review and approval prior to presentation.

- The Contractor shall provide the presentation materials and handouts used during this briefing in both a paper and electronic format.
 - The electronic format shall be provided by the Contractor in Microsoft PowerPoint, Visio, and/or Microsoft Word format.
- Planning and Design shall include leading blueprint sessions as necessary. The Contractor shall:
 - Determine task and system requirements.
 - Document the system data flow requirements, including all data elements and business processes for all participating entities/partners.
 - Define project standards and controls required by the State.
- Technical Assessment Report.
 - Contractor will review those areas of the State's Information Technology environment; including: standards, guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc. related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the task orders.
- Functional System Requirements Report.
 - Contractor will develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work and requirements gathered in the Planning and Design phases.
- Implementation Planning Report.
 - Contractor will develop an Implementation Planning Report describing the strategy for implementing the system tasks, including: system testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan shall address resources, time frames, responsibilities, and contingencies.
- Programming/Custom Modifications.
 - Contractor will perform programming/coding tasks as necessary to produce the software specified in the functional report.
- Software Installation.
 - Contractor will perform software installation tasks as applicable; including: database setup, file sizing, software retrofitting, and installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
- Systems Test and Acceptance Test Support.
 - Contract will provide functional support on system functionality, production planning meetings, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts, full system testing

and review of results, and development of an acceptance test calendar with all of the appropriate cycles.

- Interface Testing.
 - Contract will provide development and testing of extract programs, input interfaces, output interfaces, and front-end program.
- Training.
 - Contractor will provide a complete training plan and instructor training to State personnel on the new system. This includes both training materials and application student guides if needed.
- Documentation.
 - Contractor will provide all documentation as specified in the Implementation Plan including but not limited to:
 - Overall technical System architecture documents including hardware, environments, security, backup / disaster recovery (DR) strategy.
 - Network diagram of production/test system with interfaces.
 - System startup document.
 - Data element dictionary of all databases in the project.
 - Data crosswalk documentation
 - End user training and help documentation.
 - System Administration training and help documentation.
- Reporting.
 - The Contractor will provide the ability to allow authorized users to generate real time reports as specified by the State on data and statistics. A sample report may be the total number of oil spills occurring during a specified period.
 - The Contractor will provide the ability to allow authorized users to selectively generate/print reports based on the following criterion:
 - A single record.
 - A group/all records.
 - A specified listing of records.
 - All except specific record/records.
 - Print a specific page requested
 - Print selected text.
 - Monthly status reports

At a minimum, monthly status reports will be provided that reflect the major activities for the reporting period. The State will expect monthly participation in status meetings with the State project team. Project management shall use the status report to monitor project activity and to detect potential problems or delays. The monthly status report will serve as the agenda for the status meetings. Topics to be covered shall include:

- A listing of open tasks;
- A listing of significant departures from project planning and objectives with explanations of causes and strategies to achieve realignment;

- A listing of tasks completed since the last report;
 - Tasks that were delayed and reasons for delay;
 - Planned activities for the next scheduled period;
 - Summary of major concerns or issues encountered, proposed recommendations; and
 - Any other topics that require attention from the State's project manager.
- Knowledge Transfer, Documentation.
 - The Contractor shall transfer all application knowledge to the State to position them to be self-sufficient after contract completion.
 - The Contractor shall provide side by side on the job training to facilitate knowledge transfer
 - The Contractor shall provide documentation (to include all procedures required for ongoing maintenance) in addition to documentation requirements identified throughout the RFP and this Contract.
- Ongoing Support.
 - The Contractor shall provide a comprehensive maintenance and operations support program that shall include:
 - Preventive maintenance
 - Remedial maintenance
 - Help desk support
 - Rapid response times for unscheduled services.
 - The Contractor shall provide the maintenance and support program for the life of this Contract.
- Help Desk/Issue Resolution.
 - The Contractor shall provide Help Desk and Issue resolution for the life of this project.
 - The Contractor shall provide 24-hours, seven days a week support for the State websites and databases throughout the contract period. Once the oil spill data management system components go into production, State users will report any problems or issues through our online help desk system. This help desk is implemented using ASANA software. Trustees may also continue to report problems to members of our data management team, who will enter the problem on behalf of the Trustee into the online help desk. If it is determined by the Contractor that a system component change is needed to address a submitted problem, that change is entered into the change management system and brought to the attention of the State Project Director and LOSCO. That requested change is prioritized through the normal prioritization process. If it is determined by the Contractor that remedial maintenance is needed to address a reported problem, that maintenance is scheduled based on the urgency of the problem, as determined by the State Project Director and LOSCO. If a problem has a very high urgency as determined by the State Project Director and LOSCO, an emergency fix can be scheduled.
 - The Contractor shall continually review the system configuration and identify and schedule preventive maintenance to be performed with approval of the State Project Director and LOSCO.
 - For unscheduled services of an urgent nature for the State, the Contractor shall respond back to the State Project Director and LOSCO within one hour during normal business hours, or within 24 hours outside of normal business hours, including weekends and holidays. The

Contractor will work with the State to arrange a mutually agreeable solution and timeframe to resolve the problem, based on the nature of the request. The Contractor will keep the State Project Director and LOSCO informed of any emergency situations.

- **Change Management**
 - The Contractor shall develop and implement, with the State's approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
- **Final Project Report.**
 - The Contractor shall provide, at the conclusion of the project, a final report that includes the extent and manner to which the project objectives have been met, as well as follow-on recommendations.
 - The Contractor shall develop a lessons learned report to communicate the lessons learned, including guidance to serve as a "How to Manual" for the project.
- **Staffing requirements**

The Contractor shall provide individuals who meet or exceed the following qualifications in the staff classifications specified:

 - **IT Project Manager.** Experience level: 5+ years' experience in project management. This individual shall possess an ability to apply strong project management skills and methodologies with proven experience in large-scale IT initiatives. This individual shall have experience in and strong knowledge of information technology applications, design, processes, software and equipment. This person shall also have experience in leading IT related projects and managing delivery teams.
 - **Database Administrator.** Experience level: 4+ years of SQL Server Administration 2008-2016 with a strong knowledge of all Microsoft Windows Operation Systems. This individual must possess experience in troubleshooting SQL coding and DB fragmentation, troubleshooting hardware, including controller limitations, disk space, SAN storage and Fiber connections.
 - **SQL Reporting and Integration Services Developer.** Experience level: 4+ years' experience with SQL Server/ Business Intelligence (BI) Reporting and integration Services.
 - **Senior .Net Developer.** Experience Level: 5+ years' .NET and SQL Server programming. Shall possess a background in business application development with strong communication and leadership skills. Experience in MS Windows and Web development platforms, specifically .NET (ASP.NET & VB.NET), MVC Framework, C#, jquery, and SQL Server platforms shall be required.
 - **Intermediate .Net Developer.** Experience Level: 4+ years' .NET and SQL Server programming. Must have a background in business application development with good communication skills and an understanding of MS Windows and Web development platforms,

specifically .NET (ASP.NET & VB.NET), MVC Framework, C#, jquery, and SQL Server platforms shall be required.

- **Web Content Administrator**. Experience level: 2+ years' experience in web page design and design of web-based applications with specific knowledge of Visual Basic, .NET, and development.
 - **Data Control Specialist**-Experience level: 3+ years' experience in data quality assurance and data quality control. It is highly desirable that this person has experience with NRDA data quality assurance and control.
 - **Data Entry Specialist**- Experience level: 1+ years' experience in transcribing data. It is highly desirable that this person has experience in transcribing oil spill data.
 - **Requirements Analyst**- Experience level: 4+ years' experience in analyzing requirements for information processes and systems. This person shall have a strong background in defining procedures and protocols for oil spill related processes.
 - **Software Architect**- Experience level: 5+ years' experience in architecting large-scale .net solutions and managing software development.
- Location:

The primary location the work/delivery will be performed, completed and managed is at:
Louisiana Department of Public Safety
Louisiana Oil Spill Coordinator's Office
7979 Independence Blvd
Baton Rouge, LA 70806

6.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

Satisfactory completion of duties, as detailed in agreed upon task orders, will determine contract performance.

ATTACHMENT II

HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the State's data processing facilities and configuration standards as follows:

1.0 HARDWARE/SOFTWARE AND OPERATING SYSTEM SOFTWARE

Existing System Configurations:

- The Current System is using ASP.NET MVC Technology with C#.net as the coding language. JQuery and vanilla JavaScript used in client side.
- Relational Database : SQL Server 2008R2 Standard
- Server Operating System : Windows Server 2008R2
- Preferred Development Tool : Visual Studio 2013/2017
- Web Browser : Internet Explorer 7,8,9,10,11; Firefox 4 to 56; Chrome 61
- Office and Email Applications : Microsoft Office 2007,2010,2013,2016
- GIS : ArcGIS Javascript API and ArcMap 10.2 (Software)
- Authentication and Encryption : ASP.NET MVC Forms Authentication, SSL
- Internet Bandwidth Size : 64 GB
- Current Database Size : 50 MB*
- Current File Attachments Size: 100 MB*
- Currently 2 dual processor multi core servers
- Application Server : Intel(R) Xenon(R) CPU E5-2680 v3 @ 2.50Ghz 12GB DDR3
- Database Server : Intel(R) Xenon(R) CPU E5-2680 v3 @ 2.50Ghz 12GB DDR3
- Test Server : Intel(R) Xenon(R) CPU E5-2680 v3 @ 2.50Ghz 12GB DDR3

*This size is expected to grow as LOSMS users input historical data into the system.

2.0 SPECIAL REQUIREMENTS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof. Any Contractor-provided workstations or devices to be connected to the State of Louisiana's network must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed by the State before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

3.0 STANDARDS AND GUIDELINES

- Contractor shall be responsible for:
 - Clarifying the assignments as needed with appropriate State personnel.
 - Obtaining verification from the appropriate State personnel that the developed System is functioning correctly.
 - Preparing necessary documentation to properly reflect the usage of the System.

- Training State personnel in the use of the System.
- Implementing task orders that are fully operationally compliant with the latest National and State standards and policies listed below:
 - Louisiana Office of Technology Services Standards and Security Policies.
 - OTS Information Technology Policies and Procedures
 - LOSCO Policies and Procedures

ATTACHMENT III

CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

The Contractor will use qualified individuals for assignment to the project, on an as needed basis mutually agreed upon by both parties (unless otherwise indicated), and in the capacities needed.

The following individuals are assigned to the project and in the capacities set forth below:

- Kate Tomeny Richardson – IT Project Manager
- Ivan Filpo - Senior Database Administrator, Software Architect
- James D'silva – Senior .Net Developer, SQL Reporting and Integration Services Developer
- Chinh Phan – Senior .Net Developer, SQL Reporting and Integration Services Developer
- Raga Sudha Boda - Senior .Net Developer, SQL Reporting and Integration Services Developer
- Siavash Nezhad - Intermediate .Net Developer, SQL Reporting and Integration Services Developer
- Baaji Shayeed Shaik - Intermediate .Net Developer
- Brian Truman – Database Administrator
- Cedeste Lewis - Web Content Administrator
- Bethany Madson Stinson - Data Control Specialist, Data Entry Specialist, Requirements Analyst
- Diane Leightman - Data Entry Specialist, Requirements Analyst

SUBSTITUTION AND ADDITIONAL PERSONNEL

The Contractor's personnel assigned to these task orders shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor Personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

Due to the size and scope of requested task orders, the Contractor may need to provide additional individuals with comparable or improved skill sets when needed, for the State's pre-approval prior to adding to the project.

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof. The State will provide normal office space, internet access and access to the State's workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

ATTACHMENT IV

STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this Contract, resources as described below:

1.0 STATE PROJECT DIRECTOR/LOSCO POINT OF CONTACT

The State Project Director appointed by DOA as described in Section 3.6 is Amit Chabukswar or his designee. Karolien Debusschere, or her designee, is the point of contact for this Contract on behalf of LOSCO. The assigned State Project Director and LOSCO point of contact shall be the principal points of contact on behalf of the State and will be the principal points of contact for Contractor concerning Contractor's performance under this Contract.

2.0 TECHNICAL STAFF

Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director and LOSCO.

3.0 FUNCTIONAL STAFF

Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director and LOSCO.

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

6.0 EXISTING SOURCE CODE AND DATA SOURCES

All available documentation and source related to the existing LOSMS and data sources.

ATTACHMENT V
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.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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 \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. 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, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

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

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 later than 30 days after the anticipated completion of this 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 and Data Breach 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. 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. General Liability and Automobile Liability Coverage

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

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. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given 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.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 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

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 a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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

E. VERIFICATION OF COVERAGE

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 thereafter.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the 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 this 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.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

ATTACHMENT VI
TASK ORDER TEMPLATE

TASK ORDER

Description of Agreement: This Task Order #_____ is issued under the terms and conditions of the Contract dated _____ by and between TEI (Technology Engineers, Inc.) and DOA. Except as provided herein, all terms and conditions of the original Contract shall remain unchanged. The State may terminate this Task Order at any time without penalty by giving thirty (30) days written notice to TEI of such termination.

Statement of Work

•

Period of Performance

•

Deliverables and Dates for Completion of Deliverables

•

Payment Terms

- In consideration for satisfactory services performed pursuant to the Contract, and all rights conveyed, the State shall pay Contractor the following hourly rates:

[Insert Task Rates]

- Other direct costs
- The total cost for services shall not exceed \$____, 000.00, inclusive of expenses.

The effort and amounts presented herein are mutually exclusive and the funding is not to be co-mingled. This is a separate and individually funded Task Order and is to be worked, reported and tracked independently of all other Task Orders.

CONTRACTOR

LOSCO

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

STATE PROJECT DIRECTOR

By: _____
Name: _____
Date: _____

ATTACHMENT VII
SERVICE LEVEL AGREEMENT

Contractor shall comply with the following provisions, unless otherwise directed by the State Project Director and LOSCO:

- a. Ramp up and ramp down of personnel within a one-week period.
- b. Response to requests for technical support based on the level of urgency, at a maximum within 24 hours. A resolution goal timeline for handling support requests.
- c. Service Availability:
 - a. LOSMS must allow all full operational functions to be executed via a standard web browser. When new enhancements to LOSMS have been accepted by the Contract Administrator as fully operational, the following service availability requirements shall apply. At a minimum, the application service must be:
 - i. Ninety Nine (99) % available during working hours: between 6 AM and 6 PM CST, Monday through Friday.
 - ii. Ninety Five (95) % all other times.
 - b. Other exclusions that may apply to the service availability (ex: 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.) will be provided with the selected Contractor.
- d. Performance Levels:
 - a. Secure environments must be provided for two kinds of users:
 - i. A multi-user, collaborative, read/write environment for State Trustee users of LOSMS.
 - ii. A read-only reporting environment for non-authenticated (public) users of the website.
- e. Performance Requirements:
 - a. When the contract requirements are not met, the Contractor shall be given sixty (60) calendar days after written notification to correct the problem. If the problem is corrected within the 60-day correction action period there will be no penalty.
 - b. The Contractor shall report monthly and advise the State via electronic system notifications if issues occur. If the requirements are not met and the problem is not corrected within the 60 calendar day corrective action period, the Contractor shall receive a reduction of five percent (5%) of each month's invoice beginning with the first month of the correction action period. For example: If Contractor is notified of the problem in June and fails to correct the problem within the 60 day period, the Contractor would be penalized for the months of June and every month thereafter until the problem is resolved. The penalty is removed when the Contractor is in compliance.
 - c. If the Contractor fails to comply again for the same contract requirement, the five percent (5%) penalty shall be imposed again without the benefit of the sixty (60) calendar day corrective action period. The penalty is removed when the Contractor is in compliance.

ATTACHMENT VIII
NON-EXHAUSTIVE LIST OF ADVERSE OR POTENTIALLY ADVERSE PARTIES

Any State (other than Louisiana) governmental entities
Any local governmental entities (including those located in Louisiana)
Any Federal governmental entities
Any Designated Responsible Party or potential Responsible Party
Alma Energy Corporation
Amerada Hess Corporation
American Commercial Lines, LLC
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Apache Corporation
BP America, Inc.
BP Corporation North America, Inc.
BP Exploration & Production, Inc.
BP P.L.C.
Baby Oil
Cameron International Corporation F/K/A Cooper-Cameron Corporation
Cedyco
Chevron Pipeline Company
Citgo Petroleum Corporation Transocean Holdings LLC
CLEPCO, LLC
Clovelly Oil Co. LLC
D.R.D. Towing Company, LLC Triton Asset Leasing GmbH
Dune Operating
El Paso E&P Company, L.P.
El Paso Production Company
Equinox Oil Company, Inc.
Exxon Mobile Pipeline
Forest Oil
Gulf Production Company
Habors Oil & Gas
Halliburton Energy Services, Inc.
Helis Oil & Gas
Hess Corporation
Hilcorp Energy Company
Justiss Oil Company, Inc.
M-I, LLC
Mariner Energy, Inc.
McGowan Working Partners
Moex Offshore 2007 LLC
ORB Exploration
Ocean Energy, Inc.
Palmetto Oil
S2 Energy

Shell Pipeline Company, LP
TPIC
Texas Petroleum Investments
Transocean Deepwater, Inc.
Transocean Offshore Deepwater Drilling, Inc.
Weatherford U.S. L.P.
Whitney Oil & Gas, LLC
Williams Field Services
XTO Energy (subsidiary of EMPCo)



State of Louisiana

Louisiana Department of Health
Office of Management and Finance

April 9, 2021

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

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

Dear Senator White:

The Louisiana Department of Health (LDH) requests that the following contract be placed on the agenda for the Joint Legislative Committee on the Budget (JLCB) April hearing for consideration by your committee pursuant to La. R.S. 39:1615(J). LDH has a current contract with this entity and wishes to extend pursuant to the extension options in the contract. Per La. R.S. 39:1615(J), this option requires the approval of your committee before proceeding. The contract is as follows:

Maximus Health Services, Inc. – Enrollment Broker Services

This is a three year, statewide contract between Medicaid and Maximus Health Services, Inc. (MHS) for the provision of comprehensive enrollment broker services, including, but not limited to, processing and distribution of enrollments, choice counseling, and beneficiary support services. MHS has provided such services for Medicaid enrollees since August 2011. Considering this longstanding professional relationship, LDH is requesting approval from JLCB to extend the current MHS contract through July 31, 2023, to ensure continuity of enrollment and beneficiary support services as LDH prepares for the upcoming managed care procurement. Extending the current contract with MHS ensures the State has an experience broker, long familiar with Louisiana health plans and linkage requirements for the transition to possible new managed care entities.

Thank you for considering our request to have this contract extension included on the April JLCB agenda. I am enclosing a copy of the contract and the Scope of Work for your convenience. If you have any questions or need any additional information, please feel free to contact Mitzi Hochheiser in my office at 225-342-8935 or Mitzi.Hochheiser@la.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ruth Johnson".

Ruth Johnson
Undersecretary

Enclosures

**AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Amendment #: 3LAGOV#: 2000353911LDH #: 061914

(Regional/ Program/ Facility)	Medical Vendor Administration	
	Bureau of Health Services Financing	Original Contract Amount <u>\$23,000,608.00</u>
	AND	Original Contract Begin Date <u>08-01-2018</u>
	Maximus Health Services, Inc	Original Contract End Date <u>07-31-2021</u>
	Contractor Name	RFP Number: <u>300009473</u>

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$23,000,698.00 Current Contract Term: 08/1/2018 - 7/31/2021

CF-1:

- 11) Termination Date: 07/31/2021
 12) Maximum Contract Amount: \$23,000,698.00 (as approved)
 13) Amounts by Fiscal Year: FY 19-22: \$5,368,078; \$5,911,309; \$10,931,130, \$790,181 (as approved)
 15) Attachment B: Statement of Work (as approved)

Change Contract To: To Maximum Amount: \$45,049,806.00 Changed Contract Term: 08/1/2018 - 7/31/2023

CF-1:

- 11) Termination Date: 07/31/2023
 12) Maximum Contract Amount: \$45,049,806 (as revised)
 13) Amounts by Fiscal Year: FY 19-24: \$5,368,078; \$5,911,309; \$10,931,130, \$11,007,606 (as revised), \$10,912,971 (as revised); \$918,712 (as revised)
 15) Attachment B: Statement of Work (as revised)

Justifications for amendment:

The Enrollment Broker contract with Maximus Health Services contains an option to extend for up to twenty-four (24) additional months, with JLCB approval up to 12 months, at the same rates, terms and conditions of the initial contract term. The total contract term (8/01/2018 through 07/31/2021) including any extensions cannot exceed 5 years. LDH seeks to extend the current contract for a period of twenty-four (24) months, through 07/31/2023, by utilizing normal Contract Amendment processes.

This Amendment Becomes Effective: 08-01-2021

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 indicated below.

CONTRACTOR

Maximus Health Services, Inc

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE

DATE

PRINT
NAME

CONTRACTOR
TITLE

SIGNATURE

DATE

NAME

TITLE

OFFICE

PROGRAM SIGNATURE

DATE

NAME



Bureau of Health Services Financing

Attachment B
Statement of Work

For

Enrollment Broker Services

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1 GENERAL INFORMATION

1.1. Background

- 1.1.1 The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
- 1.1.2 LDH is comprised of the Bureau of Health Services Financing (BHSF), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
- 1.1.3 LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs and affairs.
- 1.1.4 In Louisiana, Medicaid is administered by BHSF. Medicaid provides medical benefits to low-income individuals and families. Although the federal government establishes the general rules for Medicaid, specific requirements are established by each state. In Louisiana, over 1.5 million residents receive healthcare coverage through Medicaid. Medicaid is funded by both the Federal and State Government and covers a wide range of services, including physicians, hospitals, nursing homes, and Home and Community-Based Services (HCBS). BHSF retains administrative authority for all Medicaid programs, services and waivers.
- 1.1.5 The Health Plan Management section within BHSF has responsibility for providing information, assistance, and operational support to beneficiaries and providers. Additionally, the section provides administrative oversight of the enrollment broker contract, and compiles and analyzes enrollment data for demographic trends and other indicators of vital interest to LDH's management of this program. The section also has primary responsibility for implementation, ongoing operations and oversight of Medicaid managed care delivery systems, including the delivery system for acute and behavioral health care hereafter referred to as the Louisiana Medicaid managed care program.

1.2 Overview of Medicaid Managed Care System

- 1.2.1 In 2012, Louisiana implemented a managed care delivery model designed to improve health outcomes and contain costs through coordination of acute care, specialized behavioral health and medical transportation services for Medicaid beneficiaries. The Louisiana Medicaid managed care program also provides specialized behavioral health and medical transportation for an additional 103,000 Medicaid beneficiaries. In 2016, Louisiana implemented the expansion of Medicaid eligibility under the Patient Protection and Affordable Care Act. As of November 2017, there were 1,466,343 Louisiana Medicaid managed care enrollees. The Louisiana Medicaid managed care program is a full risk-bearing, Managed Care Organization (MCO) health care delivery system currently comprised of five MCOs. In the Louisiana Medicaid managed care program, enrollees are able to choose a health plan that best suits the needs of the enrollee and their family.

- 1.2.2 Enrollment services for Medicaid managed care systems are provided by an enrollment broker. The enrollment broker is the primary contact for Medicaid enrollees and potential enrollees and provides unbiased enrollment services to assist beneficiaries in their selection of a suitable health plan. The enrollment broker is responsible for the enrollment and disenrollment process and serves as an impartial conduit managing the linkage between enrollee and MCO.
- 1.2.3 Currently, LDH staff establishes and determines Medicaid financial eligibility for individuals and provides that information to the enrollment broker via LDH's Fiscal Intermediary. The enrollment broker has no role in establishing or determining Medicaid eligibility. Eligibility questions from consumers are referred to LDH. Medicaid eligibility requirements and included populations are available at www.ldh.louisiana.gov.

1.3 Purpose

- 1.3.1 The purpose of this Contract is to provide comprehensive enrollment services. LDH seeks the services of an enrollment broker for the operation and maintenance of a statewide enrollment system with full functionality to comply with the specifications detailed in this Contract.
 - 1.3.1.1 Implement and perform enrollment services such as developing, distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication.
 - 1.3.1.2 Implement an efficient and cost-effective automated enrollment and disenrollment process.
 - 1.3.1.3 Implement and maintain automated systems to collect and report data, and communicate and transfer data among MCOs, LDH, LDH's Fiscal Intermediary, and/or LDH's Medicaid eligibility systems.
 - 1.3.1.4 Develop, implement, and maintain a beneficiary support system that provides support to beneficiaries both prior to, and after, enrollment in a MCO. Provide a customer service unit that utilizes telephony infrastructure and qualified staff to respond to inquiries regarding all aspects of managed care programs under the purview of LDH.
 - 1.3.1.5 Implement and perform choice counseling by providing information designed to assist beneficiaries in making enrollment decisions. Choice counseling includes answering questions and identifying factors to consider when choosing among managed care plans.

2 SCOPE OF WORK

2.1 Project Overview

2.1.1 Enrollment Broker Services

2.1.1.1 The Contractor shall provide LDH with comprehensive enrollment broker and beneficiary support services in accordance with the specifications set forth herein.

2.1.1.2 For purposes of this Contract, enrollment broker services include “enrollment services” as defined in 42 CFR §438.810(a), as well as related services described in this Contract, whether or not such services are within the scope of enrollment services as defined in federal regulations. As used in this Contract, “enrollment broker” means an individual or entity that performs enrollment services, which includes but is not limited to distributing, collecting, and processing enrollments by phone, in person, or through electronic methods of communication; choice counseling; and beneficiary support services.

2.1.1.3 In accordance with 42 CFR §438.810(b), the enrollment broker and its subcontractors shall be independent of any MCO or other health care provider in the State, and free from conflict of interest.

2.1.1.3.1 The Contractor or subcontractor is not considered independent if it:

2.1.1.3.1.1 Is a MCO entity or other health care provider in the State;

2.1.1.3.1.2 is owned or controlled by a MCO or other health care provider in the State; or

2.1.1.3.1.3 owns or controls a MCO or other healthcare provider in the State.

2.1.1.3.2 The Contractor or subcontractor is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the Contractor or subcontractor or has any contract with them:

2.1.1.3.2.1 Has any direct or indirect financial interest in any entity or healthcare provider that furnishes services in the State;

2.1.1.3.2.2 Has been excluded from participation under Title XVIII or XIX of the Social Security Act;

2.1.1.3.2.3 Has been debarred by any Federal agency; or

2.1.1.3.2.4 Has been, or is now, subject to civil monetary penalties under the Social Security Act.

2.1.1.4 At a minimum, the Contractor will:

2.1.1.4.1 perform all functions directly related to the enrollment and disenrollment of beneficiaries within the managed care system, including physical and behavioral health and dental services;

- 2.1.1.4.2 ensure that enrollees and potential enrollees receive timely and adequate information and education;
 - 2.1.1.4.3 ensure enrollees and/or authorized representatives receive choice counseling that is accessible in multiple ways, including phone, internet, in-person, and via auxiliary aids and services when requested related to managed care delivery systems, including physical and behavioral health and dental services; and
 - 2.1.1.4.4 create and provide enrollee education and enrollment information.
- 2.1.1.5 Additional Medicaid eligibility groups may be added upon approval from the Centers for Medicare and Medicaid Services (CMS) and/or LDH. Regardless of the number of enrollees, the per member per month (PMPM) payment to the enrollment broker shall be the same.

2.2 Deliverables

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

2.2.1.1 Reporting

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

2.2.1.2 Auditing

The Contractor shall perform SSAE 18 SOC 2 Type II audits relevant to the Security and Processing Integrity trust principles throughout the course of the contract, but no more frequent than once annually LDH will approve audit schedules and the mechanisms by which these will be completed. Contractors shall not perform SSAE 18 SOC 2 Type II audits relevant to the Security and Processing Integrity trust principles of DBPM until 2021 calendar year.

The State, CMS, the Office of the Inspector General, and their designees may, at any time, inspect and audit any records or documents of the contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities and equipment where Medicaid-related activities or work is conducted. The right to audit under 42 CFR §483.3 exists for ten years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2.2.1.3 Monitoring

The Contractor shall monitor and evaluate the deliverables and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of status reporting or other formats deemed necessary by LDH. The Contractor shall meet with LDH on a regular basis, as determined by the Contract Monitor. Meetings may be in person, webinar, or teleconference, as determined by the Contract Monitor.

2.2.2 General Requirements

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

2.2.2.2 The Contractor shall:

- 2.2.2.2.1 Assist all beneficiaries throughout the State of Louisiana with enrollment into MCOs, Dental Benefit Program Managers (DBPMs), or alternative Medicaid managed care programs.
- 2.2.2.2.2 Assist and educate all managed care enrollees and potential enrollees with their selection of the most appropriate managed care organization based on their eligibility and category of assistance, taking into account such factors as: individual's healthcare needs, previous provider-beneficiary relationship, the needs of the individual's family members, and MCO enrollment capacity.
- 2.2.2.2.3 Assist and educate all dental benefit plan enrollees and potential enrollees with their selection of the most appropriate DBPM based on their eligibility and category of assistance, taking into account such factors as: individual's dental needs, previous provider-beneficiary relationship, the needs of the individual's family members, and DBPM enrollment capacity.
- 2.2.2.2.4 Maintain the secure automated systems necessary for all of the functional areas while supporting managed care enrollees and potential enrollees, including resources such as provider listings for the MCOs, DBPMs, and for any alternative managed care system.
- 2.2.2.2.5 Electronically process enrollments and disenrollments both retroactively and prospectively from an MCO and/or DBPM as necessary, based on eligibility or at the request of LDH.
- 2.2.2.2.6 Serve as a centralized repository for managed care and DBPM enrollment data with the ability to electronically:
 - 2.2.2.2.6.1 Receive and accurately process eligibility files received from LDH or LDH designees.
 - 2.2.2.2.6.2 Determine the MCO or DBPM for which the beneficiary is eligible and process accordingly.
 - 2.2.2.2.6.3 Accept and process updates/changes to eligibility files and apply changes appropriately.
 - 2.2.2.2.6.4 Identify and transition enrollees from one managed care system to another as eligibility dictates.
- 2.2.2.2.7 Ensure multiple access channels for a beneficiary to enroll and sufficient administrative support to process beneficiary inquiries in a timely manner. The enrollment process must allow beneficiaries the opportunity for self-service by maximizing access through a web-based approach that is supplemented by additional

electronic means, including, but not limited to, e-mail, facsimile and Interactive Voice Response (IVR).

- 2.2.2.2.8 Provide timely and accurate management reporting that supports decision making for all programs as specified by LDH.
- 2.2.2.2.9 Maximize the number of opportunities for potential enrollees and enrollees to obtain objective, unbiased information.
- 2.2.2.2.10 Provide guidance and information to potential enrollees on the requirements of participation in a DBPM, including, but not limited to, the use of network providers; maintenance of existing relationships with network providers; and the importance of preventive dental care.
- 2.2.2.2.11 Educate potential enrollees on the DBPM's delivery system, including, but not limited to, the provider network, ability to accommodate non-English-speaking enrollees, referral system, use of network providers, maintenance of existing relationships with network providers, and the importance of primary dental care.
- 2.2.2.2.12 Educate potential enrollees on orientation and other enrollee services made available by the DBPM.
- 2.2.2.2.13 Develop and provide accurate enrollment materials to potential enrollees and enrollees that contain information to assist in the selection of a managed care organization or DBPM, as specified and approved by LDH.
- 2.2.2.2.14 Ensure that approved enrollment materials are available and accessible to all populations, including individuals who have limited reading comprehension and/or who are non-English speaking, as specified by LDH.
- 2.2.2.2.15 Establish a customer service unit within the continental United States to support enrollment broker and support services inquiries. Customer Service Representatives must be capable of handling and responding to inquiries regarding all aspects of managed care and dental benefit programs and related services provided by LDH.
- 2.2.2.2.16 Coordinate and collaborate with LDH to ensure beneficiaries are informed, educated and provided the assistance required to select an appropriate MCO and DBPM in the manner of their choosing (choice counseling).
- 2.2.2.2.17 Have an effective, LDH-approved plan in the event of a MCO or DBPM contract termination and explain the plan to enrollees and potential enrollees in materials in accordance with 42 CFR § 438.10.
- 2.2.2.2.18 Comply with the informational requirements of 42 CFR §438.10 to ensure that before enrolling, the potential enrollee receives from the enrollment broker, the accurate oral and written information he or she needs to make an informed decision. This information shall be provided in accordance with Social Security Act §1932 and 42 CFR §438.104, in an objective, non-biased fashion that neither favors nor

discriminates against any managed care organization or DBPM. LDH reserves the right to delegate the performance of these informational functions to the MCOs or PAHPs pursuant to 42 CFR §438.3, 42 CFR §438.10, and 42 CFR §438.100.

- 2.2.2.2.19 Comply with all rules and regulations concerning enrollment and disenrollment procedures, including but not limited to: notification requirements concerning disenrollment rights, enrollment rights, and right to request and obtain information concerning enrollment/disenrollment and provide such information within the timeframe specified by LDH.
- 2.2.2.2.20 Adhere to all Medicaid State and Federal rules, regulations, policies and procedures regarding enrollment and disenrollment. The aforementioned may be found at <http://ldh.la.gov/index.cfm/page/2967>
- 2.2.2.2.21 Provide to LDH, the Fiscal Intermediary, MCOs, and DBPMs a comprehensive on-call operation with availability twenty-four (24) hours a day, seven (7) days a week for file exchange and/or transfer matters.
- 2.2.2.2.22 Provide to LDH and its designees a direct comprehensive help desk operation with availability from 7:00 a.m. to 5:00 p.m. Central Time, excluding Louisiana state holidays.

2.2.3 Programmatic Requirements for Enrollment Broker Services

The enrollment process shall include, at a minimum, policies, procedures, and electronic processes that address providing, collecting, and processing enrollments and disenrollments both retroactively and prospectively, and ancillary materials. (Visit www.ldh.louisiana.gov for MCO eligibility, enrollment and disenrollment requirements).

2.2.3.1 Enrollment System

- 2.2.3.1.1 The Contractor will provide an enrollment system for Louisiana Medicaid managed care and dental benefit program beneficiaries, voluntary and mandatory, as appropriate.

2.2.3.1.2 Enrollment Discrimination Prohibited

- 2.2.3.1.2.1 The Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction, unless authorized by CMS.
- 2.2.3.1.2.2 Enrollment is voluntary, except in the case of mandatory enrollment programs that meet the conditions set forth in 42 CFR § 438.50(a).
- 2.2.3.1.2.3 The Contractor shall not, on the basis of health status or need for healthcare services, discriminate against individuals eligible to enroll.
- 2.2.3.1.2.4 The Contractor shall not discriminate against individuals eligible to enroll on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and shall not use any policy or practice that has the effect of

discriminating on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability.

2.2.3.1.3 Enrollee Rights and Protections

2.2.3.1.3.1 The Contractor shall comply with all applicable Federal and State laws that pertain to enrollee rights, and ensure that its employees and subcontractors observe and protect those rights.

2.2.3.1.3.2 The Contractor must ensure that each enrollee is guaranteed the following rights:

2.2.3.1.3.2.1 Receive information in accordance with 42 CFR § 438.10;

2.2.3.1.3.2.2 Be treated with respect and with due consideration for his or her dignity and privacy; and

2.2.3.1.3.2.3 Receive information presented in a manner appropriate to the enrollee's condition and ability to understand.

2.2.3.1.3.3 The Contractor must ensure that each enrollee is free to exercise his or her rights, and that the exercise of those rights does not affect adversely the way the Contractor treats the enrollee.

2.2.3.1.4 Access and Cultural Considerations

2.2.3.1.4.1 The Contractor shall promote access and deliver services in a culturally competent manner to all enrollees and potential enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

2.2.3.1.5 Confidentiality

2.2.3.1.5.1 The Contractor shall, for any health and enrollment information that identifies a particular enrollee, use and disclose such individually identifiable health information in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E, to the extent applicable.

2.2.3.1.6 Limitations on Enrollment

2.2.3.1.6.1 The Contractor shall not require the following groups specified in 42 CFR §438.50(d) to enroll in a managed care program:

2.2.3.1.6.1.1 Beneficiaries who are also eligible for Medicare;

2.2.3.1.6.1.2 Indians as defined in 42 CFR §438.14(a), except as permitted under 42 CFR §438.14(d); and

2.2.3.1.6.1.3 Children under 19 years of age who are:

2.2.3.1.6.1.3.1 Eligible for SSI under Title XVI;

2.2.3.1.6.1.3.2 Eligible under section 1902 (e)(3) of the Social Security Act;

2.2.3.1.6.1.3.3 In foster care or other out-of-home placement;

2.2.3.1.6.1.3.4 Receiving foster care or adoption assistance; or

2.2.3.1.6.1.3.5 Receiving services through a family-centered, community-based coordinated care system and is defined by the State.

2.2.3.2 MCO Enrollment Process

2.2.3.2.1 Voluntary Managed Care Enrollment Process

2.2.3.2.1.1 Voluntary managed care populations are those where one or more groups of beneficiaries have the option to enroll in a managed care plan or remain enrolled in fee-for-service (FFS) to receive Medicaid covered benefits.

2.2.3.2.1.2 Potential enrollees are provided an enrollment choice option at the time of Medicaid eligibility application wherein they may make an active choice of an MCO before enrollment is effectuated.

2.2.3.2.1.3 Contractor must implement an automated enrollment system that includes the following features:

2.2.3.2.1.3.1 Upon eligibility determination, accepts a potential enrollee's active choice of the managed care delivery system and MCO;

2.2.3.2.1.3.2 Gives potential enrollees the opportunity to elect to receive covered services through the managed care or fee-for-service (FFS) delivery system. If the potential enrollee elects to receive covered services through the managed care delivery system, the potential enrollee may then also select a MCO;

2.2.3.2.1.3.3 If the potential enrollee does not make an active choice of delivery system during the eligibility application, then the potential enrollee will continue to receive covered services through the FFS delivery system.

2.2.3.2.1.3.4 Employs an auto-assignment enrollment process, developed and approved by LDH, in which a beneficiary who does not make an active MCO choice, if selecting the managed care delivery system, is enrolled into a MCO and simultaneously provided a 90-day period of time for the enrollee to accept the MCO selected for them, select a different MCO, or elect to receive covered services through the FFS delivery system, as eligibility dictates.

2.2.3.2.1.3.5 If the potential enrollee does not make an active choice of an MCO after selecting the managed care delivery system during the 90-day period, the potential enrollee will remain enrolled with the MCO selected by the auto-assignment enrollment process.

2.2.3.2.1.4 The Contractor must develop and provide informational notices to each potential enrollee at the time the potential enrollee first becomes eligible to enroll in a managed care program and within a timeframe that enables the potential enrollee to use the information in choosing among available delivery system and/or managed care organization options. The notices must be approved by LDH and:

- 2.2.3.2.1.4.1 Clearly explain the implications to the potential enrollee of: not making an active choice between managed care and FFS; selecting a different MCO; and accepting the MCO selected by auto-assignment enrollment;
- 2.2.3.2.1.4.2 Identify the MCOs available to the potential enrollee should they elect the managed care delivery system;
- 2.2.3.2.1.4.3 Provide a comparison of the MCOs available;
- 2.2.3.2.1.4.4 Provide clear instructions for how to make known the enrollee's selection of the FFS delivery system or a MCO;
- 2.2.3.2.1.4.5 Provide a comprehensive explanation of the 90 day without cause disenrollment period, and all other disenrollment options as specified in 42 CFR §438.56;
- 2.2.3.2.1.4.6 Include a business reply by mail envelope, if applicable;
- 2.2.3.2.1.4.7 Include the contact information for the beneficiary support system; and
- 2.2.3.2.1.4.8 Comply with information requirements.

2.2.3.2.1.5 The Contractor must provide informational notices in hard copy form to Medicaid Eligibility offices so that potential enrollees who visit any Medicaid Eligibility office can take the informational kit home to review or discuss their options with other family members.

2.2.3.2.1.6 The enrollment system must provide that beneficiaries already enrolled in a MCO are given priority to continue that enrollment if the MCO does not have the capacity to accept all those seeking enrollment under the program.

2.2.3.2.2 Mandatory Managed Care Enrollment Process

2.2.3.2.2.1 Mandatory managed care populations are those where one or more groups of beneficiaries must enroll in a MCO to receive covered Medicaid benefits.

2.2.3.2.2.2 Potential enrollees are provided an enrollment choice option at the time of Medicaid eligibility application, wherein they may make an active choice of an MCO before enrollment is effectuated.

2.2.3.2.2.3 Contractor must implement an automated enrollment system that includes the following features:

- 2.2.3.2.2.3.1 Upon eligibility determination, accepts a potential enrollee's active choice of an MCO.
 - 2.2.3.2.2.3.2 If the potential enrollee does not make an active choice of MCO during the eligibility application process, the potential enrollee will be enrolled into a MCO selected by the State's auto-assignment enrollment process.
 - 2.2.3.2.2.3.3 Employs an auto-assignment enrollment process, approved by LDH, in which a beneficiary who does not make an active choice is enrolled into a MCO and simultaneously provided a 90-day period of time for the enrollee to accept the MCO selected for them or select a different MCO.
 - 2.2.3.2.2.3.4 If the potential enrollee does not make an active choice during the 90 calendar day period, the potential enrollee will remain enrolled with the MCO selected by the auto-assignment enrollment process.
- 2.2.3.2.2.4 The Contractor must develop and provide informational notices to each potential enrollee at the time the potential enrollee first becomes eligible to enroll in a managed care program and within a timeframe that enables the potential enrollee to use the information in choosing among available delivery system and/or managed care plan options. The notices must be approved by LDH and:
- 2.2.3.2.2.4.1 Identify the MCOs available to the potential enrollee;
 - 2.2.3.2.2.4.2 Provide a comparison of the MCOs available;
 - 2.2.3.2.2.4.3 Provide clear instructions for how to make known the enrollee's selection of a MCO;
 - 2.2.3.2.2.4.4 Clearly explain the implications to the potential enrollee of: not making an active choice of a MCO, as well as the implications of making an active choice of an MCO;
 - 2.2.3.2.2.4.5 Provide a comprehensive explanation of the enrollment period, the 90-day without cause disenrollment period, and all other disenrollment options as specified in 42 CFR §438.56;
 - 2.2.3.2.2.4.6 Include the contact information for the beneficiary support system;
 - 2.2.3.2.2.4.7 Include a business reply mail envelope, if applicable; and
 - 2.2.3.2.2.4.8 Comply with information requirements.
- 2.2.3.2.2.5 The Contractor must provide informational notices in hard copy form to Medicaid Eligibility offices so that potential enrollees who visit any Medicaid Eligibility office can take the informational kit home to review or discuss their options with other family members.

- 2.2.3.2.2.6 The enrollment system must provide that beneficiaries already enrolled in a MCO are given priority to continue that enrollment if the MCO does not have the capacity to accept all those seeking enrollment under the program.

2.2.3.2.3 Auto-assignment Enrollment Process

- 2.2.3.2.3.1 Contractor shall employ an auto-assignment enrollment process, developed and approved by LDH, which may differ across systems of care and may include but not be limited to:

2.2.3.2.3.1.1 Existing family member enrollment;

2.2.3.2.3.1.2 Beneficiary's provider history and/or prior claims history; and

2.2.3.2.3.1.3 The MCO's quality measure scores.

- 2.2.3.2.3.2 The Contractor must assign potential enrollees to qualified MCOs. To be a qualified MCO, an entity must not be subject to the intermediate sanction described in 42 CFR § 438.702(a)(4) and have a capacity to enroll beneficiaries.

- 2.2.3.2.3.3 The Contractor must limit unqualified MCOs from the auto-assignment enrollment process within a five (5) calendar day notice by LDH. The Contractor must reinstate MCOs to the auto-assignment enrollment process within five (5) calendar day notice by LDH.

- 2.2.3.2.3.4 The auto-assignment enrollment process will seek to preserve existing provider-beneficiary relationships and relationships with providers that have traditionally served Medicaid beneficiaries.

2.2.3.2.3.4.1 An existing provider-beneficiary relationship is one in which the provider was a main source of services for the beneficiary during the previous year.

2.2.3.2.3.4.2 A provider is considered to have "traditionally served" Medicaid beneficiaries if it has experience in serving the Medicaid population.

- 2.2.3.2.3.5 The Contractor shall not arbitrarily exclude any MCO from being considered.

- 2.2.3.2.3.6 LDH may approve additional criteria to include in the auto-assignment enrollment process algorithm and any such criteria must be employed by the Contractor within five (5) calendar day notice by LDH.

2.2.3.3 Dental Benefit Program Enrollment Process

2.2.3.3.1 Mandatory Populations for DBPM Services

- 2.2.3.3.1.1 The DBPMs will serve eligible Louisiana Medicaid beneficiaries in the following categories:

2.2.3.3.1.1.1 Group A- as specified in LAC 50:XV.6901, Medicaid beneficiaries who are under twenty-one (21) years of age; and

- 2.2.3.3.1.1.2 Group B-as specified in LAC 50:XXV.303, Medicaid beneficiaries who are twenty-one (21) years of age and older and whose Medicaid coverage includes the full range of Medicaid services.

2.2.3.3.2 Excluded Population for DBPM services

- 2.2.3.3.2.1.1 Individuals who are twenty-one (21) years of age and older that are certified in the following Medicaid programs are not eligible for the Dental Benefit Program:

- 2.2.3.3.2.1.1.1 Qualified Medicare Beneficiary (QMB) only;
- 2.2.3.3.2.1.1.2 Specified Low-Income Medicare Beneficiary (SLMB);
- 2.2.3.3.2.1.1.3 Qualified Individual (QI 1);
- 2.2.3.3.2.1.1.4 Long Term Care (LTC) Co-Insurance;
- 2.2.3.3.2.1.1.5 PACE;
- 2.2.3.3.2.1.1.6 Take Charge Plus; and
- 2.2.3.3.2.1.1.7 Family Planning.

2.2.3.3.3 Enrollment Verification

- 2.2.3.3.3.1 The Contractor shall verify and inform the DBPM of each enrollee's eligibility and enrollment status in the DBPM through the ANSI ASC X12N 834 Outbound Enrollment file.

2.2.3.3.3.2 Enrollment

- 2.2.3.3.3.2.1 The Contractor shall maintain responsibility for the enrollment of Medicaid beneficiaries into a DBPM, as described in this section. The Contractor shall present all options available to enrollees and potential enrollees under Louisiana Medicaid in an unbiased manner and shall inform each enrollee at the time of enrollment of their right to terminate enrollment at anytime;
- 2.2.3.3.3.2.2 LDH shall make available to the Contractor each business day, via the ANSI ASC X12N 834 Outbound Daily Enrollment file, information pertaining to all enrollments, including the Effective Date of Enrollment, which shall be updated each business day; and
- 2.2.3.3.3.2.3 The Contractor shall auto-assign potential enrollees to a DBPM based on a methodology defined by LDH. No auto-assignments shall occur once the DBPM's enrollment capacity reaches sixty percent (60%) or more of total statewide membership.

2.2.3.3.4 **Automatic Assignment into a DBPM**

- 2.2.3.3.4.1 The Contractor shall auto-assign potential enrollees who do not request enrollment in a specified DBPM, or who cannot be enrolled into the requested DBPM for reasons including, but not limited to, the DBPM having reached its enrollment capacity limit or as a result of LDH-initiated sanctions.
- 2.2.3.3.4.2 In accordance with 42 CFR §438.54 the automatic assignment methodology shall seek to preserve existing provider-beneficiary relationships during the previous year and relationships with providers that have traditionally served Medicaid beneficiaries. After consideration of provider-beneficiary relationships, the methodology shall assign beneficiaries equitably among DBPMs, excluding those subject to the intermediate sanction described in 42 CFR §438.702(a)(4).
- 2.2.3.3.4.3 At the written direction of LDH, the Contractor shall exclude a DBPM from the automatic assignment process if LDH determines that the DBPM is non-compliant. The Contractor shall not reinstate automatic assignments to that DBPM until directed in writing to do so by LDH, subject to a mutually agreed upon timeframe.
- 2.2.3.3.4.4 The automatic assignment methodology for all populations shall be based on the following hierarchy:
 - 2.2.3.3.4.4.1 If the potential enrollee has household enrollees enrolled in a DBPM, the potential enrollee shall be enrolled in that DBPM. If multiple DBPM linkages exist within the household, the potential enrollee shall be enrolled to the DBPM of the youngest household enrollee.
 - 2.2.3.3.4.4.2 If DBPM assignment cannot be made based on the potential enrollee's household enrollment, the Contractor shall seek to preserve existing provider beneficiary relationships. If the potential enrollee had a Medicaid PDP visit within the past twelve (12) months, the potential enrollee will be assigned to a DBPM in which the PDP participates, using a round robin method.
 - 2.2.3.3.4.4.3 If the potential enrollee has neither a household enrollee relationship nor recent PDP visit, the potential enrollee will be assigned to a DBPM using a round robin method.
 - 2.2.3.3.4.4.4 Auto-assignments on any basis other than household enrollment in DBPM will not be made to a DBPM whose enrollee share is at or above sixty percent (60%) of the total statewide membership.
 - 2.2.3.3.4.4.5 LDH reserves the right to adjust the automatic assignment algorithm to assign sufficient enrollees to ensure viability of a new DBPM.

2.2.3.3.5 Voluntary Selection of DBPM for New Enrollees

- 2.2.3.3.5.1 Potential enrollees shall be given an opportunity to choose a DBPM at the time of application. Once the potential enrollee is determined eligible, their choice of DBPM shall be transmitted to the Contractor by LDH or its designee.
- 2.2.3.3.5.2 Beginning in 2021, during the ninety (90) days following the date of the enrollee's initial enrollment into a DBPM, the enrollee shall be allowed to request disenrollment without cause by submitting an oral or written request to the Contractor. In 2020, during the one hundred twenty (120) days following the date of the enrollee's initial enrollment into a DBPM, the enrollee shall be allowed to request disenrollment without cause by submitting an oral or written request to the Contractor.
- 2.2.3.3.5.3 The Contractor shall provide all eligible DBPM enrollees an annual open enrollment period at least once every twelve (12) months thereafter.
- 2.2.3.3.5.4 All enrollees shall be given an opportunity to choose a DBPM at the start of a new DBPM Contract either through the regularly scheduled open enrollment period or special enrollment period. LDH shall consult with Contractor regarding the timing for any special enrollment or disenrollment period, prior to the beginning of the special enrollment or disenrollment period.

2.2.3.4 Open Enrollment

- 2.2.3.4.1.1 The Contractor shall provide an opportunity for all enrollees to retain their current MCO or DBPM or select a new MCO or DBPM during a single, combined statewide annual open enrollment period. Prior to the annual open enrollment period, the Contractor shall mail a re-enrollment offer to all enrollees.
- 2.2.3.4.1.2 The Contractor shall provide enrollees with information on the MCOs and DBPMs from which they may choose and the availability of choice counseling.
- 2.2.3.4.1.3 Each enrollee shall be offered assistance with making informed choices about the participating MCOs and DBPMs.

2.2.3.5 Automatic Reenrollment

- 2.2.3.5.1 The Contractor shall develop and implement a process to provide for automatic reenrollment of a beneficiary who is disenrolled solely because he or she loses Medicaid eligibility for a period of two months or less.
 - 2.2.3.5.1.1 The beneficiary shall automatically reenroll with the last MCO and DBPM of record.

2.2.3.6 Disenrollment Process

- 2.2.3.6.1 Disenrollment is any action taken by LDH or its designee to terminate or change a beneficiary's participation in a MCO or DBPM. Disenrollment may occur voluntarily,

per the enrollee's request, or involuntarily as a result of a determination made by LDH or its designee. Disenrollment requirements and limitations apply to all managed care programs equally, regardless of whether enrollment is mandatory or voluntary.

- 2.2.3.6.2 The Contractor shall develop and implement an electronic and automated, user-friendly disenrollment process. This system should include a web-based application adaptable for use in a mobile environment. At a minimum, the request shall include the enrollee's name, Medicaid ID number, and detailed reason for requesting the disenrollment.
- 2.2.3.6.3 The Contractor shall create an automated workflow inclusive of tasks, decision points, and documents which is made available to LDH staff and the agency's designees for purposes of processing disenrollment requests.
- 2.2.3.6.4 Regardless of the procedures followed, the effective date of an approved disenrollment must be no later than the first day of the second month following the month in which the disenrollment is requested.
- 2.2.3.6.5 If LDH fails to make the determination by the first day of the second month following the month in which the disenrollment is requested, the disenrollment is considered approved for the effective date that would have been established.
- 2.2.3.6.6 If the disenrollment requested by the enrollee is approved, the Contractor shall provide the enrollee notice of determination and give the enrollee the opportunity to select another MCO or DBPM with which they are eligible to participate.
- 2.2.3.6.7 If the disenrollment requested by the enrollee is denied, the Contractor shall provide the enrollee notice of the determination and ensure timely access to a State Fair Hearing.
- 2.2.3.6.8 The Contractor shall develop and implement an electronic process and associated reports for LDH, the Contractor, MCOs, and DBPM to reconcile and analyze disenrollment requests and determinations at the end of each month. These reports shall include, at minimum, trend analysis of disenrollment reasons and request outcomes as requested by LDH.
- 2.2.3.6.9 **Voluntary disenrollment requested by the enrollee**
 - 2.2.3.6.9.1 A beneficiary or their authorized representative may request disenrollment by submitting an oral or written request to the Contractor as follows:
 - 2.2.3.6.9.1.1 For cause, at any time. The following are cause for disenrollment:
 - 2.2.3.6.9.1.1.1 The enrollee moves out of the MCO or DBPM service area;
 - 2.2.3.6.9.1.1.2 The plan does not, because of moral or religious objections, cover the service the enrollee seeks;
 - 2.2.3.6.9.1.1.3 The enrollee needs related services to be performed at the same time; not all related services are available within the provider

network; and the enrollee's primary care provider or another provider determines that receiving the services separately would subject the enrollee to unnecessary risk;

2.2.3.6.9.1.1.4 Other reasons, including poor quality of care, lack of access to services covered under the contract, or lack of access to providers experienced in dealing with the enrollee's care needs; or

2.2.3.6.9.1.1.5 The enrollee requests to be assigned to the same MCO as family members.

2.2.3.6.9.1.2 The Contractor shall develop, implement, and maintain an electronic and automated process for disenrollment requests for cause.

2.2.3.6.9.1.3 Without cause, at the following times:

2.2.3.6.9.1.3.1 During the 90 days following the date of the beneficiary's initial enrollment into the MCO or DBPM, or during the 90 days following the date the Contractor sends the beneficiary notice of that enrollment, whichever is later;

2.2.3.6.9.1.3.2 At least once every 12 months thereafter during open enrollment;

2.2.3.6.9.1.3.3 Upon automatic reenrollment, if the temporary loss of Medicaid eligibility has caused the beneficiary to miss the annual disenrollment opportunity;

2.2.3.6.9.1.3.4 When LDH imposes the intermediate sanctions specified in 42 CFR § 438.702(a)(4); or

2.2.3.6.9.1.3.5 After LDH notifies a MCO or DBPM that it intends to terminate the contract as provided by 42 CFR § 438.722.

2.2.3.6.9.1.4 LDH reserves the right to add, amend, and/or remove disenrollment reasons. Edits shall be incorporated into the disenrollment process within sixty (60) days notification by LDH.

2.2.3.6.10 Involuntary disenrollment requested by an MCO, DBPM, or LDH

2.2.3.6.10.1 LDH, an MCO, or a DBPM may provide a disenrollment request to the Contractor as follows:

2.2.3.6.10.1.1 An MCO or DBPM may request disenrollment for the following reason:

2.2.3.6.10.1.1.1 Enrollee's utilization of services constitutes fraud, waste, and/or abuse.

2.2.3.6.10.1.2 An MCO or DBPM may not request disenrollment because of an enrollee's:

2.2.3.6.10.1.2.1 Change in physical or mental health status;

2.2.3.6.10.1.2.2 Utilization of medical services; or

2.2.3.6.10.1.2.3 Diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment seriously impairs the MCOs or DBPMs ability to furnish services to either the enrollee or other enrollees).

2.2.3.6.10.1.3 If the disenrollment is approved, the Contractor shall provide the enrollee notice of determination and give the enrollee the opportunity to select another MCO or DBPM with which they are eligible to participate. If no selection is made, the Contractor shall auto-assign the enrollee to another MCO or DBPM with which they are eligible. The Contractor shall ensure timely access to a State Fair Hearing.

2.2.3.6.10.1.4 If the disenrollment is denied, the Contractor shall provide the MCO or DBPM notice of the determination.

2.2.3.6.10.1.5 LDH or its designee may request disenrollment for the following non-inclusive reasons:

2.2.3.6.10.1.5.1 Termination of the contract between an MCO or DBPM and LDH;

2.2.3.6.10.1.5.2 The enrollee's eligibility changes;

2.2.3.6.10.1.5.3 The enrollee's intentional submission of fraudulent information;

2.2.3.6.10.1.5.4 Implementation of a decision by a hearing officer in an appeal proceeding by the enrollee against the MCO or DBPM or as ordered by a court of law; or

2.2.3.6.10.1.5.5 Other reasons as specified by LDH.

2.2.3.7 Enrollment File

2.2.3.7.1 Contractor shall initiate and utilize the standardized Benefit Enrollment & Maintenance electronic transaction file ANSI ASC X12 834 file to process enrollment and disenrollment transactions.

2.2.3.7.2 Contractor must prepare and disseminate daily ANSI ASC X12 834 files for new enrollees and updates.

2.2.3.7.3 Contractor must prepare and disseminate a monthly reconciliation ANSI ASC X12 834 file of all members enrolled in the previous month.

2.2.3.7.4 Contractor must prepare and disseminate ad hoc processing files as requested by LDH.

2.2.3.7.5 The Contractor will electronically accept eligibility files identifying managed care and dental program beneficiaries from LDH or its designee from which they will identify the appropriate managed care system for which the beneficiary is eligible.

- 2.2.3.7.6 If the enrollment file has an MCO choice indicator, the Contractor must automatically assign the beneficiary to the MCO selected by the beneficiary, if appropriate, unless the MCO is no longer qualified as determined by LDH.
- 2.2.3.7.7 If the enrollment file has a DBPM choice indicator, the Contractor shall automatically assign the beneficiary to the DBPM selected by the beneficiary, if appropriate, unless the DBPM is no longer qualified as determined by LDH.
- 2.2.3.7.8 If the beneficiary is unable to be assigned to the MCO of their choice, the Contractor shall utilize the MCO auto-assignment process to assign the beneficiary to an MCO.
- 2.2.3.7.9 If the beneficiary is unable to be assigned to the DBPM of their choice, the Contractor shall utilize the DBPM auto-assignment process to assign the beneficiary to a DBPM.
- 2.2.3.7.10 Within two (2) business days of receipt of eligibility files, the Contractor must: (1) evaluate and identify beneficiaries eligible to participate in a managed care system and/or dental benefit plan; and (2) link the individual to an MCO and DBPM within the appropriate system of care.
- 2.2.3.7.11 The Contractor shall review, identify and request corrective action on any incomplete data fields received from LDH or its designee within two (2) calendar days upon receipt of daily electronic eligibility files.
- 2.2.3.7.12 An enrollee's effective date of enrollment in a MCO and DBPM shall be the date provided on the outbound ANSI ASC X12 834 initiated by the Contractor.
- 2.2.3.7.13 The effective date of enrollment may occur prior to the MCO or DBPM being notified of the person's enrollment, since beneficiaries can be retroactively eligible for Medicaid and/or have changes made to their eligibility retroactively. Therefore, enrollment of beneficiaries into the MCO or DBPM may occur without prior notice to the MCO, DBPM, or enrollee.
- 2.2.3.7.14 The Contractor must develop and implement an electronic and automated system to retroactively link the enrollee to a MCO within the Medicaid managed care system for which the enrollee is eligible, when applicable.
- 2.2.3.7.15 The Contractor shall develop and implement an electronic and automated system to retroactively link the enrollee to a DBPM for which the enrollee is eligible, when applicable.
- 2.2.3.7.16 The Contractor shall develop and implement an electronic and automated system to accommodate retrospective changes to active and closed eligibility files including, but not limited to, insertions of closed segments.
- 2.2.3.7.17 The Contractor shall establish and implement a process that automatically enrolls a newborn into the same MCO as the mother, when applicable.

- 2.2.3.7.18 The Contractor must identify changes in a beneficiary's eligibility and transfer enrollees from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.
 - 2.2.3.7.19 The Contractor shall identify changes in a beneficiary's eligibility and transfer enrollees from one DBPM to another DBPM within the same system of care and across different systems of care, both retroactively and prospectively.
 - 2.2.3.7.20 The Contractor must securely transfer enrollee eligibility information to all appropriate MCOs and DBPMs.
 - 2.2.3.7.21 The Contractor must develop and implement a process that allows transmittal of enrollee demographic updates to both the current and historical MCO and DBPMs.
 - 2.2.3.7.22 The Contractor must ensure the ongoing enrollment process for enrollees is consistent, effective, service-oriented and continually pursuing opportunities for improvement and advancement.
 - 2.2.3.7.23 The Contractor must work collaboratively with LDH to analyze and monitor enrollment.
 - 2.2.3.7.24 The Contractor must develop and implement changes to the ANSI ASC X12 834 file layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.
 - 2.2.3.7.25 The Contractor must develop and implement an ANSI ASC X12 834 companion guide within thirty (30) calendar days prior to contract start date. The companion guide must be maintained to include changes to the file layout, and updated annually.
 - 2.2.3.7.26 The Contractor must electronically complete corrections to the ANSI ASC X12 834 file within thirty (30) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.
 - 2.2.3.7.27 Within thirty (30) calendar days prior to contract start date, the Contractor must demonstrate successful receipt, processing, and transmittal of ANSI ASC X12 834 file.
- 2.2.3.8 Additional Enrollments**
- 2.2.3.8.1 The Contractor shall process enrollments for any alternative managed care programs developed by LDH, and at no additional cost to LDH.
 - 2.2.3.8.2 LDH reserves the right to require the Contractor to develop and provide other managed care informational notices as necessary for any additional or alternative managed care system that may be developed by LDH, and at no additional cost to LDH.
- 2.2.3.9 Beneficiary Support System**

- 2.2.3.9.1 The Contractor must develop and implement a beneficiary support system that provides support to beneficiaries both prior to and after enrollment in a MCO and/or DBPM.
- 2.2.3.9.2 The system must include at a minimum:
 - 2.2.3.9.2.1 Choice counseling for all beneficiaries. Choice counseling, as defined in 42 CFR § 438.2, means the provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific MCO or DBPM.
 - 2.2.3.9.2.1.1 Choice counseling must be provided to all potential enrollees and enrollees who disenroll from an MCO or DBPM entity for reasons specified in § 438.56 (b) and (c).
 - 2.2.3.9.2.1.2 Choice counseling must be accessible in multiple ways, including telephone, internet, in-person, and via auxiliary aids and services when requested. LDH reserves the right to include additional in-person, face-to-face interactions with enrollees, including but not limited to choice counseling through outreach events. Choice counseling shall be provided during business hours, excluding weekends and designated state holidays.
 - 2.2.3.9.2.1.3 Choice counseling must be provided to all potential enrollees and enrollees to help with their understanding of managed care and the dental benefit program.
 - 2.2.3.9.3 The Contractor must notify LDH's Customer Service Unit of any changes in contact information or living arrangements for families or individual enrollees within five (5) business days of identification, including changes in mailing address, residential address if outside Louisiana, e-mail address and telephone number, deaths, and/or incarceration. The manner and format of notification will be determined and approved by LDH.
 - 2.2.3.9.4 The Contractor shall inform the enrollee that each member of a family unit will be given the opportunity to select the same MCO and DBPM if eligible to participate in that system of care.
 - 2.2.3.9.5 The Contractor shall be responsible for identifying any barriers, including language, which hinder the enrollee, and where special assistance is needed for individuals who are visually or hearing impaired or have physical or mental disabilities.
 - 2.2.3.9.6 The beneficiary support system must include a customer service unit to be developed, implemented and maintained by the Contractor.
 - 2.2.3.9.6.1 The monthly call activity is expected to average a minimum of 25,000 incoming and outgoing calls.

- 2.2.3.9.6.2 It will be incumbent upon the Contractor to adjust staffing levels during the contract period based upon the anticipated volume of calls on a monthly basis, without additional negotiations or payment from LDH.
- 2.2.3.9.6.3 The Contractor shall establish a “user friendly” toll-free telephone line for all Medicaid managed care systems, potential enrollees, enrollees and their authorized representatives.
- 2.2.3.9.6.4 The customer service unit must be physically located in the United States, and all services to be provided under this Contract must be done so entirely within the United States. In addition, the Contractor will not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.
- 2.2.3.9.6.5 The toll-free line shall have an automated system, available twenty-four (24) hours a day, and seven (7) days a week. Calls received after hours must have the option to leave a request for a call back. If a request for a call back is made, the return phone call must be made the following business day.
- 2.2.3.9.6.6 The Contractor must have sufficient telephone lines to answer incoming calls.
- 2.2.3.9.6.7 The toll-free telephone number shall be staffed 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding designated state holidays, at levels sufficient to ensure that ninety-five percent (95%) of calls do not exceed the following wait times, to be computed on a monthly basis and reported monthly:
 - 2.2.3.9.6.7.1 Five (5) minutes for the first three (3) months of operation; and
 - 2.2.3.9.6.7.2 two (2) minutes after the first three (3) months of operation.
- 2.2.3.9.6.8 LDH shall retain the right to make changes to the operating hours.
- 2.2.3.9.6.9 After the allotted wait time, calls must be rolled over to an automatic attendant for messaging.
- 2.2.3.9.6.10 The toll-free number shall be staffed at levels sufficient to ensure that abandonment rates do not exceed five (5%) percent, to be computed on a monthly basis and reported monthly.
- 2.2.3.9.6.11 The toll-free number shall be staffed at levels sufficient to ensure that incoming calls that are blocked do not exceed one (1.00%) percent, to be computed on a daily basis and reported monthly. Blocked calls occur when a customer cannot get through to interact with a CSR for reasons including:
 - 2.2.3.9.6.11.1 Not enough agents to handle inbound calls;
 - 2.2.3.9.6.11.2 Technology is not equipped to handle incoming volume of calls; and
 - 2.2.3.9.6.11.3 Full queue.

- 2.2.3.9.6.12 Customer service representatives will provide assistance to callers with questions related to enrollment procedures, managed care programs, and dental benefit plans.
- 2.2.3.9.6.13 The Contractor must develop and implement a plan to sustain customer service performance levels during times of high call volume or low staff availability. Such situations may include, but are not limited to, open enrollment, implementation of new or expanded managed care populations, emergency situations (including natural disasters such as hurricanes), staff training, staff illnesses, and staff vacations.
- 2.2.3.9.6.14 The Contractor shall alert LDH within thirty (30) minutes of awareness, in writing via email or fax, when there is difficulty with the phone line.
- 2.2.3.9.6.15 The Contractor shall have the capability to monitor the telephone lines online for quality control. The Contractor shall provide LDH the capability to monitor the telephone lines online for quality control.
- 2.2.3.9.6.16 The Contractor shall provide LDH the capability to monitor statistics online.
- 2.2.3.9.6.17 The Contractor must retain and/or upload recordings to LDH systems, as required by LDH.
- 2.2.3.9.6.18 Within thirty (30) days prior to contract implementation, the Contractor shall submit a training and evaluation module for customer service staff to ensure adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered program. The training module must be approved by LDH before contract implementation.
- 2.2.3.9.6.19 Within thirty (30) days prior to contract implementation, the Contractor shall submit customer service quality criteria and protocols to measure and monitor the accuracy of responses and phone etiquette as it relates to the toll-free telephone line.

2.2.3.9.6.20 Automated Call Distribution (ACD) System

- 2.2.3.9.6.20.1 The Contractor shall install, operate, and monitor an automated call distribution (ACD) system for the customer service unit. Important features of the ACD system will include, but not be limited to:
- 2.2.3.9.6.20.1.1 Effective management of all calls received and assignment of incoming calls to available staff in an efficient manner;
- 2.2.3.9.6.20.1.2 Monitoring capabilities that allow supervisors to audit the manner in which a call is processed, as well as the efficiency of the operator;
- 2.2.3.9.6.20.1.3 A TTY toll-free number for the hearing impaired, as well as language interpretation services;

- 2.2.3.9.6.20.1.4 Notification when a caller has been on hold for thirty (30) seconds to ensure wait time does not exceed two (2) minutes. During the hold period, the Contractor shall have health informational messages and current hold time on the line;
- 2.2.3.9.6.20.1.5 Interactive voice response (IVR) options that are user-friendly to enrollees and include a decision tree illustrating IVR system;
- 2.2.3.9.6.20.1.6 Ability to transfer calls to other telephone lines;
- 2.2.3.9.6.20.1.7 Capability of routing calls from specific sources (e.g., enrollees, MCOs) to a designated group of operators;
- 2.2.3.9.6.20.1.8 Monitoring capability that allows instant determination of an operator's availability (i.e., available, on a call, completing after-work, etc.).
- 2.2.3.9.6.20.1.9 Providing a message that notifies callers that the call may be monitored for quality control purposes;
- 2.2.3.9.6.20.1.10 Automatic routing of call to the next available operator;
- 2.2.3.9.6.20.1.11 The capability for all calls to be answered promptly (within three (3) rings coming out of hold message) during normal business hours. The toll-free number shall be staffed by trained personnel who have a working knowledge of Louisiana Medicaid, managed care services available, and available dental benefit services; and
- 2.2.3.9.6.20.1.12 Reporting capabilities that provide information such as:
 - 2.2.3.9.6.20.1.12.1 Length of time per call;
 - 2.2.3.9.6.20.1.12.2 Number of calls waiting (or in queue);
 - 2.2.3.9.6.20.1.12.3 Abandonment rate;
 - 2.2.3.9.6.20.1.12.4 Number of calls per hour;
 - 2.2.3.9.6.20.1.12.5 Number of calls waiting more than two (2) minutes;
 - 2.2.3.9.6.20.1.12.6 Individual operator workload;
 - 2.2.3.9.6.20.1.12.7 Reason for the call;
 - 2.2.3.9.6.20.1.12.8 Number of calls received after hours; and
 - 2.2.3.9.6.20.1.12.9 Amount of customer service unit downtime.
- 2.2.3.9.6.20.1.13 The toll-free line shall, at a minimum, allow enrollees to:

- 2.2.3.9.6.20.1.13.1 Select a MCO and specify their choice of provider (if available);
- 2.2.3.9.6.20.1.13.2 Request to change their MCO;
- 2.2.3.9.6.20.1.13.3 Check the status of Medicaid enrollment or Medicaid renewal status;
- 2.2.3.9.6.20.1.13.4 Select a DBPM and specify their choice of provider (if available);
- 2.2.3.9.6.20.1.13.5 Request a change to their DBPM;
- 2.2.3.9.6.20.1.13.6 Request information about accessing services;
- 2.2.3.9.6.20.1.13.7 Discuss problems with the program;
- 2.2.3.9.6.20.1.13.8 Register complaints;
- 2.2.3.9.6.20.1.13.9 Request other assistance in accessing services;
- 2.2.3.9.6.20.1.13.10 Notify the Contractor of demographic changes (i.e. new address, phone number, etc.);
- 2.2.3.9.6.20.1.13.11 Request MCO and/or DBPM Provider Directories. Contractor shall have in place a mechanism to electronically forward the requests to the MCO and/or DBPM within twenty-four (24) hours; and
- 2.2.3.9.6.20.1.13.12 Other call types as mutually agreed upon by LDH and the Contractor.

2.2.3.9.7 Complaints

- 2.2.3.9.7.1 With regard to complaints, the Contractor must, at a minimum, perform the following tasks:
 - 2.2.3.9.7.1.1 Provide a mechanism for an enrollee to make a complaint;
 - 2.2.3.9.7.1.2 Record and track enrollee complaints; and
 - 2.2.3.9.7.1.3 Generate complaint and complaint resolution results.
- 2.2.3.9.7.2 Complaints received by the Contractor regarding any conflict of interest or inappropriate conduct by the Contractor's staff must be followed by a written report of the incident to LDH within forty-eight (48) hours of the reported complaint.

2.2.3.9.8 Quality Assurance and Reporting

- 2.2.3.9.8.1 To ensure excellent customer service, accuracy, consistency and timeliness of enrollment, the Contractor must provide a quality assurance process.
- 2.2.3.9.8.2 The process must include the approach, measurement objectives, monitoring frequency, sample size, result reporting, quality goals and planned courses of action to be taken if the quality goal is not met.
- 2.2.3.9.8.3 The process must include at least the following metrics:
 - 2.2.3.9.8.3.1 Service level
 - 2.2.3.9.8.3.2 Call abandonment rate
 - 2.2.3.9.8.3.3 Average time on hold
 - 2.2.3.9.8.3.4 Percentage of calls blocked
 - 2.2.3.9.8.3.5 Call scoring
 - 2.2.3.9.8.3.6 CSR turnover rate
 - 2.2.3.9.8.3.7 Accuracy of call forecasting
 - 2.2.3.9.8.3.7.1 The metric shall be 5% variance, to be reported monthly.
 - 2.2.3.9.8.3.8 First contact resolution rate
 - 2.2.3.9.8.3.8.1 The metric shall be 73%, to be reported monthly.
 - 2.2.3.9.8.3.9 Customer satisfaction
 - 2.2.3.9.8.3.9.1 The metric shall be 90%, to be reported monthly.
- 2.2.3.9.8.4 The process must also include the ability to record, view and store the entire contact event, including call, call transfers, web session, screen shots, agent notations, etc. for both local and remote customer service positions. Recordings must be retained for a period of six months and be provided to LDH upon request within twenty-four (24) hours.
- 2.2.3.9.8.5 The Contractor shall design and implement a comprehensive quality assurance process within thirty (30) days prior to contract implementation to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.
- 2.2.3.9.8.6 The comprehensive quality assurance process shall be submitted to LDH for approval prior to contract implementation.
- 2.2.3.9.8.7 The quality assurance process will include a voluntary, anonymous after-call member satisfaction survey. The survey will include the same questions for all callers, and may be updated semi-annually upon request of LDH to ensure that data focuses on current Medicaid initiatives.

2.2.3.10 Information Requirements

2.2.3.10.1 Basic Rules

2.2.3.10.1.1 Contractor is responsible for producing and disseminating all required information to enrollees and potential enrollees in a manner and format, approved by LDH, which is easily understood and readily accessible by such enrollees and potential enrollees.

2.2.3.10.1.2 Contractor must develop and operate a web site that appears in English and Spanish and that provides information directly and links to the LDH, individual MCO, and DBPM websites.

2.2.3.10.1.2.1 Contractor must develop and implement an online provider directory, to be approved by LDH. The directory shall be interactive and user friendly.

2.2.3.10.1.2.1.1 The Contractor shall receive provider data from LDH or its designee and the directory shall be updated weekly.

2.2.3.10.1.2.1.2 The Contractor shall reconcile provider data with the MCOs, DBPMs and LDH monthly.

2.2.3.10.1.2.1.3 LDH reserves the right to request changes to the layout of the directory.

2.2.3.10.1.2.1.4 The Contractor must develop and implement changes to the provider directory and/or layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH. This may include integration with or replacement by other components of the State's Provider Management System.

2.2.3.10.1.3 For consistency in the information provided to enrollees, the Contractor must utilize LDH approved definitions for managed care terminology, and develop LDH approved enrollee notices.

2.2.3.10.1.4 Information is considered to be provided if the Contractor:

2.2.3.10.1.4.1 Mails a printed copy to the enrollee's mailing address;

2.2.3.10.1.4.2 Provides the information by email only after obtaining and documenting the enrollee's agreement to receive information by email;

2.2.3.10.1.4.3 Posts the information on the Contractor website and advises the enrollee in paper or electronic format that the information is available on the Internet and includes the applicable Internet address, provided that enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost. Enrollee information may be provided electronically only when all of the following are met:

2.2.3.10.1.4.3.1 The format is readily accessible;

2.2.3.10.1.4.3.2 The information is placed in a location on the Contractor's web site that is prominent and readily accessible;

2.2.3.10.1.4.3.3 The information is provided in an electronic form which can be electronically retained and printed;

2.2.3.10.1.4.3.4 The information is consistent with the language and content requirements of LDH; and

2.2.3.10.1.4.3.5 The enrollee is informed that the information is available in paper format without charge upon request, and the Contractor must provide it upon request within five (5) business days.

2.2.3.10.1.4.4 Provides the information orally via the customer service unit.

2.2.3.10.1.5 The Contractor must have in place mechanisms to help enrollees and potential enrollees understand the requirements and benefits of each health plan.

2.2.3.10.2 Language and Format

2.2.3.10.2.1 LDH has identified Spanish as the prevalent non-English language spoken by enrollees and potential enrollees throughout the State.

2.2.3.10.2.1.1 Within ninety (90) calendar days of notice from LDH, materials must be translated and made available.

2.2.3.10.2.2 All written materials for enrollees and potential enrollees must be consistent with the following:

2.2.3.10.2.2.1 Use easily understood language and format;

2.2.3.10.2.2.2 Be at or below a 6.9 grade level, as determined by any one of the indices below, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to assure accuracy:

2.2.3.10.2.2.2.1 Flesch – Kincaid;

2.2.3.10.2.2.2.2 Fry Readability Index;

2.2.3.10.2.2.2.3 PROSE The Readability Analyst (software developed by Educational Activities, Inc.);

2.2.3.10.2.2.2.4 Gunning FOG Index;

2.2.3.10.2.2.2.5 McLaughlin SMOG Index; or

2.2.3.10.2.2.2.6 Other computer generated readability indices accepted by LDH.

2.2.3.10.2.2.3 Use a font size no smaller than 12 point;

2.2.3.10.2.2.4 Written material must also be made available in alternative formats upon request of the potential enrollee or enrollee at no cost. Auxiliary aids such as TTY/TTD and American Sign Language and services must also be made available upon request of the potential enrollee or enrollee at no cost. Written materials must include taglines in the prevalent non-English languages, as well as large print, explaining the availability of written translation or oral interpretation to understand the information. Large print means printed in a font size no smaller than 18 point.

2.2.3.10.2.2.5 The Contractor must provide bilingual staff, including Spanish and Vietnamese speakers to support the services of the contract. Any languages that fall outside of the requirements must be handled through a language line service at no cost to LDH. If the Contractor requires bilingual coverage beyond the levels specified above, the Contractor shall adjust bilingual staff as required. The Contractor shall make oral interpretation services available free of charge to enrollees and potential enrollees, and inform the enrollees:

2.2.3.10.2.2.5.1 Oral interpretations are available in all languages;

2.2.3.10.2.2.5.2 Written translation is available in each prevalent non-English language; and

2.2.3.10.2.2.5.3 How to access the interpretation services and written information.

2.2.3.10.3 Information for potential enrollees

2.2.3.10.3.1 Contractor must provide information to each potential enrollee, either in paper or electronic format as follows:

2.2.3.10.3.1.1 At the time the potential enrollee first becomes eligible to enroll in a managed care program voluntarily, or is first required to enroll in a managed care program or dental benefit plan; and

2.2.3.10.3.1.2 Within a timeframe approved by LDH that enables the potential enrollee to use the information in choosing among available MCOs and DBPMs.

2.2.3.10.3.1.3 The information for potential enrollees must include, at a minimum, all of the following:

2.2.3.10.3.1.3.1 Information about the potential enrollee's right to disenroll consistent with the requirements of 42 CFR § 438.56 and which explains clearly the process for exercising this disenrollment right, as well as the alternatives available to the potential enrollee based on their specific circumstance;

2.2.3.10.3.1.3.2 The basic features of managed care and dental benefit plans;

2.2.3.10.3.1.3.3 Which populations are excluded from enrollment, subject to mandatory enrollment, or free to enroll voluntarily in the program.

For mandatory and voluntary populations, the length of the enrollment period and all disenrollment opportunities available to the enrollee must also be specified;

2.2.3.10.3.1.3.4 Covered benefits;

2.2.3.10.3.1.3.5 Any cost-sharing that will be imposed by the MCO consistent with those set forth in the Medicaid State Plan;

2.2.3.10.3.1.3.6 The requirements for each MCO and DBPM to provide adequate access to covered services, including network adequacy standards;

2.2.3.10.3.1.3.7 The MCO and DBPM responsibilities for coordination of enrollee care; and

2.2.3.10.3.1.3.8 To the extent available, quality and performance indicators for each MCO and DBPM including enrollee satisfaction.

2.2.3.10.4 Information for all enrollees

2.2.3.10.4.1 Contractor must notify all enrollees of their right to disenroll at least annually. Such notification must clearly explain the process for exercising this disenrollment right, as well as the alternatives available to the enrollee based on their specific circumstance.

2.2.3.10.4.2 LDH will approve all standard communications to enrollees and potential enrollees, including, but not limited to, forms, letter templates, and general notices or bulletins.

2.2.3.10.4.3 Contractor designed material shall incorporate the LDH brand. This shall be achieved by using templates, logos, and designs provided by LDH.

2.2.3.10.4.4 The Contractor will utilize materials approved by LDH for outreach efforts, mailing, or distribution to enrollees in conjunction with materials produced by the Contractor.

2.2.3.11 Digital Innovations

2.2.3.11.1 Within a timeframe as agreed to by the parties, Contractor will develop and maintain a secure mobile application with the following features:

2.2.3.11.1.1 Real-time data.

2.2.3.11.1.2 Plan comparison.

2.2.3.11.1.3 Profile access.

2.2.3.11.1.4 Provider search, including mapping and geo-location.

2.2.3.11.1.5 Multi-lingual in English and Spanish.

- 2.2.3.11.2 Within a timeframe as agreed to by the parties, Contractor will increase web-based self service capabilities with the following features:
 - 2.2.3.11.2.1 Secure web enrollment.
 - 2.2.3.11.2.2 Ability to submit demographic updates online.
 - 2.2.3.11.2.3 Secure online repository to view case documents.
- 2.2.3.11.3 Contractor will design, develop, and implement a social media support program with the following features:
 - 2.2.3.11.3.1 Social media content for LDH Facebook and Twitter, and other channels as approved.
 - 2.2.3.11.3.2 Actively monitor social media conversations and use feedback to optimize content.
 - 2.2.3.11.3.3 Provide monthly social media performance report detailing the success of the social media program.
- 2.2.3.11.4 Within a timeframe as agreed to by the parties, Contractor will design, develop, and implement an outbound messaging strategy with the following features:
 - 2.2.3.11.4.1 Ability for enrollees to opt-in to receive emails and text messages with a link to digitally access enrollment materials.
 - 2.2.3.11.4.2 Reminders of upcoming open enrollment.
 - 2.2.3.11.4.3 Notifications to log into the secure self-service application to view posted documents.
 - 2.2.3.11.4.4 Customized notifications and advocacy messages for specific groups.
 - 2.2.3.11.4.5 Real-time outreach during disasters.
- 2.2.4 Operational Requirements
 - 2.2.4.1 The Contractor shall procure, equip, furnish, operate and maintain facilities appropriate to support the requirements of this Contract.
 - 2.2.4.2 The Contractor shall include key staff, who must be present for onsite meetings at LDH in Baton Rouge within twenty-four (24) hours' notice.
 - 2.2.4.3 The Contractor shall perform the services to be provided under this Contract entirely within the United States. The term "United States" includes the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa. In addition, the Contractor will not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

2.2.5 Record Keeping Requirements

2.2.5.1 The Contractor shall retain all books, recordings, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment, as prescribed in 45 CFR §75.361, or as prescribed in 42 CFR §438.3(h), whichever is longer. The Contractor shall make available to LDH such records within thirty (30) calendar days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, at no cost to LDH. The Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, at no cost to LDH.

2.2.6 Reporting Requirements

2.2.6.1 The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and LDH designees.

2.2.6.2 The Contractor shall comply with all reporting requirements established by this Contract.

2.2.6.3 Reports to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of LDH and LDH designees shall be taken into account in compiling data and developing report formats.

2.2.6.4 The Contractor shall create reports and/or files using electronic formats, instructions and timeframes as specified by LDH prior to contract implementation. LDH reserves the right to modify reports and criteria at no additional cost to LDH.

2.2.6.5 Any changes to reports or files must be approved by LDH.

2.2.6.6 The Contractor shall prepare and submit any other standing report as required and/or requested by LDH, any designee of LDH, and/or CMS that is related to the Contractor's duties and obligations under the Contract with LDH, and at no additional cost to LDH. LDH will make every effort to provide a thirty (30) calendar day notice of the need to give the Contractor adequate time to prepare the reports.

2.2.6.7 Information considered to be of a proprietary nature shall be clearly identified as such by the Contractor at the time of submission.

2.2.6.8 The Contractor shall develop business requirements documents, reports, forms, letters, policies, procedures, templates, scripts, and other materials within thirty (30) calendar days request from LDH.

2.2.6.8.1 Contractor shall maintain an inventory of all such materials, including a revision log and obsolete versions. Contractor shall review and update materials as requested by LDH.

2.2.6.8.2 Annually, the Contractor shall review and update all such materials, and provide LDH with a cohesive hard copy and electronic copy of all such materials including a table of contents and revision log.

2.2.6.9 The Contractor shall have the ability to conduct ad hoc comparative and research analysis based on data contained within their enrollment system, eligibility data from LDH, and other

data sources as directed by LDH. The Contractor shall develop a reporting of said analysis as directed by LDH, and within timeframes established by LDH.

2.2.7 Errors

2.2.7.1 The Contractor shall prepare complete and accurate reports for submission to LDH. If after preparation and submission, a Contractor error is discovered either by the Contractor or LDH, the Contractor shall correct the error(s) and submit accurate reports within ten (10) calendar days from the date of discovery by the Contractor or date of written notification by LDH (whichever is earlier). LDH may, at its discretion, extend the due date if an acceptable corrective action plan has been submitted and the Contractor can demonstrate to LDH's satisfaction that the problem cannot be corrected within ten (10) calendar days.

2.2.7.2 Failure of the Contractor to respond within the above specified timeframes may result in a loss of any money due to the Contractor and the assessment of liquidated damages as provided in the Liquidated Damages section.

2.2.8 Report Submission Timeframes

2.2.8.1 The Contractor shall ensure that all required reports or files, as specified by LDH, are submitted in a timely manner for review and approval by LDH. The Contractor's failure to submit the reports or files as specified may result in the assessment of liquidated damages as provided in the Liquidated Damages section.

2.2.8.2 Unless otherwise specified, deadlines for submitting files and reports are as follows:

2.2.8.2.1 Daily reports and files shall be submitted within one (1) business day of the reporting date;

2.2.8.2.2 Weekly reports and files shall be submitted on the Wednesday following the reporting week;

2.2.8.2.3 Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of the reporting month;

2.2.8.2.4 Quarterly reports and files shall be based on a calendar quarter and shall be submitted within thirty (30) calendar days of the end of the reporting quarter;

2.2.8.2.5 Annual reports and files shall be based on a calendar year and shall be submitted within thirty (30) calendar days of the end of the reporting year; and

2.2.8.2.6 Ad Hoc reports shall be submitted within five (5) business days from the date of request.

2.2.8.3 If the due date occurs on a weekend or Louisiana designated holiday, the report shall be due the following business day.

2.2.8.4 Regardless of due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 4:30pm Central Time.

2.3 Performance Standards

2.3.1 The Contractor shall provide to LDH or maintain, at a minimum, the following to document deliverables:

2.3.1.1 Enrollment of Medicaid beneficiaries into MCO

2.3.1.1.1 Submit draft program materials (letters, notices, MCO comparison charts, etc.) and inventory log at least annually

2.3.1.1.2 Submit monthly Enrollment Reports

2.3.1.1.3 Maintain electronic copies of all enrollment files exchanged (ANSI ASC X12 834) with Fiscal Intermediary and all contract Managed Care Organizations

2.3.1.1.4 Submit summary of monthly reconciliation ANSI ASC X12 834 file

2.3.1.2 Processing disenrollment requests from MCOs and enrollees

2.3.1.2.1 Submit report with the number of enrollees who are automatically disenrolled from the MCO because a decision was not rendered timely on the request for disenrollment

2.3.1.2.2 Submit monthly Disenrollment Report

2.3.1.2.3 Maintain Disenrollment Request Forms

2.3.1.2.4 Maintain documentation of reason for decision of Disenrollment Requests

2.3.1.3 Annual open enrollment

2.3.1.3.1 Submit written recommendation for Open Enrollment that complies with federal Medicaid requirements and allows for an annual open enrollment period

2.3.1.3.2 Submit draft materials to be used in open enrollment packets

2.3.1.3.3 Submit open enrollment statistical reports

2.3.1.4 Systems

2.3.1.4.1 Maintain evidence of successful exchange of files as verified by MCO entities and Fiscal Intermediary

2.3.1.5 Beneficiary Support System

2.3.1.5.1 Submit draft training materials for customer service agents

2.3.1.5.2 Submit IVR and CSR scripts for approval

2.3.1.5.3 Submit monthly reports

2.3.1.6 Build and maintain enrollment website

- 2.3.1.6.1 Submit website access and site map to LDH for approval
- 2.3.1.6.2 Maintain documentation that reading level software was utilized, including indicator use and reading level of the item

2.3.1.7 Enrollee materials

- 2.3.1.7.1 Submit to LDH for approval all enrollee materials, including an inventory log
- 2.3.1.7.2 Maintain copies of all enrollee materials including obsolete versions
- 2.3.1.7.3 Maintain documentation that reading level software was utilized, including indicator use and reading level of the item

2.3.1.8 MCO complaint tracking and reporting

- 2.3.1.8.1 Submit to LDH for approval the template for complaint tracking
- 2.3.1.8.2 Submit monthly Complaint Tracking Reports, containing all required information
- 2.3.1.8.3 Maintain electronic record of all complaints, investigations, and resolutions

2.3.1.9 Required reporting to LDH

- 2.3.1.9.1 Take, distribute, and maintain minutes from meetings with LDH
- 2.3.1.9.2 Submit draft technical reports for LDH review and approval
- 2.3.1.9.3 Submit completed table of required reports
- 2.3.1.9.4 Submit and maintain submission logs of all contractually required reports

2.3.2 LDH reserves the right to add additional performance standards to document deliverables.

2.4 Administrative Actions and Liquidated Damages

2.4.1 LDH Administrative Actions

2.4.1.1 LDH shall notify the Contractor through a written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements of the contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:

- 2.4.1.1.1 A warning through written notice or consultation;
- 2.4.1.1.2 Education requirement regarding program policies and procedures;
- 2.4.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
- 2.4.1.1.4 Submission of a corrective action plan.

2.4.1.2 Penalties for Failure to Comply with Enrollment Requirements

2.4.1.2.1 Whenever LDH determines the Contractor, its agents, subcontractors, volunteers or providers have engaged in any unfair, deceptive, or prohibited enrollment practices in connection with enrolling beneficiaries in an MCO, one or more of the remedial actions listed below shall apply:

2.4.1.2.1.1 LDH shall notify the Contractor in writing of the determination of the noncompliance, of the remedial action(s) that will be taken, and of any other related conditions such as the length of time the remedial actions shall continue and the corrective actions that the Contractor must perform;

2.4.1.2.1.2 LDH may require the Contractor to recall the previously authorized enrollee education material(s);

2.4.1.2.1.3 LDH may deduct the PMPM amount for beneficiaries enrolled as a result of non-compliant practices from the next monthly payment made to the Contractor and shall continue to deduct such payment until correction of the failure; and/or

2.4.1.2.1.4 LDH may require the Contractor to contact each beneficiary who enrolled during the period while the Contractor was out of compliance to explain the nature of the non-compliance and inform the enrollee of his or her right to transfer to another MCO.

2.4.2 Liquidated Damages

2.4.2.1 In the event the Contractor fails to achieve the performance standards and/or other deliverables specified in the terms and conditions of the contract, the liquidated damages defined below may be assessed. LDH will issue a Notice of Action to the Contractor, along with a cure period of not less than ten (10) business days as an opportunity to cure without the assessment of liquidated damages for the first instance of a deficiency. For all following deficiencies of the same type, LDH will assess liquidated damages immediately. If assessed, the liquidated damages will be used to reduce LDH's payments to the Contractor. If the liquidated damages exceed amounts due from LDH, the Contractor will be required to make cash payments for the amount in excess. LDH may also delay the assessment of liquidated damages if it is in the best interest of LDH to do so. LDH may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, LDH may reassert the assessment of liquidated damages, even following contract termination.

2.4.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:

2.4.2.2.1 The duration of the violation;

2.4.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;

2.4.2.2.3 The Contractor's history of compliance;

2.4.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid beneficiary; and

2.4.2.2.5 The “good faith” exercised by the Contractor in attempting to stay in compliance.

2.4.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay LDH the specified amounts listed below as agreed upon liquidated damages.

Requirement	Liquidated Damages
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this Contract, the contract, or upon direction of LDH.	A one thousand dollar (\$1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.
Contractor shall request approval from LDH to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by LDH, or failure to fill key staff positions.
Contractor shall maintain all files and perform all file updates according to the requirements in this contract.	A one thousand five hundred dollar (\$1,500) per business day charge to the Contractor for each day after the due date until the files are maintained and/or updated.
The Contractor must develop and implement changes to the ANSI ASC X12 834 file layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH.	A one thousand five hundred dollar (\$1,500) per business day charge to the Contractor for each day after the due date until the file change is implemented.
The Contractor must electronically complete corrections to the ANSI ASC X12 834 file within thirty (30) calendar days of request by LDH, or within a timeframe as approved by LDH.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the due date until the corrections are completed.
Contractor shall ensure that ninety-five (95%) percent of calls do not exceed the allotted wait time, to be computed on a monthly basis and reported monthly.	A five thousand dollar (\$5,000) charge to the Contractor per month of noncompliance.
Contractor shall ensure that abandonment rates do not exceed five (5%) percent, to be computed on a monthly basis and reported monthly.	A five thousand dollar (\$5,000) charge to the Contractor per month of noncompliance.
Contractor shall ensure that incoming calls that are blocked do not exceed one (1.00%) percent, to be computed on a daily basis and reported monthly.	A charge to the Contractor per day of noncompliance according to the following: <ul style="list-style-type: none"> - Daily amount per day 1-5: one thousand dollars (\$1,000) per day. - Daily amount per day 6-10: one thousand two hundred fifty dollars (\$1,250) per day. - Daily amount per day 11 and beyond: one thousand five hundred dollars (\$1,500) per day.

In the event of an emergency or disaster, the Contractor shall resume operations within 72 hours post event.	A one hundred dollar (\$100) charge to the Contractor per hour for every whole or partial hour beyond 72 hours post event that the contractor fails to resume operations.
Contractor shall submit a transition plan within ninety (90) calendar days of contract start date and annually thereafter, with a final transition plan due six (6) months prior to the end of the contract term.	A one thousand dollar (\$1,000) charge to the Contractor per calendar day after the plan due date until the plan is received.
Contractor shall submit a documentation inventory and assessment within ninety (90) calendar days of contract start date and semi-annually thereafter, with a final inventory and assessment due six (6) months prior to the end of the contract term.	A one thousand dollar (\$1,000) charge to the Contractor per calendar day after the plan due date until the plan is received.
Contractor shall implement and maintain a process, to be approved by LDH, for notification to LDH within five (5) business days when it receives information about changes in an enrollee's circumstances that may affect the enrollee's eligibility including but not limited to changes in the enrollee's residence and the death of an enrollee.	A one thousand dollar (\$1,000) per business day charge to the Contractor per enrollee for each day after the reporting due date until the reporting is received.
Contractor shall perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO enrollments such as, but not limited to, overlapping MCO enrollment, overlapping incarceration segments, deceased members, and duplicated members. The Contractor shall notify LDH of any findings in writing within three (3) business days or through standing reports.	A one thousand dollar (\$1,000) per business day charge to the Contractor per day for each day after the report due date until the report is received.
Subsequent to program integrity activities, Contractor shall correct enrollments within thirty (30) calendar days and system logics and/or processes within sixty (60) calendar days of identification.	A one thousand five hundred dollar (\$1,500) per calendar day charge to the Contractor for each day after the due date until the corrections and/or edits are implemented.
Contractor shall ensure that critical enrollee internet and/or telephone-based functions are available to users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system maintenance agreed upon by LDH and the Contractor.	A one hundred dollar (\$100) charge to the Contractor per hour for every whole or partial hour that internet and/or telephone-based functions are not available.
Contractor shall secure an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.	A one thousand dollar (\$1,000) charge to the Contractor per business day after the plan due date until the plan is received.

The Contractor shall annually test its plan through simulated disasters and lower level failures to demonstrate to LDH that it can restore system functions.	A one thousand dollar (\$1,000) charge to the Contractor per business day after the test due date until the test is conducted.
In the event the Contractor fails to demonstrate through simulated disasters that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.	A one thousand dollar (\$1,000) charge to the Contractor per business day after the plan due date until the plan is received.
Within thirty (30) days of implementation and annually thereafter, the Contractor shall submit an organizational chart.	A one thousand dollar (\$1,000) charge to the Contractor per business day after the chart due date until the chart is received.
Contractor shall inform LDH in writing within seven (7) calendar days of the resignation or termination of any of the key staff positions.	A one thousand dollar (\$1,000) per calendar day charge to the Contractor for each day after resignation/termination notice is due until the resignation/termination is received.
If the Contractor has actual notice that any temporary, permanent, subcontract, part-time or full-time Contractor staff has become an "ineligible individual" or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this contract and notify LDH within five (5) business days.	A one thousand dollar (\$1,000) per calendar day charge to the Contractor per employee for each day after the termination/notification date until the termination is made and/or notification is made.
Insurance Coverage shall not be canceled, suspended, or voided by the Contractor or reduced in coverage or in limits except after 30 calendar days written notice has been given to LDH. 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.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that insurance coverage is not in compliance.
Within thirty (30) days prior to contract implementation, the Contractor shall submit a training and evaluation module for customer service staff to ensure adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered program. The training module must be approved by LDH before contract implementation.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the modules due date until the modules are received.

Within thirty (30) days prior to contract implementation, the Contractor shall submit customer service quality criteria and protocols to measure and monitor the accuracy of responses and phone etiquette as it relates to the toll-free telephone line.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the criteria and protocols due date until the criteria and protocols are received.
Contractor shall design and implement a comprehensive quality assurance process within thirty (30) days prior to contract implementation to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the process due date until the process is received.
Contractor shall ensure that the first contact resolution rate shall not drop below seventy-three (73.00%) percent and shall be reported monthly.	A two thousand five hundred dollar (\$2,500) per month charge to the Contractor for not meeting 73.00% first contact resolution rate.
Contractor shall ensure that the customer satisfaction rate shall not drop below ninety (90.00%) percent and shall be reported monthly.	A two thousand five hundred dollar (\$2,500) per month charge to the Contractor for not meeting 90.00% customer satisfaction rate.
Contractor shall complete ad hoc comparative and research analysis projects as directed by LDH and deliver a final report within timelines established by LDH.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the analysis is not complete and the report due date until the report is received.

2.4.3 LDH Liquidated Damages for Noncompliance with Other Deliverables or Requirements

2.4.3.1 For any violation of deliverables and requirements not explicitly described in the above Table, LDH may impose liquidated damages in an amount up to \$2,500 per deliverable per calendar month. LDH will issue a Notice of Action to the Contractor, along with a cure period of not less than thirty (30) calendar days as an opportunity to cure without the assessment of liquidated damages for the first instance of a deficiency. For all following deficiencies of the same type, LDH will assess liquidated damages immediately.

2.4.4 Payment of Liquidated Damages

2.4.4.1 Any liquidated damages assessed by LDH that cannot be collected through withholding from future enrollment broker payments shall be due and payable to LDH within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by LDH will be returned to the Contractor.

2.4.4.2 If liquidated damages are insufficient, LDH has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes LDH to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services, LDH may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. LDH shall account to the Contractor and return any excess to the Contractor.

2.4.4.3 LDH has the right to recovery of any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.

2.4.4.4 A monetary sanction may be applied to all known affiliates, subsidiaries and parents of the Contractor, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

2.5 Program Integrity

2.5.1 The Contractor shall implement and maintain internal controls, policies, and procedures that are designed to detect and prevent fraud, waste, and abuse.

2.5.2 The Contractor shall implement and maintain written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable requirements and standards under this contract, and all applicable Federal and State requirements. The Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, and investigation and correction of potential compliance issues.

2.5.3 The Contractor shall implement and maintain a process, to be approved by LDH, for notification to LDH within five (5) business days when it receives information about changes in an enrollee's circumstances that may affect the enrollee's eligibility including but not limited to changes in the enrollee's residence and the death of an enrollee.

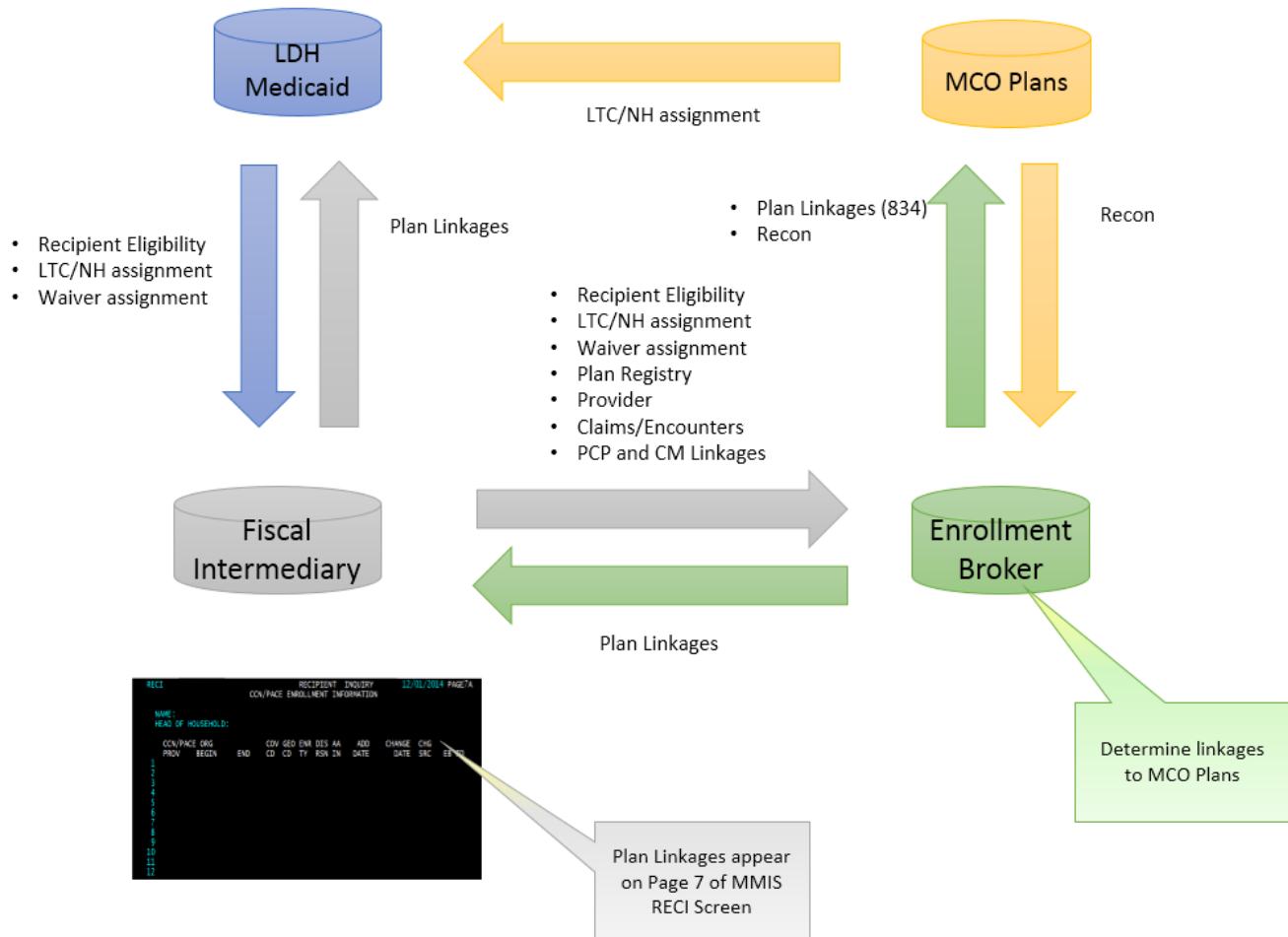
2.5.4 The Contractor shall implement and maintain a process to validate that enrollments are appropriate. The Contractor shall perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO and DBPM enrollments such as, but not limited to, overlapping MCO enrollment, overlapping incarceration segments, deceased members, and duplicated members. The Contractor shall notify LDH of any findings in writing within three (3) business days or through standing reports. The Contractor shall correct enrollment within thirty (30) calendar days and system logics and/or processes within sixty (60) calendar days of identification. LDH reserves the right to request regular and/or ad hoc queries.

2.6 Technical Requirements

2.6.1 The State requires that the Contractor integrate with components of the State's Enterprise Architecture (EA). All solutions must integrate into the EA components using standard APIs a complete listing of which can be found in Appendix F, *Enterprise Architecture Integration Requirements*, of the RFP. The Contractor must integrate to the functional component(s) through the EA's Enterprise Service Bus and Identity Access Management components. The Contractor will be responsible for performing all work necessary to integrate its solution into the EA. Contractor must work directly with the State's EA Governance Team and the State's EA Contractor as necessary throughout the project to validate its integration methodology.

- 2.6.2 Contractor will have one hundred twenty (120) calendar days following an approved Business Requirements Document (BRD) to complete integration activities, including testing. Integration activities may be directed in whole or in part.
- 2.6.3 Below is the current view of the enrollment broker's role with other Medicaid partners which is subject to change:

LDH Medicaid to Fiscal Intermediary to Enrollment Broker



- 2.6.4 The Contractor must implement and maintain the secure systems necessary to carry out the enrollment and support services detailed in this Contract.
- 2.6.5 When fully implemented, the Contractor's system must provide, at a minimum, the following functionalities:
- 2.6.5.1 Interface and communicate with LDH and LDH designee systems via a secure protocol. Encryption will be governed in adherence with the security policies referenced in section 3.6.7;

- 2.6.5.2 Process enrollments, disenrollments, and change requests of LDH, enrollees, MCO entities, and DBPMs according to department-defined business rules, including retroactive changes and insertion of closed segments;
- 2.6.5.3 Perform auto assignment of enrollees, when applicable, using approved LDH algorithm(s);
- 2.6.5.4 Successfully and securely interface, integrate and exchange files with LDH and all LDH designees with no more than a 0.01 % file or transmission failure rate;
- 2.6.5.5 Securely collect and maintain demographic data related to enrollees and providers;
- 2.6.5.6 Maintain privacy of all enrollees and potential enrollees in a secure technical environment;
- 2.6.5.7 Conform and adhere to all applicable HIPAA requirements regarding participant privacy and data security;
- 2.6.5.8 Establish and maintain telecommunications with an uptime to meet or exceed 99.99%, exclusive of planned maintenance downtimes;
- 2.6.5.9 Maintain high quality data for reporting processes, perform data cleansing and validation such that the data error rate will not exceed 5.00% on random sampling;
- 2.6.5.10 Serve as a centralized repository for notes specifically relating to services received through programs;
- 2.6.5.11 Generate and track all appropriate physical and electronic communications with LDH, MCOs, DBPMs, stakeholders, enrollees, and potential enrollees;
- 2.6.5.12 Ensure that critical enrollee internet and/or telephone-based functions are available to users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system maintenance agreed upon by LDH and the Contractor;
- 2.6.5.13 Ensure that written process and procedure manuals document and describe all manual and automated system procedures for its information processes and information systems;
- 2.6.5.14 Batch transaction types include, but are not limited to, the following:
 - 2.6.5.14.1 ANSI ASC X12N 834 Benefit Enrollment and Maintenance;
 - 2.6.5.14.2 ANSI ASC X12N 835 Claims Payment Remittance Advice Transaction;
 - 2.6.5.14.3 ANSI ASC X12N 837I Institutional Claim/Encounter Transaction;
 - 2.6.5.14.4 ANSI ASC X12N 837P Professional Claim/Encounter Transaction;
 - 2.6.5.14.5 ANSI ASC X12N 270/271 Eligibility/Benefit Inquiry/Response;
 - 2.6.5.14.6 ANSI ASC X12N 276 Claims Status Inquiry;
 - 2.6.5.14.7 ANSI ASC X12N 277 Claims Status Response;

- 2.6.5.14.8 ANSI ASC X12N 278/279 Utilization Review Inquiry/Response; and
- 2.6.5.14.9 ANSI ASC X12N 820 Payroll Deducted and Other Group Premium Payment for Insurance Products.
- 2.6.6 Transaction types are subject to change and the Contractor shall comply with applicable HIPAA and other federal standards and regulations for information exchange as they occur.
- 2.6.7 Contractor will perform at least monthly system releases, as applicable, to maintain and update systems. During EA integration, system releases will occur on a quarterly basis unless otherwise directed by LDH.
- 2.6.8 Off Site Storage and Remote Back-up
 - 2.6.8.1 The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.
 - 2.6.8.2 The data back-up policy and procedures shall include, but not be limited to:
 - 2.6.8.2.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 2.6.8.2.2 Documented back-up procedures;
 - 2.6.8.2.3 The location of data that has been backed up (off-site and on-site, as applicable);
 - 2.6.8.2.4 Identification and description of what is being backed up as part of the back-up plan;
 - 2.6.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes; and
 - 2.6.8.2.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
- 2.6.9 The Contractor shall adhere to all applicable published state security policies, which may be located at <http://www.doa.la.gov/pages/ots/informationsecurity.aspx>
- 2.6.10 The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of LDH related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to LDH. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 2.6.11 The Contractor shall be responsible for procuring and maintaining hardware and software resources that are sufficient to perform the services detailed in this Contract at the service level specified.

- 2.6.12 The Contractor shall adhere to applicable state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this Contract.
- 2.6.13 Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources that are relevant to successful completion of the requirements of this Contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources that are relevant to the successful completion of the requirements of this Contract. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.
- 2.6.14 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 2.6.15 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- 2.6.16 Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware-level encryption standards.
- 2.6.17 All Contractor utilized computers and devices must:
 - 2.6.17.1 Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - 2.6.17.2 Have installed all security patches that are relevant to the applicable operating system and any other system software; and
 - 2.6.17.3 Have encryption protection enabled at the operating system level.

2.7 Contingency Plan

- 2.7.1 The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters. The Contractor must have the flexibility and capability to maintain a level of service for the beneficiary support system, as approved by LDH.
- 2.7.2 The contingency plan shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on maintaining and restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes, staffing, and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.
- 2.7.3 The Contractor shall secure an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.

2.7.4 At a minimum, the Contingency Plan shall address the following scenarios:

2.7.4.1 The central computer installation and resident software are destroyed or damaged;

2.7.4.2 The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transactions that are active in a live system at the time of the outage;

2.7.4.3 System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system; and

2.7.4.4 System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such as it causes unscheduled System unavailability.

2.7.5 The Contingency Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.

2.7.6 The Contingency Plan shall specify how operations will be maintained during events that may occur in Louisiana or in the location of the Contractor.

2.7.7 The Contractor shall annually test its plan through simulated disasters and lower level failures to demonstrate to LDH that it can restore system functions.

2.7.8 In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

2.8 Staffing Requirements

2.8.1 The Contractor shall have in place the organizational, operational, managerial and administrative capacity to fulfill all contract requirements outlined in this Contract. Within thirty (30) days of implementation and annually thereafter, the Contractor shall submit an organizational chart.

2.8.2 For the purposes of this contract, the Contractor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 CFR §438.610(a) and (b), and 42 CFR §1001.1901(b)]. The Contractor must screen all employees and subcontractors to determine whether any of them have been excluded from participation in federal health care programs. The HHS-OIG website, which can be searched by the names of any individual, can be accessed at the following URL: <https://exclusions.oig.hhs.gov/>.

2.8.3 The Contractor must employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The Contractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and LDH policy requirements, including the requirement for providing culturally competent services to all enrollees and potential enrollees,

- including those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to requiring the Contractor to hire additional staff and application of liquidated damages as provided in section 3.4.
- 2.8.4 For the duration of the contract, the Contractor shall include at a minimum the following qualified key staff, who must be present for onsite meetings at LDH in Baton Rouge within twenty-four (24) hours' notice:
- 2.8.4.1 Enrollment Broker Director who must have at least six (6) years of experience in managing a similar project of equal or greater scope;
 - 2.8.4.2 Enrollment Services Deputy Director who must have at least five (5) years of experience in managing a technical benefit enrollment and maintenance information project of equal or greater scope;
 - 2.8.4.3 Information Technology Deputy Director who must have at least five (5) years of experience in managing an information technology project of equal or greater scope; and
 - 2.8.4.4 Beneficiary Support Services Deputy Director who must have at least five (5) years of experience in managing an enrollee relations project of equal or greater scope.
- 2.8.5 The Contractor shall remove or reassign, upon written request from LDH, any employee or subcontractor employee that LDH deems to be unacceptable.
- 2.8.6 LDH shall approve the hiring of all key staff.
- 2.8.7 Key staff shall not be removed or reassigned without approval of LDH, which approval will not be unreasonably withheld if a suitable candidate is proposed.
- 2.8.8 An individual may not occupy more than one (1) key staff position, unless prior approval is obtained by LDH.
- 2.8.9 The Contractor shall inform LDH in writing within seven (7) calendar days of the resignation or termination of any of the key staff positions. Staff assignments shall be fully covered at all times, and the name of the interim contact person must be included in the notification. The vacancy shall be filled within thirty (30) calendar days. The name and resume of the replacement key staff must be submitted to LDH for approval. Upon approval, Contractor shall submit to LDH a revised organization chart complete with key staff time allocation.
- 2.8.10 The Contractor shall replace resigned or terminated key staff with a person of equivalent experience, knowledge and talent, to be approved by LDH.
- 2.8.11 Annually, the Contractor must provide the name, Social Security number and date of birth of the key staff to the Contract Monitor or designee. LDH will compare this information against federal databases to confirm that those individuals have not been banned or debarred from participating in federal programs per 42 CFR §455.104.

2.8.12 All key staff must have a working knowledge of Medicaid and managed care programs. The Contractor shall develop and submit to LDH for approval, a detailed outline of the training plan and orientation package designed to equip Contractor staff with a working knowledge of LDH, Louisiana Medicaid, Louisiana managed care programs, and LaCHIP.

2.8.13 Ineligible Individuals for Employment

2.8.13.1 The Contractor must ensure that all entities or individuals, whether defined as “key staff” or not, performing services under a contract with Louisiana Medicaid are not “ineligible individuals” to participate in the federal health care programs, in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available via the internet at <https://exclusions.oig.hhs.gov/>) and the General Services Administration’s List of Parties Excluded from Federal Programs (available via the internet at <https://www.sam.gov>).

2.8.13.2 All temporary, permanent, subcontract, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must complete an annual statement, to be developed by the Contractor, that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an “ineligible individual” to participate in federal health care programs or in Federal procurement or non-procurement programs. If the individual has been convicted of a felony crime or identified as an “ineligible individual”, the Contractor must notify LDH in writing on the same date the notice of a conviction or ineligibility is received.

2.8.13.3 The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to LDH, indicating if the staff stated they were free of convictions or ineligibility referenced above.

2.8.14 If the Contractor has actual notice that any temporary, permanent, subcontract, part-time or full-time Contractor staff has become an “ineligible individual” or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this contract and notify LDH within five (5) business days. For felony convictions, LDH will determine if the individual must be removed from the contract project.

2.8.15 If any of the organizational or key staff information changes between the response to the RFP and contract award, the Contractor must update and provide this information to LDH no later than the contract execution date. The same is applicable to any subcontractor information.

2.8.16 The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory unless otherwise indicated.

2.8.17 The Contractor will implement tools to continuously improve staff selection, training and retention including the following:

2.8.17.1 Real Job Preview for recruiting efforts.

2.8.17.2 Hickory Learning for training.

2.8.17.3 AnswerOn for retention and attrition management.

2.9 Subcontracting

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

- 2.9.7 The Contractor shall affirm that all subcontracting requirements are met on a form prescribed by LDH. The Contractor shall submit all subcontracts for the provision of any services under this Contract to LDH for prior review and approval. LDH shall have the right to review and approve or disapprove any and all subcontracts entered into for the provision of any services under this contract.

2.10 Transition Plan

- 2.10.1 This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. The Contractor shall provide full support and assistance in the transition of operations to LDH or to a successor Contractor in order to minimize any disruption of services covered under the resulting contract of an RFP. The Contractor must:

2.10.1.1 Within ninety (90) calendar days of the contract start date and annually thereafter, with a final transition plan completed no later than six (6) months prior to the end of the contract term, deliver a transition plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard policy and procedures, companion guides, file layouts, phone numbers, website domains, forms and templates, and any additional information that LDH, at its sole discretion, feels is necessary to effect a smooth transition to the successor Contractor.

2.10.1.2 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, systems, file exchanges, data transfers, policies and procedures. All training and materials will be based upon current and complete policies, processes, and procedures. Training will be provided to additional successor Contractor staff as deemed necessary by LDH.

2.10.1.3 Perform a comprehensive inventory and assessment of all documentation including but not limited to policies, procedures, companion guides, and training materials. This documentation inventory and assessment will be completed and delivered to LDH within ninety (90) days of the contract start date and annually thereafter, with a final inventory and assessment completed and delivered no later than six (6) months prior to the end of the contract term. The purpose of the inventory and assessment is to evaluate whether the documentation accurately and completely reflects existing LDH procedures and meets all requirements. Any proprietary or confidential information must be claimed and disclosed to LDH on a privilege log to be included in the assessment.

2.10.1.4 Transfer the Contractor's records to LDH or the successor Contractor, as directed by LDH. This transfer will be conducted in order to prevent any interruption in the records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The Contractor must complete the transfer within ten (10) business days after request from LDH.

2.10.1.5 Transfer all non-proprietary and non-confidential software, files, programs, source code and documentation in an electronic format to the successor Contractor or to LDH within ten (10) business days after request from LDH.

- 2.10.1.6 In the event of contract termination, the transition plan must be adhered to within thirty (30) days of written notification unless other appropriate time frames have been mutually agreed upon by both the Contractor and LDH.

2.11 Compliance With Applicable Laws

- 2.11.1 The Contractor 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 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 Americans with Disabilities Act of 1990 as amended, and section 1557 of the Patient Protection and Affordable Care Act.
- 2.11.2 The 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, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

2.12 Insurance Requirements

- 2.12.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 2.12.2 The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with LDH for approval. The Contractor shall be named as the insured on the policy. The Contractor shall not allow any Subcontractor to commence work on 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 LDH before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) calendar days' written notice in advance to LDH and consented to by LDH in writing and the policies shall so provide.
- 2.12.3 Minimum Scope and Limits of Insurance
- 2.12.3.1 Workers' Compensation Insurance
- 2.12.3.1.1 The Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.
- 2.12.3.2 Commercial General Liability Insurance

- 2.12.3.2.1 The Contractor shall obtain and maintain during the life of the contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall have a minimum limit per occurrence of \$1,000,000.00 and a minimum general aggregate of \$2,000,000.00. 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.
- 2.12.3.3 Automobile Liability
 - 2.12.3.3.1 The Contractor shall obtain and 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. 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.
- 2.12.3.4 Professional Liability (Errors and Omissions)
 - 2.12.3.4.1 The Contractor shall obtain and maintain during the life of the contract such Professional Liability (Error & Omissions) insurance which covers the professional errors, acts, or omissions of the Contractor, and shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the contract. The policy shall provide for an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.
- 2.12.3.5 Subcontractor's Insurance
 - 2.12.3.5.1 The Contractor shall require that any and all Subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.
- 2.12.4 Deductibles and Self-Insured Retentions
 - 2.12.4.1 Any deductibles or self-insured retentions must be declared to and accepted by LDH. The Contractor shall be responsible for all deductibles and self-insured retentions.
- 2.12.5 Other Insurance Provisions
 - 2.12.5.1 The policies are to contain, or be endorsed to contain, the following provisions:
 - 2.12.5.1.1 General Liability and Automobile Liability Coverage
 - 2.12.5.1.1.1 LDH, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when

applicable. The coverage shall contain no special limitations on the scope of protection afforded to LDH.

2.12.5.1.1.2 The Contractor's insurance shall be primary as respects to LDH, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by LDH shall be excess and non-contributory of the Contractor's insurance.

2.12.5.1.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2.12.5.1.2 Workers' Compensation and Employers' Liability Coverage

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

2.12.5.1.3 All Coverage

2.12.5.1.3.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to LDH. 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.

2.12.5.1.3.2 Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

2.12.5.1.3.3 The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.

2.12.5.1.3.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

2.12.6 Acceptability of Insurers

2.12.6.1 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.

2.12.6.2 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 as required in the contract.

2.12.7 Verification of Coverage

2.12.7.1 Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf and shall have the policy's cancellation provision endorsement attached. The Certificates are to be received and approved by LDH before work commences and upon any contract renewal thereafter.

- 2.12.7.2 Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, 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.

2.12.8 Subcontractors

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

2.12.9 Workers' Compensation Indemnity

- 2.12.9.1 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 the 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.

2.13 **Resources Available to Contractor**

- 2.13.1 The LDH Health Plan Management Section will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

2.14 **Contract Monitor**

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

Mitzi Hochheiser
Louisiana Department of Health
Bureau of Health Services Financing
Systems Modernization & Operations 628 North 4th Street, 7th floor
Baton Rouge, LA 70802

2.15 **Term of Contract**

- 2.15.1 The initial term of this contract shall be three (3) years, commencing on August 1, 2018. With all proper approvals and concurrence with the successful Contractor, LDH may also exercise an option to extend for up to twelve (12) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval required 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 3 year term. The total contract term including any 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.
- 2.15.2 No contract or amendment shall be valid, nor shall the state be bound by any contract or amendment, until it has first been executed by LDH and the Contractor, and has been approved in writing by the director of the Office of State Procurement.

2.16 Payment Terms

- 2.16.1 The Contractor shall complete deliverables in accordance with established timelines and shall submit itemized invoices to LDH as defined in the contract terms. Invoices shall be submitted monthly, no later than fifteen (15) calendar days following the month services were rendered, or as defined in the contract terms. Contractor shall submit a final invoice within fifteen (15) calendar days after termination of the contract.
- 2.16.2 Payment of invoices is subject to written approval by LDH. Invoice amounts for work performed must be based on clearly identifiable deliverables as reflected in written reports submitted with the invoice.
- 2.16.3 LDH will make every reasonable effort to make payments within forty-five (45) calendar days of the approval of invoices.
- 2.16.4 The Contractor will not be paid more than the maximum amount of the contract. Continuation of payment is dependent upon available funding.
- 2.16.5 The Contractor will be paid a per member per month (PMPM) rate for the total number of members included on a monthly reconciliation file for the previous month, as specified in the contract with LDH. The PMPM rate shall be inclusive of all costs associated with the performance of deliverables outlined in the contract and shall remain the same regardless of the number of members.

- 2.16.5.1 The PMPM rate shall be as follows:

TERM	PMPM RATE
8/1/18 – 6/30/19	\$ 0.272
7/1/19 – 6/30/20	\$ 0.253
7/1/20 – 9/30/20	\$ 0.248
10/1/20-6/30/21	\$ 0.485
7/1/21 – 7/31/23	\$ 0.485

- 2.16.6 The Contractor shall be paid a fixed rate per comparative and research analysis project as approved by task order. This rate shall be based on the level of effort as agreed upon by the parties and defined in the task order. See Attachment C, Task Order Form. No more than one

million five hundred thousand dollars (\$1,500,000.00) shall be approved for this limited scope of work.

- 2.16.7 The Contractor shall be paid a fixed rate of \$ 2,430,000 for implementation costs related to the addition of Enrollment Broker services required to support changes to the Louisiana Medicaid Dental Benefit Program. This rate shall be based on the cost incurred by the Contractor for system development, testing, and staffing increases required to support increased enrollment, reporting, and beneficiary support services required to meet increased program needs. Contractor shall be entitled to invoice for the full fixed rate for implementation costs set forth in this Section no later than fifteen (15) calendar days after October 1, 2020.
- 2.16.8 All amounts owed by the Contractor to LDH as identified through routine or investigative reviews of records or audits conducted by LDH or other state or federal agency, are due no later than thirty (30) calendar days following notification to the Contractor by LDH unless otherwise authorized in writing by LDH. LDH, at its discretion, reserves the right to collect amounts due by withholding and applying all balances due to LDH to future payments. LDH reserves the right to collect interest on unpaid balances beginning thirty (30) calendar days from the date of initial notification. Any unpaid balances after the refund is due shall be subject to interest at the current Federal Reserve Board lending rate or ten percent (10%) annually, whichever is higher.

2.17 Code of Ethics

- 2.17.1 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in this contract. The Contractor agrees to immediately notify LDH if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
- 2.17.2 The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Contractor as it relates to the contract must be immediately reported to the Department by Contractor.

3 CONTRACTOR REQUIREMENTS

3.1 Confidentiality of Data

- 3.1.1 All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH and 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 procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH 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 LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, 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 the contract, or is rightfully obtained from third parties.
- 3.1.2 Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Health.

3.2 Taxes

- 3.2.1 The Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

3.3 Fund Use

- 3.3.1 The 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.

4 CONTRACTUAL INFORMATION

4.1 Contract

4.1.1 The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Appendix C to the RFP) including its attachments and exhibits, the RFP (including its attachments, amendments, and addenda), and the Contractor's proposal. The LDH contract form contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the contract and supplements, the following are incorporated into the contract awarded through RFP:

4.1.2 Personnel Assignments

4.1.2.1 The Contractor's key staff assigned to this contract may not be replaced without the written consent of LDH. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key staff for these purposes will be determined during contract negotiation.

4.1.3 Force Majeure

4.1.3.1 The Contractor and LDH are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic, pandemic, or court order.

4.1.4 Order of Precedence

4.1.4.1 The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to the provisions of the LDH Standard Contract Form and its attachments and exhibits (excluding the RFP, its attachments, amendments, and addenda, and the Contractor's proposal); second priority to the provisions of the RFP (including its attachments, amendments, and addenda); and third priority to the provisions of the Contractor's proposal.

4.1.5 Entire Agreement

4.1.5.1 The LDH Standard Contract Form (including its attachments and exhibits), the RFP (including its attachments, amendments, and addenda), and the Contractor's proposal constitute the entire agreement between the parties with respect to the subject matter.

4.1.6 Board Resolution/Signature Authority

4.1.6.1 The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

4.1.7 Warranty to Comply with State and Federal Regulations

4.1.7.1 The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

4.1.8 Warranty of Removal of Conflict of Interest

4.1.8.1 The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform LDH promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

4.1.8.2 Pursuant to 42 CFR §438.810, the enrollment broker and its subcontractor(s) shall be free from conflict of interest. The enrollment broker or its subcontractor(s) is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the enrollment broker or subcontractor or has any contract with them has any direct or indirect financial interest in any entity or healthcare provider that furnishes services in the State in which the broker or subcontractor provides enrollment services; has been excluded from participation under Title XVIII or XIX of the Social Security Act; has been debarred by any federal agency; or has been, or is now, subject to civil money penalties under the Act.

4.1.9 Corporation Requirements

4.1.9.1 If the Contractor is a corporation, the following requirements must be met prior to execution of the contract:

4.1.9.1.1 If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

4.1.9.1.2 If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, it must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.

4.1.9.1.3 The Contractor must provide written assurance to LDH from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

4.1.10 Contract Controversies

4.1.10.1 Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

4.1.11 Right To Audit

4.1.11.1 The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal business hours for this purpose.

4.1.12 Contract Modification

4.1.12.1 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.

4.1.13 Severability

4.1.13.1 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.

4.1.14 Applicable Law

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

4.1.15 Intellectual Property

4.1.15.1 Any and all Contractor or 3rd party intellectual property (including but not limited to data, records, materials, documents, software, processes, and techniques) not first developed for the State in the performance of the contract remain the sole and exclusive property of Contractor or such 3rd party.

4.1.16 Equitable Adjustments

4.1.16.1 Should there be any change in the scope of work which results in new deliverables or requirements (including statutory, regulatory, or policy requirements), the parties shall (1) identify the change and impact on scope, deliverables, or contract compliance, (2) document and substantiate level of effort and cost (3) negotiate an adjustment to price and/or performance standards, as applicable, and (4) arrive at an agreement within thirty (30) calendar days after LDH requests the change. All changes and/or contract amendments will be in adherence with State procurement laws and rules.

4.2 Mutual Obligations and Responsibilities

4.2.1 The State requires that the mutual obligations and responsibilities of LDH and the Contractor be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the sample state contract.

4.3 Performance Bond

4.3.1 The Contractor shall be required to establish and maintain a performance bond equal to one and one half (1.5) million dollars (\$1,500,000.00) for as long as the contractor has contract-related liabilities, or ninety (90) calendar days following the termination date of this contract, whichever is later, to guarantee: (1) payment of the Contractor's obligations to LDH and (2) performance by the Contractor of its obligations under this contract.

- 4.3.2 Annually, LDH and the Contractor will meet to review (1) payment of the Contractor's obligations to LDH, (2) performance by the Contractor of its obligations, and (3) outstanding balance and term of the contract to determine if a reduction in the amount of the performance bond is earned by merit and equitable to the parties. Under no circumstance shall the value of the performance bond be less than ten (10) percent of the balance of the contract.
- 4.3.3 The bond must be made payable to the State of Louisiana. The contract and dates of performance must be specified in the bond.
- 4.3.4 The original performance bond must be submitted to LDH within 30 days of contract approval by the Office of State Procurement. The original performance bond will have the raised engraved seal on the bond and on the Power of Attorney page. The Contractor must retain a photocopy of the performance bond.
- 4.3.5 Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 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 Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

4.4 Indemnification and Limitation of Liability

- 4.4.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
- 4.4.2 The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LDH and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of LDH. If applicable, Contractor will indemnify, defend and hold LDH and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against LDH in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property

- right, provided that LDH 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, LDH or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- 4.4.3 The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
- 4.4.4 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for LDH 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 LDH up to the dollar amount of the Contract.
- 4.4.5 For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- 4.4.6 LDH and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

4.5 Termination

4.5.1 Termination For Cause

- 4.5.1.1 LDH 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 that LDH shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, 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 LDH 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.

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

4.5.2 Termination For Convenience

- 4.5.2.1 LDH may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

4.5.3 Termination For Non-Appropriation Of Funds

- 4.5.3.1 The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

4.6 Independent Assurances

- 4.6.1 The Contractor and/or subcontractors, as performing a key internal control, shall submit an independent SOC 2 Type II audit, in accordance with SSAE-18 standards, to ensure appropriate design and operating effectiveness of controls implemented to process enrollments and to submit enrollment data in accordance with the policies and procedures for the Louisiana Medicaid line of business. When required by LDH, the contractor shall provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV&V), and other internal project/program reviews and audits.
- 4.6.2 The audit firm will submit to LDH and/or the 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.

Such audits shall be performed annually during the term of the contract, and according to Section 2.2.8.2. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to LDH. The cost of the audit is to be borne by the Contractor.

5 GLOSSARY

The following terms, as used in this Contract, shall be construed and interpreted as follows unless the context clearly indicates otherwise.

Term	Definition
Abandonment rate	The percentage of inbound phone calls made to the customer service unit that are abandoned by the customer before speaking to an agent. It is calculated as abandoned calls divided by total inbound calls (in percent).
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
ANSI ASC X12 834	The standard adopted for electronic exchange of individual, subscriber, and dependent enrollment and maintenance information with health plans, either directly or through a vendor, such as a health care clearinghouse. In some instances, this transaction may be used also to exchange enrollment and maintenance information with healthcare providers or between health plans and healthcare providers.
Automatic Assignment	The process utilized to enroll a Medicaid beneficiary into a Managed Care Organization (MCO) using a predetermined algorithm who (1) is not excluded from MCO participation and (2) does not proactively select an MCO at the time of application.
Beneficiary	An individual who is eligible for Louisiana Medicaid. A beneficiary may receive Medicaid via fee-for-service and/or managed care.
Beneficiary Support System	System that provides support to beneficiaries both prior to and after enrollment in an MCO.
Bureau of Health Services Financing (BHSF)	The agency within the Louisiana Department of Health, Office of Management & Finance that is designated as Louisiana's single state Medicaid agency to administer the Medicaid program.
Business Day	Monday, Tuesday, Wednesday, Thursday and Friday, excluding Louisiana State designated holidays.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term "days" in this Contract refers to calendar days.
Can/Should/May	Denotes an allowable activity, but not a mandatory requirement.
Cause	Specified reasons that allow mandatorily enrolled MCO beneficiaries to change their MCO choice. Term may also be referred to as "good cause."
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CHIP	Children's Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.
Choice Counseling	The provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among

	managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific managed care plan.
Complaint	Any communication an enrollee has in which displeasure is expressed.
Contractor	Any person having a contract with a governmental body.
Corrective Action Plan (CAP)	A plan developed by the enrollment broker that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency.
Customer Service Unit	A component of the beneficiary support system physically located within the United States which is sufficiently staffed with customer service representatives who have adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered programs, whose function is to provide enrollment services via telephone, computer, or other electronic means.
Dental Benefit Program Manager (DBPM)	Pre-Paid Ambulatory Health Plans contracted by the State of Louisiana to provide qualified members with Medicaid dental benefits.
Department	The Louisiana Department of Health.
Disenrollment	Action taken by LDH or its designee to remove a Medicaid MCO enrollee from the MCO following the receipt and approval of a request for disenrollment, or a determination made by LDH or its designee that the enrollee is no longer eligible for Medicaid or enrollment in the MCO Program.
Enrollee	A Medicaid beneficiary who is currently enrolled in a managed care plan in the Louisiana Medicaid program. For marketing and education materials, or other informational materials provided to the enrollee, the term “member” may be used.
Enrollment	The process conducted by the enrollment broker by which a Medicaid or CHIP beneficiary becomes an enrollee of a MCO.
Enrollment Activities	Activities such as but not limited to distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication.
Enrollment Broker	The State’s contracted agent that performs enrollment services.
Enrollment Services	Activities such as distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication, and choice counseling.
Grievance	An expression of dissatisfaction about any matter other than an adverse benefit determination. Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider or a network employee, and network administration practices. Administrative grievances are generally those relating to dissatisfaction with the delivery of administrative services, coverage, and access to care.
Key Staff	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the contractor’s entity either directly or indirectly.
Limited English proficient	Potential enrollees and enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak,

	or understand English and may be eligible to receive language assistance.
Liquidated Damages	Monetary penalties that may be assessed whenever the Contractor and/or its subcontractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the Contract.
Louisiana Department of Health (LDH)	The state department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the state of Louisiana. Also referred to as the Department.
Louisiana Medicaid State Plan	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Louisiana Medicaid Managed Care Program	Louisiana Medicaid managed care program is the way most of Louisiana's Medicaid and LaCHIP beneficiaries receive all health care services (acute, primary, behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Louisiana, Medicaid beneficiaries enroll in a health plan. These plans differ from one another in several ways, including their provider networks, referral policies, health management programs and extra services and incentives offered. Each of these plans is accountable to the Department of Health (LDH) and the State of Louisiana.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La.R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid program, be regulated by the Louisiana Department of Health.
Medicaid Eligibility Data System (MEDS)	The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The MEDS system is vital to LDH to ensure established Medicaid eligibility is available for enrollees to receive services in a timely manner. The MEDS system is responsible for transmitting the Medicaid eligibility data to LDH's Fiscal Intermediary on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services performed.
Member	As it relates to this Contract, refers to a Medicaid enrollee. For marketing and education materials, or other informational materials provided to the enrollee, the term "member" may be used
Member Month	A calendar month of coverage for a Medicaid beneficiary who is enrolled in an MCO.
Must/Shall/Will	Denotes a mandatory requirement.
Occurrence	Each instance of a late, incorrect or deficient deliverable.
Open Enrollment	The period of time when an enrollee may change MCOs without cause (once every twelve months after initial enrollment).
Original	Denotes must be signed in ink.

Per Member Per Month (PMPM)	The per-member, per-month rate of payment paid to the enrollment broker by LDH for the provision of enrollment broker services. The PMPM shall be based on the total number of members included on a monthly reconciliation file.
Potential Enrollee	A Medicaid beneficiary who is subject to mandatory enrollment or who may voluntarily elect to enroll in a MCO, but is not yet an enrollee of a specific MCO.
Prepaid Ambulatory Health Plan (PAHP)	Provides services to enrollees under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates; does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its enrollees; and does not have a comprehensive risk contract.
Prevalent	A non-English language determined to be spoken by a significant number or percentage of potential enrollees and enrollees that are limited English proficient.
Provider-beneficiary Relationship	An existing provider-beneficiary relationship is one in which the provider was a main source of Medicaid services for the beneficiary during the previous year. This may be established through State records of previous managed care enrollment or FFS experience, encounter data, or through contact with the beneficiary.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Readily accessible	Electronic information and services which comply with modern accessibility standards such as Section 508 guidelines, Section 504 of the Rehabilitation Act, and W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA and successor versions.
State	State of Louisiana
Subcontractor	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias and in accord with standards for data collection and analysis.
Vendor	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

6 ACRONYMS

BHSF	Bureau of Health Services Financing
CAP	Corrective Action Plan
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
CSR	Customer Service Representative
DBPM	Dental Benefit Program Manager
EA	Enterprise Architecture
EB	Enrollment Broker
FI	Fiscal Intermediary
FY	Fiscal Year
HIPAA	Health Insurance Portability and Accountability Act
LaCHIP	Louisiana Children's Health Insurance Program
LDH	Louisiana Department of Health
MCO	Managed Care Organization
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health
OCDD	Office for Citizens with Developmental Disabilities
OPH	Office of Public Health
OSP	Office of State Procurement
PAHP	Pre-Paid Ambulatory Health Plan
PMPM	Per Member Per Month
RFP	Request For Proposals
SFTP	Secure File Transfer Protocol
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

LOUISIANA NATIONAL GUARD
OFFICE OF THE ADJUTANT GENERAL
6400 St. Claude Avenue
Jackson Barracks
New Orleans, LA 70117

D. KEITH WADDELL
BRIGADIER GENERAL
THE ADJUTANT GENERAL

March 17, 2021

SUBJECT: Maintenance Management, Preventative Maintenance Services, and Emergency Repair Services of the Utility Systems Infrastructure at Camp Minden, Minden, Louisiana, RFP #: 112PSCLA19-A-016, PO#2000403942

Ms. Sherry Phillips-Hymel
Director, Senate Fiscal Services
Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, Louisiana 70804

Dear Ms. Phillips-Hymel:

Please consider this justification to exercise existing language to extend the current contract an additional two (2) years under the same rates, terms and conditions. The Louisiana Military (LMD) is requesting to amend the RFP# 112PSCLA19-A-016 Maintenance Management, Preventative Maintenance Services, and Emergency Repair Services of the Utility Systems Infrastructure at Camp Minden in Minden, Louisiana from the current three (3) year consulting services contract with APTIM Environmental and Infrastructure, L.L.C. ending in March 30, 2022, by extending an additional two (2) years making the new end date March 30, 2024.

The original contract was approved by the Office of State Procurement on April 5, 2019. The contract provides necessary support, maintenance, testing and compliance services with regulations associated with Camp Minden utility systems infrastructure (both waste water and water treatment & distribution systems).

This extension is in the best interest of LMD because it retains the current rates, terms and conditions, and continues necessary services from the same vendor.

If you have any questions, please call the undersigned at (318) 641-5396.

Sincerely,

AS Ret Owen Monconduit

Enclosure

Owen W. Monconduit
Brigadier General (Ret)
Louisiana Military Department
Deputy Director, Contracting and Purchasing

Cf:
LTC Harry Wilson, CMC
CPT Marquita Cash, CMD
SGM (Ret) James Philyaw, LMD

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)**

Date: 3/19/2021 Dept/Budget Unit/Program #: 1121
 Dept/Agency/Program Name: Louisiana Military Department Purchase Order/Contract #: 2000403942
 Agency/Program BA-22 #: 22-001 Agency/Program Contract #: LA19-A-016

Fiscal Year for this BA-22: 2021-22 BA-22 Start/End Dates: 04/01/2022 06/30/2022
 (yyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:
04/01/2019 03/31/2024
 (Start Date) (End Date)

APTIM Environmental and Infrastructure, L.L.C. 310049578
 (Contractor/Vendor Name) (Contractor/Vendor No.)

Maintenance Management, Preventative Maintenance Service and Emergency Repair Service to the Utility System Infrastructure
 (Provide a statement of "Services Provided")

Contract Amendment (Yes/No): Yes Amendment Start/End Dates: 04/01/2022 03/31/2024
 (Start Date) (End Date)

Contract Cancellation (Yes/No): No Date of Cancellation:

Exercising RFP 2 year extension option at current pricing levels.
 (Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level				
MEANS OF FINANCING		AMOUNT		
	Current Year	%	Total Contract	%
State General Fund	\$46,555.41	%	\$372,443.28	50%
Interagency Transfers	\$0.00	%	\$0.00	0%
Fees and Self Gen.	\$0.00	%	\$0.00	0%
Statutory Dedication	\$0.00	%	\$0.00	0%
Federal	\$93,110.82	%	\$372,443.28	50%
TOTALS	\$139,666.23	%	\$744,886.56	100%

CDFA 12.401 National Guard Military Operations & Maintenance (O&M) Project

*Specify Source (i.e., grant name, fund name, IAT sending 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/Program Level				
Name of GL /Category:	Maint-Buildings / Services			
GL/Category Number:	5330001 / 530			
Amount Budgeted:	\$16,096,320.00			
Amount Previously Obligated:	\$0.00			
Amount this BA-22:	\$139,666.23			
Balance:	\$15,956,653.77			

Contingent upon approval of FY22 Budget.

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

Agy/Prg Contact: BG Ret Owen Monconduit
 Name: BG (Ret) Owen W. Monconduit
 Title: Deputy Director, Contracting & Purchasing
 Phone: 318-641-5359

Reviewed/Approved By: James R. Philp
 Name: James R. Philp
 Title: Budget Officer
 Phone: 225-319-4711

FOR AGENCY USE ONLY

COST CENTER	FUND	GL	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
1121024300	1120000000	5330001	DMALC1000061	N/A	N/A	\$46,555.41
1121025500	1120000600	5330001	DMALC1000061	U1121001.2022	U112100102.112	\$93,110.82

Contract Change Order Request

Change Order #	5	Current Scheduled Completion Date:	3/31/2022	New Scheduled Completion Date:	3/31/2024	Number of Additional Days	730	DATE PREPARED:	
LaGov PO #	2000403942		Contract Type:		REQUEST FOR PROPOSAL				
LMD Contract ID #	LA19-A-016		Project Title:		RFP-Maintenance, Management, Preventative Maintenance Service and Emergency Repair Service				
Contractor LaGov #:	310049578		Project Location:		Camp Minden, Minden, Louisiana				
			Project Manager:		CPT Marquita Cash				
Contractor:	APTIM Environmental and Infrastructure, L.L.C.		Project Manager Phone #:		318-382-4204				
			Project Manager Email:		marquita.a.cash.mil@mail.mil				
Associated A & E or Public Works Contract(s) Info:	Associated LMD Contract ID#		Associated LaGov PO #		LaGov Short ID#Project #		<i>n/a</i> OSPA JLCB approval is required for this action.		
		n/a		n/a					

Change Order Detail		Amount
LMD Text Box:	Original Contract Amount:	\$ 1,117,329.84
AMENDMENT # 1	Previous Change Order Amounts:	
	Subtotal Amount before C.O.:	\$ 1,117,329.84
	Current Change Order Amount	\$ 744,886.56
	Total Contract Amount with C.O.:	\$ 1,862,216.40

Items Covered by This Change Order	
1	YR#4 - State, 1 April 2022 through 30 June 2022, \$46,555.41
2	YR#4 - Federal, 1 April 2022 through 30 September 2022, \$93,110.82
3	
4	
5	

New Funding Breakout								
Federal AMSCO	AMSCO Amount	GRANT	WBS	COST/FUND CENTER (ORG)	GENERAL LEDGER (OBJ)	INTERNAL ORDER (SUB OBJ)	FUND (REPT CAT)	AMOUNT
Federal	\$ 93,110.82	U1121001.2222	U112100102.112	1121025500	5330001	DMALC1000081 V	G100000000	\$ 93,110.82
State				1121024300	5330001	DMALC1000081	1120000000	\$ 46,555.41
Grant Ref # 1		Grant Ref # 2		Total Funding:				\$ 139,666.23

Explanation/Justification for Change Order:

Additional twenty-four (24) months to extend the existing RFP contract. Funding Breakout: State 50% & Federal 50%.
 Contract YR#4 - 1 April 2022 through 31 March 2023
 Contract YR#5 - 1 April 2023 through 31 March 2024
 State YR#4 is 1APR2022 through 30JUN2022 (FY22, 3 months) & 1JUL2022 through 31MAR2023 (FY23, 9months)
 State YR#5 is 1APR2023 through 30JUN2023 (FY23, 3 months) & 1JUL2023 through 31MAR2024 (FY24, 9months)
 Federal YR#4 is 1APR2022 through 30SEP2022 (FY22, 6 months) & 1OCT2022 through 31MAR2023 (FY23, 6 months)
 Federal YR#5 is 1APR2023 through 30SEP2023 (FY23, 6 months) & 1OCT2023 through 31MAR2024 (FY24, 6 months)

Project Manager, Signature <small>WILSON.HARRY.WILMER.1116559842 Digitally signed by WILSON.HARRY.WILMER.1116559842 Date: 2021.03.17 09:45:53 -0500</small>	Date	3/17/2021	State Program Manager, Signature	Date
CFMO/Federal Program Manager, Signature <small>BELFORD.STEVEN.SCOTT.1240095897 Digitally signed by BELFORD.STEVEN.SCOTT.1240095897 Date: 2021.03.17 09:48:29 -0500</small>	Date	3/17/2021	USPFO Approval, Signature	Date
Contracting Officer, P & C, Signature	Date		Deputy Director, Military Department Approval, Signature	Date 17 Mar 21
Deputy Director, P & C, Signature <i>Ret. Queen Moncondut</i>	Date	17 March 2021	Director, Military Department Approval, Signature	Date 17 Mar 2021



**STATE OF LOUISIANA
MILITARY DEPARTMENT
Camp Minden
100 Louisiana Boulevard
Minden, Louisiana 71055-7908**

NGLA-CPM

09 March 2021

MEMORANDUM FOR Director, Louisiana Military Department, Gillis W. Long Center, Carville, Louisiana

SUBJECT: Justification for Extension of APTIM Environmental and Infrastructure, L.L.C. – Maintenance Management, Prevention Maintenance Services, and Emergency Repairs Services of the Utility Service Infrastructure, RFP#: 112PSCLA19-A-016

1. Historically, cost for this contract increases 3-5% each time the contract bids. Previous contract amount was \$1,062,035.28 (in 2018) and current contract amount is \$1,117,329.84, an increase of \$55,294.56 or 4.9%. By using an extension, which is an option within LA-19-A-016, this would also lock in current price and would save LMD/Camp Minden time/expense of re-bidding Request for Proposal (RFP).
2. Camp Minden is in the middle of a major renovation of the sewer system. Having personnel familiar with project benefits LMD/Camp Minden with knowledge of sewer improvements with current contractor. Additionally, APTIM employees have institutional knowledge with water/sewer system gained over the past 10+ years.
3. Response time to both daily operations/emergency situations have never been an issue with current contractor. Lead Manager is normally immediately on Camp Minden, Monday-Friday, with two (2) employees living with ten (10) mile radius.
4. Point of Contact in this matter is LTC Harry W. Wilson JR. at 318-299-4183 (office), 318-623-3519 (cell) or harry.w.wilson2.mil@mail.mil

**WILSON.HARRY.WILME
R.1116559842**

**HARRY W. WILSON JR.
LTC, AR
Installation Commander**

Digitally signed by
WILSON.HARRY.WILMER.1116559842
Date: 2021.03.09 13:21:06 -06'00'

Contract # LA19-A-016

Amendment # 1

**AMENDMENT # 1 TO LA19-A-016 BETWEEN
LOUISIANA MILITARY DEPARTMENT**

AND

**APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC
4171 ESSEN LANE
BATON ROUGE, LOUISIANA 70809**

Amendment Provisions: This Amendment is made and entered into between the Louisiana Military Department, represented by Brigadier General (Ret) Owen W. Monconduit, hereafter referred to as **LMD**, and **APTIM Environmental and Infrastructure, LLC**, represented by Mr. Tyson Hackenberg, herein referred to as **Contractor**.

In consideration of the mutual promises contained herein, the parties hereby agree to the following Amendment and, intended to be mutually bound, the parties hereby agree as indicated below:

INCREASE the total amount of the Contract to read **\$1,862,216.40** due to the following: (1) Additional twenty-four (24) months to extend the contract to **March 31, 2024**. (2) Additional funding in the amount of **\$744,886.56**.

Contract completion date is **March 31, 2024**.

Total Cost of this Amendment is **\$744,886.56**

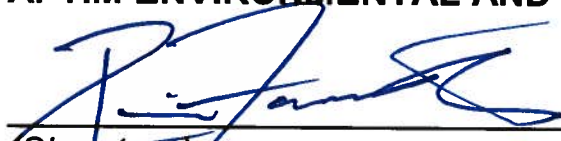
Amendment becomes effective upon approval by the Joint Legislative Committee on the Budget followed by written approval from the Office of State Procurement.

Justification for Amendment: 1) LMD is exercising the contract provision to extend the contract an additional twenty-four (24) months. 2) The twenty-four (24) month extension is at the same rate, terms and conditions of the original contract.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. All other terms and conditions contained in the basic Agreement remain the same and remain unchanged.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date indicated below:

APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC


(Signature)

3/12/2021
(Date)

By: _____
Name: Rick Faircloth
Title: Vice President

LOUISIANA MILITARY DEPARTMENT

BX Res Owen Monconduit
(Signature)

March 17, 2021
(Date)

Agency's Name Owen W. Monconduit
Brigadier General (Ret), Louisiana Military Department
Agency's Title: Deputy Director, Contracting & Purchasing



Office of State Procurement Contract Certification of Approval

This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000403942

Vendor: APTIM ENVIRONMENTAL & INFRASTRUCTURE INC

Description: LMA and APTIM

Approved By: TONI GORDON

Approval Date: 04/05/2019 15:50:44

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

LOUISIANA NATIONAL GUARD
OFFICE OF THE ADJUTANT GENERAL
6400 St. Claude Avenue
Jackson Barracks
New Orleans, LA 70117

GLENN H. CURTIS
MAJOR GENERAL
THE ADJUTANT GENERAL

April 1, 2019

SUBJECT: Notice to Proceed, to Contract, **Maintenance Management & Preventive Maintenance Services, and Emergency Repair Services of the Utility Systems Infrastructure at Camp Minden, Minden, LA (LA19-A-016), PO# 2000403942**

APTIM Environmental and Infrastructure, L.L.C.
Mr. Tyson Hackenberg, Vice President
4171 Essen Lane
Baton Rouge, Louisiana 70809


Dear Mr. Hackenberg,

You are hereby notified to commence work on the above subject contract.

Work shall be in accordance with the terms of Contract # (LA19-A-016) enclosed.

Enclosed are the contract documents for the subject project for your information. Two (2) originals are for your use and the third (3rd) original is to be recorded in the Office of the Recorder of Mortgages in Webster Parish. The information from the Recorder of Mortgages will be inserted below, Recorder document, and recorded contract is to be returned to this office within **10 days** from the date of this letter. The mailing address is **Louisiana Military Department, ATTN: COL (Ret) Michael P. Deville, 718 E Street, Camp Beauregard, Pineville, LA 71360 - 0613**. This will also serve as the invoice mailing address unless provided in person to the project manager.

Sincerely,


Michael P. Deville
Colonel (Ret)
Louisiana Military Department
Contracting Officer

Enclosures

CF:
Mr. David Tolbert
LTC (Ret) J. Brad Kendall

RECEIVED: 4/12/19
DATE: 4/12/19

RECORDED (Date): 4/12/19
Fate
BOOK NO. & PAGE NO 577269
Marlo Jackson

Webster Parish Recording Page

Holli Vining
Clerk of Court
410 Main Street
P. O. Box 370
Minden, LA 71058
(318) 371-0366

Received From :
WADE FRANCIS

First MORTGAGOR

APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC

First MORTGAGEE

LOUISIANA STATE OF

Index Type : MORTGAGES

File Number : 577269

Type of Document : CONTRACT

Book : Page :

Recording Pages : 34

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Webster Parish, Louisiana.


Clerk of Court



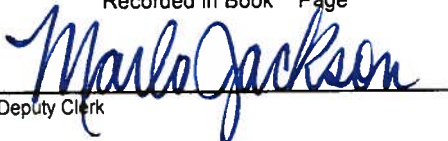
On (Recorded Date) : 04/12/2019

At (Recorded Time) : 11:11:48AM



Doc ID - 005808690034

CLERK OF COURT
HOLLI VINING
Parish of Webster
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 04/12/2019 at 11:11:48
File Number 577269
Recorded in Book Page


Deputy Clerk

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Louisiana Military Department

AND

CONTRACTOR NAME

APTIM Environmental and Infrastructure, L.L.C.

CONTRACT NUMBER (ISIS/LAGOV)

2000403942

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐
PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation)

APTIM Environmental and Infrastructure, L.L.C..

FEDERAL EMPLOYER TAX ID NUMBER

82-0889816

STATE LDR ACCOUNT

75-3044680-00

6287494

STREET ADDRESS

4171 Essen Lane

CITY Baton Rouge

ZIP CODE 70809

TELEPHONE NUMBER

(225) 932-2500

STATE Louisiana

TERM OF CONTRACT

This Contract shall begin on **April 1, 2019** and shall end on **March 31, 2022**. This contract term is a total of three (3) years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. 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 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.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ **1,117,329.84**, based on an average monthly cost as specified in the Cost Proposal of **\$31,036.94**. Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of Facilities Manager, Camp Minden.

The State shall make every reasonable effort to make payments within 30 calendar days of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES

Goal: The Contractor will provide management services to the State and state personnel and other administrative staff to provide support, maintenance, testing, and compliance with all regulations associated with all utility systems associated with this RFP.

Objectives: The intent and purpose of this contract is to receive qualified, reliable, systematic, and efficient services for Maintenance Management, Preventative Maintenance Services, and Emergency Repairs of the Utility Systems Infrastructure at Camp Minden.

DESCRIPTION OF SERVICES

The Contractor will provide from the described Scope of Work, tasks and services, functional requirements, and other project requirements composed from the RFP and Contractors Proposal.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Deliverables are identified in Part II, paragraph 2.3 of the RFP.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the Facilities Manager, Camp Minden that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the Facilities Manager, Camp Minden shall review the Deliverable within ten (10) business days. Within this period, the Facilities Manager, Camp Minden shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the ten (10) business days, the Facilities Manager, Camp Minden notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the Facilities Manager, Camp Minden when the Contractor resubmits a Deliverable for acceptance. The Facilities Manager, Camp Minden shall review the resubmitted Deliverable within five (5) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Facilities Manager, Camp Minden notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after Facilities Manager, Camp Minden and State Contracting authorities approves the invoice for payment.

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

Facilities Manager, Camp Minden and State Contracting Authorities.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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 participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager 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.

- A. LMD shall provide unfurnished lighted, room temperature controlled office space to include internet and telephone access, access to restrooms, breakroom, and vehicle(s) parking area adequate for employee(s) to work from during the term of this contract.
- B. LMD shall provide two (2) state vehicles for Contractor's use on Camp Minden. Operators must have a valid State driver's license, be approved by Camp Minden Safety to operate the vehicle. Contractor is required to provide insurance for employees operating state vehicles. LMD shall provide fuel for the vehicles. The vehicles will be dedicated for Contractor's use, and the vehicles should remain on Camp Minden unless approved by the Installation Commander for use off of Camp Minden proper. Proposer shall ensure compliance with insurance requirements.
- C. LMD shall provide all hand tools, equipment, and supplies (military property) as reasonable for minor repair work for Contractor's use in performing the contract.
- D. For LMD provided items (office space, vehicle(s), and military property), the Contractor will be required to sign a military hand receipt form to establish accountability, responsibility, for official use purposes, and tracking of items. At termination of service, the items will be inventoried for accountability taking into consideration normal wear and tear and service life.
- E. Attachment V: Drawing: Natural Gas Distribution System of the RFP.
- F. Attachment VI: Drawing: Waste Water Distribution System of the RFP.
- G. Attachment VII: Drawing: Water Distribution System of the RFP.

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

State 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 a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

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

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; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the 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 be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

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

CONTRACTOR'S COOPERATION

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 shall not withhold State owned documents.

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by

any means provided in the appropriations act 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.

NON-DISCRIMINATION

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

Contractor agrees not to discriminate in its employment practices, and shall 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.

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.

CONTINUING OBLIGATION

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 disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, 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.

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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable,

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

STAFF INSURANCE

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

The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

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.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services 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.

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.

HEADINGS

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

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the

provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

LOUISIANA MILITARY DEPARTMENT

SIGNATURE:

By:

Title:

**APTIM ENVIRONMENTAL AND
INFRASTRUCTURE, INC.**

CONTRACTOR SIGNATURE:

By:

Title:

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) as follows at a minimum:

A. Provide Maintenance Management, Preventative Maintenance Services and Emergency Repairs for Camp Minden military and commercial and industrial tenants relative to utility systems infrastructure which may include but are not limited to:

- 1) Water treatment (including water wells) and water distribution system.
- 2) Sanitary sewerage and industrial wastewater treatment systems and wastewater collection system.
- 3) Telephone system, a traditional landline telephone system to include: landline, distribution, switching etc. for reliable communications. Be able to trouble shoot the external telephone lines that are utilized by the State and the Tenants that reside on Camp Minden. Camp Minden is planning to transfer the telephone system to a local utility company. The timeline to transfer the telephone system is contingent upon funding. The Contractor is only responsible for the portions of the telephone lines/service, which is not yet turned over to the local utility company.
- 4) Camp Minden has transferred the natural gas system to the local utility company. The Contractor is only responsible for the portions of the natural gas lines/service which have not been decommissioned. The Contractor will be required to decommission any remaining gas lines. The present Contractor is decommissioning the gas line when time allows. There is no timeline for this to be completed.
- 5) It shall be the consultants responsibility to provide services with respect to compliance with Camp Minden's parish ordinances, federal, state and local environmental laws, regulations, compliances including, but not limited to: EPA (Environmental Protection Agency), LDEQ (Louisiana Department of Environmental Quality), LDH (Louisiana Department of Health and Hospitals), Safe Drinking Water ACT, United States Clean Air Act, United States Clean Water Act, and OSHA (Occupational Safety and Health Agency).
- 6) The Contractor shall provide personnel who are qualified and capable of operating, managing and conducting utility maintenance management, preventative maintenance services and emergency repairs to the water treatment and water distribution system, sewerage treatment plant and wastewater collection system, installation's back-up generators, and telephone system and its distribution infrastructure for the Louisiana Military Department at Camp Minden, supporting both military training, State employees and residents, and current commercial/ industrial tenant operations.

B. Provide properly qualified employee(s) or professionals to assist the Installation Commander by providing (at a minimum at least annually) written recommendations for capital improvement projects for utility systems infrastructure upgrades, modernization and code compliance. The Contractor shall be responsible for ensuring that all employees have the proper licenses or certifications to perform work on the utility systems as outlined in Section 1.8.

C. Scope of Work Elements

A description of the utilities at Camp Minden are as follows:

1. Six (6) elevated water towers (4 active and 2 abandoned).
2. Three (3) active water wells with approximately 63 miles of underground water lines.
3. One (1) Sequence Batch Reactor (SBR) wastewater treatment plant constructed in 2015 with the present capacity of 250,000 gal/day serviced by 21 miles of underground sewerage lines. Future plans include expanding the SBR to treat 500,000 gal/day.
4. The Contractor is only responsible for the portions of the natural gas lines/service, which have not been decommissioned.
5. The external telephone system has approximately 60 miles of telephone lines. The contractor shall troubleshoot as often as necessary or as required and maintain the State owned telephone system and distribution lines to keep it in reasonable operating condition. Camp Minden is planning to transfer the telephone system to the local utility company. The Contractor is only responsible for the portions of the telephone lines/service, which is not yet turned over to the local utility company. As Camp Minden transfers ownership of the telephone system, then all responsibilities for the telephone system will be removed from the scope. The timeline to transfer the telephone system is contingent upon funding.
6. Sixteen (16) generators that require monthly inspections and testing.
7. Services include all of the above utilities in their entirety, to include any additional utilities resulting through construction/installation. Also, the monthly tests submitted to LDH and LDEQ of the outfall and the drinking water will determine if the procedures and guidelines are being followed by the Contractor.
8. It shall be the contractor's responsibility to provide services with respect to compliance with Minden's parish ordinances, federal, state and local environmental laws, regulations including EPA (Environmental Protection Agency), LDEQ (Louisiana Department of Environmental Quality), LDH (Louisiana Department of Health and Hospitals), Safe Drinking Water ACT, United States Clean Air Act, United States Clean Water Act, and OSHA (Occupational Safety and Health Agency).

D. Functional Requirements

Contractor shall identify the on-site employee who will function as the lead representative of the Contractor.

INTRODUCTION

Provide Maintenance Management, Preventative Maintenance Services, and Emergency Repairs of the Utility Systems Infrastructure, Louisiana Military Department, Camp Minden Installation, Minden, Louisiana.

DESCRIPTION OF SERVICES/TASKS

The purpose of this Contract is for the Contractor to provide:

Maintenance Management, Preventative Maintenance Services, and Emergency Repairs for Camp Minden military and commercial/ industrial tenants relative to utility systems infrastructure, which may include but are not limited to:

- a. Water treatment (including water wells) and water distribution system.
- b. Sanitary sewerage/ industrial wastewater treatment systems and wastewater collection system.
- c. Telephone system, a traditional landline telephone system to include: landline, distribution, switching etc. for reliable communications. Be able to trouble shoot the external telephone lines that are utilized by the State and the Tenants that reside on Camp Minden.
- d. Camp Minden has transferred the natural gas system to the local utility company. The Contractor is only responsible for the portions of the natural gas lines/service, which have not been decommissioned. The Contractor will be required to decommission any remaining gas lines.
- e. The Contractor shall maintain and repair the installations 16 back-up generators to keep it in good operating condition. This shall include testing, oil sampling, and any actions necessary to sustain the power required to operate the supported facility
- f. It shall be the consultants responsibility to provide services with respect to compliance with Camp Minden's parish ordinances, federal, state and local environmental laws, regulations, compliances including, but not limited to: EPA (Environmental Protection Agency), LDEQ (Louisiana Department of Environmental Quality), LDH (Louisiana Department of Health and Hospitals), Safe Drinking Water ACT, United States Clean Air Act, United States Clean Water Act, and OSHA (Occupational Safety and Health Agency), PHMSA (Pipeline and Hazardous Materials Safety Administration).

SCHEDULE REQUIREMENTS

Contractor shall schedule Maintenance Management, Preventive Maintenance Services, and Emergency Repair Services as applicable to successfully perform this contract.

PERFORMANCE MEASURES AND MONITORING PLAN

Performance Measures

The primary performance measure will be in:

- A. Qualified personnel available to manage the infrastructure.
- B. Hours of operation of utilities (i.e. minimum downtime or non-operating times).
- C. Ability to respond to emergency repairs.
- D. Document any demonstrated cost savings / efficiencies.

The performance of the contract will be measured by the Facilities Manager, Camp Minden, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work.

The Statement of Work includes the Contractor providing, as a minimum, the Overview, Tasks and Services, Scope of Work Elements, Functional Requirements and Performance Requirements.

MONITORING PLAN

Facilities Manager, Camp Minden will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Facilities Manager, Camp Minden will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

The monitoring plan is the following:

The Monitor as a minimum will receive monthly reports and meet quarterly with the contractor to discuss the contractor's performance of this contract. The contractor shall provide a written report documenting any concerns or issues for each quarterly meeting. The written report, at a minimum, shall specifically address and track the Performance Standards. The original report will be submitted to the Monitor for approval and then filed for record keeping.

The Project Coordinator is LTC (Ret.) J. Brad Kendall, Installation Commander.

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Deliverables are identified in Part II, paragraph 2.3 of the RFP.

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor shall provide other resources as specified in Attachment Click here to enter the Attachment identification letter or number.

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name	Company Responsibilities	Classification Rate	Expected Duration
Wess Robert Machen	Maintenance Mechanic / Lead Water Operator	\$62.10	155.00 Hours
Christopher LaBrie	Maintenance Mechanic	\$53.89	161.60 Hours
Wayne Gerald Francis	Project Manager	\$80.23	158.33 Hours

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described:

The State shall appoint a Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator 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.

- A. LMD shall provide unfurnished lighted, room temperature controlled office space (to include internet and telephone access, access to restrooms, breakroom, and vehicle/s parking area) adequate for employee/s to work from during the term of this contract.
- B. LMD shall provide two state vehicles for Contractor's use on Camp Minden. Operators must have a valid State driver's license, be approved by Camp Minden Safety to operate the vehicles. Contractor is required to provide insurance for employees operating state vehicles. The State shall provide fuel for the vehicles. The vehicles will be dedicated for Contractor's use, and the vehicle should remain on Camp Minden unless approved by the Installation Commander for use off of Camp Minden proper.
- C. LMD shall provide all hand tools, equipment, and supplies (military property) as reasonable for minor repair work for Contractor's use in performing the contract.
- D. LMD provided items (office space, vehicle(s), and military property); the Contractor will be required to sign a military hand receipt form to establish accountability, responsibility, for official use purposes, and tracking of items. At termination of service, the items will be inventoried for

accountability taking into consideration normal wear and tear and service life. Contractor shall ensure compliance with insurance requirements.

E. Attachment V: Drawing: Natural Gas Distribution System of the RFP.

F. Attachment VI: Drawing: Waste Water Distribution System of the RFP.

G. Attachment VII: Drawing: Water Distribution System of the RFP.

EXHIBIT A – 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 Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project 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 not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or the State is subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Licensed and Non-Licensed 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 non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

**CERTIFICATE OF THE CORPORATE ASSISTANT SECRETARY
OF APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**

CORPORATE RESOLUTION

I, **Todd Kindler**, do hereby declare and certify that I am duly elected, qualified and acting Assistant Secretary of Aptim Environmental & Infrastructure, LLC, (the "Company"), a corporation duly organized and validly existing under the laws of the State of Louisiana, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Managing Member and its governing documents (and associated approved delegations thereof), **RICK FAIRCLOTH, Vice President**, has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary relating to the **State of Louisiana, Louisiana Military Department, Contract # LA 19-A-016**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Aptim Environmental & Infrastructure, LLC on this 22nd day of March, 2021.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By: _____

Todd Kindler
Assistant Secretary

Corporate Seal:



ACTION BY WRITTEN CONSENT
OF
THE MANAGING MEMBER
OF
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

Pursuant to the Louisiana Limited Liability Company Act, the undersigned, being the managing member (the “*Managing Member*”) of Aptim Environmental & Infrastructure, LLC, a Louisiana limited liability company (the “*Company*”), does hereby authorize, consent to, and approve the adoption of the following resolutions, as of the 14th day of January, 2020, and does adopt such resolutions with the same force and effect as if approved and adopted at a duly convened meeting of the Managing Member.

Removal of Officers of the Company

WHEREAS, Tyson Hackenberg serves as Vice President and Eric Barrilleaux serves as Assistant Secretary of the Company (collectively, the “*Outgoing Officers*”); and

WHEREAS, the Managing Member deems it advisable and in the best interests of the Company to remove the Outgoing Officers from the offices they currently hold and to which they were previously appointed and elected to hold.

NOW, THEREFORE, BE IT:

RESOLVED, that the Outgoing Officers be, and are hereby removed from the offices of the Company they currently hold and to which he was previously appointed and elected to hold.

Appointment of Officers of the Company

WHEREAS, the Managing Member deems it advisable and in the best interests of the Company to fill the vacant offices of the Company.

RESOLVED, that Rick Faircloth be, and hereby is, appointed and elected as Vice President of the Company, to serve in accordance with the Operating Agreement of the Company, if any, and at the discretion of the Managing Member.

General

RESOLVED, that, without in any way limiting the authority hereby granted, that any officer of the Company (an “**Authorized Person**”) be, and hereby is, authorized, empowered, and directed to take any and all actions and steps, to pay all such costs, expenses and charges, and to prepare, execute, deliver and file all such notices, reports, schedules, statements, consents, receipts, officers’ certificates and such other documents, instruments and agreements as may be necessary, advisable, convenient or proper in the name of the Company and on behalf of the Company as such Authorized Person, in his or her reasonable discretion, shall determine to be necessary, appropriate or advisable to carry out the foregoing resolutions and the intent thereof and the transactions contemplated therein, such determination to be conclusively evidenced by the taking of such actions and steps or the execution and delivery of such officers’ certificates, documents, and instruments;

FURTHER RESOLVED, that any person dealing with any Authorized Person of the Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Person and by his or her execution of any document, agreement or instrument, the same shall be a valid and binding obligation of the Company enforceable in accordance with its terms;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken in the name and on behalf of the Company by any Authorized Person, agent or counsel of the Company in connection with or related to the matters set forth in or contemplated by the foregoing resolutions, be and they hereby are, adopted, approved and ratified in all respects as the act and deed of the Company; and

FURTHER RESOLVED, that this Action by Written Consent may be executed in any number of counterparts, and in separate counterparts, and by facsimile, .pdf or other similar electronic transmission, each of which shall be an original document and all of which together shall constitute a single consent.

IN WITNESS WHEREOF, the undersigned, being the managing member of Aptim Environmental & Infrastructure, LLC has executed this Action by Written Consent as of the date first written above.

MANAGING MEMBER:

APTIM GOVERNMENT SOLUTIONS, LLC

By: _____

Name: Wade Bass

Title: Secretary

ACTION BY WRITTEN CONSENT
OF
THE MANAGING MEMBER
OF
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

Pursuant to the Louisiana Limited Liability Company Act, the undersigned, being the managing member (the “**Managing Member**”) of Aptim Environmental & Infrastructure, LLC, a Louisiana limited liability company (the “**Company**”), does hereby authorize, consent to, and approve the adoption of the following resolutions, as of the 29th day of November, 2019, and does adopt such resolutions with the same force and effect as if approved and adopted at a duly convened meeting of the Managing Member.

Removal of Officers of the Company

WHEREAS, Joshua DeCuir serves as Assistant Secretary, Stephen Martin serves as Vice President, and Jeffrey Pena serves as Vice President limited to licensure purposes as resident engineer in the State of Florida, of the Company (collectively, the “**Outgoing Officers**”); and

WHEREAS, the Managing Member deems it advisable and in the best interests of the Company to remove the Outgoing Officers from the offices they currently hold and to which they were previously appointed and elected to hold.

NOW, THEREFORE, BE IT:

RESOLVED, that the Outgoing Officers be, and are hereby removed from the offices of the Company they currently hold and to which he was previously appointed and elected to hold.

Appointment of Officers of the Company

WHEREAS, the Managing Member deems it advisable and in the best interests of the Company to fill the vacant offices of the Company.

RESOLVED, that Benjamin Butterfield, Eric Barrilleaux and Todd Kindler be, and hereby are, each appointed and elected as Assistant Secretary, of the Company, to serve in accordance with the Operating Agreement of the Company, if any, and at the discretion of the Managing Member.

General

RESOLVED, that, without in any way limiting the authority hereby granted, that any officer of the Company (an “**Authorized Person**”) be, and hereby is, authorized, empowered, and directed to take any and all actions and steps, to pay all such costs, expenses and charges, and to prepare, execute, deliver and file all such notices, reports, schedules, statements, consents, receipts, officers’ certificates and such other documents, instruments and agreements as may be necessary, advisable, convenient or proper in the name of the Company and on behalf of the Company as such Authorized Person, in his or her reasonable discretion, shall determine to be necessary, appropriate or advisable to carry out the foregoing resolutions and the intent thereof and the transactions contemplated therein, such determination to be conclusively evidenced by the taking of such actions and steps or the execution and delivery of such officers’ certificates, documents, and instruments;

FURTHER RESOLVED, that any person dealing with any Authorized Person of the Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Person and by his or her execution of any document, agreement or instrument, the same shall be a valid and binding obligation of the Company enforceable in accordance with its terms;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken in the name and on behalf of the Company by any Authorized Person, agent or counsel of the Company in connection with or related to the matters set forth in or contemplated by the foregoing resolutions, be and they hereby are, adopted, approved and ratified in all respects as the act and deed of the Company; and

FURTHER RESOLVED, that this Action by Written Consent may be executed in any number of counterparts, and in separate counterparts, and by facsimile, .pdf or other similar electronic transmission, each of which shall be an original document and all of which together shall constitute a single consent.

IN WITNESS WHEREOF, the undersigned, being the managing member of Aptim Environmental & Infrastructure, LLC has executed this Action by Written Consent as of the date first written above.

MANAGING MEMBER:

APTIM GOVERNMENT SOLUTIONS, LLC

By: 
Name: Benjamin Butterfield
Title: Assistant Secretary



Louisiana Board of Pharmacy

3388 Brentwood Drive
Baton Rouge, Louisiana 70809-1700
Telephone 225.925.6496 ~ E-mail: info@pharmacy.la.gov



April 20, 2021

Joint Legislative Committee on the Budget
State Capitol
P.O. Box 44294, Capitol Station
Baton Rouge, LA 70804

Re: Louisiana Prescription Monitoring Program (PMP) Contract Extension Request

The Louisiana Prescription Monitoring Program (PMP) is an electronic database used to collect and monitor prescription data for all controlled substances, as well as drugs of concern, dispensed by pharmacies in Louisiana or shipped to a Louisiana resident from a pharmacy located in another state. The PMP provides a mechanism by which prescribers and pharmacists can view their patients' controlled substance prescription history for the purpose of providing medical or pharmaceutical care.

Act 676 of the 2006 Louisiana Legislature authorized the development, implementation, operation, and evaluation of an electronic system for the monitoring of controlled substances and other drugs of concern that are dispensed within the state or to state residents by pharmacies located in other states. The goal of the program is to improve the state's ability to identify and inhibit the diversion of controlled substances and drugs of concern in an efficient and cost-effective manner and in a manner that shall not impede the appropriate utilization of these drugs for legitimate medical purposes. The PMP was implemented in August 2008. Pharmacies were instructed how and when to transmit their dispensing transactions to the program vendor for assimilation into the PMP database. Prescribers, dispensers, and other persons authorized to access PMP information were instructed how to secure their access privileges. The web portal to the PMP database was opened to queries on January 1, 2009, and the program remains fully operational. The PMP is fully funded through a \$25 annual fee levied and collected from prescribers in possession of a state controlled substance license and pharmacies.

In 2017 the U.S. Department of Health and Human Services (HHS) declared the opioid epidemic a public health emergency. The Louisiana Legislature recognized the opioid problem in Louisiana back in 2006 and enacted the legislation which created the PMP. Addressing the opioid epidemic requires a multifaceted approach, there is no one solution. Prescribers and dispensers of controlled substances have come to rely on the PMP as one of the most vital tools used to address the opioid epidemic.

Since the program began operation we've implemented many enhancements and best practices such as interstate data sharing of PMP information, PMP information integration into electronic health record (EHR) and pharmacy management systems, patient clinical alerts to prescribers, prescriber reports, and the mandatory use compliance module. All these efforts were implemented to improve the PMP in order to save lives.

NOTICE: In compliance with Act 256 of the 2019 Louisiana Legislature, the Board gives public notice that any information submitted to the Board may become public record unless specifically exempted by the Public Records Law, R.S. 44:1 *et seq.*

NOTICE: In compliance with Act 655 of the 2018 Louisiana Legislature, the Board gives notice to its licensees and applicants of their opportunity to file a complaint about board actions or board procedures. You may submit such complaints to one or more of the following organizations: (1) Louisiana Board of Pharmacy; 3388 Brentwood Dr.; Baton Rouge, LA 70809; 225.925.6496; info@pharmacy.la.gov. (2) Committee on House & Governmental Affairs; La. House of Representatives; PO Box 44486; Baton Rouge, LA 70804; 225.342.2403; h&g@legis.la.gov. (3) Committee on Senate & Governmental Affairs; La. Senate; PO Box 94183; Baton Rouge, LA 70804; 225.342.9845; s&g@legis.la.gov.

Our current PMP vendor, Appriss, is the same vendor for 43 other PMPs, in states and territories. Recently the state of Maine made the decision to transition from the Appriss AWARDX PMP software to another vendor for their PMP solution. After several months of operating with both systems, Maine made the decision to retain the Appriss PMP solution ***“due to its superior performance, particularly related to issues of data validity, functionality, and reporting”***. (see attachment)

The Louisiana Board of Pharmacy has been very pleased with the current PMP solution as well as the level of support and services provided by Appriss. We hope to continue this relationship into the future, all in an effort to save Louisiana lives.

Sincerely,

Joe Fontenot
Assistant Executive Director

NOTICE: In compliance with Act 256 of the 2019 Louisiana Legislature, the Board gives public notice that any information submitted to the Board may become public record unless specifically exempted by the Public Records Law, R.S. 44:1 *et seq.*

NOTICE: In compliance with Act 655 of the 2018 Louisiana Legislature, the Board gives notice to its licensees and applicants of their opportunity to file a complaint about board actions or board procedures. You may submit such complaints to one or more of the following organizations: (1) Louisiana Board of Pharmacy; 3388 Brentwood Dr.; Baton Rouge, LA 70809; 225.925.6496; info@pharmacy.la.gov. (2) Committee on House & Governmental Affairs; La. House of Representatives; PO Box 44486; Baton Rouge, LA 70804; 225.342.2403; h&ga@legis.la.gov. (3) Committee on Senate & Governmental Affairs; La. Senate; PO Box 94183; Baton Rouge, LA 70804; 225.342.9845; s&g@legis.la.gov.

From: Maine Department of Health and Human Services <mehhs@subscriptions.maine.gov>
Sent: Thursday, February 11, 2021 10:56 AM
To: PMP Reporting <MedcoPMP@express-scripts.com>
Subject: [EXTERNAL] PMP News and Update

Dear PMP User,

Thank you for your patience and assistance during the PMP system transition. We are writing to provide you with an **important update regarding this transition.**

In August 2019, Maine DHHS made the determination to transition from the Appriss PMP system to a new PMP product offered by NIC/InforME: RxGov. This decision was based upon multiple factors, including the opportunity to access enhanced federal funding and the desire to enhance PMP reporting functionality. The new NIC/RxGov PMP was subsequently offered to Maine prescribers in the fall of 2020, while the Appriss AWARe PMP remained functional and available to prescribers.

After fully exploring this opportunity over the past several months and soliciting input from Maine clinicians, Maine DHHS has made the decision to retain the Appriss AWARe PMP due to its superior performance, particularly related to issues of data validity, functionality, and reporting. Examples of the desired functionality that remain available from the Appriss AWARe PMP include the following:

- Printing of patient histories, both individual patients and groups of patients
- Ability to automatically view the use of controlled drugs from prescribers in Maine and New Hampshire, our contiguous state
- Robust patient matching to allow clinicians see all records associated with a single patient
- Availability of NarxCare, a visual clinical decision support tool that allows prescribers to see overlapping prescriptions of controlled substances and assess patient risk

In making this decision, DHHS is acutely aware of the need to minimize the administrative burden to Maine prescribers. Because the Appriss PMP system has remained fully operational throughout the transition period, prescribers currently enrolled in the Appriss PMP system will not be required to make any changes in their enrollment or registration. Prescribers who are using the NIC/RxGov PMP system are encouraged to return to using the Appriss AWARe PMP as soon as possible.

All Maine healthcare providers, whether enrolled in the Appriss system or not, will receive emails with detailed Appriss PMP login instructions beginning in the next few days. Please note that these emails will come from Appriss Health.

As part of the reversion to the Appriss AWARe PMP system, Maine DHHS looks forward to upcoming opportunities to engage PMP users in stakeholder engagement sessions to gather feedback on potential additional needs for enhanced PMP functionality, share existing solutions offered by the Appriss, and offer information about planned enhancements for the Appriss system. More information on those opportunities will be forthcoming soon. Questions about this transition or other aspects of the Maine PMP program can be directed to the Office of Behavioral Health PMP Team at: email: PMP@maine.gov or Phone: (207) 287-2595 Option 2.

Thank you,

Rebecca A. Taylor, Deputy Director



STATE OF LOUISIANA

Office of State Procurement

Vendor Number/Name/Address:
0310053976
APPRISS INC
9901 LINN STATION RD STE 500
LOUISVILLE, KY 40223

PURCHASE ORDER

Number: 2000527222
Version: 1
Date Issued: 10/22/2020
Fiscal Year: 2021
Buyer: JOHNETTE JACKSON

Phone: 225-342-8066
Email: johnette.jackson@la.gov

All terms and conditions in the solicitation are
part of this order as if fully reproduced herein.

Deliver To:

BD - LA BOARD OF PHARMACY
BD - LA BOARD OF PHARMACY
3388 Brentwood Drive
Baton Rouge, LA 70809-1700

Invoice To Address:

Ship To Contact:

Terms of payment: Vendor Net 30

FOB Point: DESTINATION

Shopping Cart Number: _____

Bid Response Number: _____

Invitation to Bid: _____

Total Amount of PO: \$156,024.00

This contract is for the Louisiana Prescription Monitoring Program (PMP), an electronic program for the collection and storage of prescription transaction information relative to controlled substance, other drugs of concern, and medical marijuana products dispensed to Louisiana residents that is made available to authorized users for purposes recognized in the enabling legislation.

The term of this contract shall be for a period of twelve (12) months beginning January 1, 2021 and ending December 31, 2021.

Contract Documents Include:

Attachment A - Special Terms & Conditions - Pages 1-8

Attachment B - Specifications - Pages 1-13

Attachment C - Cost Sheet - Page 1

Attachment D - HIPAA Business Associate Addendum - Pages 1-3

Attachment E - Insurance Requirements for Contractors - Pages 1-4

In accordance with PST Log 19 10 004 & Solicitation 3000011372

Invoice Billing Address:

Louisiana Board of Pharmacy
3388 Brentwood Drive
Baton Rouge, Louisiana 70809-1700
Attention: Kelley Villeneuve
Office Manager
Email: kvilleneuve@pharmacy.la.gov

Purchase Order: 2000527222 Version: 1 Vendor: 310053976 APPRISS INC	Buyer: JOHNETTE JACKSON	Page 2 of 4
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LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 81112200 SERVICE DESCRIPTION: Prescription Monitoring Service PMP AWARe 1/1/21 - 12/31/21 Required: From 01/01/2021 To 12/31/2021	12	MON	8,437.00000	101 244 00
2	Product Category: 81112200 SERVICE DESCRIPTION: Prescription Monitoring Service Additional Deliverables 1/1/21 - 12/31/21 Required: From 01/01/2021 To 12/31/2021	12	MON	4,565 00000	54,780.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT, ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

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

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

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

AUTHORIZED SIGNATURE:

Agency Administrative Officer

A handwritten signature in cursive script, reading "Johnette Jackson", written over a horizontal line.

Attachment A – Special Terms & Conditions
RFx 3000011372 / PO 2000527222

This contract is for the Louisiana Prescription Monitoring Program (PMP), an electronic program for the collection and storage of prescription transaction information relative to controlled substances, other drugs of concern, and medical marijuana products dispensed to Louisiana residents that is made available to authorized users for purposes recognized in the enabling legislation.

The term of this contract shall be for a period of twelve (12) months beginning January 1, 2021 and ending December 31, 2021, with an option to renew for two (2) additional twelve (12) month periods not to exceed sixty (60) months.

Prior to the extension of the contract 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 contract amendment to the Office of State Procurement ("OSP") to extend the contract terms beyond the thirty-six (36) month term. Total contract time may not exceed sixty (60) months.

Definitions

- 1) **AHFS** – American Hospital Formulary Service
- 2) **ASAP** – American Society for Automation in Pharmacy
- 3) **Board** – Louisiana Board of Pharmacy
- 4) **CMS** – U.S. Center for Medicare & Medicaid Services
- 5) **DEA** – U.S. Drug Enforcement Administration
- 6) **DO** – Osteopathic Physician
- 7) **DPM** – Doctor of Podiatric Medicine
- 8) **EHR** – Electronic Health Record
- 9) **FDA** – Food and Drug Administration
- 10) **FBI** – Federal Bureau of Investigation
- 11) **HHS** - Health and Human Services
- 12) **HIPAA** – Health Insurance Portability and Accountability Act
- 13) **ITB** – Invitation to Bid
- 14) **Contractor** – The selected Bidder

- 15) **MD** – Medical Doctor
- 16) **MME** – Morphine Milligram Equivalent
- 17) **NDC**– National Drug Code
- 18) **NPI** – National Provider Identifier
- 19) **OIG** – Office of the Inspector General
- 20) **PMP** – Prescription Monitoring Program
- 21) **PMPI** – PMP InterConnect
- 22) **SSN** – Social Security Number

Prime Contractor Responsibilities

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

Software Maintenance

The State requires that software purchased in this contract be certified eligible for maintenance by the manufacturer, and maintenance be provided for the duration of the contract. The maintenance shall include support to be available from 8:00am through 5:00pm Central Time, Monday through Friday, inclusive of State Holidays, with a maximum of a 4 hour response time.

Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) as required by Attachment E to this contract. 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 State before work commences. The State reserves the right to require complete certified copies of all required policies at any time.

Mandatory Technical Requirements

Contractor is to be cautioned that all stated requirements are mandatory. This specification establishes the software, features, maintenance support and other technical requirements for the software listed in Attachment B - Specifications to this contract.

Software Requirements

The mandatory software requirements are described in Attachment B - Specifications.

Software Acceptability

Only the most recent version of the software listed in Attachment B – Specifications which shall be available for licensing or purchase on the date the bid was submitted shall be considered acceptable.

Product Support

Level of Maintenance

The contractor shall certify that the proposed software shall be eligible for manufacturer maintenance and shall be liable for all expenses required to obtain said eligibility.

Availability

The goal of the PMP is to provide a system that is continuously available to its users and provides information in a timely manner. Continuously available is defined as a minimum of 99% up time, 24 hours per day, seven days per week, every day of the year. Timely manner is defined as the production of a report, on average, within three seconds of the submission of a query to the program database. The contractor shall ensure any failures due to software or server or hosting issues shall not exceed 2%; failure to maintain this level of service shall constitute cause for termination of the contract.

1. In the event 99% up time is not maintained due to system failure for any consecutive two month period, the Board shall provide written notice to the contractor.
2. The contractor shall be required to take the necessary action(s) to increase the up time to at least 99% in the month subsequent to the written notification.
3. In the event the system does not achieve the required 99% up time in any 90-day period, excluding normally scheduled upgrades and maintenance, the contractor shall take one or more of the following actions unless the Board and the contractor agree the problem has been corrected and the system is in good working order: (1) provide a customer engineer for analysis and correction of the problem; or (2) provide back-up software, if available.
4. The contractor, at its option, may take any of the above actions prior to the third consecutive month.
5. Should the system fail to meet this performance standard within 90 days of the implementation date, the contractor shall pay (or the Board may withhold from future payments to the contractor) liquidated damages in an amount equal to ten percent of the annual cost of the contract.

6. Should the system fail to meet this performance standard within 120 days of the implementation date, the Board may terminate the contract for cause.

Training

Contractor should include all training to be conducted at no cost to the State. Any additional training considered necessary by the contractor to insure efficient operation by State personnel shall be itemized in Attachment C – Cost Sheet of this contract.

Delivery

Access to the fully operational system shall be available to the Louisiana Board of Pharmacy on or before February 28, 2018 and shall meet the requirements specified in Attachment B of this contract.

Special Conditions and Contract Clauses

Fiscal Funding

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by the State shall include the following Fiscal Funding Clause:

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

The contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

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 software 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.

Applicable Law

All contracts 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); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this contract. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

Contract Controversies

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

Security

Contractor's personnel will comply with all security regulations 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.

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 the contract, or which becomes available to the Contractor in carrying out the 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.

Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State of Louisiana, Commissioner of Administration. 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.

No other documents other than the ITB, contractor's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.

No company letterhead or logo shall be allowed on a contract document.

Late Payments

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

Right to Audit

The Louisiana State Legislative Auditor, federal auditors and internal auditors of the Division of Administration ("DOA") or others so designated by the DOA shall have the option to audit all accounts 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.

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the 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 the Contract.

Waiver

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

Taxes

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Contract.

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.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contract Modifications

No amendment or modification of the terms of the 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.

Severability

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

Record Retention

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

Attachment B - Specifications

1. Introduction

The Prescription Monitoring Program (PMP) of the Louisiana Board of Pharmacy ("Board") has issued this contract for the collection, management and communication of electronic data relative to prescription transaction information for prescriptions for controlled substances, other drugs of concern, and medical marijuana products. The contractor will collect the data from the reporting entities, house the data in a secure site, and establish a secure web portal to facilitate automated communication for authorized users.

Act 676 of the 2006 Louisiana Legislature authorized the Board to develop, implement and operate an electronic system for the monitoring of controlled substances and other drugs of concern which are dispensed to state residents. The goal of the program is to improve the state's ability to identify and inhibit the diversion of controlled substances and drugs of concern in an efficient and cost-effective manner that shall not impede the appropriate utilization of these drugs for legitimate medical purposes. The Board promulgated the necessary rules for the program in July 2007 [LAC 46:LIII. Chapter 29 – Prescription Monitoring Program]. Both the enabling statute and the rules have been amended over time to further streamline and improve the program operations.

The program began collecting data from dispensers in July 2008 and began responding to queries from authorized users in January 2009. On December 31, 2017, after nine years of operation, the following parameters were noted:

- Approximately 1,700 pharmacies now report dispensing activity on a daily basis.
- The program has received approximately 117 million prescriptions and now averages approximately 1.1 million prescription transactions per month.
- Of the approximately 20,000 prescribers and 8,900 dispensers eligible to apply for authority to access the data, approximately 14,000 have done so. Those authorized users have performed about 14 million queries, now averaging 11,000 per day.
- Approximately eight state agencies, including the professional licensing agencies for the various prescribers and dispensers, as well as the federal DEA and state Medicaid office, have registered users in their offices, and those users generate approximately 200 queries per month.
- Approximately 100 federal, state, and local law enforcement agencies, prosecutorial officials, and specialty courts have registered users in their offices, and those users generate approximately 120 queries per month.

The operating funds for the program are provided by receipts of the annual program fee charged to all prescribers and dispensers of controlled substances.

2. Scope of Work

2.1 Data Collection

- 2.1.1** The contractor shall prepare and provide to the Board an electronic manual for dispensers containing instructions necessary to comply with the reporting requirements, including technical assistance.
- 2.1.2** The contractor shall have the capacity to receive electronic prescription information transmitted directly from the dispensers, seven days a week, and twenty-four hours per day.
- 2.1.3** The contractor shall collect the electronic data in the format established by the ASAP Telecommunications Format for Controlled Substances in Version 4.2, or its successor, receiving such data transmissions using an sFTP account, SSL website, or other agreed upon format.
- 2.1.4** The following data elements shall be collected for all controlled substance prescription transactions, other drugs of concern, and medical marijuana products identified by the Board:
 - 2.1.4.1** Prescriber's information, including but not limited to DEA registration number, with suffix if applicable, as assigned by the DEA, or in the alternative, the NPI number, as assigned by the U.S. Centers for Medicare & Medicaid Services (CMS).
 - 2.1.4.2** Patient's information, including name, address, date of birth, gender, identification number, and species.
 - 2.1.4.3** Prescription information, including prescription number, date of issuance, date of dispensing, number of refills authorized on the original prescription, refill number if applicable, and method of payment.
 - 2.1.4.4** Drug information, including National Drug Code (NDC) number or a state assigned product code for medical marijuana products, quantity dispensed, and days' supply.
 - 2.1.4.5** Dispenser information, including DEA registration number, or in the alternative, the NPI number or Board Permit number for Marijuana Pharmacies.
- 2.1.5** The contractor shall have the capability to accept a report of no (or zero; "zero report") prescriptions issued on a particular day and provide a report of those submissions to the program staff.

- 2.1.6 Dispensers under common ownership shall be permitted to submit their data in a single joint transmission, provided each dispenser is clearly identified for each prescription dispensed.
- 2.1.7 The contractor shall perform data checks to ensure the submitted data is compliant with the quality standards established and agreed upon by the Board and contractor relative to accuracy and completion.
- 2.1.8 When a dispenser's data file does not meet the quality standards for accuracy and completion, the contractor shall notify the dispenser, specifying the data deficiency, and ensure the dispenser corrects and resubmits the data. The contractor shall notify the Board when a dispenser fails to submit or resubmit data in a timely manner.
- 2.1.9 Submitted, non-erroneous, data shall be cleansed, validated, and loaded into the searchable database within 12 hours of being submitted by the dispenser.
- 2.1.10 The contractor shall provide a mechanism which allows a dispenser to view and correct upload data which contained errors upon submission.
- 2.1.11 The contractor shall provide a mechanism which allows a dispenser to correct or modify prescription data previously entered into the PMP.
- 2.1.12 The contractor shall provide a mechanism which allows a dispenser to remove or delete a prescription previously entered into the PMP.
- 2.1.13 The contractor shall provide a mechanism which allows a dispenser to view the prescription data contained in the PMP for their pharmacy permit. The dispenser shall have the option to download the report in PDF or a CSV file.
- 2.1.14 The contractor shall have a toll-free telephone number and email address by which dispensers may contact the contractor to resolve problems and receive information concerning data transmission.
- 2.1.15 The contractor shall provide a method for program staff to:
 - 2.1.15.1 Sort and view a dispenser's list of uncorrected errors from data submissions by timeframe and to view the details of those errors.
 - 2.1.15.2 Sort and view the upload history of a dispenser by timeframe in order to monitor compliance with the reporting requirements.

- 2.1.16 The contractor shall provide a comprehensive report to program staff, upon request, of all uncorrected errors from data submissions for a specified timeframe which includes the identity of the dispenser (DEA number and name), prescription number, date filled, and error type.
- 2.1.17 The contractor shall be responsible for the conversion of any historical program data from previous contractor(s).

2.2 Data Management

- 2.2.1 The contractor shall collect and load data into the database, which will reside with the contractor on the contractor's servers within their own secure environment. The database and all of the data in the database shall belong to the Board.
- 2.2.2 When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are reported. The system shall be able to convert the DEA registration numbers to prescriber and dispenser name and address.
- 2.2.3 When a dispenser reports NPI numbers, in the alternative to DEA numbers, the system shall be able to convert the NPI numbers to prescriber and dispenser name and address.
- 2.2.4 When a Marijuana dispenser reports their Board permit number, in the alternative to a DEA number or NPI number, the system shall be able to convert the Board permit number to the dispenser name and address.
- 2.2.5 The system shall be able to convert National Drug Code (NDC) numbers to drug name, strength, dosage form, and controlled substance schedule, both at the point of data import and also retrospectively upon receiving NDC number updates. The contractor shall maintain a current reference source of NDC numbers.
- 2.2.6 The system shall be able to convert the state assigned product code for medical marijuana products to drug name, strength, and dosage form at the point of data import. The contractor shall maintain a list of state assigned product codes for medical marijuana products provided by the Board.
- 2.2.7 The system shall:
- 2.2.7.1 Provide data access, data management and data cleansing capabilities seamlessly integrated with data mining for ease of data analysis.

2.2.7.2 Provide geocoding of patients, prescribers, and dispenser locations to enable geographic analysis of the relationships to identify potential criminal activity or abuse.

2.2.7.3 Allow for querying of relational or multi-dimensional data.

2.2.8 The contractor shall describe the tools that will be provided to electronically assist in the identification of illegal and unprofessional activities.

2.3 Secure Web Services

2.3.1 The contractor shall provide a secure web site for access to the information in the database. Contractor shall include a description of same (including sample screen shot) in this contract.

2.3.2 The system shall comply with the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (See Attachment D) in addition to common Internet industry standards for privacy and security.

2.3.3 Only registered users approved by the Board shall be allowed to request program information.

2.3.4 The user roles of the system shall include but are not limited to the following:

Healthcare Professionals

- Physician (MD, DO)
- Physician Assistant
- Podiatrist (DPM)
- Psychologist
- Dentist
- Nurse Practitioner
- Optometrist
- Pharmacist
- Prescriber Delegate – Unlicensed
- Prescriber Delegate – Licensed
- Pharmacist's Delegate – Unlicensed
- Pharmacist's Delegate – Licensed
- Medical Intern/Resident

Law Enforcement

- DEA
- Drug Court
- FBI

- FDA
- Local Law Enforcement
- Attorney General
- HHS
- Medicaid Fraud Control Unit
- Multijurisdictional Task Force
- Probation
- OIG
- State Police
- VA Investigator
- State Prosecutor
- Homeland Security

Other

- Board of Medicine Investigator
- Board of Dentistry Investigator
- Board of Nursing Investigator
- Board of Pharmacy Investigator
- Licensing Board Investigator
- State Medicaid Program
- Peer Assistance Program / Recovering Health Professions
- Medical Examiner/Coroner
- Licensed Substance Abuse Addiction Counselor
- Administrator

- 2.3.5 The system shall provide an online user registration process by which prescribers and pharmacists are "auto-enrolled" for access. The auto-enrollment process will authenticate user registrations before providing access to the database. Authentication is based on the user's date of birth, last 4 digits of the user's social security number (SSN), and individual access code. The Board will provide these fields of information to the contractor to facilitate authentication.
- 2.3.6 The system shall provide an online user registration process by which all user roles, except prescribers and pharmacists, must undergo an "administrative approval" for access.
- 2.3.7 The system shall permit multiple users to be on the system and in the same application at the same time.
- 2.3.8 The system shall permit a registered user to request and receive information, including automatic reports, via the Internet, without intervention by Board staff. The registered user shall have the option to download the report in PDF or a CSV file.

2.3.9 The system shall provide:

2.3.9.1 Log-in and log-off capability.

2.3.9.2 Log-in capability through the use of the registered user's email address and a password.

2.3.9.3 Registered users with the ability to change their passwords, and further, to reset a password which was forgotten, all without assistance from the contractor or the Board staff.

2.3.10 The system shall provide a method by which law enforcement officers as well as other specified user groups have the ability to create queries in which the results cannot be viewed or retrieved until approved by program staff as a result of an administrative authorization.

2.3.11 The system shall provide an online process by which specific user groups, as determined by the board, can establish delegate accounts for their agents, and further, shall provide a mechanism for the user to monitor the system activity of his delegates. The registered user shall have the ability to enable and disable their delegate's access.

2.3.12 The system shall provide the Board with the capability of communicating information of interest to registered users of the web-based program through broadcast alerts and an information section on the home page.

2.3.13 The system shall be interoperable with PMPi to facilitate interstate data sharing of information with other state prescription monitoring programs. The system user roles shall be configured to match the user roles established in the most current version of PMPi.

2.3.14 The system shall be interoperable with PMPi to integrate PMP information into electronic health records, pharmacy management systems, and health information exchanges.

2.4 Queries and Reports

2.4.1 The system shall create three basic queries: an individual patient query, a prescriber query, and a dispenser query. Program staff shall have the ability to customize each user role so as to determine which type of query can be generated by that role and whether or not there shall be an administrative approval built in. The user shall have the option to download the report in PDF or a CSV file. The format of all reports shall be approved by the Board.

- 2.4.2 The system shall provide the MME daily dose calculation for opioid prescriptions on reports.**
- 2.4.3 Prescriber roles, which include Physicians, Physician Assistants, Podiatrist, Medical Psychologist, Optometrists, Nurse Practitioners, and Dentists, shall have the ability to create a "self-report" based on their DEA Registration number to view prescriptions filled where they were listed as the prescriber. The user shall have the option to download the report in a CSV file.**
- 2.4.4 Users shall be able to view their requests history and that of their delegate(s) as well as the details of the requests.**
- 2.4.5 Prescribers and pharmacists performing patient searches shall be able to perform multiple patient searches at once rather than one at a time. Users shall be able to enter multiple patient names manually and by an uploaded CSV file.**
- 2.4.6 The system shall be able to identify the number of registered user requests by user type (role), reports based on the registered user requests, and system logins.**
- 2.4.7 The system shall enable the Board to perform ad hoc queries to respond to requests from individual patients, professional licensing boards, local, state, or federal law enforcement agencies, and for statistical, research, or educational purposes.**
- 2.4.8 The system shall produce automatic threshold reports on patients. The criteria consists of number of prescribers used and the number of dispensers used by the patient in a designated period of time. A report function for this activity is required and must allow for parameters to be modified.**
- 2.4.9 The system shall generate alerts in the form of educational letters to prescribers and dispensers of patients who have been identified as exceeding specific threshold levels. Program staff shall have the ability to review a patient's auto-populated prescription history report and choose whether an alert should be sent to specific prescribers and dispensers of that patient. The alert must have the ability to be sent to the prescriber or dispenser within the system.**

2.4.10 Mandatory Use Compliance - The system shall produce reports to monitor compliance with mandatory use provisions on prescribers and dispensers as follows:

2.4.10.1 Mandatory Use Patient Request Match to Prescriber History
The system will query for each prescriber, determine which patients were prescribed the selected drug(s) for the configurable duration and/or supply and were not queried in the PMP (or through EHR interoperability) by the prescriber or the prescriber's delegate within the time period configured.

2.4.10.2. Mandatory Use Patient Request Match to Pharmacist History
The system will query for each pharmacist, determine which patients were dispensed the selected drug(s) for the configurable duration and/or supply and were not queried in the PMP (or through EHR interoperability) by the pharmacist or the pharmacist's delegate within the time period configured.

2.4.10.3. Mandatory Use Report
A role(s) can be configured to request a report on which patients were not requested in the PMP (or EHR interoperability) where a prescription was written by a specific prescriber or filled by a specific pharmacist by Provider DEA Number or other unique identifier (possibly NPI or License Number) and Fill Date range or Written Date range.

2.4.10.4. Mandatory Use Summary Report
A role or user can be configured to receive via email or Secure File Transfer Protocol (SFTP) an automated report which reports all healthcare providers or a configured subset of healthcare providers by role and their count of missed patients on a monthly basis.

2.4.10.5 Mandatory Use Report
A healthcare role(s) can be configured to request a report showing which patients the provider missed.

2.4.11 Prescriber Report Cards – The system shall create an individualized prescriber report on how they compare to their peers in the same specialty on measures of prescribing controlled substances, in particularly opioid and anxiolytic prescriptions, and electronically deliver to prescribers automatically on a quarterly basis, providing information regarding current prescribing volumes, behaviors, and PDMP use, as well as the ability to track changes in these metrics over time.

2.4.12 Advanced PMP Analytics – The system shall include a robust and ever-expanding suite of interactive pre-built dashboards, with drill-down capabilities, designed to provide administrative users easy access to answers for a multitude of questions.

Dashboards and analysis to be included in the product are:

- Dispensation detail by prescriber specialty, prescriber license, county (parish), and drug schedule
- PMP registration and activity detail
- Daily and total MME Distribution
- Buprenorphine Activity
- Overprescribing thresholds and prescriber outliers
- Geo-analysis and mapping of patient, prescriber, and pharmacy
- Patient overutilization thresholds and outliers
- Pharmacy compliance of data submission and error analysis
- Proactively monitor prescription metrics, prescriber activity, and Morphine Milligram Equivalent (MME) levels to set state, county (parish), and zip code thresholds
- Monitor the percentage of opioid prescriptions statewide over 100 MME using quick filters to analyze active drug ingredients, short acting/long acting, prescriber name.
- Top ranking of prescribers and dispensers by number of prescriptions and by number of dosage units (qty) by timeframe specified by user. Including the ability to filter by AHFS drug class and state.
- Top ranking prescription volume by generic name, label name, and NDC, measured by number of prescriptions and dosage units (qty) by timeframe specified by user. Including the ability to filter by drug schedule and AHFS drug class.
- Year over Year (YoY) prescription counts by county (parish) by year and month. Including the ability to filter by drug schedule and

AHFS drug class.

- Detailed reporting capabilities of PMP Interconnect utilization by state and user roles.
- Detailed reporting capabilities of integration with electronic health records, pharmacy management systems, and health information exchanges.

2.4.13 Clinical Alerts Module – the system shall provide a Clinical Alerts module which allows custom configuration of automated alerts and/or notifications for registered Prescribers. When enabled, alerts should run on a schedule configured by the Admin in the background delivering custom alerts and notifications (if configured) without the need for manual input from the PMP State Administrator.

- a. Alert types shall include:
 - 1. Prescriber & Dispenser Thresholds
 - 2. Daily Active MME Threshold
 - 3. Opioid & Benzodiazepine Threshold
 - 4. Daily Active Methadone Threshold
 - 5. Opioid Consecutive Days Threshold
- b. Alert methods shall include:
 - 1. Patient alert to the prescriber within the system
 - 2. Email notification
 - 3. Letter notification

2.4.14 The system shall provide an audit trail based on user and time frame.

3. Requirements & Qualifications

3.1 Contract shall be specific regarding the measures for implementation and ongoing operation of the project, and should include:

- a. Evidence of ability to meet required timelines.
- b. Measures to assure security and privacy of data.
- c. A quality assurance plan detailing how the database will be maintained and archival procedures.
- d. A disaster recovery plan for data pertaining to this bid in the event the program is unavailable due to human error, equipment failure, or a natural disaster.

- e. Ability to provide continuing technical assistance for dispensers and the Board.
 - f. Training for system use for authorized Board personnel.
 - g. Sample reports
- 3.2 Contract shall outline objectives and describe how progress will be measured for each stage of implementation and operation. The following timeline shall be met:**
- a. The following items shall be submitted to the Board for acceptance within 15 days of contract execution:
 - 1. An administrative manual containing technical descriptions of system components and instructions for the system.
 - 2. The final protocol for collecting dispenser data, including a user manual containing validation rules, business rules, and instructions on how to respond to system-generated error messages and other exceptions.
 - b. The following items shall be submitted to the Board for acceptance within 30 days of contract execution:
 - 1. The developed database
 - 2. Final report formats
 - 3. Policies and procedures for submitting data requests and for receiving data in response to those requests.
 - 4. Protocols for the secure web-based interface.
 - c. The contractor shall attend periodic meetings, either in person or by teleconference as mutually agreed by both the contractor and the Board, to review the contractor's performance.
- 3.3 Contractor shall demonstrate at least two years' experience in the implementation and management of at least three large-scale prescription monitoring programs as described in the scope of work. Contractor shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems. The contractor shall include an organization chart and brief history of the organization, description of the experience that the organization and staff have with prescription monitoring programs and other projects that are**

ATTACHMENT C – Cost Sheet

A. Software/Maintenance/Support Cost, Hosting Cost, and Data Collection Cost

	<u>Bid Price</u>	<u>UOM</u>	<u>Qty.</u>	<u>Extended Price</u>
<u>Year 1</u>				
PMP AWARe*	\$8,100.00	Per month	12	\$97,200.00
Additional Deliverables**	\$4,400.00	Per month	12	\$52,800.00
One-time fee ***	\$6,250.00	Per month	12	\$75,000.00
<u>Year 2</u>				
PMP AWARe*	\$8,275.00	Per month	12	\$99,300.00
Additional Deliverables**	\$4,475.00	Per month	12	\$53,700.00
<u>Year 3</u>				
PMP AWARe*	\$8,437.00	Per month	12	\$101,244.00
Additional Deliverables**	\$4,565.00	Per month	12	\$54,780.00
<u>Year 4</u>				
PMP AWARe*	\$8,605.00	Per month	12	\$103,260.00
Additional Deliverables**	\$4,656.00	Per month	12	\$55,872.00
<u>Year 5</u>				
PMP AWARe*	\$8,775.00	Per month	12	\$105,300.00
Additional Deliverables**	\$4,750.00	Per month	12	\$57,000.00
Total				<u>\$855,456.00</u>

* Annual Software/Maintenance/Support/Hosting and Data Collection Cost for the core PMP AWARe SaaS license is reflected for Year's 1-5.

** Annual cost for additional deliverables to include Section 2.4.10 Mandatory Use Compliance, Section 2.4.11 Prescriber Report Cards, Section 2.4.12 Advanced PMP Analytics and 2.4.13 Clinical Alerts Module are separate deliverables and functions delivered independent of the core PMP AWARe SaaS license. As such, there is a separate cost line item for the combined deliverables.

*** Indicates a one-time implementation cost in Year 1 to implement Mandatory Use Compliance, Prescriber Report Cards, Advanced PMP Analytics and Clinical Alerts Module.

Attachment D

HIPAA Business Associate Addendum

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment III to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Board of Pharmacy, ("LBP"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.

2. *"Protected health information"* ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which LBP believes could be used to identify the individual.

"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.

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

3. Contractor is considered a Business Associate of LBP, as contractor either: (A) performs certain functions on behalf of or for LBP involving the use or disclosure of protected individually identifiable health information by LBP to contractor, or the creation or receipt of PHI by contractor on behalf of LBP; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for LBP involving the disclosure of PHI.

4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.

5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of LBP, whichever occurs first, contractor will return or destroy (at the option of LBP) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of

such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of LBP agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for LBP to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LBP within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to LBP upon request in accordance with 45 CFR 164.524.

11. Contractor shall make PHI available to LBP upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LBP available to the Secretary of the U. S. DHHS for purposes of determining Dahl's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations: In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on LBP's behalf, Contractor shall:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LBP;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to LBP any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold LBP harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, LBP shall have the right to terminate the contract immediately if LBP determines that contractor has violated any material term of this Addendum.

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

E. VERIFICATION OF COVERAGE

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Attachment A – Special Terms & Conditions
RFx 3000011372 / PO # TBD

This contract is for the Louisiana Prescription Monitoring Program (PMP), an electronic program for the collection and storage of prescription transaction information relative to controlled substances, other drugs of concern, and medical marijuana products dispensed to Louisiana residents that is made available to authorized users for purposes recognized in the enabling legislation.

The term of this contract shall be for a period of twelve (12) months beginning January 1, 2022 and ending December 31, 2022, with an option to renew for one (1) additional twelve (12) month periods not to exceed sixty (60) months.

Prior to the extension of the contract 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 contract amendment to the Office of State Procurement (“OSP”) to extend the contract terms beyond the thirty-six (36) month term. Total contract time may not exceed sixty (60) months.

Definitions

- 1) **AHFS** – American Hospital Formulary Service
- 2) **ASAP** – American Society for Automation in Pharmacy
- 3) **Board** – Louisiana Board of Pharmacy
- 4) **CMS** – U.S. Center for Medicare & Medicaid Services
- 5) **DEA** – U.S. Drug Enforcement Administration
- 6) **DO** – Osteopathic Physician
- 7) **DPM** – Doctor of Podiatric Medicine
- 8) **EHR** – Electronic Health Record
- 9) **FDA** – Food and Drug Administration
- 10) **FBI** – Federal Bureau of Investigation
- 11) **HHS** - Health and Human Services
- 12) **HIPAA** – Health Insurance Portability and Accountability Act
- 13) **ITB** – Invitation to Bid
- 14) **Contractor** – The selected Bidder

- 15) **MD** – Medical Doctor
- 16) **MME** – Morphine Milligram Equivalent
- 17) **NDC**– National Drug Code
- 18) **NPI** – National Provider Identifier
- 19) **OIG** – Office of the Inspector General
- 20) **PMP** – Prescription Monitoring Program
- 21) **PMPi** – PMP InterConnect
- 22) **SSN** – Social Security Number

Prime Contractor Responsibilities

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

Software Maintenance

The State requires that software purchased in this contract be certified eligible for maintenance by the manufacturer, and maintenance be provided for the duration of the contract. The maintenance shall include support to be available from 8:00am through 5:00pm Central Time, Monday through Friday, inclusive of State Holidays, with a maximum of a 4 hour response time.

Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) as required by Attachment E to this contract. 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 State before work commences. The State reserves the right to require complete certified copies of all required policies at any time.

Mandatory Technical Requirements

Contractor is to be cautioned that all stated requirements are mandatory. This specification establishes the software, features, maintenance support and other technical requirements for the software listed in Attachment B - Specifications to this contract.

Software Requirements

The mandatory software requirements are described in Attachment B - Specifications.

Software Acceptability

Only the most recent version of the software listed in Attachment B – Specifications which shall be available for licensing or purchase on the date the bid was submitted shall be considered acceptable.

Product Support

Level of Maintenance

The contractor shall certify that the proposed software shall be eligible for manufacturer maintenance and shall be liable for all expenses required to obtain said eligibility.

Availability

The goal of the PMP is to provide a system that is continuously available to its users and provides information in a timely manner. Continuously available is defined as a minimum of 99% up time, 24 hours per day, seven days per week, every day of the year. Timely manner is defined as the production of a report, on average, within three seconds of the submission of a query to the program database. The contractor shall ensure any failures due to software or server or hosting issues shall not exceed 2%; failure to maintain this level of service shall constitute cause for termination of the contract.

1. In the event 99% up time is not maintained due to system failure for any consecutive two month period, the Board shall provide written notice to the contractor.
2. The contractor shall be required to take the necessary action(s) to increase the up time to at least 99% in the month subsequent to the written notification.
3. In the event the system does not achieve the required 99% up time in any 90-day period, excluding normally scheduled upgrades and maintenance, the contractor shall take one or more of the following actions unless the Board and the contractor agree the problem has been corrected and the system is in good working order: (1) provide a customer engineer for analysis and correction of the problem; or (2) provide back-up software, if available.
4. The contractor, at its option, may take any of the above actions prior to the third consecutive month.
5. Should the system fail to meet this performance standard within 90 days of the implementation date, the contractor shall pay (or the Board may withhold from future payments to the contractor) liquidated damages in an amount equal to ten percent of the annual cost of the contract.

6. Should the system fail to meet this performance standard within 120 days of the implementation date, the Board may terminate the contract for cause.

Training

Contractor should include all training to be conducted at no cost to the State. Any additional training considered necessary by the contractor to insure efficient operation by State personnel shall be itemized in Attachment C – Cost Sheet of this contract.

Delivery

Access to the fully operational system shall be available to the Louisiana Board of Pharmacy on or before February 28, 2018 and shall meet the requirements specified in Attachment B of this contract.

Special Conditions and Contract Clauses

Fiscal Funding

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by the State shall include the following Fiscal Funding Clause:

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

The contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

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 software 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.

Applicable Law

All contracts 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); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this contract. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

Contract Controversies

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

Security

Contractor's personnel will comply with all security regulations 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.

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 the contract, or which becomes available to the Contractor in carrying out the 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.

Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State of Louisiana, Commissioner of Administration. 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.

No other documents other than the ITB, contractor's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.

No company letterhead or logo shall be allowed on a contract document.

Late Payments

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

Right to Audit

The Louisiana State Legislative Auditor, federal auditors and internal auditors of the Division of Administration ("DOA") or others so designated by the DOA shall have the option to audit all accounts 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.

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the 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 the Contract.

Waiver

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

Taxes

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Contract.

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.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contract Modifications

No amendment or modification of the terms of the 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.

Severability

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

Record Retention

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

Attachment B - Specifications

1. Introduction

The Prescription Monitoring Program (PMP) of the Louisiana Board of Pharmacy ("Board") has issued this contract for the collection, management and communication of electronic data relative to prescription transaction information for prescriptions for controlled substances, other drugs of concern, and medical marijuana products. The contractor will collect the data from the reporting entities, house the data in a secure site, and establish a secure web portal to facilitate automated communication for authorized users.

Act 676 of the 2006 Louisiana Legislature authorized the Board to develop, implement and operate an electronic system for the monitoring of controlled substances and other drugs of concern which are dispensed to state residents. The goal of the program is to improve the state's ability to identify and inhibit the diversion of controlled substances and drugs of concern in an efficient and cost-effective manner that shall not impede the appropriate utilization of these drugs for legitimate medical purposes. The Board promulgated the necessary rules for the program in July 2007 [LAC 46:LIII. Chapter 29 – Prescription Monitoring Program]. Both the enabling statute and the rules have been amended over time to further streamline and improve the program operations.

The program began collecting data from dispensers in July 2008 and began responding to queries from authorized users in January 2009. On December 31, 2017, after nine years of operation, the following parameters were noted:

- Approximately 1,700 pharmacies now report dispensing activity on a daily basis.
- The program has received approximately 117 million prescriptions and now averages approximately 1.1 million prescription transactions per month.
- Of the approximately 20,000 prescribers and 8,900 dispensers eligible to apply for authority to access the data, approximately 14,000 have done so. Those authorized users have performed about 14 million queries, now averaging 11,000 per day.
- Approximately eight state agencies, including the professional licensing agencies for the various prescribers and dispensers, as well as the federal DEA and state Medicaid office, have registered users in their offices, and those users generate approximately 200 queries per month.
- Approximately 100 federal, state, and local law enforcement agencies, prosecutorial officials, and specialty courts have registered users in their offices, and those users generate approximately 120 queries per month.

The operating funds for the program are provided by receipts of the annual program fee charged to all prescribers and dispensers of controlled substances.

2. Scope of Work

2.1 Data Collection

- 2.1.1 The contractor shall prepare and provide to the Board an electronic manual for dispensers containing instructions necessary to comply with the reporting requirements, including technical assistance.
- 2.1.2 The contractor shall have the capacity to receive electronic prescription information transmitted directly from the dispensers, seven days a week, and twenty-four hours per day.
- 2.1.3 The contractor shall collect the electronic data in the format established by the ASAP Telecommunications Format for Controlled Substances in Version 4.2, or its successor, receiving such data transmissions using an sFTP account, SSL website, or other agreed upon format.
- 2.1.4 The following data elements shall be collected for all controlled substance prescription transactions, other drugs of concern, and medical marijuana products identified by the Board:
 - 2.1.4.1 Prescriber's information, including but not limited to DEA registration number, with suffix if applicable, as assigned by the DEA, or in the alternative, the NPI number, as assigned by the U.S. Centers for Medicare & Medicaid Services (CMS).
 - 2.1.4.2 Patient's information, including name, address, date of birth, gender, identification number, and species.
 - 2.1.4.3 Prescription information, including prescription number, date of issuance, date of dispensing, number of refills authorized on the original prescription, refill number if applicable, and method of payment.
 - 2.1.4.4 Drug information, including National Drug Code (NDC) number or a state assigned product code for medical marijuana products, quantity dispensed, and days' supply.
 - 2.1.4.5 Dispenser information, including DEA registration number, or in the alternative, the NPI number or Board Permit number for Marijuana Pharmacies.
- 2.1.5 The contractor shall have the capability to accept a report of no (or zero; "zero report") prescriptions issued on a particular day and provide a report of those submissions to the program staff.

- 2.1.6 Dispensers under common ownership shall be permitted to submit their data in a single joint transmission, provided each dispenser is clearly identified for each prescription dispensed.
- 2.1.7 The contractor shall perform data checks to ensure the submitted data is compliant with the quality standards established and agreed upon by the Board and contractor relative to accuracy and completion.
- 2.1.8 When a dispenser's data file does not meet the quality standards for accuracy and completion, the contractor shall notify the dispenser, specifying the data deficiency, and ensure the dispenser corrects and resubmits the data. The contractor shall notify the Board when a dispenser fails to submit or resubmit data in a timely manner.
- 2.1.9 Submitted, non-erroneous, data shall be cleansed, validated, and loaded into the searchable database within 12 hours of being submitted by the dispenser.
- 2.1.10 The contractor shall provide a mechanism which allows a dispenser to view and correct upload data which contained errors upon submission.
- 2.1.11 The contractor shall provide a mechanism which allows a dispenser to correct or modify prescription data previously entered into the PMP.
- 2.1.12 The contractor shall provide a mechanism which allows a dispenser to remove or delete a prescription previously entered into the PMP.
- 2.1.13 The contractor shall provide a mechanism which allows a dispenser to view the prescription data contained in the PMP for their pharmacy permit. The dispenser shall have the option to download the report in PDF or a CSV file.
- 2.1.14 The contractor shall have a toll-free telephone number and email address by which dispensers may contact the contractor to resolve problems and receive information concerning data transmission.
- 2.1.15 The contractor shall provide a method for program staff to:
 - 2.1.15.1 Sort and view a dispenser's list of uncorrected errors from data submissions by timeframe and to view the details of those errors.
 - 2.1.15.2 Sort and view the upload history of a dispenser by timeframe in order to monitor compliance with the reporting requirements.

2.1.16 The contractor shall provide a comprehensive report to program staff, upon request, of all uncorrected errors from data submissions for a specified timeframe which includes the identity of the dispenser (DEA number and name), prescription number, date filled, and error type.

2.1.17 The contractor shall be responsible for the conversion of any historical program data from previous contractor(s).

2.2 Data Management

2.2.1 The contractor shall collect and load data into the database, which will reside with the contractor on the contractor's servers within their own secure environment. The database and all of the data in the database shall belong to the Board.

2.2.2 When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are reported. The system shall be able to convert the DEA registration numbers to prescriber and dispenser name and address.

2.2.3 When a dispenser reports NPI numbers, in the alternative to DEA numbers, the system shall be able to convert the NPI numbers to prescriber and dispenser name and address.

2.2.4 When a Marijuana dispenser reports their Board permit number, in the alternative to a DEA number or NPI number, the system shall be able to convert the Board permit number to the dispenser name and address.

2.2.5 The system shall be able to convert National Drug Code (NDC) numbers to drug name, strength, dosage form, and controlled substance schedule, both at the point of data import and also retrospectively upon receiving NDC number updates. The contractor shall maintain a current reference source of NDC numbers.

2.2.6 The system shall be able to convert the state assigned product code for medical marijuana products to drug name, strength, and dosage form at the point of data import. The contractor shall maintain a list of state assigned product codes for medical marijuana products provided by the Board.

2.2.7 The system shall:

2.2.7.1 Provide data access, data management and data cleansing capabilities seamlessly integrated with data mining for ease of data analysis.

2.2.7.2 Provide geocoding of patients, prescribers, and dispenser locations to enable geographic analysis of the relationships to identify potential criminal activity or abuse.

2.2.7.3 Allow for querying of relational or multi-dimensional data.

2.2.8 The contractor shall describe the tools that will be provided to electronically assist in the identification of illegal and unprofessional activities.

2.3 Secure Web Services

2.3.1 The contractor shall provide a secure web site for access to the information in the database. Contractor shall include a description of same (including sample screen shot) in this contract.

2.3.2 The system shall comply with the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (See Attachment D) in addition to common Internet industry standards for privacy and security.

2.3.3 Only registered users approved by the Board shall be allowed to request program information.

2.3.4 The user roles of the system shall include but are not limited to the following:

Healthcare Professionals

- Physician (MD, DO)
- Physician Assistant
- Podiatrist (DPM)
- Psychologist
- Dentist
- Nurse Practitioner
- Optometrist
- Pharmacist
- Prescriber Delegate – Unlicensed
- Prescriber Delegate – Licensed
- Pharmacist's Delegate – Unlicensed
- Pharmacist's Delegate – Licensed
- Medical Intern/Resident

Law Enforcement

- DEA
- Drug Court
- FBI

- FDA
- Local Law Enforcement
- Attorney General
- HHS
- Medicaid Fraud Control Unit
- Multijurisdictional Task Force
- Probation
- OIG
- State Police
- VA Investigator
- State Prosecutor
- Homeland Security

Other

- Board of Medicine Investigator
- Board of Dentistry Investigator
- Board of Nursing Investigator
- Board of Pharmacy Investigator
- Licensing Board Investigator
- State Medicaid Program
- Peer Assistance Program / Recovering Health Professions
- Medical Examiner/Coroner
- Licensed Substance Abuse Addiction Counselor
- Administrator

- 2.3.5 The system shall provide an online user registration process by which prescribers and pharmacists are “auto-enrolled” for access. The auto-enrollment process will authenticate user registrations before providing access to the database. Authentication is based on the user’s date of birth, last 4 digits of the user’s social security number (SSN), and individual access code. The Board will provide these fields of information to the contractor to facilitate authentication.
- 2.3.6 The system shall provide an online user registration process by which all user roles, except prescribers and pharmacists, must undergo an “administrative approval” for access.
- 2.3.7 The system shall permit multiple users to be on the system and in the same application at the same time.
- 2.3.8 The system shall permit a registered user to request and receive information, including automatic reports, via the Internet, without intervention by Board staff. The registered user shall have the option to download the report in PDF or a CSV file.

2.3.9 The system shall provide:

2.3.9.1 Log-in and log-off capability.

2.3.9.2 Log-in capability through the use of the registered user's email address and a password.

2.3.9.3 Registered users with the ability to change their passwords, and further, to reset a password which was forgotten, all without assistance from the contractor or the Board staff.

2.3.10 The system shall provide a method by which law enforcement officers as well as other specified user groups have the ability to create queries in which the results cannot be viewed or retrieved until approved by program staff as a result of an administrative authorization.

2.3.11 The system shall provide an online process by which specific user groups, as determined by the board, can establish delegate accounts for their agents, and further, shall provide a mechanism for the user to monitor the system activity of his delegates. The registered user shall have the ability to enable and disable their delegate's access.

2.3.12 The system shall provide the Board with the capability of communicating information of interest to registered users of the web-based program through broadcast alerts and an information section on the home page.

2.3.13 The system shall be interoperable with PMPi to facilitate interstate data sharing of information with other state prescription monitoring programs. The system user roles shall be configured to match the user roles established in the most current version of PMPi.

2.3.14 The system shall be interoperable with PMPi to integrate PMP information into electronic health records, pharmacy management systems, and health information exchanges.

2.4 Queries and Reports

2.4.1 The system shall create three basic queries: an individual patient query, a prescriber query, and a dispenser query. Program staff shall have the ability to customize each user role so as to determine which type of query can be generated by that role and whether or not there shall be an administrative approval built in. The user shall have the option to download the report in PDF or a CSV file. The format of all reports shall be approved by the Board.

- 2.4.2 The system shall provide the MME daily dose calculation for opioid prescriptions on reports.
- 2.4.3 Prescriber roles, which include Physicians, Physician Assistants, Podiatrist, Medical Psychologist, Optometrists, Nurse Practitioners, and Dentists, shall have the ability to create a “self-report” based on their DEA Registration number to view prescriptions filled where they were listed as the prescriber. The user shall have the option to download the report in a CSV file.
- 2.4.4 Users shall be able to view their requests history and that of their delegate(s) as well as the details of the requests.
- 2.4.5 Prescribers and pharmacists performing patient searches shall be able to perform multiple patient searches at once rather than one at a time. Users shall be able to enter multiple patient names manually and by an uploaded CSV file.
- 2.4.6 The system shall be able to identify the number of registered user requests by user type (role), reports based on the registered user requests, and system logins.
- 2.4.7 The system shall enable the Board to perform ad hoc queries to respond to requests from individual patients, professional licensing boards, local, state, or federal law enforcement agencies, and for statistical, research, or educational purposes.
- 2.4.8 The system shall produce automatic threshold reports on patients. The criteria consists of number of prescribers used and the number of dispensers used by the patient in a designated period of time. A report function for this activity is required and must allow for parameters to be modified.
- 2.4.9 The system shall generate alerts in the form of educational letters to prescribers and dispensers of patients who have been identified as exceeding specific threshold levels. Program staff shall have the ability to review a patient’s auto-populated prescription history report and choose whether an alert should be sent to specific prescribers and dispensers of that patient. The alert must have the ability to be sent to the prescriber or dispenser within the system.

2.4.10 Mandatory Use Compliance - The system shall produce reports to monitor compliance with mandatory use provisions on prescribers and dispensers as follows:

2.4.10.1 Mandatory Use Patient Request Match to Prescriber History
The system will query for each prescriber, determine which patients were prescribed the selected drug(s) for the configurable duration and/or supply and were not queried in the PMP (or through EHR interoperability) by the prescriber or the prescriber's delegate within the time period configured.

2.4.10.2 Mandatory Use Patient Request Match to Pharmacist History
The system will query for each pharmacist, determine which patients were dispensed the selected drug(s) for the configurable duration and/or supply and were not queried in the PMP (or through EHR interoperability) by the pharmacist or the pharmacist's delegate within the time period configured.

2.4.10.3 Mandatory Use Report
A role(s) can be configured to request a report on which patients were not requested in the PMP (or EHR interoperability) where a prescription was written by a specific prescriber or filled by a specific pharmacist by Provider DEA Number or other unique identifier (possibly NPI or License Number) and Fill Date range or Written Date range.

2.4.10.4 Mandatory Use Summary Report
A role or user can be configured to receive via email or Secure File Transfer Protocol (SFTP) an automated report which reports all healthcare providers or a configured subset of healthcare providers by role and their count of missed patients on a monthly basis.

2.4.10.5 Mandatory Use Report
A healthcare role(s) can be configured to request a report showing which patients the provider missed.

2.4.11 Prescriber Report Cards – The system shall create an individualized prescriber report on how they compare to their peers in the same specialty on measures of prescribing controlled substances, in particularly opioid and anxiolytic prescriptions, and electronically deliver to prescribers automatically on a quarterly basis, providing information regarding current prescribing volumes, behaviors, and PDMP use, as well as the ability to track changes in these metrics over time.

2.4.12 Advanced PMP Analytics – The system shall include a robust and ever-expanding suite of interactive pre-built dashboards, with drill-down capabilities, designed to provide administrative users easy access to answers for a multitude of questions.

Dashboards and analysis to be included in the product are:

- Dispensation detail by prescriber specialty, prescriber license, county (parish), and drug schedule
- PMP registration and activity detail
- Daily and total MME Distribution
- Buprenorphine Activity
- Overprescribing thresholds and prescriber outliers
- Geo-analysis and mapping of patient, prescriber, and pharmacy
- Patient overutilization thresholds and outliers
- Pharmacy compliance of data submission and error analysis
- Proactively monitor prescription metrics, prescriber activity, and Morphine Milligram Equivalent (MME) levels to set state, county (parish), and zip code thresholds
- Monitor the percentage of opioid prescriptions statewide over 100 MME using quick filters to analyze active drug ingredients, short acting/long acting, prescriber name.
- Top ranking of prescribers and dispensers by number of prescriptions and by number of dosage units (qty) by timeframe specified by user. Including the ability to filter by AHFS drug class and state.
- Top ranking prescription volume by generic name, label name, and NDC, measured by number of prescriptions and dosage units (qty) by timeframe specified by user. Including the ability to filter by drug schedule and AHFS drug class.
- Year over Year (YoY) prescription counts by county (parish) by year and month. Including the ability to filter by drug schedule and

AHFS drug class.

- Detailed reporting capabilities of PMP Interconnect utilization by state and user roles.
- Detailed reporting capabilities of integration with electronic health records, pharmacy management systems, and health information exchanges.

2.4.13 Clinical Alerts Module – the system shall provide a Clinical Alerts module which allows custom configuration of automated alerts and/or notifications for registered Prescribers. When enabled, alerts should run on a schedule configured by the Admin in the background delivering custom alerts and notifications (if configured) without the need for manual input from the PMP State Administrator.

- a. Alert types shall include:
 - 1. Prescriber & Dispenser Thresholds
 - 2. Daily Active MME Threshold
 - 3. Opioid & Benzodiazepine Threshold
 - 4. Daily Active Methadone Threshold
 - 5. Opioid Consecutive Days Threshold
- b. Alert methods shall include:
 - 1. Patient alert to the prescriber within the system
 - 2. Email notification
 - 3. Letter notification

2.4.14 The system shall provide an audit trail based on user and time frame.

3. Requirements & Qualifications

- 3.1 Contract shall be specific regarding the measures for implementation and ongoing operation of the project, and should include:
 - a. Evidence of ability to meet required timelines.
 - b. Measures to assure security and privacy of data.
 - c. A quality assurance plan detailing how the database will be maintained and archival procedures.
 - d. A disaster recovery plan for data pertaining to this bid in the event the program is unavailable due to human error, equipment failure, or a natural disaster.

- e. Ability to provide continuing technical assistance for dispensers and the Board.
 - f. Training for system use for authorized Board personnel.
 - g. Sample reports
- 3.2 Contract shall outline objectives and describe how progress will be measured for each stage of implementation and operation. The following timeline shall be met:
- a. The following items shall be submitted to the Board for acceptance within 15 days of contract execution:
 - 1. An administrative manual containing technical descriptions of system components and instructions for the system.
 - 2. The final protocol for collecting dispenser data, including a user manual containing validation rules, business rules, and instructions on how to respond to system-generated error messages and other exceptions.
 - b. The following items shall be submitted to the Board for acceptance within 30 days of contract execution:
 - 1. The developed database
 - 2. Final report formats
 - 3. Policies and procedures for submitting data requests and for receiving data in response to those requests.
 - 4. Protocols for the secure web-based interface.
 - c. The contractor shall attend periodic meetings, either in person or by teleconference as mutually agreed by both the contractor and the Board, to review the contractor's performance.
- 3.3 Contractor shall demonstrate at least two years' experience in the implementation and management of at least three large-scale prescription monitoring programs as described in the scope of work. Contractor shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems. The contractor shall include an organization chart and brief history of the organization, description of the experience that the organization and staff have with prescription monitoring programs and other projects that are

similar in size and scope, description of the software used and the staff's experience in its use.

- 3.4 Contractor shall provide curricula vitae, including qualifications and contact information, for key staff responsible for the project.
- 3.5 Contractor shall provide details of any pertinent judgment, criminal conviction, investigation, or litigation pending or in the future against it or any of its officers, directors, employees, agents, or subcontractors of which it has knowledge. If no such judgment, conviction, investigation or litigation exists, the contractor shall provide a statement, signed by its President or Chief Executive Officer, that none exists.
- 3.6 Contractor shall provide a minimum of three references for services related to those requested in this contract. Each reference should include the name of the organization, the mailing address, and the name, email address and telephone number of the contact person.

ATTACHMENT C – Cost Sheet

A. Software/Maintenance/Support Cost, Hosting Cost, and Data Collection Cost

	<u>Bid Price</u>	<u>UOM</u>	<u>Qty.</u>	<u>Extended Price</u>
<u>Year 1</u>				
PMP AWARxE*	\$8,100.00	Per month	12	\$97,200.00
Additional Deliverables**	\$4,400.00	Per month	12	\$52,800.00
One-time fee ***	\$6,250.00	Per month	12	\$75,000.00
<u>Year 2</u>				
PMP AWARxE*	\$8,275.00	Per month	12	\$99,300.00
Additional Deliverables**	\$4,475.00	Per month	12	\$53,700.00
<u>Year 3</u>				
PMP AWARxE*	\$8,437.00	Per month	12	\$101,244.00
Additional Deliverables**	\$4,565.00	Per month	12	\$54,780.00
<u>Year 4</u>				
PMP AWARxE*	\$8,605.00	Per month	12	\$103,260.00
Additional Deliverables**	\$4,656.00	Per month	12	\$55,872.00
<u>Year 5</u>				
PMP AWARxE*	\$8,775.00	Per month	12	\$105,300.00
Additional Deliverables**	\$4,750.00	Per month	12	\$57,000.00
Total				<u>\$855,456.00</u>

* Annual Software/Maintenance/Support/Hosting and Data Collection Cost for the core PMP AWARxE SaaS license is reflected for Year's 1-5.

** Annual cost for additional deliverables to include Section 2.4.10 Mandatory Use Compliance, Section 2.4.11 Prescriber Report Cards, Section 2.4.12 Advanced PMP Analytics and 2.4.13 Clinical Alerts Module are separate deliverables and functions delivered independent of the core PMP AWARxE SaaS license. As such, there is a separate cost line item for the combined deliverables.

*** Indicates a one-time implementation cost in Year 1 to implement Mandatory Use Compliance, Prescriber Report Cards, Advanced PMP Analytics and Clinical Alerts Module.

Attachment D

HIPAA Business Associate Addendum

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment III to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Board of Pharmacy, ("LBP"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.

2. *"Protected health information"* ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which LBP believes could be used to identify the individual.

"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.

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

3. Contractor is considered a Business Associate of LBP, as contractor either: (A) performs certain functions on behalf of or for LBP involving the use or disclosure of protected individually identifiable health information by LBP to contractor, or the creation or receipt of PHI by contractor on behalf of LBP; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for LBP involving the disclosure of PHI.

4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.

5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of LBP, whichever occurs first, contractor will return or destroy (at the option of LBP) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of

such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of LBP agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for LBP to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LBP within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to LBP upon request in accordance with 45 CFR 164.524.

11. Contractor shall make PHI available to LBP upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LBP available to the Secretary of the U. S. DHHS for purposes of determining Dahl's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations: In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on LBP's behalf, Contractor shall:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LBP;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to LBP any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold LBP harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, LBP shall have the right to terminate the contract immediately if LBP determines that contractor has violated any material term of this Addendum.

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

E. VERIFICATION OF COVERAGE

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

State of Louisiana

Office of the Governor

Louisiana Commission on Law Enforcement
and Administration of Criminal Justice

JOHN BEL EDWARDS
GOVERNOR

JIM CRAFT
EXECUTIVE DIRECTOR



April 21, 2021

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

Dear Ms. Rice:

In accordance with LA Revised Statute 39:1615, the Louisiana Commission on Law Enforcement (LCLE) is requesting to exercise the option to extend the contract with William L. Ross, Genoa Group LLC for an additional two (2) years.

This contract resulted from the original Request for Proposal for the Crime Victims Case Management Tracking System, File Number Y3000008707P, Solicitation Number 3000008707 beginning September 13, 2018. The Crime Victims Case Management Tracking System is a software application that provides for the following:

- Software system utilized to efficiently process crime victim claims (approximately 3,500 annually)
- Provides claimant the ability to track the claim from entry to payment
- Provides information to board members for review and approval of claims
- Tracks compensation payments
- Provide offsite accessibility required during Covid restricted work schedules.

Due to the nature of the services provided, the additional two (2) years of service is recommended to provide continuity of services cost effectively. The estimated requirements covering the period of the contract are reasonably firm and continuing such a contract will serve the best interests of the State.

Should you need any additional information regarding this request, please contact Kelli McKnight, Accountant Manager, at (225) 342-1701 or email kelli.mcknight@lcle.la.gov.

Your assistance in this matter is greatly appreciated.

Sincerely

Jim Craft
Executive Director

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

AMENDMENT NUMBER 5

**Crime Victims Case Management Tracking System Contract
File Number Y3000008707P, Solicitation Number 3000008707**

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 Commission on Law Enforcement (hereinafter sometimes referred to as "State" or "LCLE") and GENOA Group, LLC, located at P. O. Box 631159 Highlands Ranch, CO 80163 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Amendment Number 5 to the Crime Victims Case Management Tracking System contract, File Number Y3000008707P, Solicitation Number 3000008707 under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Section 30 – Term of Contract:

This Contract shall begin September 13, 2018 and will end September 12, 2022, unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State and acceptance by the Contractor, this Contract may be extended for one (1) additional twelve (12) month period at the same prices, terms and conditions. Total contract time may not exceed sixty (60) months.

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 Littleton, CO on this _____ day of _____, 2021, and, IN WITNESS WHEREOF, the parties have executed this Amendment Number 5.

WITNESSES' SIGNATURES:

GENOA GROUP, LLC SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT Baton Rouge, LA on this _____ day of _____, 2021, and, IN WITNESS WHEREOF, the parties have executed this Amendment Number 5.

WITNESSES' SIGNATURES:

LOUISIANA COMMISSION ON LAW ENFORCEMENT
SIGNATURE:

By: _____

Title: _____

Approved by:

Director of State Procurement

Date



STATE OF LOUISIANA
Office of State Procurement

Vendor Number/Name/Address:
0310127658
WILLIAM L ROSS
GENOA GROUP LLC
PO Box 631159
LITTLETON, CO 80163

PURCHASE ORDER

Number: 2000371320
Version: 1
Date Issued: 09/28/2018
Fiscal Year: 2019
Buyer: JEREMY MEISKE

Phone: 225-342-8022
Email: jeremy.meiske@la.gov

All terms and conditions in the solicitation are
part of this order as if fully reproduced herein.

Deliver To:
LCLE La Commission on Law Enforcement
602 North 5th St
Baton Rouge, LA 70802

Invoice To Address:
LA Commission on Law Enforcement
Attn: Verna Hamilton
PO Box 3133
Baton Rouge, LA 70821

Ship To Contact:
VERNA HAMILTON
225-342-1602
VERNA.HAMILTON@LA.GOV

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000154973
Bid Response Number: 4000015130
Invitation to Bid: 3000008707
Total Amount of PO: \$222,700.00

Contract to provide Crime Victims Case Management Tracking System to the Louisiana Commission on Law Enforcement.

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 81112200 SERVICE DESCRIPTION: Software Upgrade CrimeVictim Program Crime Victims Case Management Tracking System for Louisiana Commission on Law Enforcement in accordance with RFP File #Y3000008707P, Solicitation #3000008707. This PO is for Year 1 - installation, implementation, and 1 year Maintenance including all licenses. Initial contract term September 13, 2018 through September 12, 2019 Required: From 09/13/2018	1	JOB	222,700.00000	222,700.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

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

CONTRACT CANCELLATION

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

Purchase Order: 2000371320
Vendor: 310127658 WILLIAM L ROSS

Version: 1

Buyer: JEREMY MEISKE

Page 3 of 3

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION; OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN

NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE

Felicia M. Sonnier

Agency Administrative Officer

Crime Victims Case Management Tracking System 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 Commission on Law Enforcement (hereinafter sometimes referred to as "State" or "LCLE") and GENOA Group, LLC, (hereinafter sometimes referred to as "Contractor") with offices located at P.O. Box 631159, Highlands Ranch, CO 80163 do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the services in accordance with Attachment A Statement of Work of this contract, Request for Proposal Solicitation Number 3000008707, Addenda and Contractor's Proposal.

2.1. PERFORMANCE REQUIREMENTS

Response time at Contractor's Location – After completion of the required transaction, the time to validate and display a "completion" which is an acknowledgement of success, shall be eight (8) seconds or less for 90% of the time, and within twelve (12) seconds 100% of the time, except when the system is down or is unavailable for reasons beyond the Contractor's control, or during authorized maintenance windows. This excludes operator input time before issuing the transmit request and includes the time to establish the connection after issuing the transmit request.

Internet Response time – After loading the initial page and filling in the required information, the time to validate and display a "completion" which is an acknowledgement of success, shall be eight (8) seconds or less for 90% of the time, and within fifteen (15) seconds 100% of the time, except when the system is down or is unavailable for reasons beyond the Contractor's control, or during authorized maintenance windows. These response time measures shall be timed at 28k connection speed or better.

Number of Terminals – The system shall be able to accommodate the number of terminals needed by the State to implement the program at the State and local level (twelve (12) claim investigator offices.) The overall performance of the system shall meet the criteria identified in Section 2.2 Performance Measurement/Evaluation of this Contract, assuming the number of terminals have been installed and are in use.

Number of transactions and throughput – The system shall have the ability to support the anticipated number of transactions during peak period of use in Louisiana.

Number of Applicant/Claim records – The system shall be able to support the number of applicant/claim records submitted to the CVR database.

2.2. PERFORMANCE MEASUREMENT/EVALUATION

Contractor's performance shall be measured based on the requirements of this Contract, including but not limited to the following:

- Ability to maintain a database that shows the date and time of all user requests received by the system and the date and time of all responses by the system sent to the user.
- Ability to produce summary and statistical reports from the database.
- Monthly transaction success rates (completed transactions and transaction failures).
- Percentage of response times greater than eight (8) seconds during each month.
- Percentage of downtime occurring each month.
- Timeliness and accuracy of each payment of funds collected for the agency to the state.
- Accuracy of business rule implementation.
- Number of missing transactions
- Accuracy of displayed information to reporting data.
- Timeliness of reporting to LCLE.
- Accuracy of data set provided to LCLE.
- Timeliness in resolving contractor's issues (equipment and/or system malfunction).
- Availability of full populated and functional test system.
- Tracking/communicating outstanding issues and resolutions thereof.
- Accountability of changes made to system programs and or data.
- A timely implementation of problem resolution (within 24 hours of notification for critical issues)
- Availability of contractor staff when needed by LCLE.
- Timeliness of reporting (i.e. system failures, monthly data set, etc.)
- Ability to apply standard accounting principles in all reporting and accounting.
- Ability to utilize existing customer records and avoid creating duplicate records.
- Meeting contract timelines
- Timely implementation of documented change requests.
- Auditability of transaction.
- Security of system/adequately tracking of who has access to system, when access is granted and/or disallowed.
- Accuracy of reports.
- Documenting authority to change, and actual changes made to system programs or data,
- Timeliness of providing data to LCLE.
- Timeliness of loading data provided by LCLE.

LCLE will perform a series of benchmark system tests to continuously verify performance.

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, once approved, will result in the issuance of an amendment to this 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

LCLE shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment B** to this contract. The Contractor may invoice LCLE monthly at the billing address designated by LCLE. Payments will be made by LCLE within approximately thirty (30) days after receipt of a properly executed invoice, and approval by LCLE. 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 will deliver the item(s) or service(s) as described in Attachment A Statement of Work of this Contract.

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 the 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 AND BONDS

16.1. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with Section(s) 1.30 and Section 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.

16.2. PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of two hundred thousand dollars (\$200,000) 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 Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

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.

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 Louisiana Commission on Law Enforcement, Office of the Governor, 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 twelve (12) months, unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms, and conditions.

Prior to the extension of the contract beyond thirty-six (36) months, 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 term beyond the thirty-six (36) months. 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, 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 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.

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 Environmental Protection Agency (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 Environmental Protection Agency (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.

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 September 1, 2017, and the Contractor's Proposal dated September 18, 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 LONE TREE, CO on this 7th day of AUG, 2018 and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

David L. Hlavac
Anne L. Ross, ANNE L. ROSS

GENOA GROUP, LLC SIGNATURE:

By: William L. Ross
Title: PRESIDENT

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

WITNESSES' SIGNATURES:

Rosalee
John A. Gold

LOUISIANA COMMISSION ON

LAW ENFORCEMENT SIGNATURE:

By: [Signature]
Title: EXECUTIVE DIRECTOR

Approved by:

Jelicia M. Sommer, Assistant Director
for Director of State Procurement

Date: 9/13/18

ATTACHMENT A STATEMENT OF WORK

The Contractor is to provide and implement a commercial off the shelf (COTS) software application and IT support (inclusive of fixes & patches) and training necessary to implement a Crime Victims Case management tracking system.

The Case Management Tracking System must have the following system requirements:

Capabilities/Features:

1. CVR users – network ready and fully secure using domain interface credentials
2. Manage 100,000 claims + 5,000,000 dollars in payments + 3,000 plus victim service providers
3. Be able to create unlimited number of user form letters
4. Create custom letters upon request
5. Have automatic PDF creation of all outbound correspondence
6. Scanned signatures for letter personalization
7. Contain built-in reports and form letters
8. Easy, intuitive screens with data error checking to prevent mistakes
9. Written documentation
10. Ability to print federal grant reports

Ability to Track Claim Information such as, but not limited to:

1. Victim/Claimant name, address, etc.
2. Crime date, type, notes
3. Police agencies
4. State/federal/social service offices
5. Victim service providers and 1099 form data
6. Claim status—approve/deny/courts/appeal/defer/withdraw
7. Multiple places for claim notes
8. Able to find claims by claim number, name, crime board dates, multiple criteria, etc.
9. Duplicate checking to prevent multiple entry of the same claim/application
10. Claim event tickler to notify the user or someone else when follow up is required
11. Multiple claimants, secondary victims, etc.

Processes Board Review and Meetings

1. Batches claims for easy process
2. Produces summary, detail and agenda reports
3. Historical awards can be reviewed against current requests
4. Establish & maintain claim payment limits by category of benefit
5. Process appeal requests

Manages the Payment of Compensation

1. Approve/deny payments
2. Total payments per claim and flags over-maximum payment amounts
3. Pay emergency payments
4. Reverse or void payments

5. User to enter service provider information once – available in many places
6. Track reimbursement/restitution receipts
7. Budgeting – projects expenses using encumbrances
8. Integrates CCVC system with accounting system so that approved payments are sent to the system in batch and payments are automatically updated with check/warrant as they are paid.
9. Full ledger balances are maintained for balance reconciliation.
10. Prints laser checks from CVCC direct

Track Restitution

1. Record payments received/reconcile with claim awards, where appropriate

Built in Translator

1. Letters may be flipped from English to Spanish and French with a mouse click
2. Spanish speaking claimants are identified
3. Bi-lingual or dual versions of letters

Sends Letters and Tracks Correspondence History

1. Print by individual claim or by claim number group
2. Create and print custom letters
3. Edit letters with built-in text editor and spell check
4. Create infinite number of new form letters
5. Create favorite form letter list for each user
6. Send letters to claimant/agency via PDF that can be attached to an email direct

Prints Reports

1. Board meetings/approvals/denials/appeals
2. Automated federal grant reporting
3. User-selected date ranges
4. Electronic transfer of federal report data
5. Report data may be exported to Excel for additional analysis
6. Ability to create custom reports

High Security

1. Ability for only authorized users to login system- domain rights
2. SQL server based database
3. Internal workflow & functional security
4. SSL, VPN and 256 data encryptions for external transfers
5. Permissions are tightly controlled by system administrator

The Contractor shall present an implementation master integrated schedule depicting all activities from contract award to complete installation. The deliverables must be completed work with a useful work product with 100% satisfaction by the State before payment can be made. Payment is made upon submission of an invoice detailing the completed work.

Contractor to provide training for CVR staff and claim investigators. Direct training of staff on site is required rather than a train-the-trainer approach.

Contractor to be responsible for the provision of customer and IT technical support service, including personnel assigned, accessible toll-free number, staff email, and account inquiry. (7:00 am to 7:00 pm CT, Monday through Friday, except State holidays).

Deliverables

The Contractor shall provide the following deliverables:

General Deliverables

Quality Assurance Plan

Project Management Detailed Project Plan

Deliverable – Architecture

Hardware recommendations

Software recommendations

Security model recommendations

Database recommendations

Disaster recovery recommendations

Storage recovery recommendations

Historical and audit trail database recommendations

Service delivery model showing services available from functional area

Deliverable – Requirements

Requirements definition document

Logical system design

Fit/gap analysis between requirements and the solution

Business process models

Event-driven process map

Logical data model

Database naming standards

Interface documentation

System architecture

Presentation of system requirements

Deliverable – Design

Functional design specification document

Technical design specification documents

Physical database design

Database development standards

Data analysis

Test plans

Database migration plan design

Interface changes and design

Phase transition and cutover design

Backup, recovery and archive strategies and plan

Detailed security document

Deliverable – Development

Development environment, (including hardware & software)

Software development standards
Application modules
Common modules
Standard Reports
Security Module
Data Migration Program
Technical support

Deliverable – Testing
Test environment (including hardware & software)
Unit test scripts
System test scripts
Parallel test scripts
Unit testing signoff
Integration testing signoff
Security penetration testing
System testing signoff
Parallel testing signoff
Acceptance testing signoff
Technical support
System uptime
Service level expectation

Deliverable – Data Migration
Data mapping document
Data conversion
Data conversion testing
Data migration/conversion signoff

Deliverable – Implementation and Deployment
Production environment (including hardware & software)
Implementation plan
Implementation test scripts
Post-implementation support plan
Deployment Plan
Installation of software
Implementation signoff
Direct staff Training
Customer service

Deliverable – Documentation
Programming support manual
System administration guide
System documentation
Quick reference guide
Program module documentation
Programming standard

Number of Terminals – The system shall be able to accommodate the number of terminals needed by the State to implement the program at the State and local level (12 claim investigator offices.) The

overall performance of the system shall meet the guidelines listed below assuming the number of terminals have been installed and are in use.

Number of transactions and throughput – The system shall have the ability to support the anticipated number of transactions during peak period of use in Louisiana.

Number of Applicant/Claim records – The system shall be able to support the number of applicant/claim records submitted to the CVR database.

Location

The location(s) the work/delivery/service is to be performed, completed and managed is at the State of Louisiana, Offices of the Louisiana Commission on Law Enforcement, Galvez Building, 1st floor, 602 North 5th Street, Baton Rouge, LA 70802.

ATTACHMENT B
Pricing Schedule

Year 1 – Installation, Implementation and 1 (one) year Maintenance, including all licenses and training per detail.
\$222,700.00

CVCC Software System	\$99,500.00
Security Enhancements Module	\$12,900.00
Data Migration and Conversion	\$36,000.00
Workflow Enhancements	\$21,600.00
Performance Bond	\$9,000.00
Accounting System Integration	\$37,800.00
CheckWrite	\$5,900.00

	QTY	UNIT	TOTAL MONTHLY COST	TOTAL YEARLY COST
Renewal Year 2 of Maintenance**	12	MONTH	\$3,025.00	\$36,300.00
Renewal Year 3 of Maintenance**	12	MONTH	\$3,025.00	\$36,300.00
Renewal Year 4 of Maintenance**	12	MONTH	\$3,025.00	\$36,300.00
Renewal Year 5 of Maintenance**	12	MONTH	\$3,025.00	\$36,300.00
				\$145,200.00

** Includes SQL server license, & client license, and software maintenance

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 \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. 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, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

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

4. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$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. **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 Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. 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. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. **Workers Compensation and Employers Liability Coverage**

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. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given 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.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 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

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 a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

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

E. VERIFICATION OF COVERAGE

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 thereafter.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the 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

Louisiana Department of Health

MEMORANDUM

DATE: April 28, 2021

TO: Senator Bodi White
Chairman Joint Legislative Committee on the Budget

FROM: Ruth Johnson 
Undersecretary Louisiana Department of Health

SUBJECT: Louisiana Department of Health Cooperative Endeavor Agreements with Intermediate Care Facilities for Individuals with Developmental Disabilities

In accordance with La. RS. 39:366.11, the Commissioner of Administration has reviewed the proposed Cooperative Endeavor Agreements (CEAs) between the Louisiana Department of Health (LDH) and the following providers: Harmony, Inc.; Magnolia Community Services; Alexander Milne Developmental Services; Evergreen Life Services; Harmony, Inc.; Arc of Acadiana; and Crossroads Louisiana, Inc. I am respectfully submitting the seven proposed CEAs for review and consideration by the Joint Legislative Committee on the Budget.

Public Purpose of the CEAs

The purpose of the seven CEAs is to provide treatment, medical services, assistance with activities of daily living (ADLs), and related health services to individuals with intellectual / developmental disabilities. The CEAs will authorize the identified private entities to provide services at licensed and certified ICF/IID facilities.

Reason for the CEAs with a Non-Public Entity

LDH has utilized Cooperative Endeavor Agreement (CEA) arrangements for the operation of ICF/IID facilities with private providers/non-public entities since 2006. There are currently 30 ICF/IID facilities operated through a CEA arrangement. Many of these arrangements were a result of closure or privatization of former state-operated institutions/ICF/IIDs, and the Facility Need Review for the beds were transferred to private providers. The CEA arrangements have also been utilized to serve populations where there is an identified gap or need for services that cannot be provided through the traditional ICF/IID service system.

For the high risk CEA only, LDH re-published a Request for Information in April, 2021; only one provider responded to this RFI. The RFI and provider response are included in this correspondence, along with a summary document to describe the circumstances and need for this CEA.

Resources Obligated by the CEA and Duration

There are no payments or exchange of funds between LDH and the private providers as part of the CEA. The providers are enrolled in Louisiana Medicaid, and shall remit claims for reimbursement/payment through the LDH Medicaid program as a private ICF/IID.

For the High Risk CEA with Harmony, the rate approved by LDH Medicaid is contained in a State Plan Amendment that is pending approval of CMS, and is conditioned upon the consummation of this CEA. The rate for the facility housing the male residents is \$352.08. The rate for the facility housing the female residents is \$327.08. Since new ICF/IID beds require a facility needs review approval (FNR), LDH will allow these two facilities to use its excess of FNR approvals. These approvals, along with the CEA, will allow the facility to bill Medicaid and receive the rates mentioned above. The rate and CEA for this arrangement is for a period of four years only.

The other six CEAs with private providers do not include a different rate structure at this time; it should be noted that some of these Agreements did have a special rate that terminated after a period of four years. These Agreements are all for a duration of 10 years, with an automatic renewal unless terminated or modified otherwise.

Please allow this letter to serve as an indication of LDH's compliance with the informing requirements of La. R.S. 39:366.11. Please also find attached the draft CEA documents for these arrangements; LDH has worked with the Contracting Parties on these draft documents.

Should you have any questions, please feel free to contact Julie Foster Hagan at Julie.Hagan@la.gov.

Attachments:

Proposed CEAs

- Harmony, Inc. *for High Risk Individuals*
- Magnolia Community Services
- Alexander Milne Developmental Services
- Evergreen Life Services
- Harmony, Inc.
- Arc of Acadiana
- Crossroads of Louisiana, Inc.

Letter from Commissioner of Administration

Request for Information for a CEA to serve High Risk Individuals

Request for Information Response from Harmony, Inc.

High Risk ICF/IID CEA Fact Sheet

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 21, 2021

Julie Foster Hagan
LDH OCCDD Assistant Secretary
Louisiana Department of Health
Office for Citizens with Developmental Disabilities
Bienville Building
628 N. Fourth St.
P.O. Box 3117
Baton Rouge, Louisiana 70821-3117

Re: Cooperative Endeavor Agreements between ICF/IID Providers and the Louisiana Department of Health for health-related services for Individuals with Intellectual Disabilities

Assistant Secretary Hagan:

The Louisiana Department of Health's ("LDH") proposed CEAs' with qualified providers regarding health related services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) was recently submitted to my office for review. LDH has determined that these services can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. While you have expressed some reservations regarding the applicability of La. R.S. 39:366.11 to this CEA, you have determined that, in response to requests from the legislature, compliance with this provision is appropriate in this specific instance. This provision requires that a CEA that appears to result in a non-public party generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource be reported to the Joint Legislative Committee on the Budget (the "JLCB") after I have determined that the parties to the agreement are sufficiently far enough along in negotiations that the essential elements of the proposed agreement have been worked out by the parties and can be explained to JLCB.

I have made such a determination and therefore you are hereby authorized to submit the proposed CEAs' and accompanying documents not less than thirty (30) calendar days prior to the next regular meeting of the JLCB.


The following information should be provided with your submission:

- 1) The public purpose sought to be accomplished by the cooperative endeavor;
- 2) The reason a cooperative endeavor with the non-public person is the preferred means by which to accomplish the public purpose as opposed to competitively bid or competitively negotiated contract; and
- 3) The nature and amount of all state resources being obligated, the nature of the obligation, and the expected duration of the obligation.

Please note that this letter does not constitute approval of this project, as it does not appear that such approval by me is required.

Thank you for your assistance.

Sincerely,


Jay Dardenne
Commissioner of Administration

Cc: Ruth Johnson, Undersecretary

COOPERATIVE ENDEAVOR AGREEMENT

**STATE OF LOUISIANA
DEPARTMENT OF HEALTH**

and

OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

and

The Arc of Acadiana, Inc.

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this _____ day of _____ 2021 and between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as “OCDD,” “Agency” or “State”, acting through the undersigned official and the **The Arc of Acadiana, Inc.** hereinafter referred to collectively as “**The Arc of Acadiana, Inc.**” or the “Contracting Party”, acting through the undersigned officials for the goods and/or services detailed herein. Hereinafter, the **Louisiana Department of Health, OCDD** and the **The Arc of Acadiana, Inc.**, shall be collectively referred to as the “Parties”, or individually as “Party”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;”

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

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by the State’s previously experienced economic down turn with decreased revenues and severe budget shortfalls during Fiscal Year 2009/2010, and whereas the Division of Administration directed the Louisiana Department of Health (LDH) to streamline its projected budget deficit at the time. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD’s Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to former residents of state-operated Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.5 WHEREAS, this Agreement is intended that OCDD will authorize the The Arc of Acadiana, Inc., as the Contracting Party, to serve up to thirty-two (32) people with intellectual and developmental disabilities in the licensed Intermediate Care Facilities for the Developmentally Disabled listed below through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The facilities subject to this Agreement are:

- (a) Redwood Drive Community Home, License #1002
3714 Redwood Drive
New Iberia, Louisiana 70560
- (b) EB North Street Group Home, License #2203784325
1601 East B North Street
Rayne, Louisiana 70578

(c) Electa Street Group Home, License # 2203784316
1900 Electa Street
Rayne, Louisiana 70578

(d) Lisa Street Group Home, License # 2203784315
608 Lisa Street
Rayne, Louisiana 70578

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Party;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

ARTICLE II **SCOPE OF WORK**

2.1 Responsibilities of the Parties:

The Contracting Parties, in coordination with the Agency, shall operate and maintain the four (4) The Arc of Acadiana, Inc. homes listed in this Agreement, according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The thirty-two (32) ICF/IID beds in the four (4) The Arc of Acadiana, Inc. homes will primarily serve people who have severe to profound intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approval for the thirty-two (32) beds in the four (4) The Arc of Acadiana, Inc. homes will be assigned to the Contracting party for the term of the Agreement. The Medicaid FNR approval for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approval of the beds will automatically revert to the Department upon termination of the Agreement for any reason. The Contracting Party must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID. The Contracting Party will be responsible for: paying fees and securing any needed licenses from the LDH Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said “Conditions of Participation” may result in consideration for ending the Agreement;
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement;
- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements;
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party

shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA;

- Primarily serve individuals who are leaving the publicly operated ICF/IIDs. Contracting Party will primarily serve individuals who have severe to profound intellectual disabilities and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration. The complex support needs of the thirty-two (32) individuals may include, but not be limited to gastrostomy tubes, medication administration, oxygen therapy, dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs, walkers, and gait belts, and up to total assistance with activities of daily living;
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex support needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to thirty-two (32) people in the four (4) The Arc of Acadiana, Inc. homes and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA;
- Continue to meet the criteria established in Attachment D “Procedures for Admission, Discharge & Monitoring” for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for these facilities (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference;
- Properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs;
- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

2.3 Performance Measures:

Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party’s resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facilities’ quality of service delivery and adherence to each resident’s Individualized Service Plan; (2) the facilities’ response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s):

Disclosure and Certification Statement (Attachment C), is attached hereto and made a part of by reference, to this Agreement, which must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Parties signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contracting Party’s performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III
CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party’s progress and results to ensure Contracting Party’s compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party’s written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

- 1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- 2. Contact Contracting Party to secure any missing deliverables;
- 3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to ensure that performance goals are being achieved, and to verify information, as needed; and
- 4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party’s ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

- 4.1** There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facilities will be enrolled in Medicaid and shall remit claims for payment through LDH’s Medicaid account as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of these facilities or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.
- 4.2** Travel expenses, if any, shall not be reimbursed.
- 4.3** Disbursements or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.
- 4.4** Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply.
- 4.5** Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

ARTICLE V
TERMINATION FOR CAUSE

- 5.1** The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement, 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 which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents complex support needs in the period between notice of termination and the termination date of the CEA. LDH will ensure continuity of services upon such termination.
- 5.2** 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 Agreement; 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.

ARTICLE VI
TERMINATION FOR CONVENIENCE

- 6.1** The State may terminate the Agreement at any time by giving forty-five (45) days’ written notice to the Contracting Party. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.
- 6.2** The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

- 7.1** All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party’s expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party’s expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VIII
NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR’S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration’s auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI
TERM OF CONTRACT

11.1 This Agreement shall begin on **September 25, 2021** and will end on **September 24, 2026**, unless sooner terminated earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans’ Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contracting Party's Insurance:

The Contracting Party 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 Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of Insurance:

The Contracting Party 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 Contracting Party, its agents, representatives, employees or subcontractors.

- **Workers' Compensation:**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability:**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability:**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage :**
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage:**
Should be provided for health care professionals providing services to residents.

13.3 Deductibles and Self-Insured Retentions:

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers:

All required insurance shall be provided by a company or companies lawfully authorized to do business in

the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

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

13.6 Verification of Coverage:

Contracting Party shall furnish LDH 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 LDH before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the Agreement.

13.7 Workers' Compensation Indemnity:

In the event Contracting Party is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contracting Party, 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 Contracting Party, its owners, agents and employees. The parties further agree that Contracting Party is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contracting Party 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 Agreement.

13.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance:

Contracting Party 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. LDH reserves the right to request copies of subcontractor's Certificates at any time.

13.10 Indemnification and Limitation of Liability:

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

Contracting Party 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 Contracting party, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contracting Party 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.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting

Party, retain such monies from amounts due Contracting Party, 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

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

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker’s Compensation Law of the State of Louisiana.

ARTICLE XXI

COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXIII NOTICES

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:

Michael Kelly, Program Manager
Office for Citizens with Developmental
Disabilities
45439 Live Oak Drive
Hammond, LA 70401

If Notice to Contracting Parties:

Kenny Patton, Chief Executive Officer
6400 Highway 90 West
New Iberia, LA 70560

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIV SUSPENSION OR DEBARMENT

24.1 The Contracting Parties has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

ARTICLE XXV ATTACHMENTS AND EXHIBITS

25.1 A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: The Arc of Acadiana, Inc.

Kenny Patton
Chief Executive Officer

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Louisiana Department of Health /Office for Citizens with Developmental Disabilities

Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: The Arc of Acadiana, Inc.
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain thirty-two (32) ICF/IID beds in the four (4) The Arc of Acadiana, Inc. homes listed in CEA agreement
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) The Arc of Acadiana, Inc will operate and maintain thirty-two (32) ICF/IID beds in the four (4) The Arc of Acadiana, Inc homes to serve people with intellectual and developmental disabilities who have severe to profound intellectual and developmental disabilities. Individuals supported at the time of the implementation of the CEA have complex support needs and who may require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration.	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>). Establish, operate and maintain ICF/IID beds for up to thirty-two (32) ICF/IID beds in the four (4) The Arc of Acadiana, Inc homes	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>) Arrange all necessary tasks necessary for the operation of the ICF/IID beds. Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility. The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section. Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys. Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding. Continue enrollment with Unisys to maintain vendor number for payment. During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the “*Office for Citizens with Developmental Disabilities – Partnership in Quality Services*” process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B**Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities**

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: **The Arc of Acadiana, Inc.**

Contracting Party's Mailing Address: **6400 Hwy. 90 West**
New Iberia, Louisiana 70560

Organization Type: Private Non-Profit 501(c)(3)

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Kenny Patton, CEO	1911 Migues Rd. New Iberia, LA. 70560	
Dwayne M. Lewis, President	7606 Sugar Hill Road, New Iberia, LA.	Yes
Lynn Derouen, Vice-President	103 E. Main Street, New Iberia, LA.	Yes
Ralph Friend, Treasurer	412 Estate Drive, New Iberia, LA.	Yes
Larry Hensgens, Secretary	817 Briarwood Drive, New Iberia, LA.	Yes
Larry Richard, Past President	8819 Hwy 14, New Iberia, LA.	Yes
George Piontek, Board Member	117 Plantation Drive, New Iberia, LA.	Yes
Joanie Kraker, Board Member	#13 Steamboat Bend, New Iberia, LA.	Yes
Doris Pitre, Board Member	939 Landrineaux Road, Eunice, LA.	Yes
Perry Munn, Board Member		Yes
Ricky Huval, Board Member	1701 Squirrel Run Drive, New Iberia, LA.	Yes
Malcom Dugas, Board Member	1020-A Banker Road, St. Martinsville, LA.	Yes
John Catanzaro, Board Member	7215 Sugar Oaks Road, New Iberia, LA.	Yes

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Kenny Patton, CEO	1911 Migues Rd. New Iberia, LA. 70560
Dwayne M. Lewis, President	7606 Sugar Hill Road, New Iberia, LA.
Lynn Derouen, Vice-President	103 E. Main Street, New Iberia, LA.
Ralph Friend, Treasurer	412 Estate Drive, New Iberia, LA.
Larry Hensgens, Secretary	817 Briarwood Drive, New Iberia, LA.
Larry Richard, Past President	8819 Hwy 14, New Iberia, LA.
George Piontek, Board Member	117 Plantation Drive, New Iberia, LA.
Joanie Kraker, Board Member	#13 Steamboat Bend, New Iberia, LA.
Doris Pitre, Board Member	939 Landrineaux Road, Eunice, LA.
Perry Munn, Board Member	
Ricky Huval, Board Member	1701 Squirrel Run Drive, New Iberia, LA.
Malcom Dugas, Board Member	1020-A Banker Road, St. Martinsville, LA.
John Catanzaro, Board Member	7215 Sugar Oaks Road, New Iberia, LA.

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization.

Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Kenny Patton, *Chief Executive Officer*
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, *Assistant Secretary*

(Authorized Signature of Contracting Party)

ATTACHMENT D**CEA Admission / Discharge, Monitoring and Transition Support****PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE ARC OF ACADIANA,
INC. COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility that the CEA provider wishes to fill, the CEA Provider will give the Contract Monitor written information regarding the admission criteria for the vacancy. This information should include, but is not limited to age, gender, ability to support medical needs, ability to support behavioral needs, mobility requirements.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy and CEA Provider's request to fill vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise that the vacancy will not be filled at that time.	Program Manager	Within 5 working days of notification.
4.	When Central Office (Program Manager) notifies the Contract Monitor of authorization to fill a vacancy the Contract Monitor will notify the TSO at Pinecrest Supports and Services Center and provide the demographic and support need criteria.	Contract Monitor	Within 2 working days of notification.
5.	<p>If there are individuals interested in admission to CEA Facility that have similar profiles to support needs identified, the TSO will provide the name and information of prospective referrals to the Contract Monitor for consideration for admission.</p> <p>Contract Monitor will submit this information to Program Manager. Program Manager and Deputy Assistant Secretary will review and make determination if admission is appropriate to facility.</p> <p>Program Manager will advise Contract Monitor of determination. Contract Monitor will advise provider of determination, and if approved, will provide packet to provider for consideration for admission.</p>	TSO, Contract Monitor, Program Manager	Within 10 working days of notification.
6.	If the CEA Provider agency agrees that the admission is appropriate, the CEA provider will notify the Contract Monitor of acceptance or rejection of admission to the program.	CEA Provider	Within 10 working days of notification.
7.	Together the Contract Monitor and the TSO will coordinate, with the CEA Provider, all requests for placement that result from the SSC. This includes communicating with the TSO at the SSC to have referral packets sent, ensuring that the CEA Provider hosts a site visit for the potential resident, and acting as liaison between the CEA provider and the SSC.	CEA Provider, Contract Monitor, TSO	Within 10 working days of notification.
8.	If PSSC does not identify a current SSC resident who wants to move to the CEA facility, or, if no potential candidate's needs can be met by that CEA	Contract Monitor	Within 10 working days

	facility, the Contract Monitor will notify Program Manager that there is an available vacancy. The CEA Provider may also notify the Local Governing Entity that there is a vacancy.		of notification.
9.	<p>At the time the CEA provider identifies a potential candidate for admission to the CEA facility, CEA Provider will submit the following information to the Contract Monitor:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status of Service Recipient • Name of Provider and Support Coordinator, if applicable • Living Setting moving from • Copy of current CPOC or ISP • List of current medications • Reason for admission 	CEA Provider	At time candidate is identified
10.	CEA Monitor will review and make recommendation to Program Manager. Program Manager will review and make recommendation to Assistant Deputy Secretary for final determination. Program Manager will advise Contract Monitor who will advise CEA Provider of final determination.	Contract Monitor, Program Manager	Within 10 working days of notification

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	<p>For planned and unplanned discharges, the CEA Provider will notify the Contract Monitor in writing of the following information:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal status of Service Recipient • Name of New Provider • Name of Support Coordinator, if applicable • New Proposed Address for recipient • Copy of CPOC or recommendations for ISP; if unplanned, list of support needs for person • Reason for transition (moving to less restrictive setting; need for more intensive medical services – must include what needs are that can no longer be met at facility; etc.) • Individual / family response to transition • Most recent psychiatric and psychological evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Medical / Health evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Behavior Plan, Medical Plan, Nutritional Support Plan, Physical Support Plan, as indicated 	CEA Provider	
3.	CEA Provider will notify the Contract Monitor of any impending <i>unplanned</i> discharge from the Facility at least 24 hours prior to the discharge of a	CEA Provider, Contract	Within 24 hours

	<p>resident using a CEA placement, with information regarding future plan for continued services.</p> <p>In addition to above information, the following will be included:</p> <ul style="list-style-type: none"> • What is the urgency for removal from current living setting? • Detailed description of needs that cannot be met at the agency and why these needs cannot be met. • Are behavioral or medical concerns indicated above new or was it known, and what has changed about person's presentation? • If concerns are behavioral in nature, provide data for past year. If concerns are medical in nature, provide information on medical testing, prognosis, diagnoses. <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received. OCDD will ensure prompt review of information and response.</p>	Monitor, Program Manager	Within 2 working days
4.	<p>CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.</p> <p>This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.</p> <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received.</p>	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.
5.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.

	<ul style="list-style-type: none"> • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 		
6.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	For those CEAs with state property update the Contract Monitoring Form regarding Inventory Issues / Concerns, State Property Moved in the Quarter, any Items Surplused in the Quarter, or any Tagged Items Reported as Damaged in the Quarter.	Contract Monitor	Quarterly
8.	Where applicable (for the large ICF/IID CEA facilities only) indicate any Capital Outlay / Major Repair projects.	Contract Monitor	As applicable
9.	Indicate on the Contract Monitoring Form any Other Significant Issues Identified.	Contract Monitor	Quarterly
10.	Complete the Louisiana State-Owned Property Listing if the CEA uses state property.	Contract Monitor	At opening and no less

			than semi-annually thereafter
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IV. TRANSITION AND TECHNICAL SUPPORT / PARTNERSHIP IN QUALITY (TTS/PIQ)			
#	Activity	Responsibility	Timelines
1.	CEA Provider will work cooperatively with the local Resource Center by participating in the Transition and Technical support / Partnership in Quality process for a one-year period for individuals who move into the CEA from another CEA or the Supports and Services Center. Other instances may apply. The Resource Center will use the most current transition data collection procedures, forms and timelines available during the TTS/PIQ period.	CEA Provider, Resource Center Staff	As identified in the most current process

Contract Monitor Quarterly Summary – Year ____

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL’s in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated

Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in SIMS, SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse / Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by

other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus).
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error).
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers.
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention.
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation.
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation.
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression).
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint.
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician.
- **Aspiration Pneumonia** – as diagnosed by treating physician.
- **Choking** – total occlusion of the airway by a foreign object.

- **Falls** – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- **Person to Person Altercations** – any incident in which two participants are engaged in physical altercation
- **Sexual Contact among Individuals** – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- **Self-Injurious Behavior** – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **PICA** – ingestion of foreign object; attempts that are blocked do not need to be reported.
- **Bowel Obstruction** – as diagnosed by treating physician.
- **Loss/Destruction of home** – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment.
- **Involvement with law enforcement** – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime).
- **Consumer/Family Complaint** – any incident in which a family member or consumer reports a complaint to the agency.

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ List of staffing: Administration
- ☐ Staffing schedule – a current staffing schedule
- ☐ Current client listing by home
- ☐ Summary of findings and actions taken as a result of agency’s quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement
Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA
Facilities
- Attachment E:** Attachments and Exhibits List

COOPERATIVE ENDEAVOR AGREEMENT

**STATE OF LOUISIANA
DEPARTMENT OF HEALTH**

and

OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

and

Crossroads of Louisiana, Inc.

THIS COOPERATIVE ENDEAVOR AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this _____ day of _____ 2021 and between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as “OCDD,” “Agency” or “State”, acting through the undersigned official and the **Crossroads of Louisiana, Inc.** hereinafter referred to collectively as “**Crossroads of Louisiana, Inc.**” or the “Contracting Party”, acting through the undersigned officials for the goods and/or services detailed herein. Hereinafter, the **Louisiana Department of Health**, **OCDD** and the **Crossroads of Louisiana, Inc.**, shall be collectively referred to as the “Parties”, or individually as “Party”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;”

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

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by the State’s previously experienced economic down turn with decreased revenues and severe budget shortfalls during Fiscal Year 2009/2010, and whereas the Division of Administration directed the Louisiana Department of Health (LDH) to streamline its projected budget deficit at the time. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD’s Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to former residents of state-operated Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.5 WHEREAS, this Agreement is intended that OCDD will authorize the Crossroads of Louisiana, Inc., as the Contracting Party, to serve up to twelve (12) people with intellectual and developmental disabilities in the licensed Intermediate Care Facility for the Developmentally Disabled listed below through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The facilities subject to this Agreement are:

- (a) Arthur Community Home, License #999
4700 McArthur Blvd.
New Orleans, Louisiana 70114
- (b) Melbrook Community Home, License#1001
336 Melbrook Drive
Gretna, Louisiana 70056

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Party;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

ARTICLE II
SCOPE OF WORK

2.1 Responsibilities of the Parties:

The Contracting Parties, in coordination with the Agency, shall operate and maintain the two (2) Crossroads of Louisiana, Inc. homes listed in this Agreement, according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The twelve (12) ICF/IID beds in the two (2) Crossroads of Louisiana, Inc. homes will primarily serve people who have severe to profound intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approval for the twelve (12) beds in the two (2) Crossroads of Louisiana, Inc. homes will be assigned to the Contracting party for the term of the Agreement. The Medicaid FNR approval for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approval of the beds will automatically revert to the Department upon termination of the Agreement for any reason. The Contracting Party must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID. The Contracting Party will be responsible for: paying fees and securing any needed licenses from the LDH Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said “Conditions of Participation” may result in consideration for ending the Agreement;
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement;
- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements;
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA;
- Primarily serve individuals who are leaving the publicly operated ICF/IIDs. Contracting Party will primarily serve individuals who have severe to profound intellectual disabilities and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration. The complex support needs of the twelve (12) individuals may include, but not be limited to gastrostomy tubes, medication administration, oxygen therapy, dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs, walkers, and gait belts, and up to total assistance with activities of daily living;

- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex support needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to twelve (12) people in the two (2) Crossroads of Louisiana, Inc. homes and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA;
- Continue to meet the criteria established in Attachment D “Procedures for Admission, Discharge & Monitoring” for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for these facilities (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference;
- Properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs;
- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

2.3 Performance Measures:

Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party’s resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facilities’ quality of service delivery and adherence to each resident’s Individualized Service Plan; (2) the facilities’ response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s):

Disclosure and Certification Statement (Attachment C), is attached hereto and made a part of by reference, to this Agreement, which must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Parties signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contracting Party’s performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III
CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 **Monitoring Plan:** During the term of this Agreement, Contracting Party shall discuss with State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party’s progress and results to ensure Contracting Party’s compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party’s written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to ensure that performance goals are being achieved, and to verify information, as needed; and
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party’s ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facilities will be enrolled in Medicaid and shall remit claims for payment through LDH’s Medicaid account as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facilities or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this Agreement will not be allowed for expenditures

occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.4 Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply.

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement, 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 which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between notice of termination and the termination date of the CEA. LDH will ensure continuity of services upon such termination.

5.2 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 Agreement; 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.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the Agreement at any time by giving forty-five (45) days’ written notice to the Contracting Party. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

6.2 The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party’s expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party’s expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VIII
NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI
TERM OF CONTRACT

11.1 This Agreement shall begin on **September 25, 2021** and will end on **September 24, 2026**, unless sooner terminated earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contracting Party's Insurance:

The Contracting Party 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 Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so

requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of Insurance:

The Contracting Party 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 Contracting Party, its agents, representatives, employees or subcontractors.

- **Workers' Compensation:**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability:**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability:**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage :**
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage:**
Should be provided for health care professionals providing services to residents.

13.3 Deductibles and Self-Insured Retentions:

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers:

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

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

13.6 Verification of Coverage:

Contracting Party shall furnish LDH 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 LDH before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the Agreement.

13.7 Workers’ Compensation Indemnity:

In the event Contracting Party is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contracting Party, 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 Contracting Party, its owners, agents and employees. The parties further agree that Contracting Party is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contracting Party 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 Agreement.

13.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency’s fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance:

Contracting Party 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. LDH reserves the right to request copies of subcontractor’s Certificates at any time.

13.10 Indemnification and Limitation of Liability:

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

Contracting Party 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 Contracting party, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contracting Party 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.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting Party, retain such monies from amounts due Contracting Party, 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

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

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII

NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

**ARTICLE XXIII
NOTICES**

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:

Michael Kelly, Program Manager
Office for Citizens with Developmental
Disabilities
45439 Live Oak Drive
Hammond, LA 70401

If Notice to Contracting Parties:

Susan McIlwain, Executive Director
3727 General DeGaulle
New Orleans, Louisiana 70114

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

**ARTICLE XXIV
SUSPENSION OR DEBARMENT**

24.1 The Contracting Parties has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

**ARTICLE XXV
ATTACHMENTS AND EXHIBITS**

25.1 A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Crossroads of Louisiana, Inc.

Susan McIlwain
Executive Director

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Louisiana Department of Health /Office for Citizens with Developmental Disabilities

Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: Crossroads of Louisiana, Inc.
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain twelve (12) ICF/IID beds in the two (2) Crossroads of Louisiana, Inc. homes listed in CEA agreement
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) <p>Crossroads of Louisiana, Inc. will operate and maintain twelve (12) ICF/IID beds in the two (2) Crossroads of Louisiana, Inc. homes to serve people with intellectual and developmental disabilities who have severe to profound intellectual and developmental disabilities. Individuals supported at the time of the implementation of the CEA have complex support needs and who may require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration.</p>	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>). <p>Establish, operate and maintain ICF/IID beds for up to twelve (12) ICF/IID beds in the two (2) Crossroads of Louisiana, Inc homes</p>	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>) <p>Arrange all necessary tasks necessary for the operation of the ICF/IID beds. Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility. The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section. Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys. Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding. Continue enrollment with Unisys to maintain vendor number for payment. During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.</p>	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the “*Office for Citizens with Developmental Disabilities – Partnership in Quality Services*” process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)
Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B**Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities**

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: Crossroads of Louisiana, Inc.

Contracting Party’s Mailing Address: 3727 General DeGaulle
New Orleans, Louisiana 70114

Organization Type: nNn-profit

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Gerald Murphy, President	4803 Clearly Ave., Metairie, La. 70002	Every 2 years
Rita Murphy, Vice President	4803 Clearly Ave., Metairie, La. 70002	Every 2 years
Susan McIlwain, Secretary & Executive Director	3929 Acadia Metairie, La. 70002	Every 2 years
Angela Carlson, Treasurer	107 Imperial Partridge, Il 60068	Every 2 years
Courtney Sloan, Board member	6151 Mississippi Ln., New Market MD 21774	Every 2 years

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Donnell Matlock, Program Director & QIDP	3727 General DeGaulle Dr., New Orleans, La. 70114
Ruby Miller, Home Manager	336 Melbrook Drive, Gretna, La. 70578
Yashika Hollerman, Home Manager	4700 McArthur Blvd., New Orleans, La. 70131

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Susan McIlwain, Executive Director
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

ATTACHMENT D**CEA Admission / Discharge, Monitoring and Transition Support****PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR CROSSROADS OF LOUISIANA, INC. COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility that the CEA provider wishes to fill, the CEA Provider will give the Contract Monitor written information regarding the admission criteria for the vacancy. This information should include, but is not limited to age, gender, ability to support medical needs, ability to support behavioral needs, mobility requirements.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy and CEA Provider's request to fill vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise that the vacancy will not be filled at that time.	Program Manager	Within 5 working days of notification.
4.	When Central Office (Program Manager) notifies the Contract Monitor of authorization to fill a vacancy the Contract Monitor will notify the TSO at Pinecrest Supports and Services Center and provide the demographic and support need criteria.	Contract Monitor	Within 2 working days of notification.
5.	<p>If there are individuals interested in admission to CEA Facility that have similar profiles to support needs identified, the TSO will provide the name and information of prospective referrals to the Contract Monitor for consideration for admission.</p> <p>Contract Monitor will submit this information to Program Manager. Program Manager and Deputy Assistant Secretary will review and make determination if admission is appropriate to facility.</p> <p>Program Manager will advise Contract Monitor of determination. Contract Monitor will advise provider of determination, and if approved, will provide packet to provider for consideration for admission.</p>	TSO, Contract Monitor, Program Manager	Within 10 working days of notification.
6.	If the CEA Provider agency agrees that the admission is appropriate, the CEA provider will notify the Contract Monitor of acceptance or rejection of admission to the program.	CEA Provider	Within 10 working days of notification.
7.	Together the Contract Monitor and the TSO will coordinate, with the CEA Provider, all requests for placement that result from the SSC. This includes communicating with the TSO at the SSC to have referral packets sent, ensuring that the CEA Provider hosts a site visit for the potential resident, and acting as liaison between the CEA provider and the SSC.	CEA Provider, Contract Monitor, TSO	Within 10 working days of notification.
8.	If PSSC does not identify a current SSC resident who wants to move to the CEA facility, or, if no potential candidate's needs can be met by that CEA	Contract Monitor	Within 10 working days

	facility, the Contract Monitor will notify Program Manager that there is an available vacancy. The CEA Provider may also notify the Local Governing Entity that there is a vacancy.		of notification.
9.	<p>At the time the CEA provider identifies a potential candidate for admission to the CEA facility, CEA Provider will submit the following information to the Contract Monitor:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status of Service Recipient • Name of Provider and Support Coordinator, if applicable • Living Setting moving from • Copy of current CPOC or ISP • List of current medications • Reason for admission 	CEA Provider	At time candidate is identified
10.	CEA Monitor will review and make recommendation to Program Manager. Program Manager will review and make recommendation to Assistant Deputy Secretary for final determination. Program Manager will advise Contract Monitor who will advise CEA Provider of final determination.	Contract Monitor, Program Manager	Within 10 working days of notification

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	<p>For planned and unplanned discharges, the CEA Provider will notify the Contract Monitor in writing of the following information:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal status of Service Recipient • Name of New Provider • Name of Support Coordinator, if applicable • New Proposed Address for recipient • Copy of CPOC or recommendations for ISP; if unplanned, list of support needs for person • Reason for transition (moving to less restrictive setting; need for more intensive medical services – must include what needs are that can no longer be met at facility; etc.) • Individual / family response to transition • Most recent psychiatric and psychological evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Medical / Health evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Behavior Plan, Medical Plan, Nutritional Support Plan, Physical Support Plan, as indicated 	CEA Provider	
3.	CEA Provider will notify the Contract Monitor of any impending <i>unplanned</i> discharge from the Facility at least 24 hours prior to the discharge of a	CEA Provider, Contract	Within 24 hours

	<p>resident using a CEA placement, with information regarding future plan for continued services.</p> <p>In addition to above information, the following will be included:</p> <ul style="list-style-type: none"> • What is the urgency for removal from current living setting? • Detailed description of needs that cannot be met at the agency and why these needs cannot be met. • Are behavioral or medical concerns indicated above new or was it known, and what has changed about person's presentation? • If concerns are behavioral in nature, provide data for past year. If concerns are medical in nature, provide information on medical testing, prognosis, diagnoses. <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received. OCDD will ensure prompt review of information and response.</p>	Monitor, Program Manager	Within 2 working days
4.	<p>CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.</p> <p>This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.</p> <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received.</p>	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.
5.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.

	<ul style="list-style-type: none"> • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 		
6.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	For those CEAs with state property update the Contract Monitoring Form regarding Inventory Issues / Concerns, State Property Moved in the Quarter, any Items Surplused in the Quarter, or any Tagged Items Reported as Damaged in the Quarter.	Contract Monitor	Quarterly
8.	Where applicable (for the large ICF/IID CEA facilities only) indicate any Capital Outlay / Major Repair projects.	Contract Monitor	As applicable
9.	Indicate on the Contract Monitoring Form any Other Significant Issues Identified.	Contract Monitor	Quarterly
10.	Complete the Louisiana State-Owned Property Listing if the CEA uses state property.	Contract Monitor	At opening and no less

			than semi-annually thereafter
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IV. TRANSITION AND TECHNICAL SUPPORT / PARTNERSHIP IN QUALITY (TTS/PIQ)			
#	Activity	Responsibility	Timelines
1.	CEA Provider will work cooperatively with the local Resource Center by participating in the Transition and Technical support / Partnership in Quality process for a one-year period for individuals who move into the CEA from another CEA or the Supports and Services Center. Other instances may apply. The Resource Center will use the most current transition data collection procedures, forms and timelines available during the TTS/PIQ period.	CEA Provider, Resource Center Staff	As identified in the most current process

Contract Monitor Quarterly Summary – Year ____

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL’s in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated

Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in SIMS, SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse / Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by

other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus).
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error).
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers.
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention.
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation.
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation.
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression).
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint.
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician.
- **Aspiration Pneumonia** – as diagnosed by treating physician.
- **Choking** – total occlusion of the airway by a foreign object.

- **Falls** – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- **Person to Person Altercations** – any incident in which two participants are engaged in physical altercation
- **Sexual Contact among Individuals** – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- **Self-Injurious Behavior** – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **PICA** – ingestion of foreign object; attempts that are blocked do not need to be reported.
- **Bowel Obstruction** – as diagnosed by treating physician.
- **Loss/Destruction of home** – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment.
- **Involvement with law enforcement** – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime).
- **Consumer/Family Complaint** – any incident in which a family member or consumer reports a complaint to the agency.

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ List of staffing: Administration
- ☐ Staffing schedule – a current staffing schedule
- ☐ Current client listing by home
- ☐ Summary of findings and actions taken as a result of agency’s quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA
DEPARTMENT OF HEALTH

and

OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

and

Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this _____ day of _____ 2021 and between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as “OCDD,” “Agency” or “State”, acting through the undersigned official and the **Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services** hereinafter referred to collectively as “**Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services**” or the “Contracting Party”, acting through the undersigned officials for the goods and/or services detailed herein. Hereinafter, the **Louisiana Department of Health, OCDD** and the **Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services**, shall be collectively referred to as the “Parties”, or individually as “Party”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;”

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

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by the State’s previously experienced economic down turn with decreased revenues and severe budget shortfalls during Fiscal Year 2009/2010, and whereas the Division of Administration directed the Louisiana Department of Health (LDH) to streamline its projected budget deficit at the time. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD’s Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to former residents of state-operated Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.5 WHEREAS, this Agreement is intended that OCDD will authorize the Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services, as the Contracting Party, to serve up to one hundred and ten (110) people with intellectual and developmental disabilities in the fifteen (15) licensed Intermediate Care Facilities for the Developmentally Disabled listed below through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The facilities subject to this Agreement are:

- (a) Evergreen Presbyterian Ministries License #2203782811
d/b/a Evergreen Life Services, Hwy 22 Group Home
20098 Hwy 22
Ponchatoula, LA 70454

- (b) Evergreen Presbyterian Ministries License #2203782810
d/b/a Evergreen Life Services, Camelia Community Home
1535 Camelia Drive
Hammond, LA 70403
- (c) Evergreen Presbyterian Ministries License #2203782945
d/b/a Evergreen Life Services, Billville Community Home
42175 Billville Road
Hammond, LA 70403
- (d) Evergreen Presbyterian Ministries License #2203782917
d/b/a Evergreen Life Services, DeMarco Community Home
15822 DeMarco Lane
Hammond, LA 70403
- (e) Evergreen Presbyterian Ministries License #2203782916
d/b/a Evergreen Life Services, Gatlin Community Home
10599 Gatlin Road
Hammond, LA 70403
- (f) Evergreen Presbyterian Ministries License #2203783035
d/b/a Evergreen Life Services, Hwy 22 East Community Home
21147 Hwy 22
Ponchatoula, LA 70454
- (g) Evergreen Presbyterian Ministries License #2203783021
d/b/a Evergreen Life Services, Brownsfield Community Home
5629 Brownsfields Drive
Baton Rouge, LA 70811
- (h) Evergreen Presbyterian Ministries License #2203783038
d/b/a Evergreen Life Services, Wadesboro Community Home
15212 Wadesboro Road
Ponchatoula, LA 70454
- (i) Evergreen Presbyterian Ministries License #2203783039
d/b/a Evergreen Life Services, Harvey Lavigne Community Home
24345 Harvey Lavigne Road
Ponchatoula, LA 70454
- (j) Evergreen Presbyterian Ministries License #2203783020
d/b/a Evergreen Life Services, Groom Community Home
3622 Groom Road
Baker, LA 70714
- (k) Evergreen Presbyterian Ministries License #952
d/b/a Evergreen Life Services, Plaquemine Street Community Home
5231 East Plaquemine Street
Jennings, LA 70548
- (l) Evergreen Presbyterian Ministries License #10658
d/b/a Evergreen Life Services, McMillian Community Home
530 McMillian Avenue
Iota, LA 70543

- (m) Evergreen Presbyterian Ministries License #273
d/b/a Evergreen Life Services, Amanda Rock Community Home
301 Knapp Street
Leesville, LA 71446
- (n) Evergreen Presbyterian Ministries License #2203782568
d/b/a Evergreen Life Services, Ray Charles Smith Community Home
109 Martin O'Banion Road
Leesville, LA 71446
- (o) Evergreen Presbyterian Ministries License #2203782380
d/b/a Evergreen Life Services, Klein Community Home
43488 Klein Road
Hammond, LA 70433

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Party;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

ARTICLE II **SCOPE OF WORK**

2.1 Responsibilities of the Parties:

The Contracting Parties, in coordination with the Agency, shall operate and maintain the fifteen (15) homes listed in this Agreement, according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The one hundred and ten (110) ICF/IID beds in the fifteen (15) Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services homes will primarily serve people who have severe to profound intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approval for the one hundred and ten (110) beds in the fifteen (15) Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services homes will be assigned to the Contracting party for the term of the Agreement. The Medicaid FNR approval for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approval of the beds will automatically revert to the Department upon termination of the Agreement for any reason. The Contracting Party must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID. The Contracting Party will be responsible for: paying fees and securing any needed licenses from the LDH Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said “Conditions of Participation” may result in consideration for ending the Agreement;
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team

process, person-centered planning, and quality outcome measures for the term of the Agreement;

- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements;
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA;
- Primarily serve individuals who are leaving the publicly operated ICF/IIDs. Contracting Party will primarily serve individuals who have severe to profound intellectual disabilities and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration. The complex support needs of the one hundred and ten (110) individuals may include, but not be limited to gastrostomy tubes, medication administration, oxygen therapy, dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs, walkers, and gait belts, and up to total assistance with activities of daily living;
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex support needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to one hundred and ten (110) people in the Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services homes and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA;
- Continue to meet the criteria established in Attachment D “Procedures for Admission, Discharge & Monitoring” for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for these facilities (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference;
- Properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs;

- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

2.3 Performance Measures:

Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facilities' quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facilities' response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s):

Disclosure and Certification Statement (Attachment C), is attached hereto and made a part of by reference, to this Agreement, which must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Parties signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contracting Party's performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed; and
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied

by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facilities will be enrolled in Medicaid and shall remit claims for payment through LDH’s Medicaid account as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facilities or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.4 Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply.

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement, 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 which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between notice of termination and the termination date of the CEA. LDH will ensure continuity of services upon such termination.

5.2 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 Agreement; 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.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the Agreement at any time by giving forty-five (45) days’ written notice to the Contracting Party. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

6.2 The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party's expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VIII
NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI
TERM OF CONTRACT

11.1 This Agreement shall begin on **June 5, 2021** and will end on **June 4, 2026**, unless sooner terminated earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII

DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION; INSURANCE

13.1 Contracting Party's Insurance:

The Contracting Party 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 Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of Insurance:

The Contracting Party 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 Contracting Party, its agents, representatives, employees or subcontractors.

- **Workers' Compensation:**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability:**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability:**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage :**
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage:**
Should be provided for health care professionals providing services to residents.

13.3 Deductibles and Self-Insured Retentions:

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers:

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

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

13.6 Verification of Coverage:

Contracting Party shall furnish LDH 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 LDH before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the Agreement.

13.7 Workers' Compensation Indemnity:

In the event Contracting Party is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contracting Party, 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 Contracting Party, its owners, agents and employees. The parties further agree that Contracting Party is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contracting Party 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 Agreement.

13.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance:

Contracting Party 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. LDH reserves the right to request copies of subcontractor's Certificates at any time.

13.10 Indemnification and Limitation of Liability:

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

Contracting Party 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 Contracting party, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contracting Party 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.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting Party, retain such monies from amounts due Contracting Party, 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

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

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of

the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker’s Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency’s discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXIII
NOTICES

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:	If Notice to Contracting Parties:
Michael Kelly, Program Manager	Kent Craft, Executive Vice President/CFO
Office for Citizens with Developmental	Evergreen Presbyterian Ministries, Inc.
Disabilities	2101 Hwy. 80
45439 Live Oak Drive	Haughton, LA 71037
Hammond, LA 70401	

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIV
SUSPENSION OR DEBARMENT

24.1 The Contracting Parties has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

ARTICLE XXV

ATTACHMENTS AND EXHIBITS

25.1 A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Evergreen Presbyterian Ministries, Inc.

_____ **Kent Craft**
Executive Vice President/ CFO

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Louisiana Department of Health /Office for Citizens with Developmental Disabilities

_____ **Julie Foster Hagan,**
Assistant Secretary, Office for Citizens with
Developmental Disabilities

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: Evergreen Presbyterian Ministries, Inc., d/b/a Evergreen Life Services
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain one hundred and ten (110) ICF/IID beds in the fifteen (15) Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services homes listed in this CEA agreement
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) Evergreen Presbyterian Ministries, Inc., d/b/a Evergreen Life Services will operate and maintain one hundred and ten (110) ICF/IID beds in the fifteen (15) Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services homes listed in this CEA agreement, to serve people with intellectual and developmental disabilities who have severe to profound intellectual and developmental disabilities. Individuals supported at the time of the implementation of the CEA have residents' complex support needs and who may require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration.	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>). Establish, operate and maintain ICF/IID beds for up to one hundred and ten (110) ICF/IID beds in the fifteen (15) Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services homes	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>) Arrange all necessary tasks necessary for the operation of the ICF/IID beds. Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility. The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section. Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys. Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding. Continue enrollment with Unisys to maintain vendor number for payment. During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the “*Office for Citizens with Developmental Disabilities – Partnership in Quality Services*” process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: Evergreen Presbyterian Ministries, Inc. d/b/a Evergreen Life Services

Contracting Party’s Mailing Address: 2101 Hwy 80
Haughton, Louisiana 71037

Organization Type: 501c3

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Kent Craft, EVP/CFO	2101 Highway 80, Haughton, LA 71037	
Susan Buchholtz, President/CEO	2101 Highway 80, Haughton, LA 71037	
Maxine Michael, EVP/COO	2101 Highway 80, Haughton, LA 71037	

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Doug Ryland, State Executive Director	2101 Highway 80, Haughton, LA 71037

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Kent Craft, Executive Vice President/CFO
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

ATTACHMENT D**CEA Admission / Discharge, Monitoring and Transition Support****PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR EVERGREEN
PRESBYTERIAN MINISTRIES, INC. COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility that the CEA provider wishes to fill, the CEA Provider will give the Contract Monitor written information regarding the admission criteria for the vacancy. This information should include, but is not limited to age, gender, ability to support medical needs, ability to support behavioral needs, mobility requirements.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy and CEA Provider's request to fill vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise that the vacancy will not be filled at that time.	Program Manager	Within 5 working days of notification.
4.	When Central Office (Program Manager) notifies the Contract Monitor of authorization to fill a vacancy the Contract Monitor will notify the TSO at Pinecrest Supports and Services Center and provide the demographic and support need criteria.	Contract Monitor	Within 2 working days of notification.
5.	<p>If there are individuals interested in admission to CEA Facility that have similar profiles to support needs identified, the TSO will provide the name and information of prospective referrals to the Contract Monitor for consideration for admission.</p> <p>Contract Monitor will submit this information to Program Manager. Program Manager and Deputy Assistant Secretary will review and make determination if admission is appropriate to facility.</p> <p>Program Manager will advise Contract Monitor of determination. Contract Monitor will advise provider of determination, and if approved, will provide packet to provider for consideration for admission.</p>	TSO, Contract Monitor, Program Manager	Within 10 working days of notification.
6.	If the CEA Provider agency agrees that the admission is appropriate, the CEA provider will notify the Contract Monitor of acceptance or rejection of admission to the program.	CEA Provider	Within 10 working days of notification.
7.	Together the Contract Monitor and the TSO will coordinate, with the CEA Provider, all requests for placement that result from the SSC. This includes communicating with the TSO at the SSC to have referral packets sent, ensuring that the CEA Provider hosts a site visit for the potential resident, and acting as liaison between the CEA provider and the SSC.	CEA Provider, Contract Monitor, TSO	Within 10 working days of notification.
8.	If PSSC does not identify a current SSC resident who wants to move to the CEA facility, or, if no potential candidate's needs can be met by that CEA	Contract Monitor	Within 10 working days

	facility, the Contract Monitor will notify Program Manager that there is an available vacancy. The CEA Provider may also notify the Local Governing Entity that there is a vacancy.		of notification.
9.	<p>At the time the CEA provider identifies a potential candidate for admission to the CEA facility, CEA Provider will submit the following information to the Contract Monitor:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status of Service Recipient • Name of Provider and Support Coordinator, if applicable • Living Setting moving from • Copy of current CPOC or ISP • List of current medications • Reason for admission 	CEA Provider	At time candidate is identified
10.	CEA Monitor will review and make recommendation to Program Manager. Program Manager will review and make recommendation to Assistant Deputy Secretary for final determination. Program Manager will advise Contract Monitor who will advise CEA Provider of final determination.	Contract Monitor, Program Manager	Within 10 working days of notification

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	<p>For planned and unplanned discharges, the CEA Provider will notify the Contract Monitor in writing of the following information:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal status of Service Recipient • Name of New Provider • Name of Support Coordinator, if applicable • New Proposed Address for recipient • Copy of CPOC or recommendations for ISP; if unplanned, list of support needs for person • Reason for transition (moving to less restrictive setting; need for more intensive medical services – must include what needs are that can no longer be met at facility; etc.) • Individual / family response to transition • Most recent psychiatric and psychological evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Medical / Health evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Behavior Plan, Medical Plan, Nutritional Support Plan, Physical Support Plan, as indicated 	CEA Provider	
3.	CEA Provider will notify the Contract Monitor of any impending <i>unplanned</i> discharge from the Facility at least 24 hours prior to the discharge of a	CEA Provider, Contract	Within 24 hours

	<p>resident using a CEA placement, with information regarding future plan for continued services.</p> <p>In addition to above information, the following will be included:</p> <ul style="list-style-type: none"> • What is the urgency for removal from current living setting? • Detailed description of needs that cannot be met at the agency and why these needs cannot be met. • Are behavioral or medical concerns indicated above new or was it known, and what has changed about person's presentation? • If concerns are behavioral in nature, provide data for past year. If concerns are medical in nature, provide information on medical testing, prognosis, diagnoses. <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received. OCDD will ensure prompt review of information and response.</p>	Monitor, Program Manager	Within 2 working days
4.	<p>CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.</p> <p>This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.</p> <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received.</p>	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.
5.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.

	<ul style="list-style-type: none"> • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 		
6.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	For those CEAs with state property update the Contract Monitoring Form regarding Inventory Issues / Concerns, State Property Moved in the Quarter, any Items Surplused in the Quarter, or any Tagged Items Reported as Damaged in the Quarter.	Contract Monitor	Quarterly
8.	Where applicable (for the large ICF/IID CEA facilities only) indicate any Capital Outlay / Major Repair projects.	Contract Monitor	As applicable
9.	Indicate on the Contract Monitoring Form any Other Significant Issues Identified.	Contract Monitor	Quarterly
10.	Complete the Louisiana State-Owned Property Listing if the CEA uses state property.	Contract Monitor	At opening and no less

			than semi-annually thereafter
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IV. TRANSITION AND TECHNICAL SUPPORT / PARTNERSHIP IN QUALITY (TTS/PIQ)			
#	Activity	Responsibility	Timelines
1.	CEA Provider will work cooperatively with the local Resource Center by participating in the Transition and Technical support / Partnership in Quality process for a one-year period for individuals who move into the CEA from another CEA or the Supports and Services Center. Other instances may apply. The Resource Center will use the most current transition data collection procedures, forms and timelines available during the TTS/PIQ period.	CEA Provider, Resource Center Staff	As identified in the most current process

Contract Monitor Quarterly Summary – Year ____

Updated: 11/14/13

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL's in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated

Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in SIMS, SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse / Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by

other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus).
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error).
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers.
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention.
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation.
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation.
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression).
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint.
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician.
- **Aspiration Pneumonia** – as diagnosed by treating physician.
- **Choking** – total occlusion of the airway by a foreign object.

- **Falls** – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- **Person to Person Altercations** – any incident in which two participants are engaged in physical altercation
- **Sexual Contact among Individuals** – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- **Self-Injurious Behavior** – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **PICA** – ingestion of foreign object; attempts that are blocked do not need to be reported.
- **Bowel Obstruction** – as diagnosed by treating physician.
- **Loss/Destruction of home** – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment.
- **Involvement with law enforcement** – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime).
- **Consumer/Family Complaint** – any incident in which a family member or consumer reports a complaint to the agency.

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ List of staffing: Administration
- ☐ Staffing schedule – a current staffing schedule
- ☐ Current client listing by home
- ☐ Summary of findings and actions taken as a result of agency’s quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement
Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA
Facilities
- Attachment E:** Attachments and Exhibits List

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA
DEPARTMENT OF HEALTH

and

OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

and

Harmony Center, Inc.

THIS COOPERATIVE ENDEAVOR AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this _____ day of _____ 2021 and between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as “OCDD,” “Agency” or “State”, acting through the undersigned official and the **Harmony Center, Inc.** hereinafter referred to collectively as “**Harmony Center, Inc.**” or the “Contracting Party”, acting through the undersigned officials for the goods and/or services detailed herein. Hereinafter, the **Louisiana Department of Health, OCDD** and the **Harmony Center, Inc.**, shall be collectively referred to as the “Parties”, or individually as “Party”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;”

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

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by the State’s previously experienced economic down turn with decreased revenues and severe budget shortfalls during Fiscal Year 2009/2010, and whereas the Division of Administration directed the Louisiana Department of Health (LDH) to streamline its projected budget deficit at the time. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD’s Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to former residents of state-operated Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.5 WHEREAS, this Agreement is intended that OCDD will authorize the Harmony Center, Inc., as the Contracting Party, to serve up to sixteen (16) people with intellectual and developmental disabilities in the licensed Intermediate Care Facility for the Developmentally Disabled listed below through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The facilities subject to this Agreement are:

- (a) CB Place
C.B. Temple Sr. Road, License #1004
Kentwood, Louisiana 70444

- (b) Smith and Cook Home, License#1003____
70223 North Rainey Street
Tangipahoa, Louisiana 70465

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Party;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

ARTICLE II
SCOPE OF WORK

2.1 Responsibilities of the Parties:

The Contracting Parties, in coordination with the Agency, shall operate and maintain the two (2) Harmony Center, Inc. homes listed in this Agreement, according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The sixteen (16) ICF/IID beds in the two (2) Harmony Center, Inc. homes will primarily serve people who have severe to profound intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approval for the sixteen (16) beds in the two (2) Harmony Center, Inc. homes will be assigned to the Contracting party for the term of the Agreement. The Medicaid FNR approval for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approval of the beds will automatically revert to the Department upon termination of the Agreement for any reason. The Contracting Party must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID. The Contracting Party will be responsible for: paying fees and securing any needed licenses from the LDH Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said “Conditions of Participation” may result in consideration for ending the Agreement;
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement;
- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements;
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA;
- Primarily serve individuals who are leaving the publicly operated ICF/IIDs. Contracting Party will primarily serve individuals who have severe to profound intellectual disabilities and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration. The complex support needs of the sixteen (16) individuals may include, but not be limited to gastrostomy tubes, medication administration, oxygen therapy, dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs,

- walkers, and gait belts, and up to total assistance with activities of daily living;
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex support needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to sixteen (16) people in the two (2) Harmony Center, Inc. homes and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA;
- Continue to meet the criteria established in Attachment D “Procedures for Admission, Discharge & Monitoring” for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for these facilities (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference;
- Properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs;
- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

2.3 Performance Measures:

Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party’s resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facilities’ quality of service delivery and adherence to each resident’s Individualized Service Plan; (2) the facilities’ response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s):

Disclosure and Certification Statement (Attachment C), is attached hereto and made a part of by reference, to this Agreement, which must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Parties signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contracting Party’s performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III
CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 **Monitoring Plan:** During the term of this Agreement, Contracting Party shall discuss with State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party’s progress and results to ensure Contracting Party’s compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party’s written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to ensure that performance goals are being achieved, and to verify information, as needed; and
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party’s ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facilities will be enrolled in Medicaid and shall remit claims for payment through LDH’s Medicaid account as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facilities or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.4 Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply.

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement, 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 which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between notice of termination and the termination date of the CEA. LDH will ensure continuity of services upon such termination.

5.2 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 Agreement; 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.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the Agreement at any time by giving forty-five (45) days’ written notice to the Contracting Party. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

6.2 The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents’ complex support needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party’s expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party’s expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VIII
NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI
TERM OF CONTRACT

11.1 This Agreement shall begin on **September 25, 2021** and will end on **September 24, 2026**, unless sooner terminated earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contracting Party's Insurance:

The Contracting Party 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 Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of

the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of Insurance:

The Contracting Party 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 Contracting Party, its agents, representatives, employees or subcontractors.

- **Workers' Compensation:**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability:**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability:**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage :**
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage:**
Should be provided for health care professionals providing services to residents.

13.3 Deductibles and Self-Insured Retentions:

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers:

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

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

13.6 Verification of Coverage:

Contracting Party shall furnish LDH 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 LDH before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the Agreement.

13.7 Workers’ Compensation Indemnity:

In the event Contracting Party is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contracting Party, 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 Contracting Party, its owners, agents and employees. The parties further agree that Contracting Party is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contracting Party 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 Agreement.

13.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency’s fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance:

Contracting Party 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. LDH reserves the right to request copies of subcontractor’s Certificates at any time.

13.10 Indemnification and Limitation of Liability:

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

Contracting Party 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 Contracting party, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contracting Party 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.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting Party, retain such monies from amounts due Contracting Party, 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

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

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII

NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXIII
NOTICES

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:

Michael Kelly, Program Manager
Office for Citizens with Developmental
Disabilities
45439 Live Oak Drive
Hammond, LA 70401

If Notice to Contracting Parties:

Collis Temple, Executive Director
Harmony Center, Inc.
2736 Florida Boulevard
Baton Rouge, LA 70802

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIV
SUSPENSION OR DEBARMENT

24.1 The Contracting Parties has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

ARTICLE XXV
ATTACHMENTS AND EXHIBITS

25.1 A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Harmony Center, Inc.

Collis Temple
Executive Director

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Louisiana Department of Health /Office for Citizens with Developmental Disabilities

Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: Harmony Center, Inc.
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain sixteen (16) ICF/IID beds in the two (2) Harmony Center, Inc. homes listed in CEA agreement
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)	
<p>Harmony Center, Inc will operate and maintain sixteen (16) ICF/IID beds in the two (2) Harmony Center, Inc homes to serve people with intellectual and developmental disabilities who have severe to profound intellectual and developmental disabilities. Individuals supported at the time of the implementation of the CEA have complex support needs and who may require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration.</p>	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>).	
<p>Establish, operate and maintain ICF/IID beds for up to sixteen (16) ICF/IID beds in the two (2) Harmony Center, Inc homes</p>	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>)	
<p>Arrange all necessary tasks necessary for the operation of the ICF/IID beds. Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility. The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section. Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys. Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding. Continue enrollment with Unisys to maintain vendor number for payment. During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.</p>	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the “*Office for Citizens with Developmental Disabilities – Partnership in Quality Services*” process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: Harmony Center, Inc.

Contracting Party’s Mailing Address: 2736 Florida Boulevard
Baton Rouge, Louisiana 70802

Organization Type: Non-profit

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Collis B. Temple, Jr. – Board President, Executive Director	2614 Dalrymple Drive Baton Rouge, LA 70808	Yes, for life
Soundra Temple Johnson, Director, Assistant Executive Director	13719 Bayswater Drive Baton Rouge, LA 70810	Yes, for life
Sandra T. Hall, Secretary/Treasurer, Director Social Service Administrator	2456 77th Avenue Baton Rouge, LA 70807	Yes, for life
Elliott Temple, Director	2207 Christian Street Baton Rouge, LA 70802	Yes, for life
Collis B. Temple III, President, Director	15205 Copping Drive Baton Rouge, LA 70810	Yes, for life

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Collis B. Temple, Jr., Executive Director	2736 Florida Blvd., Baton Rouge, La 70802
Wanda Reed, Dir. of Residential Services	2736 Florida Blvd., Baton Rouge, La 70802
Elliott Temple, Exe. Management Asst.	2736 Florida Blvd., Baton Rouge, La 70802

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Collis Temple, *Executive Director*
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, *Assistant Secretary*

(Authorized Signature of Contracting Party)

ATTACHMENT D**CEA Admission / Discharge, Monitoring and Transition Support****PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR HARMONY CENTER, INC.
SERVICES COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility that the CEA provider wishes to fill, the CEA Provider will give the Contract Monitor written information regarding the admission criteria for the vacancy. This information should include, but is not limited to age, gender, ability to support medical needs, ability to support behavioral needs, mobility requirements.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy and CEA Provider's request to fill vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise that the vacancy will not be filled at that time.	Program Manager	Within 5 working days of notification.
4.	When Central Office (Program Manager) notifies the Contract Monitor of authorization to fill a vacancy the Contract Monitor will notify the TSO at Pinecrest Supports and Services Center and provide the demographic and support need criteria.	Contract Monitor	Within 2 working days of notification.
5.	<p>If there are individuals interested in admission to CEA Facility that have similar profiles to support needs identified, the TSO will provide the name and information of prospective referrals to the Contract Monitor for consideration for admission.</p> <p>Contract Monitor will submit this information to Program Manager. Program Manager and Deputy Assistant Secretary will review and make determination if admission is appropriate to facility.</p> <p>Program Manager will advise Contract Monitor of determination. Contract Monitor will advise provider of determination, and if approved, will provide packet to provider for consideration for admission.</p>	TSO, Contract Monitor, Program Manager	Within 10 working days of notification.
6.	If the CEA Provider agency agrees that the admission is appropriate, the CEA provider will notify the Contract Monitor of acceptance or rejection of admission to the program.	CEA Provider	Within 10 working days of notification.
7.	Together the Contract Monitor and the TSO will coordinate, with the CEA Provider, all requests for placement that result from the SSC. This includes communicating with the TSO at the SSC to have referral packets sent, ensuring that the CEA Provider hosts a site visit for the potential resident, and acting as liaison between the CEA provider and the SSC.	CEA Provider, Contract Monitor, TSO	Within 10 working days of notification.
8.	If PSSC does not identify a current SSC resident who wants to move to the CEA facility, or, if no potential candidate's needs can be met by that CEA	Contract Monitor	Within 10 working days

	facility, the Contract Monitor will notify Program Manager that there is an available vacancy. The CEA Provider may also notify the Local Governing Entity that there is a vacancy.		of notification.
9.	<p>At the time the CEA provider identifies a potential candidate for admission to the CEA facility, CEA Provider will submit the following information to the Contract Monitor:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status of Service Recipient • Name of Provider and Support Coordinator, if applicable • Living Setting moving from • Copy of current CPOC or ISP • List of current medications • Reason for admission 	CEA Provider	At time candidate is identified
10.	CEA Monitor will review and make recommendation to Program Manager. Program Manager will review and make recommendation to Assistant Deputy Secretary for final determination. Program Manager will advise Contract Monitor who will advise CEA Provider of final determination.	Contract Monitor, Program Manager	Within 10 working days of notification

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	<p>For planned and unplanned discharges, the CEA Provider will notify the Contract Monitor in writing of the following information:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal status of Service Recipient • Name of New Provider • Name of Support Coordinator, if applicable • New Proposed Address for recipient • Copy of CPOC or recommendations for ISP; if unplanned, list of support needs for person • Reason for transition (moving to less restrictive setting; need for more intensive medical services – must include what needs are that can no longer be met at facility; etc.) • Individual / family response to transition • Most recent psychiatric and psychological evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Medical / Health evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Behavior Plan, Medical Plan, Nutritional Support Plan, Physical Support Plan, as indicated 	CEA Provider	
3.	CEA Provider will notify the Contract Monitor of any impending <i>unplanned</i> discharge from the Facility at least 24 hours prior to the discharge of a	CEA Provider, Contract	Within 24 hours

	<p>resident using a CEA placement, with information regarding future plan for continued services.</p> <p>In addition to above information, the following will be included:</p> <ul style="list-style-type: none"> • What is the urgency for removal from current living setting? • Detailed description of needs that cannot be met at the agency and why these needs cannot be met. • Are behavioral or medical concerns indicated above new or was it known, and what has changed about person's presentation? • If concerns are behavioral in nature, provide data for past year. If concerns are medical in nature, provide information on medical testing, prognosis, diagnoses. <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received. OCDD will ensure prompt review of information and response.</p>	Monitor, Program Manager	Within 2 working days
4.	<p>CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.</p> <p>This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.</p> <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received.</p>	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.
5.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.

	<ul style="list-style-type: none"> • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 		
6.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	For those CEAs with state property update the Contract Monitoring Form regarding Inventory Issues / Concerns, State Property Moved in the Quarter, any Items Surplused in the Quarter, or any Tagged Items Reported as Damaged in the Quarter.	Contract Monitor	Quarterly
8.	Where applicable (for the large ICF/IID CEA facilities only) indicate any Capital Outlay / Major Repair projects.	Contract Monitor	As applicable
9.	Indicate on the Contract Monitoring Form any Other Significant Issues Identified.	Contract Monitor	Quarterly
10.	Complete the Louisiana State-Owned Property Listing if the CEA uses state property.	Contract Monitor	At opening and no less

			than semi-annually thereafter
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IV. TRANSITION AND TECHNICAL SUPPORT / PARTNERSHIP IN QUALITY (TTS/PIQ)			
#	Activity	Responsibility	Timelines
1.	CEA Provider will work cooperatively with the local Resource Center by participating in the Transition and Technical support / Partnership in Quality process for a one-year period for individuals who move into the CEA from another CEA or the Supports and Services Center. Other instances may apply. The Resource Center will use the most current transition data collection procedures, forms and timelines available during the TTS/PIQ period.	CEA Provider, Resource Center Staff	As identified in the most current process

Contract Monitor Quarterly Summary – Year ____

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL’s in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated*Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)*

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in SIMS, SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse / Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by

other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus).
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error).
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers.
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention.
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation.
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation.
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression).
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint.
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician.
- **Aspiration Pneumonia** – as diagnosed by treating physician.
- **Choking** – total occlusion of the airway by a foreign object.

- **Falls** – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- **Person to Person Altercations** – any incident in which two participants are engaged in physical altercation
- **Sexual Contact among Individuals** – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- **Self-Injurious Behavior** – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **PICA** – ingestion of foreign object; attempts that are blocked do not need to be reported.
- **Bowel Obstruction** – as diagnosed by treating physician.
- **Loss/Destruction of home** – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment.
- **Involvement with law enforcement** – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime).
- **Consumer/Family Complaint** – any incident in which a family member or consumer reports a complaint to the agency.

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ List of staffing: Administration
- ☐ Staffing schedule – a current staffing schedule
- ☐ Current client listing by home
- ☐ Summary of findings and actions taken as a result of agency’s quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List

SUMMARY:

Robinswood School was an Intermediate Care Facility for Individuals with Intellectual / Developmental Disabilities (ICF/IID) located in Lake Charles that supported 108 people with I/DD, the majority of whom had behavioral health concerns. Following damage to the facility due to Hurricane Laura, Robinswood School residents and staff evacuated to Pinecrest Supports and Services Center (PSSC). After assessing damages, Robinswood requested to suspend their license for a one-year period, and advised that they would only be able to continue to provide staff for sheltering for a 30-day period.

Upon notification, OCDD worked with Robinswood staff and residents to identify alternative living arrangements for Robinswood's residents. OCDD contacted all ICF/IID provider agencies who had a current vacancy, which was a total of 37 facilities. Of these 37 facilities with vacancies in their homes, only 17 were willing to interview, consider, and admit the former Robinswood residents. OCDD facilitated the transition of 64 individuals to other ICF/IID facilities by 10/31/2020.

On 10/31/2020, PSSC assumed care for the remaining residents, the majority of whom demonstrate significant high risk behavioral concerns and no other provider was able to support them in their current structure based on OCDD outreach. PSSC is the Department's safety net service for individuals with I/DD who are not able to be supported in the community. They are budgeted to support 415 individuals, and with the admission of the former Robinswood residents, the census increased to 458. There is substantial overtime required to ensure the health and safety of these residents at PSSC; there is concern with the risky behavior demonstrated by some residents living with other individuals with I/DD; and there is extremely limited ability to admit individuals needing placement from the community into PSSC due to capacity issues.

As a result, OCDD identified the need for establishment of ICF/IID facilities to support male and female residents who demonstrate these high-risk concerns. Because there were no current ICF/IID providers willing or able to accept these residents in the current structure, a Cooperative Endeavor Agreement (CEA) was developed to allow the Facility Need Review for use of the beds and setting of expectations for the provider, an updated rule was published to allow for an enhanced rate with a floor to support the increased requirements in the CEA, and an updated State Plan Amendment was submitted to CMS for approval for the temporary rate.

BACKGROUND INFORMATION:

Robinswood School began a history of non-compliance during Health Standards surveys beginning in 2015. As a result, LDH entered into a Settlement Agreement with Robinswood in 2019 in an effort to improve quality of service delivery and compliance with regulations. OCDD provided technical assistance to accomplish this; however, Robinswood continued to demonstrate non-compliance. LDH issued notice of a license non-renewal on 12/17/2019, and Robinswood appealed this decision. While LDH had initiated considerations for alternate placement at that time, LDH could not begin assisting people to transition pending the appeal. The appeal was still pending in August of 2020, when Hurricane Laura damaged the facility.

LDH established the first CEA for the FNR approvals for state-operated ICF/IID facilities in 2006, and this was associated with former Metropolitan Development Center residents. OCDD currently has 30 ICF/IID facilities operated through CEA Agreements with private providers. A variety of outreach activities have occurred through the years to collaborate with providers in regards to CEA; and only 1 of these agreements was reached through the formal RFI process. Of the 30 facilities, 23 billed at the typical ICF/DD rate as a private provider and 8 facilities received a special rate ranging from \$237.70 - \$327.08, for not more than a 4-year period per state plan / rule.

The temporary rate for the high risk CEA facility was based on precedence for special CEA rates, with inflationary factors and requirements for specialized clinical services added. The high risk CEA requires that the CEA provider has more staff than in a traditional ICF/IID facilities (i.e. this facility must have more staff than was required by the former Robinswood School) and there are additional clinical requirements involved (i.e. they must have licensed behavioral health professionals on site regularly and work with OCDD on best-practices which was not required by former Robinswood School). Additionally, there is a requirement that at least 85% of the special rate go to direct care related costs, or the provider is subject to recoupment by LDH, which was not required by former Robinswood School. While the CEA includes these requirements and gives the provider use of former state-owned beds, payments to the provider are not outlined in the CEA. The special rate given to the provider is included in rule and in a state plan amendment that must receive CMS approval.

There is a growing trend in Louisiana and nationally of gaps in the service delivery system to support people who have intellectual / developmental disabilities, co-occurring behavioral health concerns, and involvement with high risk / criminal behaviors. This population of individuals is often not safe in the criminal justice system, but they pose risk to others with I/DD in traditional residential settings. This temporary, 4-year CEA, is to help identify an appropriate placement option for these individuals and to set protocols for safely transitioning them back into the community. OCDD will approve all admissions and discharges to the facility. Examples of high risk / criminal behaviors that the identified individuals demonstrate include: Charges with no arrest due to person's cognitive disability (i.e. assault / attempt to stab staff member; stealing; assaulting police officer; arson; violent / homicidal behavior; inappropriate sexual behavior; charges but incompetent to stand trial; Nonconsensual Sexual Behavior, with statements such as "I will rape staff"; and elopement which requires use of tracking device.

CURRENT STATUS:

- LDH developed a Request for Information (RFI) to determine if there were providers willing to support the individuals for whom no other providers were identified to support them due to their high risk behaviors in November of 2020. There was only one provider who responded to the RFI, Harmony Inc.
 - Due to concerns expressed at the March JLCB meeting about the shortened timeline for posting of the RFI, LDH released a new RFI on 4/1/2021 with a closing date of 4/9/2021 to allow for a full five business days for review and response. This was sent to all ICF/IID facilities, posted on the OCDD webpage, and posted through LaGov contract process.
 - There was only one provider who submitted a proposal to the RFI, Harmony, Inc.
- LDH developed a Cooperative Endeavor Agreement (CEA) to give the Facility Need Review for the beds to Harmony, Inc. The CEA outlines the requirement that the provider work with OCDD to establish best practices for clinical engagement with the residents and work to stabilize and transition them to a less restrictive environment.
- The time-limited special rate of \$352.08 for the 15-bed male home and \$327.08 for the 8-bed female home requires a rule change and a state plan amendment.
 - The Notice of Intent for the rule change was published in the February 20th Louisiana Register.
 - The State Plan Amendment for the temporary special rate was submitted to CMS on 3/5/2021.

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN LOUISIANA DEPARTMENT OF HEALTH
OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES
AND

Harmony Center, Inc. (HCI)
2736 Florida Boulevard
Baton Rouge, Louisiana 70802

THIS **COOPERATIVE ENDAVOR AGREEMENT**, hereinafter referred to as “CEA” or “Agreement”, is made and entered into this _____ day of _____ 2021 by and between the **LOUISIANA DEPARTMENT OF HEALTH, OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES** (hereinafter referred to as hereinafter referred to as “OCDD” or “State” or “Agency”), represented herein by Julie Foster Hagan in his/her capacity as OCDD Assistant Secretary, and Harmony Center, Inc. (hereinafter referred to as “Contracting Party” or “Contractor”), represented herein by Collis Temple, Jr. in his/her capacity as Executive Director. For the purposes of this CEA, OCDD and Contractor shall generally be referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;

1.2 WHEREAS, OCDD has the legal authority to enter into this Agreement as evidenced by its governmental purpose of being responsible for the program and functions of the state relating to the care, training, treatment, and education of persons with intellectual disabilities, persons with developmental disabilities, and persons with autism in accordance with Louisiana Revised Statutes 36:258D;

1.3 WHEREAS, health-related services for Individuals with Intellectual Disabilities¹ who are living in Intermediate Care Facilities may be provided more cost-effectively through private providers, rather than through the existing state-operated facilities/community homes. For the purposes of this CEA, Intermediate Care Facilities for Individuals with Intellectual Disabilities (“ICF/IID”) are facilities for individuals with intellectual or developmental disabilities that are primarily for the diagnosis, treatment, or rehabilitation of the person and provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.4 WHEREAS, Louisiana Administrative Code Title 48, Chapter 125, Subchapter B, §12507 (N)(3) authorizes the use of a CEA when LDH intends to downsize the enrolled bed capacity of a State owned facility with 16 or more beds in order to develop one or more community homes, and the approved beds will be owned by the State, and for such downsizing, OCDD is authorized to provide Medicaid Facility Need Review (“FNR”) Approvals for such action.

1.5 WHEREAS, in conformity with the foregoing Code provisions, this CEA will authorize Contracting Party to provide services at two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds, for twenty-three people with intellectual and developmental disabilities at its facilities located at AB Horn Community Home (8 bed facility for women) located at 1306 Main Street, Baton Rouge, LA 70802 and the HTS III (15 bed facility for men) located at 168 West Washington Street, Baton Rouge, LA 70802, through the use of existing state ICF/IID Medicaid Facility Need Review (FNR) Approvals, while LDH retains ownership of these approvals through the term of this Agreement.

1.6 WHEREAS, in furtherance of the public purpose underlying this CEA, this CEA will provide for ongoing oversight, data collection, and technical assistance by OCDD for the purpose of promoting the health, safety, quality of life, and desired outcomes for qualified residents admitted during the CEA period.

¹ The term “Intermediate Care Facilities for Individuals with Intellectual Disabilities” may also be referred to as “Intermediate Care Facilities for Persons with Developmental Disabilities” for licensing purposes; see La. R.S. 40:2180.

1.7 WHEREAS, an OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by Agency for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the term of this CEA;

1.8 WHEREAS, OCDD has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE I
PREAMBLES

1.1 The foregoing preambles contained in 1.1 through 1.9 above, are accepted as true and correct and are incorporated herein by reference as if fully stated herein in their entirety.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

2.1 OCDD shall provide the use of a maximum of twenty-three (23) Medicaid Facility Need Review Approvals (“FNR’s”) to Contractor to facilitate Contractor’s operation and maintenance of two licensed and certified ICF/IID facilities (one facility being a 15-bed facility for men and one facility being an 8-bed facility for women), for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system, said servicing to be completed in Contractor’s licensed Intermediate Care Facilities for the Developmentally Disabled defined in Paragraph 1.5 above. OCDD will retain the ownership of such Medicaid FNR Approvals, which shall automatically revert back to OCDD at the expiration or earlier termination of this CEA. Contractor shall operate its facilities, and shall maintain the licenses, Medicaid certifications, and Medicaid provider agreements at said locations. Contractor acknowledges and agrees that it shall be solely responsible for procuring and maintaining any and all applicable mandated licenses and certifications for said facilities defined in this CEA, including but not limited to State licenses and federal certifications for ICF/IIDs. Contractor agrees to follow provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, attached hereto and made part herewith, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, attached hereto and made part herewith, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**, likewise attached hereto and made part herewith.

Anything to the contrary contained in this CEA notwithstanding, Contractor acknowledges and agrees that the total maximum number of Medicaid FNR approvals to be provided by OCDD to Contractor for the term of this CEA shall be twenty-three (23), which may only be utilized by Contractor at Contractor’s licensed facilities defined in Paragraph 1.5 of this CEA.

2.1.1 Should the license(s) for Contractor’s facility(ies) be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate as to that facility within thirty (30) days, during which time OCDD and Contractor shall effectuate an orderly and safe transfer of clients. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall revert back to OCDD.

2.1.2 Should the Medicaid agreement or Medicaid certification for Contractor’s facility(ies) defined in this CEA be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall automatically revert back to OCDD.

2.1.3 The Medicaid FNR Approvals shall not be transferred, assigned, moved, sold, or used for any purpose other than specified in this CEA. Failure to adhere to these provisions shall result in termination of this Agreement.

2.1.4 Contractor shall utilize the Medicaid FNR approvals only for qualified Medicaid recipients properly referred and/or approved by OCDD and properly admitted to the ICF/IDD facilities listed in this CEA.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal certification and State licensing and regulatory requirements, free from deficiencies. If at any time the Contractor fails to meet any licensing requirements, Medicaid requirements, or federal certification requirements, including any federal Conditions of

Participation, the Contractor will be put on notice that failure to immediately conform to licensing requirements, Medicaid requirements, and/or federal certification requirements, including federal Conditions of Participation, may result in early termination of this CEA.

- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. Contractor must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of this CEA.
- Provide opportunities as appropriate for community integration and community inclusion with individuals who do not have developmental disabilities, including vocational opportunities in accordance with licensing, Medicaid, and/or federal certification requirements.
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of this CEA, prior to commencing services. Additionally, the Contractor shall provide documentation of financial resources and financial stability periodically upon the request of OCDD throughout the term of this CEA. Contractor will be subject to requirements for ensuring costs are provided directly to patient care.
- Provide services for 23 former residents of Robinswood School, for whom no other private ICF/IID provider is able to provide support, at the facilities described in this Agreement Contracting Party will serve individuals who have significant behavioral health and high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. The behavioral health/high risk needs of the individuals may include, but not be limited to, specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. As these individuals transition to less intensive community based options and vacancies become available, Contractor will be required to accept admissions from OCDD who meet the profile indicated above and for whom no other appropriate placement is identified.
- Admit and provide such services only to clients/residents that are referred and/or approved by OCDD to the Contractors' facilities.
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of this CEA.
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the CEA, including but not limited to the following areas: higher credentialed staff, extensive experience working with individuals with behavioral health/high risk needs, and/or higher credentialed supervisory staff.
- Document an established relationship with a range of qualified professionals who will serve the twenty-three (23) persons in Contractor's facilities and have the experience to do so for the term of this CEA. As part of this relationship, the Contracting Party will assure that these professionals deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of this CEA that meets all licensing requirements, Medicaid requirements, and certification requirements, prior to commencing services under this CEA. Additionally, Contractor shall provide training program documentation periodically upon request of OCDD throughout the term of this CEA.
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of this CEA, prior to commencing services by providing all practices / policies to CEA Monitor. Additionally, Contractor shall provide such documentation periodically upon request of OCDD throughout the term of this CEA to include clinical documentation and review as requested by OCDD's Clinical Team.
- Continue to meet the criteria established in Attachment D "Procedures for Admission, Discharge & Monitoring" for all admissions and discharges for these beds for the term of this CEA.
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting, including but not limited to the following:
 - a. Specified behavioral incident data per individual
 - b. Restrictive practices including restraint
 - c. Psychotropic medication usage, routine and emergent use;
 - d. Emergency room visits; and
 - e. In-patient hospitalizations
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry

(LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by OCDD.

- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contractor's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this CEA and is made a part hereof by reference.
- Be properly licensed to do business in Louisiana and will maintain certification of good standing with the Secretary of State for the term of the CEA.
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet licensing requirements, Medicaid requirements, and federal certification requirements.
- Assume responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds.
- Implement and maintain for the term of this CEA an Emergency Preparedness and Evacuation Plan that conforms to licensing requirements, Medicaid requirements, and federal certification requirements.

2.3. Performance Measures: Contractor will follow and participate in the quality management process detailed in Attachments A, B, D, D-1 and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually, the Contractor's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this CEA. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility's quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facility's response to problems or crises which may arise for the resident; (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s): Disclosure and Certification Statement (Attachment C), which is attached hereto and made a part hereof by reference must be fully completed, dated, and executed by a duly-authorized representative of the Contractor. Additionally, a copy of the signature authorization for the authorized representative signing on behalf of Contractor shall be attached thereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless Contractor submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. Contractor shall provide written reports quarterly to OCDD concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contractor's performance of its obligations, as provided for in this CEA, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III

CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made (including clinical feedback as appropriate);
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed.
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.
5. Alert OCDD Assistant Secretary to any concerns needing additional action/support.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied

by a statement describing the action taken or contemplated by the Contracting Party's and any assistance which may be needed to resolve the situation.

3.5 The Contract Monitor shall approve all admissions to the facilities, ensuring that all other community based placement options have been explored prior to admission. Upon notification of a vacancy, the Contract Monitor shall work with OCDD Central Office and Pinecrest regarding placement needs for individuals who meet the criteria in this Agreement.

Article IV Payment Terms

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of this Cooperative Endeavor Agreement. The facilities shall be enrolled in Louisiana Medicaid and shall remit claims for payment/reimbursement through LDH's Medicaid program as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facility, or any special rate applicable to ICFs/IID defined in this CEA.

4.1.1 Because the individuals served in this CEA are identified as individuals who cannot be served in the traditional ICF/ IID system due to their complex behavioral support needs and high risk behavior, a specialty rate will be established for each facility. The specialty rate will be subject to the following accountability measures:

(a) A facility wide direct care and care related spending floor (floor) will be established at 70% from the initiation of the CEA through June 30, 2021 and no less than 70% but no greater than 94% of the direct care and care related portion of the CEA per diem rate direct care and care related payment from July 1, 2021 through the conclusion of the CEA; this percentage will be evaluated following review and analysis of the cost report information. The direct care and care related portion of the CEA rate will be calculated using the same direct care and care related percentages as the pervasive level of care for the applicable peer group. The department will allow direct care worker training as it relates to the special training needed for these types of clients to be included in the per diem calculation.

(b) The final floor percentage will be solely determined by the department and made.

(c) The floor requirement will be applied to each cost reporting period in which the facility receives a specialty rate. Once care-related and direct care costs for inclusion in the floor are identified, Contractor is responsible for reporting this information on all cost reports. Contractor is required to remit to the Louisiana Department of Health (LDH) any difference between the direct care and care related per diem cost and the applicable facility floor per diem multiplied by the number of facility Medicaid days paid during the applicable cost reporting period. In no case shall the Contractor have total facility payments reduced to less than 104 percent of the total facility cost as a result of imposition of the floor. This remittance shall be payable to the bureau upon submission of the cost report. If upon audit/review, any additional recoupment is deemed to be owed as a result of a facility not meeting the direct care and care related floor, the recoupment is considered due to LDH upon the issuance of the original Notice of Determination. Should an informal reconsideration be requested, the recoupment will be considered due upon the issuance of the results of an informal hearing. The filing of a timely and adequate notice of an administrative appeal does not suspend the imposition of a recoupment(s). In the event the facility closes or the CEA terminates; the department reserves the right to pursue the recoupment owed from other **Harmony Center, Inc.** Owned or Managed Facilities enrolled in the Louisiana Medicaid program.

(d) The facility will be required to submit short period, provider specific cost schedules and supporting documentation as determined by the department for three (3) consecutive months of operation with the last month ending prior to July 1, 2021. These short period, provider specific cost schedules and supporting documentation will be utilized in the department's consideration of the direct care and care related floor percentage and relevant activities for inclusion on the cost report. Annual Cost reports must be prepared in accordance with cost reporting instructions adopted by the bureau and must follow requirements and timelines outlined in LAC Title 50, Part VII, subpart 3, Chapter 329."

4.1.2 The Contractor shall only submit claims for Medicaid reimbursement for clients/residents referred and/or approved by OCDD.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this CEA will not be allowed for expenditures occurring between the OCDD and the Contractor as part of this CEA.

4.4 Taxes: There are no payments or exchange of funds between the OCDD and Contractor, therefore tax payments do not apply

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contractor in

performance of this CEA shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties, and subject to a formal amendment to this CEA signed by both Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 In addition to the provisions of termination related to loss of license, loss of federal certification or loss of Medicaid Agreement in Article II, the State may also terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of this CEA; provided that the State shall give the Contractor written notice specifying the Contracting Party’s failure. If within thirty (30) days following receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the agreement shall terminate on the date specified in such notice. The State may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contractor to comply with the terms and conditions of this CEA; provided that the State and/or Agency shall give the Contractor written notice specifying the Contractor’s failure and a reasonable opportunity for the Contractor to cure the defect.

5.2 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 Contracting Party shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate this CEA at any time by giving forty-five (45) days’ written notice to the Contractor. The Contractor shall be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

6.2 Contractor may terminate the CEA at any time by giving ninety (90) days written notice to OCDD. Contractor shall be required to continue operations for up to ninety (90) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including 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 CEA. All work product including records, reports, documents, or other material related to this CEA and/or obtained or prepared by the Contractor in connection with 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 CEA. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this CEA, and finally at the end of this engagement, the State shall have the right to require the Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this CEA within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contractor and shall not be shared with any other entity without the express consent of the State and/or Agency.

ARTICLE VIII
ASSIGNMENT

8.1 The Contractor shall not assign any interest in this CEA and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contractor which relate to this CEA.

9.2 The Contractor and any subcontractors paid under this CEA shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this CEA, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this CEA shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this CEA.

ARTICLE XI
TERM OF CONTRACT

11.1 This term of this CEA is for a maximum four-year term and shall begin on **June 1, 2021** and shall expire on **May 30, 2025**, unless terminated earlier as provided for in Articles V and VI. This CEA is conditioned upon the approval of the director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this CEA.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contractor's Insurance: The Contractor shall not commence work under this CEA until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with OCDD for approval. The Contractor shall not allow any subcontractors to commence work until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of OCDD before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to OCDD and consented to by the OCDD in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of 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.

- **Workers' Compensation**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law

of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

- **Commercial General Liability**

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

- **Automobile Liability**

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

- **Professional Liability (Errors and Omissions) Coverage**

Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.

- **Medical malpractice coverage** for health care professionals providing services the residents.

13.3 Deductibles and Self-Insured Retentions

The Contractor shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. 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.
- b. The insurance companies issuing the policies shall have no recourse against State, LDH, or OCDD for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers

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

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

13.6 Verification of Coverage

Contractor shall furnish LDH 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 OCDD before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OCDD, 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 CEA.

13.7 Workers' Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, LDH, OCDD, 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 LDH, OCDD and 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 LDH, OPH and 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.

13.8 Indemnification/Hold Harmless Agreement

The Contractor shall indemnify, save, and hold harmless the LDH, OCDD and State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the LDH, OCDD or State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the LDH, OCDD or State and/or Agency’s fees and costs of litigation, including, but not limited to, reasonable attorney fees, and expert witness fees. The Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this CEA.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance

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. OCDD reserves the right to request copies of subcontractor’s certificates at any time.

13.10 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State may, in addition to other remedies available to it 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This CEA, including any attachments that are expressly referred to in this CEA, contains the entire agreement between the Parties and supersedes any and all agreements or contracts previously entered into between the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. This CEA may be modified or amended at any time by mutual consent of the Parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this

Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE

17.1 Both Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this CEA.

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither Party to this CEA shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this CEA who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this CEA herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this CEA, and neither Party is or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contractor expressly agree that the Contractor is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contractor or to anyone employed by the Contractor for any benefits or coverage as provided by the Worker’s Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this CEA, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CEA. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this CEA without liability or, in State and/or Agency’s discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this CEA, refrain from a boycott of Israel. The State reserves the right to terminate this CEA if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this CEA.

ARTICLE XXIV
NOTICES

24.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery via nationally recognized overnight courier (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:
Michael Kelly, Program Manager
Office for Citizens with Developmental
Disabilities
45439 Live Oak Drive
Hammond, LA 70401

If Notice to Contractor:
Collis B. Temple, Jr.
Chief Executive Officer
The Harmony Center, Inc.
2614 Dalrymple Drive
Baton Rouge, LA 70808

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1. Any change in the mailing address or contact person of the Contractor is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIII
STATE AND FEDERAL FUNDING REQUIREMENTS

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

ARTICLE XXIV
ATTACHMENTS AND EXHIBITS

24.1 A listing of Attachments and Exhibits to this CEA are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: **The Harmony Center, Inc.**

Collis Temple, Jr., Chief Executive Officer

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: **Louisiana Department of Health /Office for
Citizens with Developmental Disabilities**

Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: The Harmony Center, Inc.
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain 23 ICF/IID beds total at these locations: AB Horn Community Home (8 bed facility for women) located at 1306 Main Street, Baton Rouge, LA 70802 and the HTS III (15 bed facility for men) located at 168 West Washington Street, Baton Rouge, LA 70802.
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal <i>(Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</i> <p>[Provider] will operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. Individuals supported at the time of the implementation of the CEA have specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. The Contracting Party will assure access to professionals that deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.</p>	
2. Program Objective(s) <i>(Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results).</i> <p>Establish, operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds for up to twenty-three (23) adults at these locations: AB Horn Community Home (8 bed facility for women) located at 1306 Main Street, Baton Rouge, LA 70802 and the HTS III (15 bed facility for men) located at 168 West Washington Street, Baton Rouge, LA 70802.</p> <p>Provide active treatment and evidenced based behavioral support/behavioral health treatment to achieve stability for individuals with complex needs</p>	

3. Relevant Activity (Activities) *(An activity is a distinct subset of functions or services within a program.)*

Arrange all necessary tasks necessary for the operation of the ICF/IID beds.

Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility.

The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section.

Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys.

Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy;

Obtain certification for Medicaid and obtain Medicaid provider agreement for each facility listed in this CEA.

Continue enrollment with Louisiana Medicaid to maintain vendor number for payment.

During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section and the Louisiana Medicaid Program showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing and certification reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the *“Office for Citizens with Developmental Disabilities – Partnership in Quality Services”* process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: The Harmony Center, Inc.

Contracting Party’s Mailing Address: 2736 Florida Boulevard
Baton Rouge, Louisiana 70802

Organization Type: Non-profit

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Collis B. Temple, Jr. – Board President, Executive Director	2614 Dalrymple Drive Baton Rouge, LA 70808	Yes, for life
Soundra Temple Johnson, Director, Assistant Executive Director	13719 Bayswater Drive Baton Rouge, LA 70810	Yes, for life
Sandra T. Hall, Secretary/Treasurer, Director Social Service Administrator	2456 77th Avenue Baton Rouge, LA 70807	Yes, for life
Elliott Temple, Director	2207 Christian Street Baton Rouge, LA 70802	Yes, for life
Collis B. Temple III, President, Director	15205 Copping Drive Baton Rouge, LA 70810	Yes, for life

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Collis B. Temple, Jr., Executive Director	2736 Florida Blvd., Baton Rouge, La 70802
Wanda Reed, Dir. of Residential Services	2736 Florida Blvd., Baton Rouge, La 70802
Elliott Temple, Exe. Management Asst.	2736 Florida Blvd., Baton Rouge, La 70802

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

- ☒ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Collis Temple, Jr.. *Executive Director*
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, *Assistant Secretary*

(Authorized Signature of Contracting Party)
of Contracting Party)

ATTACHMENT D**CEA Admission / Discharge, Monitoring and Transition Support****PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE
HARMONY CENTER, INC COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility, the CEA Provider will notify the Contract Monitor with written information about the home, including but not limited to age and gender, with the available vacancy.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise the OCDD Regional Operations Director of the vacancy.	Program Manager	Within 5 working days of notification.
4.	Regional Operations Director will review current crisis referrals to determine if any meet the profile for admission. If identified, the person will be sent to the CEA Provider for admission. If none identified, the Director will continue to consider any new crisis referrals for placement.	Contract Monitor	Upon notification.

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office. This collaborative effort includes notification to the Contract Monitor when the CEA provider determines that the person is ready to transition to a less intensive placement option; what the ID Team recommendation is for placement, including waiver or ICF, and preferred region for transition; and current behavioral health status and support needs.	CEA Provider, Contract Monitor, OCDD Central Office staff	At time person is identified as ready to transition
2.	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to OCDD Deputy Assistant Secretary regarding whether transition is appropriate at this time. Deputy Assistant Secretary will provide final determination on transition or additional needs. CEA Monitor will work with CEA provider and applicable other parties, such as Local Governing Entities, support coordination agency, and provider agency person is transitioning to in order ensure a smooth transition. OCDD Central Office will also be engaged as needed to assist. CEA Provider may not move forward with discharge until response from CEA Monitor is received.	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.

3.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.
4.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING

#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received. Review the quarterly progress report and consult with OCDD Clinical staff on information pertaining to clinical aspects of the program.	Contract Monitor / OCDD Clinical Staff	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly

7.	Review all reporting / documentation guidelines as noted in attachment D-2. Consult with OCDD Clinical staff on at least a quarterly basis on clinical elements of quality monitoring. Provide ongoing feedback to Contractor on data analysis and identification of positive / negative trends with aggregate data.	Contract Monitor / OCDD Clinical Staff	Minimum of Quarterly
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Contract Monitor Quarterly Summary – Year ____

Updated: 11/14/13

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL's in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated*Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)*

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in Statewide Incident Management System (SIMS), SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse / Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver

responsible for care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus)
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error)
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression)
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician
- **Aspiration Pneumonia** – as diagnosed by treating physician
- **Choking** – total occlusion of the airway by a foreign object

- Falls – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- Person to Person Altercations – any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **PICA** – ingestion of foreign object; attempts that are blocked do not need to be reported
- Bowel Obstruction – as diagnosed by treating physician
- Loss/Destruction of home – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment
- Involvement with law enforcement – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime)
- Consumer/Family Complaint – any incident in which a family member or consumer reports a complaint to the agency

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ Current list of all staff, including professional level and licensed staff, subject to the CEA (full-time, part-time, and contract staff)
- ☐ Staffing schedule – most recent 2 weeks staffing schedule for direct support staff
- ☐ List of trainings conducted with staff during the reporting quarter, including name of training and number of hours
- ☐ Current client listing by home

- ☐ Summary of findings and actions taken as a result of agency's quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List



**Louisiana Department of Health
Office for Citizens with
Developmental Disabilities**

Request for Information (RFI)

For

An Intermediate Care Facility for Individuals with Developmental Disabilities to provide treatment, medical services, assistance with activities of daily living, and related services to individuals with Developmental Disabilities with complex or high risk needs who are referred and/or approved for such services by the Louisiana Department of Health

RFI: LDH-RFI-Emergency ICF/IID CEA

RFI due date/time: Friday, April 9, 2021, at 4:30 p.m. (CDT)

NOTE: This Request for Information ("RFI") is intended solely for informational and planning purposes and DOES NOT constitute a solicitation. Any and all information received may be reviewed and discussed, as appropriate, and may result in the advertisement of a formal and competitive Request for Proposal ("RFP") or any other process resulting in award of a contract or agreement of any type or form, for any or all of the services included in the RFI.

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential by a proposer. Any material within a response to this RFI identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Law, R.S. 44:1 et seq. and all applicable rules, regulations, and policies. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

RFI Release Date: Thursday, April 1, 2021

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1 GENERAL INFORMATION

1.1 Background

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is the single state Medicaid agency that administers the Medicaid program. LDH is comprised of the Office of the Secretary (OS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The LDH Office of Citizens with Developmental Disabilities (OCDD) provides supports and services to help promote community participation and self-advocacy for people with developmental disabilities. These include, but are not limited to: vocational support to help foster independence; financial support to families who have a child with severe or profound disabilities; and assistance to individuals and families in supporting the family's ability to maintain the individual in their community. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities and for programmatic oversight of the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) which provide active treatment services and supports in a 24-hour residential setting, including ongoing evaluation, planning, and coordination/integration of health and habilitative services and supports.

1.2 Purpose of RFI

This RFI is issued for the purpose of gathering information from qualified Intermediate Care Facilities for Individuals with Intellectual / Developmental Disabilities (ICF/IIDs) in Louisiana to serve 23 individuals with high risk behaviors and complex behavioral support needs. The ICF/IID provider responding with interest shall indicate the number of facilities to be licensed and the bed capacity at each facility; the bed capacity at any one licensed facility shall not exceed 15 beds. The ICF/IID providers responding with interest must have experience in supporting individuals with high risk behaviors and must have buildings and sufficient staff to support these individuals within a 30-day time frame. Providers responding with interest should outline demonstrated capacity and competency to timely support and provide treatment, medical services, assistance with activities of daily living, and related and necessary services to the identified individuals. Providers must demonstrate the ability to support the 23 individuals identified by LDH in need of emergency placement. Additionally, the provider must demonstrate the ability to accept additional referrals for emergency placement of new admissions who meet the same profile, as bed capacity permits. All new admissions would be directed from LDH OCDD only, and individuals would only be placed in this facility when no other appropriate placement is identified.

1.3 Project Overview

Emergency CEA

OCDD intends to enter into one or more emergency Cooperative Endeavor Agreements (CEA). The emergency CEA would begin immediately and extend for a maximum of a four-year period. The CEA would entail supporting 23 individuals who have intellectual/developmental disabilities and high risk behaviors, including 15 male residents and 8 female residents, **in 2 or more separate ICF/IID facilities, with no facility exceeding a 15-bed capacity.** The 23 individuals need immediate placement, and the provider agency would be required to support all individuals in this agreement. As these 23 individuals transition out of the facility during the CEA period, the provider agency would be required to accept new admissions who meet the same profile, upon referral from LDH/OCDD. The provider will not admit individuals other than those referred from LDH/OCDD.

Interested providers must be able to begin services for this population by May 31, 2021; this includes having a physical location available that is licensed and certified by Health Standards Section (HSS) and the Fire Marshal, and certified to operate by the Office of Public Health (OPH) by this time.

Details of the Emergency CEA are in the Attached draft Cooperative Endeavor Agreement.

Referred Eligible Individuals

Referred eligible individuals to be initially placed at the ICF/IID are:

- (1) 23 individuals with intellectual and developmental disabilities who have complex needs and/or a history of high risk behavior including:
 - 15 male residents, and
 - 8 female residents;
- (2) Who do not have another identified placement,
- (3) Who need assistance with activities of daily living that can only be provided within an ICF/IID setting; AND
- (4) Who have been referred and/or approved by LDH to be served in an ICF/IID setting.

Goals of the CEA

The ICF/IID is to provide all necessary treatment, medical services, assistance with activities of daily living, and related and necessary services to the referred eligible individuals. The chosen ICF/IID would:

- Provide immediate placement for high risk individuals impacted by Hurricane Laura, for whom no other placement has been identified, and to assist with stabilization and transition to other community options (including private ICF/IID facilities or HCBS waiver settings);
- Provide placement for high risk individuals for whom no other placement can be identified as vacancies become available, and to assist with stabilization and transition to other community options; and
- Assist the Department in identifying systems level changes needed to most effectively support individuals with high risk behaviors, including need for short term stabilization and transition into other community options.

Reimbursement Rate/Per Diem Payment

The department anticipates the establishment of a capped per diem rate not to exceed Three Hundred Fifty-Two dollars and Eight/100 (\$352.08) Dollars per day, subject to approval from CMS.

Terms of the Cooperative Endeavor Agreement

Interested providers must be able to begin services for this population by **May 31, 2021**, this includes having a physical location available that is licensed and certified by Health Standards Section (HSS) and the Fire Marshal. The chosen ICF/IID facility(ies) must:

- Demonstrate experience with supporting individuals in the forensic population, individuals with high risk behavioral health issues, and individuals with intellectual / developmental disabilities
- Share cost reports associated with the CEA facilities to inform systems change/development of new services (if indicated) and meet identified floor calculations;
- Report on quality indicators associated with provision of services to individuals supported;
- Provide direct support staffing at an appropriate level to meet the needs of the individuals supported;
- Provide additional training to direct support staff to ensure meaningful engagement and appropriate interactions with the individuals supported; and
- Ensure engagement with appropriate behavioral health professionals to ensure support needs are met.
- Demonstrate the presence of an on-site clinical team that includes behavioral health professionals for prescribing of psychotropic medications and for therapeutic engagement.

2 ADMINISTRATIVE INFORMATION

2.1 RFI Coordinator.

Requests for copies of the RFI must be directed to the RFI coordinator listed below:

Julie Foster Hagan
628 N. 4th Street
Baton Rouge, LA 70802
Julie.Hagan@la.gov
Phone: 225-342-0095

This RFI has been posted to the LDH website and can be found at the following link: <https://ldh.la.gov/index.cfm/subhome/11>. Additionally, the information has been faxed to all ICF/IID facilities, and posted on LaPac (Louisiana Procurement and Contract Network).

2.2 Schedule of Events

Activity/Event	Date
Public notice of RFI	4/1/2021
Deadline for receipt of RFI	4/9/2021 at 4:30 p.m.
Notice for CEA Selection	4/16/2021
Begin Services	5/31/2021

NOTE: LDH reserves the right to deviate from this Schedule of Events at any time and without notice. All times noted in this RFI refer to Central Daylight Time (CDT) unless otherwise indicated.

2.3 Response Content

2.3.1 Executive Summary

The summary provided should introduce the scope of the response in as much detail as possible. At a minimum, it should include administrative information including the name of the responder's point of contact, their phone number, email address, and any other pertinent contact information. The summary should also include a brief recitation of the responder's qualifications and ability and willingness to meet, if not exceed, LDH's requirements as included herein. The summary must also include responses to the following:

- a. ICF/IID's name and address where the individuals will be supported,
- b. Floor plan or drawing of the ICF/IIDs where the individuals will be supported,
- c. Number of beds available in the ICF/IIDs where the individuals will be supported,
- d. Staffing/support capability at the ICF/IID where the individuals will be supported,
- e. Person(s) who would be designated to oversee operations at the ICF/IID; attach a C.V. of such person(s)

2.3.2 Corporate Background and Experience

Responders should give a brief description of its history, organizational structure, and number of years in business. Responders should also specifically describe their experience with projects of this type and scale and any experience gained from working with other states or corporate / governmental entities of comparable size and diversity.

2.3.3 Approach and Methodology

Responders should provide the approach and methodology that it will use to provide the services detailed in this RFI and in the attached draft CEA. Best practices garnered from previous experience with a similar scope of services should also be included.

2.4 Response Instructions

2.4.1 Response Submittal

Responders interested in providing information requested by this RFI must submit responses containing the information specified no later than the deadline for response to RFI as stated herein. The response to the RFI must be delivered at the responder's expense to the RFI coordinator **at the email address** provided in section 2.1 of the RFI.

The responses must be received by **electronic** copy only to Julie.Hagan@la.gov on or before **4:30 p.m., Friday, April 9, 2021**. Email submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Responders should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified herein.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

2.5 Additional Instructions and Notifications to Responders

2.5.1 RFI Addendum(a)/Cancellation

LDH reserves the right to revise any part of the RFI by issuing an addendum(a) to the RFI at any time. Issuance of this RFI, or subsequent addendum(a), if any, does not constitute a commitment by LDH or the State to issue an RFP or any other process resulting in award of a contract of any type or form. In addition, LDH may cancel this informal process at any time, without incurring any liability from responders or potential responders.

2.5.2 Ownership of Response

Any and all materials submitted in response to this RFI shall become the property of the State.

2.5.3 Cost of Preparation

LDH shall not be liable to any responders, or potential responders, for any costs incurred that are associated with developing a response, preparing for discussions, if any are held, or any other costs, that may be incurred by a responder or potential responder due to responding to this RFI.

ATTACHMENT: DRAFT CEA

LA Gov #

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN LOUISIANA DEPARTMENT OF HEALTH OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

AND

PROVIDER NAME

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as “CEA” or “Agreement”, is made and entered into this [Date] day of [Month] 2021 by and between the **LOUISIANA DEPARTMENT OF HEALTH, OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES** (hereinafter referred to as “OCDD” or “State” or “Agency”), represented herein by Julie Foster Hagan in her capacity as OCDD Assistant Secretary, and [Provider name] (hereinafter referred to as “Contracting Party” or “Contractor”), represented herein by [Provider Representative] in his/her capacity as [Representative Title]. For the purposes of this CEA, OCDD and Contractor shall generally be referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;

1.2 WHEREAS, OCDD has the legal authority to enter into this Agreement as evidenced by its governmental purpose of being responsible for the program and functions of the state relating to the care, training, treatment, and education of persons with intellectual disabilities, persons with developmental disabilities, and persons with autism in accordance with Louisiana Revised Statutes 36:258D;

1.3 WHEREAS, health-related services for Individuals with Intellectual Disabilities¹ who are living in Intermediate Care Facilities may be provided more cost-effectively through private providers, rather than through the existing state-operated facilities/community homes. For the purposes of this CEA, Intermediate Care Facilities for Individuals with Intellectual Disabilities (“ICF/IID”) are facilities for individuals with intellectual or developmental disabilities that are primarily for the diagnosis, treatment, or rehabilitation of the person and provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.4 WHEREAS, Louisiana Administrative Code Title 48, Chapter 125, Subchapter B, §12507 (N)(3) authorizes the use of a CEA when LDH intends to downsize the enrolled bed capacity of a State owned facility with 16 or more beds in order to develop one or more community homes, and the approved beds will be owned by the State, and for such downsizing, OCDD is authorized to provide Medicaid Facility Need Review (“FNR”) Approvals for such action.

1.5 WHEREAS, in conformity with the foregoing Code provisions, this CEA will authorize Contracting Party to provide services at two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds, for twenty-three people with intellectual and developmental disabilities at its facilities located at [location 1] and [location 2], through the use of existing state ICF/IID Medicaid Facility Need Review (FNR) Approvals, while LDH retains ownership of these approvals through the term of this Agreement.

1.6 WHEREAS, in furtherance of the public purpose underlying this CEA, this CEA will provide for ongoing oversight, data collection, and technical assistance by OCDD for the purpose of promoting the health, safety, quality of life, and desired outcomes for qualified residents admitted during the CEA period.

1.7 WHEREAS, an OCDD/private provider partnership will allow for ongoing oversight, data

¹ The term “Intermediate Care Facilities for Individuals with Intellectual Disabilities” may also be referred to as “Intermediate Care Facilities for Persons with Developmental Disabilities” for licensing purposes; see La. R.S. 40:2180.

collection and technical assistance by Agency for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the term of this CEA;

1.8 WHEREAS, OCDD has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE I
PREAMBLES

1.1 The foregoing preambles contained in 1.1 through 1.9 above, are accepted as true and correct and are incorporated herein by reference as if fully stated herein in their entirety.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

2.1 OCDD shall provide the use of a maximum of twenty-three (23) Medicaid Facility Need Review Approvals (“FNR’s”) to Contractor to facilitate Contractor’s operation and maintenance of two licensed and certified ICF/IID facilities (one facility being a 15-bed facility for men and one facility being an 8-bed facility for women), for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system, said servicing to be completed in Contractor’s licensed Intermediate Care Facilities for the Developmentally Disabled defined in Paragraph 1.5 above. OCDD will retain the ownership of such Medicaid FNR Approvals, which shall automatically revert back to OCDD at the expiration or earlier termination of this CEA. Contractor shall operate its facilities, and shall maintain the licenses, Medicaid certifications, and Medicaid provider agreements at said locations. Contractor acknowledges and agrees that it shall be solely responsible for procuring and maintaining any and all applicable mandated licenses and certifications for said facilities defined in this CEA, including but not limited to State licenses and federal certifications for ICF/IIDs. Contractor agrees to follow provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, attached hereto and made part herewith, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, attached hereto and made part herewith, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**, likewise attached hereto and made part herewith.

Anything to the contrary contained in this CEA notwithstanding, Contractor acknowledges and agrees that the total maximum number of Medicaid FNR approvals to be provided by OCDD to Contractor for the term of this CEA shall be twenty-three (23), which may only be utilized by Contractor at Contractor’s licensed facilities defined in Paragraph 1.5 of this CEA.

2.1.1 Should the license(s) for Contractor’s facility(ies) be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate as to that facility within thirty (30) days, during which time OCDD and Contractor shall effectuate an orderly and safe transfer of clients. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall revert back to OCDD.

2.1.2 Should the Medicaid agreement or Medicaid certification for Contractor’s facility(ies) defined in this CEA be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall automatically revert back to OCDD.

2.1.3 The Medicaid FNR Approvals shall not be transferred, assigned, moved, sold, or used for any purpose other than specified in this CEA. Failure to adhere to these provisions shall result in termination of this Agreement.

2.1.4 Contractor shall utilize the Medicaid FNR approvals only for qualified Medicaid recipients properly referred and/or approved by OCDD and properly admitted to the ICF/IDD facilities listed in this CEA.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal certification and State licensing and regulatory requirements, free from deficiencies. If at any time the Contractor fails to meet any licensing requirements, Medicaid requirements, or federal certification requirements, including any federal Conditions of Participation, the Contractor will be put on notice that failure to immediately conform to licensing

requirements, Medicaid requirements, and/or federal certification requirements, including federal Conditions of Participation, may result in early termination of this CEA.

- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. Contractor must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of this CEA.
- Provide opportunities as appropriate for community integration and community inclusion with individuals who do not have developmental disabilities, including vocational opportunities in accordance with licensing, Medicaid, and/or federal certification requirements.
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of this CEA, prior to commencing services. Additionally, the Contractor shall provide documentation of financial resources and financial stability periodically upon the request of OCDD throughout the term of this CEA. Contractor will be subject to requirements for ensuring costs are provided directly to patient care.
- Provide services for 23 former residents of Robinswood School, for whom no other private ICF/IID provider is able to provide support, at the facilities described in this Agreement. Contracting Party will serve individuals who have significant behavioral health and high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. The behavioral health/high risk needs of the individuals may include, but not be limited to, specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. As these individuals transition to less intensive community based options and vacancies become available, Contractor will be required to accept admissions from OCDD who meet the profile indicated above and for whom no other appropriate placement is identified.
- Admit and provide such services only to clients/residents that are referred and/or approved by OCDD to the Contractors' facilities.
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of this CEA.
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the CEA, including but not limited to the following areas: higher credentialed staff, extensive experience working with individuals with behavioral health/high risk needs, and/or higher credentialed supervisory staff.
- Document an established relationship with a range of qualified professionals who will serve the twenty-three (23) persons in Contractor's facilities and have the experience to do so for the term of this CEA. As part of this relationship, the Contracting Party will assure that these professionals deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consistent with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of this CEA that meets all licensing requirements, Medicaid requirements, and certification requirements, prior to commencing services under this CEA. Additionally, Contractor shall provide training program documentation periodically upon request of OCDD throughout the term of this CEA.
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of this CEA, prior to commencing services by providing all practices / policies to CEA Monitor. Additionally, Contractor shall provide such documentation periodically upon request of OCDD throughout the term of this CEA to include clinical documentation and review as requested by OCDD's Clinical Team.
- Continue to meet the criteria established in Attachment D "Procedures for Admission, Discharge & Monitoring" for all admissions and discharges for these beds for the term of this CEA.
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting, including but not limited to the following:
 - a. Specified behavioral incident data per individual
 - b. Restrictive practices including restraint
 - c. Psychotropic medication usage, routine and emergent use;
 - d. Emergency room visits; and
 - e. In-patient hospitalizations
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by OCDD.

- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contractor's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this CEA and is made a part hereof by reference.
- Be properly licensed to do business in Louisiana and will maintain certification of good standing with the Secretary of State for the term of the CEA.
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet licensing requirements, Medicaid requirements, and federal certification requirements.
- Assume responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds.
- Implement and maintain for the term of this CEA an Emergency Preparedness and Evacuation Plan that conforms to licensing requirements, Medicaid requirements, and federal certification requirements.

2.3. Performance Measures: Contractor will follow and participate in the quality management process detailed in Attachments A, B, D, D-1 and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually, the Contractor's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this CEA. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility's quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facility's response to problems or crises which may arise for the resident; (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s): Disclosure and Certification Statement (Attachment C), which is attached hereto and made a part hereof by reference must be fully completed, dated, and executed by a duly-authorized representative of the Contractor. Additionally, a copy of the signature authorization for the authorized representative signing on behalf of Contractor shall be attached thereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless Contractor submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. Contractor shall provide written reports quarterly to OCDD concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contractor's performance of its obligations, as provided for in this CEA, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III **CONTRACT MONITORING**

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State's

Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made (including clinical feedback as appropriate);
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed.
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.
5. Alert OCDD Assistant Secretary to any concerns needing additional action/support.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to

attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party's and any assistance which may be needed to resolve the situation.

3.5 The Contract Monitor shall approve all admissions to the facilities, ensuring that all other community based placement options have been explored prior to admission. Upon notification of a vacancy, the Contract Monitor shall work with OCDD Central Office and Pinecrest regarding placement needs for individuals who meet the criteria in this Agreement.

Article IV Payment Terms

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of this Cooperative Endeavor Agreement. The facilities shall be enrolled in Louisiana Medicaid and shall remit claims for payment/reimbursement through LDH's Medicaid program as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facility, or any special rate applicable to ICFs/IID defined in this CEA.

4.1.1 Because the individuals served in this CEA are identified as individuals who cannot be served in the traditional ICF/ IID system due to their complex behavioral support needs and high risk behavior, a specialty rate will be established for each facility. The specialty rate will be subject to the following accountability measures:

(a) A facility wide direct care and care related spending floor (floor) will be established at 70% from the initiation of the CEA through June 30, 2021 and no less than 70% but no greater than 94% of the direct care and care related portion of the CEA per diem rate direct care and care related payment from July 1, 2021 through the conclusion of the CEA; this percentage will be evaluated following review and analysis of the cost report information. The direct care and care related portion of the CEA rate will be calculated using the same direct care and care related percentages as the pervasive level of care for the applicable peer group. The department will allow direct care worker training as it relates to the special training needed for these types of clients to be included in the per diem calculation.

(b) The final floor percentage will be solely determined by the department and made.

(c) The floor requirement will be applied to each cost reporting period in which the facility receives a specialty rate. Once care-related and direct care costs for inclusion in the floor are identified, Contractor is responsible for reporting this information on all cost reports. Contractor is required to remit to the Louisiana Department of Health (LDH) any difference between the direct care and care related per diem cost and the applicable facility floor per diem multiplied by the number of facility Medicaid days paid during the applicable cost reporting period. In no case shall the Contractor have total facility payments reduced to less than 104 percent of the total facility cost as a result of imposition of the floor. This remittance shall be payable to the bureau upon submission of the cost report. If upon audit/review, any additional recoupment is deemed to be owed as a result of a facility not meeting the direct care and care related floor, the recoupment is considered due to LDH upon the issuance of the original Notice of Determination. Should an informal reconsideration be requested, the recoupment will be considered due upon the issuance of the results of an informal hearing. The filing of a timely and adequate notice of an administrative appeal does not suspend the imposition of a recoupment(s). In the event the facility closes or the CEA terminates; the department reserves the right to pursue the recoupment owed from other [Provider] Owned or Managed Facilities enrolled in the Louisiana Medicaid program.

(d) The facility will be required to submit short period, provider specific cost schedules and supporting documentation as determined by the department for three (3) consecutive months of operation with the last month ending prior to July 1, 2021. These short period, provider specific cost schedules and supporting documentation will be utilized in the department's consideration of the direct care and care related floor percentage and relevant activities for inclusion on the cost report. Annual Cost reports must be prepared in accordance with cost reporting instructions adopted by the bureau and must follow requirements and timelines outlined in LAC Title 50, Part VII, subpart 3, Chapter 329."

4.1.2 The Contractor shall only submit claims for Medicaid reimbursement for clients/residents referred and/or approved by OCDD.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this CEA will not be allowed for expenditures occurring between the OCDD and the Contractor as part of this CEA.

4.4 Taxes: There are no payments or exchange of funds between the OCDD and Contractor, therefore tax payments do not apply

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contractor in performance of this CEA shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties, and subject to a formal amendment to this CEA signed by both Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 In addition to the provisions of termination related to loss of license, loss of federal certification or loss of Medicaid Agreement in Article II, the State may also terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of this CEA; provided that the State shall give the Contractor written notice specifying the Contracting Party’s failure. If within thirty (30) days following receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the agreement shall terminate on the date specified in such notice. The State may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contractor to comply with the terms and conditions of this CEA; provided that the State and/or Agency shall give the Contractor written notice specifying the Contractor’s failure and a reasonable opportunity for the Contractor to cure the defect.

5.2 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 Contracting Party shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate this CEA at any time by giving forty-five (45) days’ written notice to the Contractor. The Contractor shall be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

6.2 Contractor may terminate the CEA at any time by giving ninety (90) days written notice to OCDD. Contractor shall be required to continue operations for up to ninety (90) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including 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 CEA. All work product including records, reports, documents, or other material related to this CEA and/or obtained or prepared by the Contractor in connection with 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 CEA. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this CEA, and finally at the end of this engagement, the State shall have the right to require the Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this CEA within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contractor and shall not be shared with any other entity without the express consent of the State and/or Agency.

ARTICLE VIII
ASSIGNMENT

8.1 The Contractor shall not assign any interest in this CEA and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided

however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR’S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration’s auditors shall have the option of auditing all records and accounts of the Contractor which relate to this CEA.

9.2 The Contractor and any subcontractors paid under this CEA shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this CEA, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this CEA shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this CEA.

ARTICLE XI
TERM OF CONTRACT

11.1 This term of this CEA is for a maximum four-year term and shall begin on **[beginning term date]** and shall expire on **[end term date]**, unless terminated earlier as provided for in Articles V and VI. This CEA is conditioned upon the approval of the director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans’ Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this CEA.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contractor’s Insurance: The Contractor shall not commence work under this CEA until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with OCDD for approval. The Contractor shall not allow any subcontractors to commence work until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of OCDD before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days’ notice in advance to OCDD and consented to by the OCDD in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of 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.

- **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

- **Commercial General Liability**

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

- **Automobile Liability**

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

- **Professional Liability (Errors and Omissions) Coverage**

Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.

- **Medical malpractice coverage** for health care professionals providing services the residents.

13.3 Deductibles and Self-Insured Retentions

The Contractor shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. 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.
- b. The insurance companies issuing the policies shall have no recourse against State, LDH, or OCDD for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers

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

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

13.6 Verification of Coverage

Contractor shall furnish LDH 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 OCDD before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OCDD, 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 CEA.

13.7 Workers' Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, LDH, OCDD, 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 LDH, OCDD and 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 LDH, OPH and 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.

13.8 Indemnification/Hold Harmless Agreement

The Contractor shall indemnify, save, and hold harmless the LDH, OCDD and State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the LDH, OCDD or State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the LDH, OCDD or State and/or Agency’s fees and costs of litigation, including, but not limited to, reasonable attorney fees, and expert witness fees. The Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this CEA.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance

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. OCDD reserves the right to request copies of subcontractor’s certificates at any time.

13.10 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State may, in addition to other remedies available to it 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This CEA, including any attachments that are expressly referred to in this CEA, contains the entire agreement between the Parties and supersedes any and all agreements or contracts previously entered into between the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. This CEA may be modified or amended at any time by mutual consent of the Parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE

17.1 Both Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this CEA.

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither Party to this CEA shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this CEA who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this CEA herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this CEA, and neither Party is or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contractor expressly agree that the Contractor is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contractor or to anyone employed by the Contractor for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this CEA, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CEA. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this CEA without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this CEA, refrain from a boycott of Israel. The State reserves the right to terminate this CEA if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this CEA.

ARTICLE XXIV
NOTICES

24.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery via nationally recognized overnight courier (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

<i>If Notice to LDH:</i>	[Provider representative]
Michael Kelly, Program Manager	[Provider representative title]
Office for Citizens with Developmental	[Provider Name]
Disabilities	[Provider Address 1]
45439 Live Oak Drive	[Provider Address 2]
Hammond, LA 70401	

If Notice to Contractor:

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1. Any change in the mailing address or contact person of the Contractor is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIII
STATE AND FEDERAL FUNDING REQUIREMENTS

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

ARTICLE XXIV
ATTACHMENTS AND EXHIBITS

24.1 A listing of Attachments and Exhibits to this CEA are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

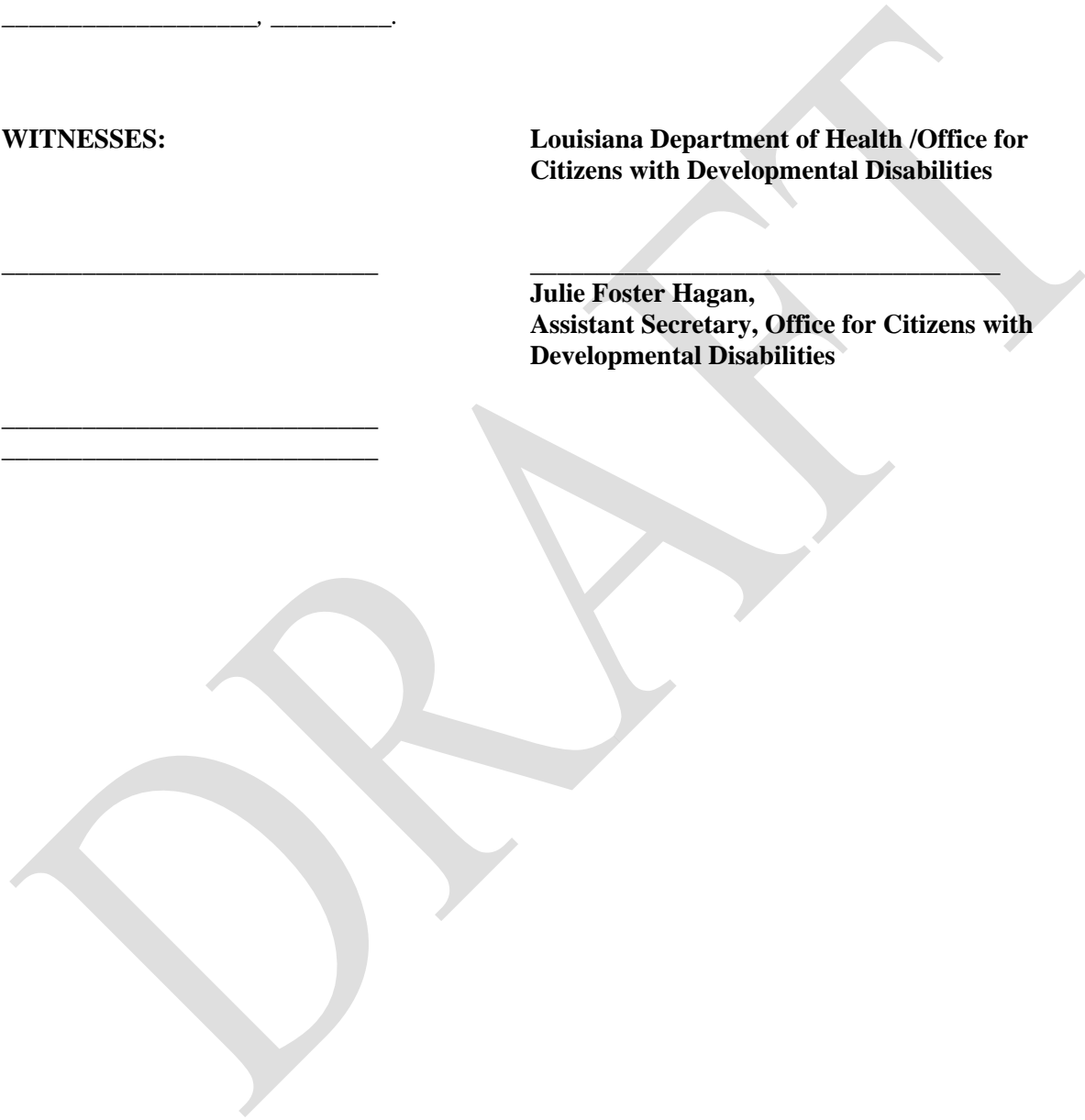
[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:	[Provider Name]
_____	_____
_____	[Provider Representative, Representative Title]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:	Louisiana Department of Health /Office for Citizens with Developmental Disabilities
_____	_____
_____	Julie Foster Hagan, Assistant Secretary, Office for Citizens with Developmental Disabilities



ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: [Provider Name]
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain 23 ICF/IID beds total at these locations: [Location 1] , and [Location 2] .
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)	
<p>[Provider] will operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. Individuals supported at the time of the implementation of the CEA have specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. The Contracting Party will assure access to professionals that deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.</p>	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>).	
<p>Establish, operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds for up to twenty-three (23) adults at these locations: [Facility 1] (8 bed facility for women) located at [Location 1] and the [Facility 2] (15 bed facility for men) located at [Location 2].</p> <p>Provide active treatment and evidenced based behavioral support/behavioral health treatment to achieve stability for individuals with complex needs</p>	

3. Relevant Activity (Activities) *(An activity is a distinct subset of functions or services within a program.)*

Arrange all necessary tasks necessary for the operation of the ICF/IID beds.

Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility.

The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section.

Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys.

Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy;

Obtain certification for Medicaid and obtain Medicaid provider agreement for each facility listed in this CEA.

Continue enrollment with Louisiana Medicaid to maintain vendor number for payment.

During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section and the Louisiana Medicaid Program showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing and certification reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the *“Office for Citizens with Developmental Disabilities – Partnership in Quality Services”* process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party:

Contracting Party’s Mailing Address:

Organization Type:

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

- ☒ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

[Provider Representative], [Representative Title]
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

CEA Admission / Discharge, Monitoring and Transition Support

**PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE
[PROVIDER NAME] COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility, the CEA Provider will notify the Contract Monitor with written information about the home, including but not limited to age and gender, with the available vacancy.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise the OCDD Regional Operations Director of the vacancy.	Program Manager	Within 5 working days of notification.
4.	Regional Operations Director will review current crisis referrals to determine if any meet the profile for admission. If identified, the person will be sent to the CEA Provider for admission. If none identified, the Director will continue to consider any new crisis referrals for placement.	Contract Monitor	Upon notification.

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office. This collaborative effort includes notification to the Contract Monitor when the CEA provider determines that the person is ready to transition to a less intensive placement option; what the ID Team recommendation is for placement, including waiver or ICF, and preferred region for transition; and current behavioral health status and support needs.	CEA Provider, Contract Monitor, OCDD Central Office staff	At time person is identified as ready to transition
2.	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to OCDD Deputy Assistant Secretary regarding whether transition is appropriate at this time. Deputy Assistant Secretary will provide final determination on transition or additional needs. CEA Monitor will work with CEA provider and applicable other parties, such as Local Governing Entities, support coordination agency, and provider agency person is transitioning to in order ensure a smooth transition. OCDD Central Office will also be engaged as needed to assist. CEA Provider may not move forward with discharge until response from CEA Monitor is received.	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.

3.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.
4.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING

#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received. Review the quarterly progress report and consult with OCDD Clinical staff on information pertaining to clinical aspects of the program.	Contract Monitor / OCDD Clinical Staff	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly

7.	Review all reporting / documentation guidelines as noted in attachment D-2. Consult with OCDD Clinical staff on at least a quarterly basis on clinical elements of quality monitoring. Provide ongoing feedback to Contractor on data analysis and identification of positive / negative trends with aggregate data.	Contract Monitor / OCDD Clinical Staff	Minimum of Quarterly
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DRAFT

Contract Monitor Quarterly Summary – Year ____

Updated: 11/14/13

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL's in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

DRAFT

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community/group home facilities.

Due as Indicated*Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)*

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in Statewide Incident Management System (SIMS), SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse/Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer/Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement/Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver

responsible for care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse/neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement/Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus)
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error)
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers
- **Major Injury** – an incident resulting in fracture/dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture/staple; head trauma/concussions; or other significant injury requiring medical intervention
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression)
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician
- **Aspiration Pneumonia** – as diagnosed by treating physician
- **Choking** – total occlusion of the airway by a foreign object

- Falls – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- Person to Person Altercations – any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- PICA – ingestion of foreign object; attempts that are blocked do not need to be reported
- Bowel Obstruction – as diagnosed by treating physician
- Loss/Destruction of home – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment
- Involvement with law enforcement – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime)
- Consumer/Family Complaint – any incident in which a family member or consumer reports a complaint to the agency

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ Current list of all staff, including professional level and licensed staff, subject to the CEA (full-time, part-time, and contract staff)
- ☐ Staffing schedule – most recent 2 weeks staffing schedule for direct support staff
- ☐ List of trainings conducted with staff during the reporting quarter, including name of training and number of hours
- ☐ Current client listing by home

- ☐ Summary of findings and actions taken as a result of agency's quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - ☐ Abuse/Neglect Policy
 - ☐ Emergency Planning Policy
 - ☐ Incident Management Policy
 - ☐ Emergency Evacuation Agreement and Plan
 - ☐ Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List

THE HARMONY CENTER, INCORPORATED

Submits to

**State of Louisiana
Department of Health
Office for Citizens with Developmental Disabilities**

In Response to The

Request For Information

An Intermediate Care Facility for Individuals with Developmental Disabilities to provide treatment, medical services, assistance with activities of daily living, and related services to individuals with Developmental Disabilities with complex or high risk needs who are referred and/or approved for such services by the Louisiana Department of Health

**Submitted by:
Harmony Center, Inc.
2736 Florida Boulevard
Baton Rouge, Louisiana 70802**

April 9, 2021

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TABLE OF ATTACHMENTS

Attachment A: Program Plan

Attachment B: Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Attachment C: Disclosure and Certification Statement

Attachment D: CEA Admission/Discharge, Monitoring and Transition Support

•Attachment D-1: Contract Monitor Quarterly Summary-Year

•Attachment D-2: Reporting/Documentation Requirements for CEA Facilities

Attachment E: Attachments and Exhibits List

Attachment F: Organizational Chart

2.3.1 Executive Summary

IDENTIFYING INFORMATION:

Full Legal Name & Mailing Address:	The Harmony Center, Inc. (HCI) 2736 Florida Boulevard Baton Rouge, La 70802 (225) 383-9139
Facility Municipal Address:	168-170 W. Washington Street Baton Rouge, La 70802 (225) 256-0086 (225) 256-1219
Authorized Signatures:	Collis B. Temple, Jr. Chief Executive Officer (225) 383-9139 Fax: (225) 336-5409 Soundra Temple Johnson Assistant Executive Director (225) 383-9139 Fax: (225) 336-5409 Wanda Reed Director of Residential Services (225) 383-9139 Fax: (225) 336-5409

Program

The Harmony Center's HTS III & A.B. Horn facilities are existing structures. Both facilities have licenses/fire and health inspections. HTS III has the capacity for fifty (50) beds and A.B. Horn has the capacity for eight (8) beds. These facilities have been completely renovated and furnished and is prepared to accommodate the individuals in question for placement. Our agency currently meets all federal, state, and local requirements including the American for Disability Acts and OSHA requirements.

The intent of these facilities is to house 15 men and 8 women who were former residents of Robinswood Treatment Facility. HCI will serve individuals who have significant behavioral health and high risk (i.e., criminal-like) behaviors which results in previous interface with the judicial system. The behavioral health/high risk needs of the individuals may include, but not limited to, specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. As these individuals transition to less intensive community based options and vacancies become available, contracting party will be required to accept admissions from LDH/OCDD who meet the profile indicated above and for whom no other appropriate placement is identified.

HCI stipulates that this information is valid for at least thirty (30) days from the date of submission. Based on this solicitations identified needs, HCI will provide licensed facilities for adults ages 18 and over.

HTS III will be one of eighteen (18) programs under the umbrella of it's parent agency Harmony Center, Inc. (HCI). The Harmony Center, Inc. has been in existence for forty-two (42) years. The founders, Collis B. Temple, Jr. and Soundra Temple-Johnson still operate as the Chief Executive Office and the Assistant Executive Director respectively. Since its inception, HCI has grown in size and scope and now provides various residential and community-based services to a very diverse population. As such, HCI receives funding from four (4) different funding agencies. This provides leverage and allows HCI to continue operations if funding one agency is delayed for any reason.

CAPABILITY STATEMENT

1. Organization Name:

The Harmony Center, Inc.

Proposed Facilities:

The proposed facilities are:

HTS III and A.B. Horn

Locations: Baton Rouge, Louisiana

2. Date Organization became Operational

Harmony Center, Inc. was opened January 15, 1978

The proposed facilities will be open, licensed and ready for occupancy by May 1, 2021.

3. Evidence of Currently Licensed Residential Services:

The Harmony Center, Inc. Currently operates 11 Intermediate Care facilities for the Developmentally Disabled (ICF/DD). These facilities, their location and license numbers are listed below:

- A. Bedford Community Home
354 Bedford Street
Baton Rouge, La 70805
License #: 477
- B. Goudchaux Community Home
1536 Goudchaux Street
Baton Rouge, La 70802
License #: 488
- C. Convention Community Home
1248 Convention Street
Baton Rouge, La 70802
License #: 487
- D. East Drive Community Home
428 East Drive
Baton Rouge, La 70806
License #: 469
- E. Elissalde Drive Community Home
419 S. 21st Street
Baton Rouge, La 70802

License #: 476

- F. Florida Street Community Home
1244 Florida Blvd.
Baton Rouge, La 70802
License #: 794
- G. Harmony II Group Home
2241 Elissalde Street
Baton Rouge, La 70808
License #: 382
- H. Riley Community Home
2550 Fairfields Ave.
Baton Rouge, La 70805
License #: 765
- I. Tommy Mason Community Home
125 North 13th Street
Baton Rouge, La 70802
License #: 805
- J. C.B.'s Place
1551 C.B. Temple, Sr. Rd.
Kentwood, La 70444
License #: 1004
- K. Smith & Cook Community Home
70223 North Rainey Street
Tangipahoa, La 70444
License #: 1003

HCI currently operates one group home for adjudicated youth and foster children through the Office of Juvenile Justice and Department of Children and Family Services/Licensing:

- A. Harmony III Group Home
1246 Laurel Street
Baton Rouge, La 70802
License #: 2117

HCI currently operates two secure supervised transitional living facilities through LDH/OBH for forensic clients:

- A. Harmony Transitional Services 1 - 65 Forensic Clients
4914 McClelland Drive
Baton Rouge, La 70805
License #: 01
- B. Harmony Transitional Services 2 - Currently 30 Forensic Clients
4660 Convention Street
Baton Rouge, La
License #: 03

One Supervised Transitional Living facility through LDH/OBH for clients that stepdown from HTS 1 or HTS 2

- A. Villa - 25 Forensic Clients
3535 North Street
Baton Rouge, La 70802

HCI also operates one Intensive Outpatient Program to treat adults with chronic mental illness:

- A. Accord Rehabilitation
11764 Haymarket Avenue
Baton Rouge, La 70816

HCI also monitors and supervises adults with chronic mental illness in the community.

- B. A total of 30 Supervised Apartments throughout the community

4. **Business Plan**
Attachments A through E of CEA template attachment II

5. **Description of Current Business**

The Harmony Center, Inc. provides services to foster children and teens, to adjudicated youth, to adults who are intellectually disabled and to mentally ill adults. Our program of active treatment are provided to residents in community homes, group homes, transitional living program, intensive outpatient psychotherapy program. HCI has 25 years of forensic experience. We have maintained a sole source contract with OBH for over 23 years providing intensive residential treatment as well as a wide codrey of therapeutic

services to more than 1,000 forensic clients. This service has been provided in conjunction with the over-site of Dr. John Thompson, the head of Forensic Services at ELMHS. A group of mental health professionals including a number of psychiatric DFC's, a forensic legal team with oversight with District Judges that help negotiate the exit strategy required for individuals to have a safe transition back into mainstream society.

Please be reminded that we are fortunate enough not to have had any major occurrences involving these individuals that have been in our care. All of whom have at one time or another exhibited high risk behavior issues.

The services offered to our residents cover a multiplicity of services which are geared to meet the individual needs of each resident. Examples:

- General and specialized medical services including on staff psychiatric services
- Psychological services including evaluations, mental health therapy, behavior management and modification
- In-home active treatment training designed to increase personal independence
- Therapy including individual, group and family
- Education services, public and private. Elementary to college and GED. We also offer tutoring.
- Speech therapy
- Occupational therapy
- Nursing services
- Trained social workers for every resident
- Vocational and or employment services based on need
- Mental health rehab services available to any resident based on need
- Recreation, planned and leisure time
- Dietary services utilizing a licensed dietician and specialized menus based on medical needs.
- Transportation for all services
- Adequate food, clothing and comfortable shelter
- Trained staff provides 24 hour per day awake supervision who maintain staff to client ratios required by federal and state regulatory standards. We have an onsite clinical team that includes; CMA, Psych Nurse, Referring Psychiatrists, Psych techs that are CMA certified and LCSW's. We also conduct in-home trainings as needed.

6. **Number of Consumers Served - 2019-2020**

The numbers included are approximately within 10% of actual numbers

ICF/DD Adults	125
and Teens	
Adjudicated Youth	80

Mentally Ill Men	<u>160</u>
	365

IOP - Intensive Outpatient Psychotherapy - 200

30 Supervised Forensic Individuals in Community Housing

7. **Person Centered Planning**

Upon admission every new resident participates in a variety of evaluations and assessments to determine what their strengths and weaknesses are. It is based on these assessments that the team determines which services are to be provided and how they shall be made available to residents. Although these procedures have always been a part of Harmony's protocol a significant impact on the agency's social services staffs skill development occurred during our involvement with Gary W class members. Person centered planning has continued to be a part of the work that we engage in with every resident we serve. The resident, their family or advocate, our staff, any agency representing and all persons who evaluate residents in anticipation of identifying any weaknesses or needs which should be addressed in their professional skill areas.

8. **Curriculum for Training Staff**

Each staff person is fully trained and required to participate in routine inservice and staff meetings in order to provide the maximum quality services to residents. All Direct Care

Staff, Managers and Counselors receive a minimum of 40 hours of in-service trainings annually. Each training session is developed and taught by professionals and is geared toward improving the staff's ability to provide services to residents. The general in-service training includes:

- | | |
|---|---|
| -Employee Orientation | -Fire & Safety and the Emergency Disaster Plans |
| -First Aid/CPR | -Training the Trainers |
| -General Behavior Management | -Preventing Abuse & Neglect |
| -Medical Emergencies | -AIDS Awareness |
| -Nutrition and Dietary | -Medication Self-Administration/Seizure Mgt. |
| -On-the-Job Training | -OYS Incident Reporting |
| -Physical Management of Aggressive Behaviors/ | -Cultural Diversity |
| Gentle Teaching and the | -Suicide Prevention |
| Culture of Care | -Preventing Chemical Dependency |

Specialized training related to individual behavior plans, and unique needs of each resident will be provided to staff by the social worker/QIDP and other professionals as needed.

9. Description of Staff Ratio and Organizational Chart

The Directors of The Harmony Center, Inc. Have assured the community of their intent to employ sufficient numbers of qualified people and to grant them the authority to provide administrative, fiscal, programmatic, record keeping, and supervisory leadership in order to implement the treatment goals of the agency.

It is the duty of the administrative team to seek and employ those most qualified for each individual task and to take steps necessary to retrain good staff through our strong system of reward and discipline.

All staff are hired on the basis of professional qualifications, education in their particular field, and professional degrees in the particular discipline in which they function,

as well as on the basis of references from past employers and others as indicated. All staff persons receive a letter of employment at the time of hiring, which stipulates the conditions of employment and defines the job to be done. Each employee must submit to a criminal records check, annual physical examination and drug testing. All staff must provide the agency with a current drivers license, record of graduation, and other pre-employment prerequisites to be placed in the personnel file and to be updated as necessary. Direct care staff persons report to the Manager, the Manager and Counselors report to the Director of Residential Services, and the Director of Residential Services reports to the Executive Director.

The basic staffing patterns will provide a minimum of two-five (2-5) staff on duty during awake hours while residents are at home. The staffing pattern will be a minimum of 1 to 4 during sleeping hours. One-on-one staff shall be made available based on resident needs. We provide responsible staff on duty and awake 24 hours a day to take prompt and appropriate actions as needed.

Key program staff are scheduled for significant presence during evenings, weekends, and holidays. Home managers are scheduled to be on 24 hour on call emergency back-up system, utilizing a beeper procedure. The Home Manager shall have experience working with intellectually and developmentally disabled persons.

The administrators have demonstrated a keen interest in continuing to provide services to persons with special needs. Resumes, and job descriptions are available on request. In addition an organizational chart is included in the attachment section of this proposal.

Each home has a manager and an assistant manager. Direct care staff who implement the program report to the managers.

The manager is responsible for the overall operation of the home. He/she assures that residents services are in place and that the home is functioning in the best interest of each resident and according to agency policies and procedures. The manager reports to one of two designated program directors. The social worker/QIDP designs the plan of services based on decisions of the Interdisciplinary Team. He or she works with the manager and other service providers to assure that services are provided in the manner, quality and frequency agreed on by the team. The QIDP also monitors the training and services and makes changes when needed and trains all staff as needed.

10. Experience Working with the Population Identified in the RFI

Harmony Center, Inc. has provided services to Intellectually and Developmentally Disabled adolescent and adults since 1979. We initially worked with teens and young adults who were mildly disabled but who also experienced behavior problems. In 1986 we began working with Gary W. clients who had more severe intellectual and developmental disabilities and were also dually diagnosed “mental illness and retardation-moderate to profound”. Our current population of Title 19 residents include a broad range. Almost all are dually diagnosed with the secondary diagnoses being mental illness, extreme medical involvement and deaf or hearing impaired. We employ a strong social work staff with many years of experience including BSW’s, MSW’s and LCSW’s.

Specialized needs are identified by medical and other professionals. In addition however medically involved or fragile residents are offered very special attention through the

cross monitoring provided by our nursing staff, dietician, pharmacist and QIDP. The frequency of in person observation and communication between home staff and these professionals enables us to address potential problems quickly. At least one of our psychiatrists visits our agency once per week. In addition we have immediate access to our psychologists. Those two contacts and again the QIDP and frequent nursing staff interaction with home staff enables the agency to address problems early and gives us the opportunity to make the appropriate intervention..

One other factor that contributes to Harmony's successful support to our Title 19 residents is the experience of our management and professional staff. Finally administration and management helps to coordinate and support the staff and teams working with each resident by communicating regularly through Home Manager/Social Worker meetings every two weeks. Social worker meeting are held monthly, and home staff meeting every two weeks. Residents meet every two weeks and staffings on each resident are held at varying times depending on the home and resident. Staffings may be held one time every two weeks one time per month or as needed.

11. Community Collaborations

The facility is located in an area where the community is accepting. Staff have established great working relationships with community partners. We are sensitive to the needs of residents of different races or who have a religious beliefs and practices. Staff, through training, are constantly reminded of the need to be sensitive to the cultures that may be different from theirs.

Other different or more specialized services may be provided based on the determination

of the Indetermination of the Interdisciplinary Team. Frequency of each service is determined by the ID Team. All services made available to residents will assure that they are provided in a culturally competent manner.

Off site or Community based services are also immediately available for HCI residents. Because Harmony Center has operated in Baton Rouge for more than 42 years, a lot of relationships have been established. Collaborations include but is not limited to the following:

- Baton Rouge Mental Health Center
- Capital Area Center for Addictive Disorders
- Office of Probation and Parole
- Forensic Aftercare
- Care South
- Margaret Dumas
- Office of Juvenile Justice
- Department of Children and Family Services
- Bridge Center for Hope
- Our Lady of the Lake-TAU Center

12. Administrative and Fiscal Management

Harmony Center has forty-two years of experience in fiscal management based on generally accepted accounting principles. As such our accounting department has the capacity to generate all of the reports necessary to assure that funds are accurately maintained, monitored and reported. An annual/monthly fiscal report can be made available to the various reporting entities as simple or as complex as is necessary for this proposal. The annual independent audit shall be prepared by a Certified and Public Accountant. A copy of the audit shall be provided to the licensing agency in the time frame required. Funding Management shall be provided by an experienced accountant.

Budget revision or contract amendment shall be requested and completed in accordance with

requirements of the Louisiana Department of Health (LDH). Harmony Center shall provide LDH all information necessary to inform funding sources about the effective implementation of goals and objectives and outcomes of the program. In addition reports will fully reflect the efficient use and expenditures of LDH funds. Documentation of such shall be incorporated in detailed narrative annual reports.

Harmony Center has the technology to modify it's existing database. The modified database will incorporate all service information and all follow up contacts. It will have the capacity to adhere to information requirements of most federal regulatory requirements.

The administrators of Harmony Center, Inc. are fully aware of the expenses required to develop a new community home. It is our intention to provide necessary start up costs, home furnishing and equipment, client care, staff salaries, and training expenditures until such time as funding is received.

We are mindful that the process of admitting residents and receiving payment for services provided in a community home requires approximately three months for completion. During that time, we will provide quality service to all residents of the Community Home.

The Harmony Center, Inc. has the capital and cash flow that will enable us to operate several programs from the initial development phase through receipt of funding. It is our intention to fund this project with cash reserves held in a Certificate of Deposit at Liberty Bank and Trust Company of Baton Rouge, Louisiana.

With periodic review from our CPA firm, our qualified accounting staff adequately implements generally accepted accounting principles. Our financial stability and qualifications have been verified again and again by positive State Internal Audits and annual external audits which are

conducted by independent CPA firms.

The agency's most recent completed audit is available upon request.

The Harmony Center, Inc. is a private non-profit corporation. It has financial resources and lines of credit which will enable this facility to operate until funding of this proposal is available for us.

Quarterly progress reports will be completed by the lead professional. The reports shall describe the activities which each resident is involved in and shall include the level of progress being achieved.

Harmony shall also provide program performance and budgetary reports to the appropriate LDH division. Program performance reports shall also be given to persons who have a need to know at least quarterly.

The pages that follow include the organizational units of this agency and the action plan for start up matrix. Included in the attachments are organizational charts of the agency and letter of tax exempt status.

2.3.2 Corporate Background and Experience

The Harmony Center, Inc is a private, non-profit corporation which offers a large array of services to individuals who have been abused and/or neglected, individuals with behavioral and/or emotional disturbance, persons with developmental, intellectual, and/or physical disabilities, individuals who have a history of involvement with the Louisiana juvenile correctional system and individuals who are severely mentally ill. The agency's tax identification number is **72-0829968**.

The Harmony Center, Incorporated was founded in January 1978 to aid young men in preparing for their futures. The Center has provided residential living, counseling, basic care,

education, vocational training, job placement and medical treatment for over 9,000 residents in the last forty-two (42) years. Many of the young men and women, who resided at the Center for an average of two years each, have gone on to become fully contributing, tax paying members of our community.

The administrators of Harmony Center, Inc. recognize that the field of human service delivery is not static. As such, the agency endeavors to hold constant its goals while adapting to include the latest state-of-the-art-techniques for serving our diverse population. Harmony Center, Inc. is committed to growth consistent with the community needs and the State's plan for services.

The administrative office of Harmony Center, Inc. is located at 2736 Florida Boulevard in downtown Baton Rouge, Louisiana, 70802. The agency presently has eighteen (18) program sites throughout southeast Louisiana. Fifteen (15) residential sites and one (1) day habilitation program are located throughout East Baton Rouge parish, two (2) community homes and a day habilitation program in Tangipahoa parish. The agency provides employment to 283 trained individuals. Many of whom have been employed for 21 years or more. The organizational chart and organizational units are included in the attachments.

We currently provide residential services, contractually, or through provider agreements through the Department of Children and Family Services, Department of Corrections-Office of Juvenile Justice, Louisiana Department of Health-Office for Citizens with Developmental Disabilities, and the Louisiana Department of Health-Office of Behavioral Health.

The Harmony Center has stood the test of time and the directors' abilities are proven. They have successfully operated numerous group homes, community homes, residential facilities and other community-based programs throughout southeast Louisiana. Their ability to organize and

implement programs efficiently and effectively, and monitor, train, and hold staff accountable, have been demonstrated repeatedly. In prior years, based on successful program operations, the assistant executive director was chosen to serve on numerous task forces as the Provider Representative for the Office of Community Services and the Office of Citizens with Developmental Disabilities. The Office of Juvenile Justice referred other providers to her for technical support.

2.3.3 Approach and Methodology

1. Admission Procedure

On condition of a vacancy at the Facility, written documentation about the home, including age and gender, will be provided to the Facility's contract monitor by available vacancy. Once the Facility advises the Contract Monitor of a vacancy, the Contract Monitor will inform the central Office/program manager of the vacancy within two working days. Authorization of filling the vacancy will come from Central/Office (Program manager and Deputy Assistant Secretary) or guide the OCDD Regional Operations Director of vacancies within five working days. The Regional Operations Director will evaluate present crisis referrals to determine if any meet the profile for admission. On the condition they meet the profile, they will be sent to the Facility for entry. If no one meets the profile, the Regional Operational Director will resume considering any new crisis referrals for placement.

2. Discharge Procedure

Discharges from a Facility will be a collaborative effort of the Facility and a Contract Monitor with the OCDD Central Office's input. This collaborative effort includes notification to the Central Monitor when the Facility determines that the person is ready to transition to a less intensive placement option; what the ID Team recommendation is for placement, including

waiver or ICF, and preferred region for transition; and current behavioral health status and support needs, when identified as ready for a transition.

A CEA Monitor will review information, seek additional information from the Facility when needed, and make their recommendation to OCDD Deputy Assistant Secretary regarding whether the transition is appropriate at this time. The Deputy Assistant Secretary will provide the final determination on transition or additional needs.

Thirty days before the anticipated transition date, a CEA Monitor will work with the Facility and appropriate other parties, such as local Governing Entities, support coordination agencies, and provider agency persons, to ensure a smooth transition. OCDD Central Office will also be engaged as needed to assist. The Facility may not move forward with discharge until a response from the CEA Monitor is received.

The Facility will notify the Contract Monitor of any death of a resident using CEA placement. When the death is expected, the following information must be submitted to the CEA Monitor from the Facility: name of service Recipient, Legal Status, Date of Death, Location of the person at the time of death, and Medical diagnosis within 24 hours of residents death.

When the death is unexpected, the following information must be submitted to the CEA Monitor from the Facility within 24 hours of the death: Name of Service recipient, SIMS number (if applicable), Legal Status, Date of Death, location of the person at the time of death, any medical diagnosis that may have contributed to death, and circumstances surrounding death, including if abuse and/or neglect is suspected.

3. Service

1. Service Philosophy and Objectives

Individuals with Intellectual/Developmental Disabilities who chronically demonstrate symptoms of severe behavior or other maladaptive or disruptive behaviors, have an increased chance for positive growth and change if placed in a structured, supportive, caring environment. The program proposed is one that will provide each person admitted with services and support that are individualized and designed to develop daily living skills which shall afford them opportunities for recovery and to be safely reintegrated into the community.

The Program of Service:

- a. has high expectations for positive change
- b. utilizes behavioral programming which replaces maladaptive behavior with adaptive behaviors.
- c. through staff, is consistent in this application of requirement
- d. is individualized
- e. offers specialized support services including medical psychiatric, psychological, and healthcare and is structured, comfortable, safe and secure

While some services will begin as soon as the new resident is admitted, a review of evaluations received and completion of an assessment instrument will be performed within the first 14 days. The instrument proposed is “LOCUS” Level of Care Utilization System for psychiatric and addiction services. LOCUS has three main objectives. They include:

1. To provide a system for assessment of service needs for adult clients on six evaluation parameters.

2. To describe a continuing of service arrays which vary according to the amount and scope of resources available to each level of care in each of four categories of services.
3. To monitor change in status or placement needs at different points in time to permit reliable determination for placement on a service continuum.

The Person Centered Individual Treatment Plan is designed in the Treatment Team meeting by the team and is held within thirty (30) days of admission and annually thereafter. The purpose of the meeting is to:

- Review the assessment/reports by the professional
- Identify strengths and needs as well as problem areas
- Set priorities
- Establish long term goals and planning interventions
- Evaluate the clients level of functioning. As treatment progresses, evaluation focuses on the patients response to treatment and movement toward established goals.
- Treatment Plan Modification and Evaluation is completed quarterly or more frequently based on needs.

Illness Management and Recovery (IMR) Model

Services delivered to residents who participate in the program will be based on the “Illness Management and Recovery” (IMR) Model. The last phase of the program will incorporate facets fo the Assertive Community Treatment Model. The IMR Model is one of six Evidence Based Practice models developed in 1998 by the Robert Wood Johnson Foundation research studies. It is one of the practice interventions endorsed by the Substance Abuse Administration (SAMSA) for

improving services, improving accountability, capacity and effectiveness to persons in our community with mental illnesses and substance abuse problems.

This core component of the Illness Management and Recovery Program design/model are as follows:

- Psycho education-which provides the basic information about illness and treatment options.
- Behaviorlatory – helps residents manage daily medication regimes by teaching them strategies that make taking medication part of their daily routine
- Relapse prevention - teaches residents to identify triggers of past relapses and early warning signs of impending relapses. It also helps them develop plans for preventing relapse.
- Coping skills-will help residents to identify their current coping strategies.

Part of the Assertive Community Treatment Model will be incorporated. Residents will begin to receive very specific training at Level II and especially Level III to build their capacity to understand and independently utilize a group of community based services. Training will be taught in a way that skills may be transferred to other settings and ultimately residents will become empowered to assess most if not all services which they may need upon program completion.

The program will offer services to new residents in three phases:

Level I

The assessment and orientation phase - Orientation to rules, completion of all evaluations, fire drills, emergency disaster plan and Individual Program Plan.

Level II

Cognitive Behavioral Programs - acquisition of skills related to their intellectual disability and or mental illness, coping skills, socialization and function in the therapeutic skills, medication management and independent living skills.

Level III

Advanced level where all skills are honed. Special emphasis on independent living skills, vocational skills and work with a focus on functioning in the community and in the residential facility.

Harmony Transitional Services III is the proposed agency department which will provide services to ICF/DD residents. This department headed by a Facility Manager, includes an Assistant Manager, Social Workers, Nursing staff and Direct Care staff. This group will make up three fourths of the Treatment Team. That division receives Administrative oversight from the Executive Director, Assistant Director and a Program Director. The Division team will be supported by the Accounting Department, Human Resources Department, Mental Health Rehabilitation and Counseling Department and Residential Services Department. The Residential Services Department consists of therapist, nurses, social workers, manages and hundreds of direct care staff. Harmony has the capacity to transfer and utilize individuals and services from hundreds of people with the same or similar skills within the agency. This capacity eliminates the possibility of down time or loss of services for any Harmony facility.

Each resident may share a bedroom with at least one other person. HTS III will provide separate rooms for cooking, meal preparation and eating. In addition, the facility offers adequate and separate rooms for recreational activities and areas for receiving and communicating with guests,

family and friends. There is also an area available for private communication and conversations with persons such as therapists,...

Residents will receive three (3) nutritious meals per day. Meals will be prepared by experienced cooks. Menus are written by a registered dietician for regular and special needs residents. Menus are developed based on the health and medical status of each resident.

OVERSIGHT

A. Statistical Census and Follow-up Report

HTS III and A.B. Horn shall maintain a census report which identifies among other things admission dates, discharge dates, reasons for discharge, category of discharge and where the resident was discharge to. For positive discharges or medical during six months following discharge a resident will be contacted by phone, letter, Probation Officer, or Forensic Coordinator at least two times. The purpose for the contact is to verify that the activities resulting in the positive discharge has continued or that the person who had a medical discharge has improved.

B. Quality Improvement

HTS III and A.B. Horn shall participate in the twice monthly quality assurance internal monitoring. The purpose of the monitoring is to assure that programs are operating in accordance with program goals and agency policies and procedures. In addition the QA team monitors the facility and its usable equipment to assure that they are maintained in adequate working condition. Feedback will be provided to HTS III and A.B. Horn from the QA team. To assure that the HTS facility and its various facets are on track administrators hold management/social work meeting every two weeks. This is an opportunity to discuss problem issues and receive direction and

redirection. In addition the facility manager holds meeting every two weeks for training, management and directions.

C. Emergency Preparedness

Harmony Center and its HTS III and A.B. Horn programs presently participates in our Emergency Preparedness Disaster Program. We have a Disaster Drill Chief and three assistants among Harmony Center's staff. We conduct Emergency Preparedness Drills every quarter. We have written policies and procedures for conducting the plan. Finally, we have designated safe places for all residents to move to should the need arise. We say this knowing that one option for residents may be a return to East Louisiana State Hospital.

D. Confidentiality

Harmony has policies and procedures which guide and direct the handling of records and all written and verbal communication for an about all residents. HTS III and A.B. Horn adheres to those policies and will continue to do so with the proposed project. We also have database security for electronic transmissions.

E. Harmony Center anticipates no constraints or tasks which will prevent the agency from implementing this project immediately of this contract is awarded to Harmony.

The agency is flexible and can take on the challenge of immediate start up if necessary. In addition we have the volume of experience and financial capital which will enable us to adjust to any unanticipated problems which might develop during the contract period.

ATTACHMENT A

<p>ATTACHMENT A PLAN</p>	<p>NAME OF CONTRACTING PARTY: [Provider Name]</p> <p>NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain 23 ICF/IID beds total at these locations: [Location 1], and [Location 2].</p>
<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)</p> <p>[Provider] will operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. Individuals supported at the time of the implementation of the CEA have specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. The Contracting Party will assure access to professionals that deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consistent with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.</p>	
<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>).</p> <p>Establish, operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds for up to twenty-three (23) adults at these locations: [Facility 1] (8 bed facility for women) located at [Location 1] and the [Facility 2] (15 bed facility for men) located at [Location 2].</p> <p>Provide active treatment and evidenced based behavioral support/behavioral health treatment to achieve stability for individuals with complex needs</p>	

3. Relevant Activity (Activities) *(An activity is a distinct subset of functions or services within a program.)*

Arrange all necessary tasks necessary for the operation of the ICF/IID beds.

Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility.

The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section.

Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys.

Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy;

Obtain certification for Medicaid and obtain Medicaid provider agreement for each facility listed in this CEA.

Continue enrollment with Louisiana Medicaid to maintain vendor number for payment.

During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section and the Louisiana Medicaid Program showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing and certification reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the “Office for Citizens with Developmental Disabilities – Partnership in Quality Services” process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)
Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party				Date of Report		
Person Preparing Report				Title		
Telephone				E-mail		
Quarter		Jan – Mar	Apr – June	July – Sept	Oct - Dec	

Program Goal 1:				Performance Measure Data	
Objective		Activities Performed			
1.		1.a		•	
		1.b		•	
2.		2.a		•	
		2.b		•	

Program Goal 2:				Performance Measure Data	
Objective		Activities Performed			
1.		1.a		•	
		1.b		•	
2.		2.a		•	
		2.b		•	

Disclosure and Certification Statement

Contracting Party:

Contracting Party's Mailing Address:

Organization Type:

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

[Provider Representative], [Representative Title]
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

CEA Admission / Discharge, Monitoring and Transition Support

**PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE
[PROVIDER NAME] COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility, the CEA Provider will notify the Contract Monitor with written information about the home, including but not limited to age and gender, with the available vacancy.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise the OCDD Regional Operations Director of the vacancy.	Program Manager	Within 5 working days of notification.
4.	Regional Operations Director will review current crisis referrals to determine if any meet the profile for admission. If identified, the person will be sent to the CEA Provider for admission. If none identified, the Director will continue to consider any new crisis referrals for placement.	Contract Monitor	Upon notification.

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office. This collaborative effort includes notification to the Contract Monitor when the CEA provider determines that the person is ready to transition to a less intensive placement option; what the ID Team recommendation is for placement, including waiver or ICF, and preferred region for transition; and current behavioral health status and support needs.	CEA Provider, Contract Monitor, OCDD Central Office staff	At time person is identified as ready to transition
2.	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to OCDD Deputy Assistant Secretary regarding whether transition is appropriate at this time. Deputy Assistant Secretary will provide final determination on transition or additional needs. CEA Monitor will work with CEA provider and applicable other parties, such as Local Governing Entities, support coordination agency, and provider agency person is transitioning to in order ensure a smooth transition. OCDD Central Office will also be engaged as needed to assist. CEA Provider may not move forward with discharge until response from CEA Monitor is received.	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.

3.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.
4.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received. Review the quarterly progress report and consult with OCDD Clinical staff on information pertaining to clinical aspects of the program.	Contract Monitor / OCDD Clinical Staff	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly

7.	Review all reporting / documentation guidelines as noted in attachment D-2. Consult with OCDD Clinical staff on at least a quarterly basis on clinical elements of quality monitoring. Provide ongoing feedback to Contractor on data analysis and identification of positive / negative trends with aggregate data.	Contract Monitor / OCDD Clinical Staff	Minimum of Quarterly
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Contract Monitor Quarterly Summary – Year __

Updated: 11/14/13

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

Quarterly Progress Report	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL's in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community/group home facilities.

Due as Indicated*Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)*

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in Statewide Incident Management System (SIMS), SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse/Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer/Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement/Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver

responsible for care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse/neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement/Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus)
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error)
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers
- **Major Injury** – an incident resulting in fracture/dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture/staple; head trauma/concussions; or other significant injury requiring medical intervention
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression)
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician
- **Aspiration Pneumonia** – as diagnosed by treating physician
- **Choking** – total occlusion of the airway by a foreign object

- Falls – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- Person to Person Altercations – any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- PICA – ingestion of foreign object; attempts that are blocked do not need to be reported
- Bowel Obstruction – as diagnosed by treating physician
- Loss/Destruction of home – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment
- Involvement with law enforcement – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime)
- Consumer/Family Complaint – any incident in which a family member or consumer reports a complaint to the agency

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ Current list of all staff, including professional level and licensed staff, subject to the CEA (full-time, part-time, and contract staff)
- ☐ Staffing schedule – most recent 2 weeks staffing schedule for direct support staff
- ☐ List of trainings conducted with staff during the reporting quarter, including name of training and number of hours
- ☐ Current client listing by home

- ☐ Summary of findings and actions taken as a result of agency's quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

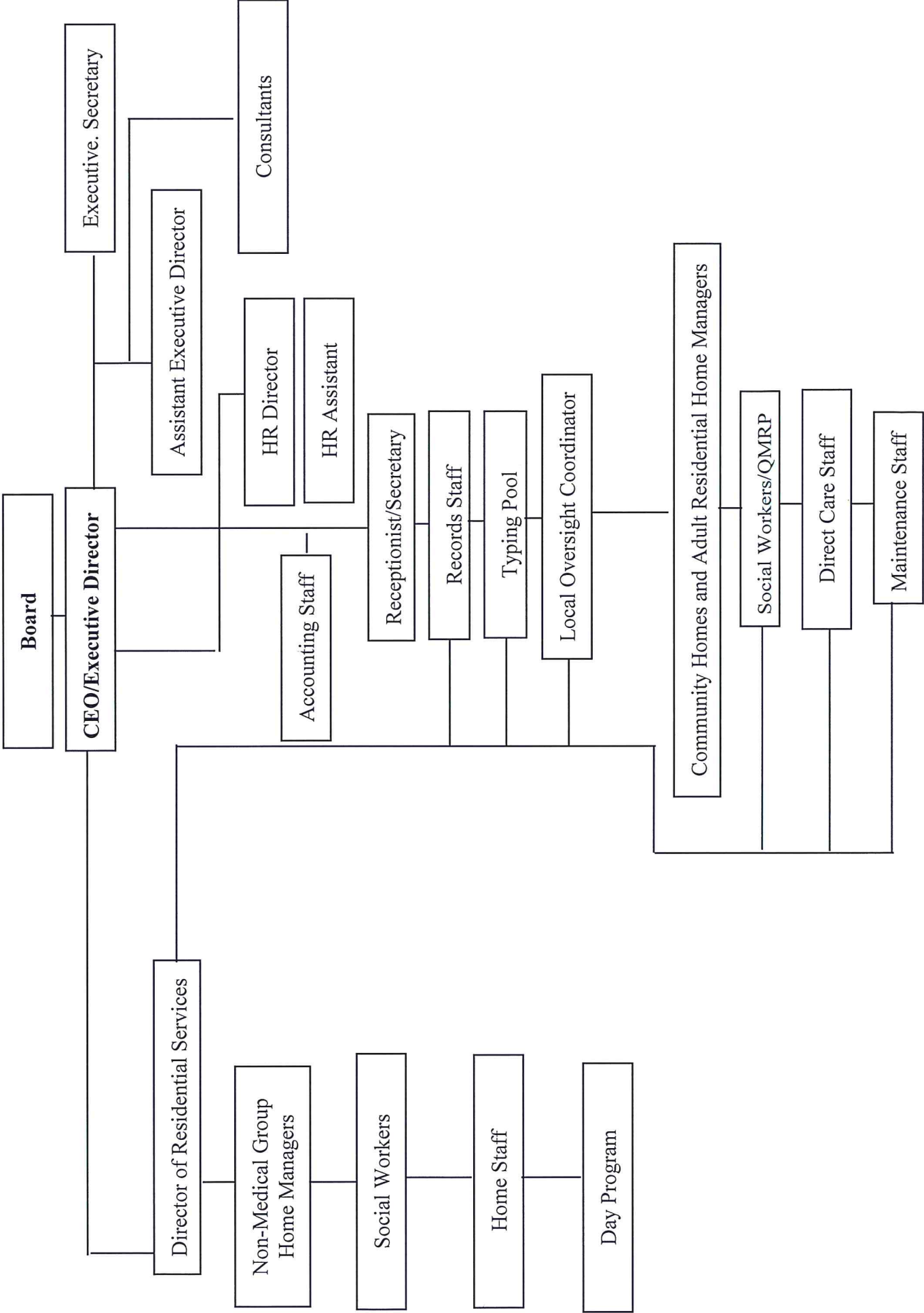
- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - ☐ Abuse/Neglect Policy
 - ☐ Emergency Planning Policy
 - ☐ Incident Management Policy
 - ☐ Emergency Evacuation Agreement and Plan
 - ☐ Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement
Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA
Facilities
- Attachment E:** Attachments and Exhibits List

The Harmony Center, Inc.
Organizational Chart



COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA
DEPARTMENT OF HEALTH

and

OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

and

Magnolia Community Services

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this _____ day of _____ 2021 and between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as “OCDD,” acting through the undersigned official and the **Magnolia Community Services** hereinafter referred to collectively as “**Magnolia Community Services**” or the “Contracting Party”, acting through the undersigned officials for the goods and/or services detailed herein. Hereinafter, the **Louisiana Department of Health, OCDD** and the **Magnolia Community Services**, shall be collectively referred to as the “Parties”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;”

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

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by the State’s previously experienced economic down turn with decreased revenues and severe budget shortfalls during Fiscal Year 2009/2010, and whereas the Division of Administration directed the Louisiana Department of Health (LDH) to streamline its projected budget deficit at the time. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD’s Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to former residents of state-operated Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.5 WHEREAS, this Agreement is intended that OCDD will authorize the **Magnolia Community Services**, as the Contracting Party, to serve up to **thirty-two (32)** people with intellectual and developmental disabilities in the licensed Intermediate Care Facility for the Developmentally Disabled listed below through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The **facilities** subject to this Agreement are:

Maison Central Community Home, License #868
140 Central
Jefferson, LA 70121

Karen Community Home, License #201
100 Central Avenue
Jefferson, LA 70121

Henican Community Home, License #1009
146 Central Avenue
Jefferson, LA 70121

Schwegmann Community Home, License #1010
119 Newman Avenue
Jefferson, LA 70121

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Party;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

ARTICLE II **SCOPE OF WORK**

2.1 Responsibilities of the Parties:

The Contracting Parties, in coordination with the Agency, shall operate and maintain the **four (4) Magnolia Community Services homes** listed in this Agreement, according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The **thirty-two (32)** ICF/IID beds in the **four (4) Magnolia Community Services homes** will primarily serve people who have severe to profound intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approval for the **thirty-two (32)** beds in the **four (4) Magnolia Community Services homes** will be assigned to the Contracting party for the term of the Agreement. The Medicaid FNR approval for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approval of the beds will automatically revert to the Department upon termination of the Agreement for any reason. The Contracting Party must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID. The Contracting Party will be responsible for: paying fees and securing any needed licenses from the LDH Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said “Conditions of Participation” may result in consideration for ending the Agreement;
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement;
- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements;
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party

shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA;

- Primarily serve individuals who are leaving the publicly operated ICF/IIDs. Contracting Party will primarily serve individuals who have severe to profound intellectual disabilities and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration. The medical needs of the **thirty-two (32)** individuals may include, but not be limited to gastrostomy tubes, medication administration, oxygen therapy, dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs, walkers, and gait belts, and up to total assistance with activities of daily living;
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex medical needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to **thirty-two (32)** people in the **four (4) Magnolia Community Services homes** and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA;
- Continue to meet the criteria established in Attachment D “Procedures for Admission, Discharge & Monitoring” for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference;
- Properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs;
- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

2.3 Performance Measures:

Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party’s resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility’s quality of service delivery and adherence to each resident’s Individualized Service Plan; (2) the facility’s response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s):

Disclosure and Certification Statement (Attachment C), is attached hereto and made a part of by reference, to this Agreement, which must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Parties signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contracting Party’s performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III
CONTRACT MONITORING

3.1 The Contract Monitor for this contract is **Michael Kelly**, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party’s progress and results to ensure Contracting Party’s compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party’s written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to ensure that performance goals are being achieved, and to verify information, as needed; and
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party’s ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facility will be enrolled in Medicaid and shall remit claims for payment through LDH’s Medicaid account as a private ICF/IID. The rate approved by LDH Medicaid

may be either the private ICF/IID rate appropriate for the size and composition of the facility or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.4 Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply.

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement, 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 which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between notice of termination and the termination date of the CEA. LDH will ensure continuity of services upon such termination.

5.2 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 Agreement; 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.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the Agreement at any time by giving forty-five (45) days’ written notice to the Contracting Party. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

6.2 The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party’s expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party’s expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents,

memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VIII
NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR’S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration’s auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI
TERM OF CONTRACT

11.1 This Agreement shall begin on **April 5, 2021** and shall automatically renew every ten (10) years, unless sooner terminated earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans’ Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contracting Party's Insurance:

The Contracting Party 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 Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of Insurance:

The Contracting Party 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 Contracting Party, its agents, representatives, employees or subcontractors.

- **Workers' Compensation:**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability:**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability:**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage :**
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage:**
Should be provided for health care professionals providing services to residents.

13.3 Deductibles and Self-Insured Retentions:

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers:

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

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

13.6 Verification of Coverage:

Contracting Party shall furnish LDH 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 LDH before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the Agreement.

13.7 Workers' Compensation Indemnity:

In the event Contracting Party is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contracting Party, 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 Contracting Party, its owners, agents and employees. The parties further agree that Contracting Party is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contracting Party 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 Agreement.

13.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance:

Contracting Party 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. LDH reserves the right to request copies of subcontractor's Certificates at any time.

13.10 Indemnification and Limitation of Liability:

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

Contracting Party 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 Contracting party, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contracting Party 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.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting Party, retain such monies from amounts due Contracting Party, 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.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

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

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than

a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency’s discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXIII
NOTICES

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:

Michael Kelly, Program Manager
Office for Citizens with Developmental
Disabilities
45439 Live Oak Drive
Hammond, LA 70401

If Notice to Contracting Parties:

Jennifer C. Hebert, Executive Director
Magnolia Community Services
100 Central Avenue
Jefferson, LA 70121

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIV
SUSPENSION OR DEBARMENT

24.1 The Contracting Parties has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

ARTICLE XXV
ATTACHMENTS AND EXHIBITS

25.1 A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Magnolia Community Services

Jennifer C. Hebert
Executive Director

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES: Louisiana Department of Health /Office for Citizens with Developmental Disabilities

Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: Magnolia Community Services
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain thirty-two (32) ICF/IID beds in the four (4) Magnolia Community Services homes listed in CEA agreement
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)	
<p>Magnolia Community Services will operate and maintain thirty-two (32) ICF/IID beds in the four (4) Magnolia Community Services homes to serve people with intellectual and developmental disabilities who have severe to profound intellectual and developmental disabilities. Individuals supported at the time of the implementation of the CEA have complex medical needs and who may require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration.</p>	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>).	
<p>Establish, operate and maintain ICF/IID beds for up to thirty-two (32) ICF/IID beds in the four (4) Magnolia Community Services homes</p>	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>)	
<p>Arrange all necessary tasks necessary for the operation of the ICF/IID beds. Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility. The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section. Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys. Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding. Continue enrollment with Unisys to maintain vendor number for payment. During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.</p>	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the “*Office for Citizens with Developmental Disabilities – Partnership in Quality Services*” process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)
Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: Magnolia Community Services

Contracting Party’s Mailing Address: 100 Central Avenue
Jefferson, Louisiana 70121

Organization Type: 501c3

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Jennifer C Hebert, Executive Director	100 Central Avenue, Jefferson, Louisiana 70121	Employee
James Oertling, President	3900 N. Causeway Blvd., Suite 950, Metairie, LA 70002	Annually
Reiss Eagan, Vice President	601 Poydras Street, Suite 2210, New Orleans, LA 70130	Annually
Mary Margaret Spell, Secretary	201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170	Annually
Andrew Bruns, Treasurer	201 St. Charles Avenue, New Orleans, LA 70170	Annually
Julie Danna, MD	1514 Jefferson Hwy., Jefferson, LA 70121	Annually
Trevor Davies	1340 Poydras Street, Suite 2000, New Orleans, LA 70112	Annually
Paul Fleming	6363 St. Charles Avenue, Box 77, New Orleans, LA 70118	Annually
Mark LaCour	701 Poydras Street, Suite 3640, New Orleans, LA 70139	Annually
Lawrence Oertling	220 Laitram Lane, Harahan, LA 70123	Annually
Karen Raymond	5123 Storey Street, Harahan, LA 70123	Annually
Craig Silva	111 Veterans Blvd. Suite 350, Metairie, LA 70005	Annually
Darsey Walker, Director of Program Operations	100 Central Avenue, Jefferson, Louisiana 70121	Employee
Elise Bordson-Bozzo, Controller	100 Central Avenue, Jefferson, Louisiana 70121	Employee

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Jennifer C Hebert, Executive Director	100 Central Avenue, Jefferson, Louisiana 70121
Darsey Walker, Director of Program Operations	100 Central Avenue, Jefferson, Louisiana 70121
Wendy Bernard, Director of Quality Assurance and Compliance	100 Central Avenue, Jefferson, Louisiana 70121

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Jennifer C. Hebert, Executive Director
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

CEA Admission / Discharge, Monitoring and Transition Support

**PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR MAGNOLIA COMMUNITY
SERVICES COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility that the CEA provider wishes to fill, the CEA Provider will give the Contract Monitor written information regarding the admission criteria for the vacancy. This information should include, but is not limited to age, gender, ability to support medical needs, ability to support behavioral needs, mobility requirements.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy and CEA Provider's request to fill vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise that the vacancy will not be filled at that time.	Program Manager	Within 5 working days of notification.
4.	When Central Office (Program Manager) notifies the Contract Monitor of authorization to fill a vacancy the Contract Monitor will notify the TSO at Pinecrest Supports and Services Center and provide the demographic and support need criteria.	Contract Monitor	Within 2 working days of notification.
5.	<p>If there are individuals interested in admission to CEA Facility that have similar profiles to support needs identified, the TSO will provide the name and information of prospective referrals to the Contract Monitor for consideration for admission.</p> <p>Contract Monitor will submit this information to Program Manager. Program Manager and Deputy Assistant Secretary will review and make determination if admission is appropriate to facility.</p> <p>Program Manager will advise Contract Monitor of determination. Contract Monitor will advise provider of determination, and if approved, will provide packet to provider for consideration for admission.</p>	TSO, Contract Monitor, Program Manager	Within 10 working days of notification.
6.	If the CEA Provider agency agrees that the admission is appropriate, the CEA provider will notify the Contract Monitor of acceptance or rejection of admission to the program.	CEA Provider	Within 10 working days of notification.
7.	Together the Contract Monitor and the TSO will coordinate, with the CEA Provider, all requests for placement that result from the SSC. This includes communicating with the TSO at the SSC to have referral packets sent, ensuring that the CEA Provider hosts a site visit for the potential resident, and acting as liaison between the CEA provider and the SSC.	CEA Provider, Contract Monitor, TSO	Within 10 working days of notification.
8.	If PSSC does not identify a current SSC resident who wants to move to the CEA facility, or, if no potential candidate's needs can be met by that CEA	Contract Monitor	Within 10 working days

	facility, the Contract Monitor will notify Program Manager that there is an available vacancy. The CEA Provider may also notify the Local Governing Entity that there is a vacancy.		of notification.
9.	<p>At the time the CEA provider identifies a potential candidate for admission to the CEA facility, CEA Provider will submit the following information to the Contract Monitor:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status of Service Recipient • Name of Provider and Support Coordinator, if applicable • Living Setting moving from • Copy of current CPOC or ISP • List of current medications • Reason for admission 	CEA Provider	At time candidate is identified
10.	CEA Monitor will review and make recommendation to Program Manager. Program Manager will review and make recommendation to Assistant Deputy Secretary for final determination. Program Manager will advise Contract Monitor who will advise CEA Provider of final determination.	Contract Monitor, Program Manager	Within 10 working days of notification

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	<p>For planned and unplanned discharges, the CEA Provider will notify the Contract Monitor in writing of the following information:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal status of Service Recipient • Name of New Provider • Name of Support Coordinator, if applicable • New Proposed Address for recipient • Copy of CPOC or recommendations for ISP; if unplanned, list of support needs for person • Reason for transition (moving to less restrictive setting; need for more intensive medical services – must include what needs are that can no longer be met at facility; etc.) • Individual / family response to transition • Most recent psychiatric and psychological evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Medical / Health evaluations, including diagnosis, medications, pending appointments, recent hospitalizations • Most recent Behavior Plan, Medical Plan, Nutritional Support Plan, Physical Support Plan, as indicated 	CEA Provider	
3.	CEA Provider will notify the Contract Monitor of any impending <i>unplanned</i> discharge from the Facility at least 24 hours prior to the discharge of a	CEA Provider, Contract	Within 24 hours

	<p>resident using a CEA placement, with information regarding future plan for continued services.</p> <p>In addition to above information, the following will be included:</p> <ul style="list-style-type: none"> • What is the urgency for removal from current living setting? • Detailed description of needs that cannot be met at the agency and why these needs cannot be met. • Are behavioral or medical concerns indicated above new or was it known, and what has changed about person's presentation? • If concerns are behavioral in nature, provide data for past year. If concerns are medical in nature, provide information on medical testing, prognosis, diagnoses. <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received. OCDD will ensure prompt review of information and response.</p>	Monitor, Program Manager	Within 2 working days
4.	<p>CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.</p> <p>This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.</p> <p>CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.</p> <p>Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.</p> <p>CEA Provider may not move forward with discharge until response from CEA Monitor is received.</p>	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.
5.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.

	<ul style="list-style-type: none"> • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 		
6.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	For those CEAs with state property update the Contract Monitoring Form regarding Inventory Issues / Concerns, State Property Moved in the Quarter, any Items Surplused in the Quarter, or any Tagged Items Reported as Damaged in the Quarter.	Contract Monitor	Quarterly
8.	Where applicable (for the large ICF/IID CEA facilities only) indicate any Capital Outlay / Major Repair projects.	Contract Monitor	As applicable
9.	Indicate on the Contract Monitoring Form any Other Significant Issues Identified.	Contract Monitor	Quarterly
10.	Complete the Louisiana State-Owned Property Listing if the CEA uses state property.	Contract Monitor	At opening and no less

			than semi-annually thereafter
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IV. TRANSITION AND TECHNICAL SUPPORT / PARTNERSHIP IN QUALITY (TTS/PIQ)			
#	Activity	Responsibility	Timelines
1.	CEA Provider will work cooperatively with the local Resource Center by participating in the Transition and Technical support / Partnership in Quality process for a one-year period for individuals who move into the CEA from another CEA or the Supports and Services Center. Other instances may apply. The Resource Center will use the most current transition data collection procedures, forms and timelines available during the TTS/PIQ period.	CEA Provider, Resource Center Staff	As identified in the most current process

Contract Monitor Quarterly Summary – Year ____

Updated: 11/14/13

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

<i>Quarterly Progress Report</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL's in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Inventory:

Inventory Issues / Concerns Noted in Quarter:

1 st Quarter	
2 nd Quarter	

3 rd Quarter	
4 th Quarter	

State Property Moved In Quarter:

1st Quarter

Property Description	Asset #	Located Moved From	Location Moved To	Notes

2nd Quarter

Property Description	Asset #	Located Moved From	Location Moved To	Notes

3rd Quarter

Property Description	Asset #	Located Moved From	Location Moved To	Notes

4th Quarter

Property Description	Asset #	Located Moved From	Location Moved To	Notes

Items Surplussed in Quarter:

Quarter	Date of Surplus	Property Description	Asset #	Notes

Tagged Items Reported as Damaged in Quarter:

Quarter	Date of Damage	Property Description	Asset #	Notes

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Capital Outlay / Major Repair:

Type of Repair	Brief Description	Est. Cost	CA/MR/ Other	Current Status	Date Updated

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated

Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- ☐ Public Protests or Demonstrations at Facilities
- ☐ Public Health Emergencies
- ☐ Incidents Involving Clients
 - Death
 - If reported in SIMS, SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse / Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- ☐ Disasters

Other Reportable Incidents

- ☐ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by

other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus).
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error).
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers.
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention.
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation.
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation.
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression).
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint.
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician.
- **Aspiration Pneumonia** – as diagnosed by treating physician.
- **Choking** – total occlusion of the airway by a foreign object.

- **Falls** – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- **Person to Person Altercations** – any incident in which two participants are engaged in physical altercation
- **Sexual Contact among Individuals** – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- **Self-Injurious Behavior** – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **PICA** – ingestion of foreign object; attempts that are blocked do not need to be reported.
- **Bowel Obstruction** – as diagnosed by treating physician.
- **Loss/Destruction of home** – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment.
- **Involvement with law enforcement** – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime).
- **Consumer/Family Complaint** – any incident in which a family member or consumer reports a complaint to the agency.

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- ☐ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- ☐ List of staffing: Administration
- ☐ Staffing schedule – a current staffing schedule
- ☐ Current client listing by home
- ☐ Summary of findings and actions taken as a result of agency’s quality checks
- ☐ ISP dates for upcoming quarter

Due Annually

- ☐ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- ☐ Statement of financial stability
- ☐ ISP / ILP schedules (annually or as updated)
- ☐ Statement of good standing from the Secretary of State website (annually)
- ☐ Results of agency's satisfaction surveys
- ☐ Organization chart
- ☐ Professional services list – list of people contracted.
- ☐ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year ____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN LOUISIANA DEPARTMENT OF HEALTH
OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES
AND
ALEXANDER MILNE DEVELOPMENTAL SERVICES

THIS COOPERATIVE ENDEAVOR AGREEMENT, hereinafter referred to as “CEA” or “Agreement”, made and entered into this 1st day of April 2021, by and between the **LOUISIANA DEPARTMENT OF HEALTH** (hereinafter referred to as “Department” or “LDH” or “State”), through its **OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES** (hereinafter referred to as “OCDD” or “Agency”), acting through the undersigned official, and **ALEXANDER MILNE DEVELOPMENTAL SERVICES** (hereinafter referred to as “Milne” or “Contracting Party” or “Contractor”), acting through the undersigned official. Hereinafter, the **Louisiana Department of Health, Office for Citizens with Developmental Disabilities** and **Alexander Milne Developmental Services**, shall be collectively referred to as the “Parties”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

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

1.3 WHEREAS, OCDD has the authority to enter into this Agreement as evidenced by its governmental purpose of being responsible for the program and functions of the state relating to the care, training, treatment, and education of persons with intellectual disabilities, persons with developmental disabilities, and persons with autism in accordance with Louisiana Revised Statutes 36:258D.

1.4 WHEREAS, services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities¹ may be provided more cost-effectively through private providers than through the existing state-operated facilities/community homes. Intermediate Care Facilities for Individuals with Intellectual Disabilities (“ICF/IID”) are facilities for individuals with intellectual or developmental disabilities that are primarily for the diagnosis, treatment, or rehabilitation of the person and provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability. Whereas, the movement toward privately-operated community-based residential living options is consistent with OCDD’s Strategic Plan.

1.5 WHEREAS, Contracting Party has, since 2015, operated twelve small licensed intermediate care facilities for the intellectually disabled at the locations described in Section 1.6 and wishes to continue the operation of those licensed facilities and to add five additional licensed beds at those locations, and desires to enter this CEA to further formalize its arrangement with LDH for those facilities

1.6 WHEREAS, pursuant to LAC Title 48, Chapter 125, Subchapter B, §12507 N.3. the public purpose of this Agreement is for OCDD to provide the use of Medicaid Facility Need Review (“FNR”) Approvals for Milne to serve up to fifty-three (53) qualified Medicaid recipients/clients or qualified non-Medicaid recipients/clients in the twelve licensed Intermediate Care Facilities for the Developmentally Disabled listed below; the total maximum number of Medicaid FNR Approvals provided by OCDD to Milne under this Agreement shall be fifty-three (53) Medicaid FNR Approvals, which may be utilized by Milne in the twelve licensed facilities listed below, for the term of this Agreement. OCDD will retain the ownership of such Medicaid FNR Approvals; this Agreement will allow Milne to submit reimbursement claims to the Louisiana Medicaid Program for services provided to qualified Medicaid recipients in these licensed facilities – up to fifty-three (53) Medicaid recipients/clients in the twelve licensed facilities listed below. The facilities subject

¹ The term “Intermediate Care Facilities for Individuals with Intellectual Disabilities” may also be referred to as “Intermediate Care Facilities for Persons with Developmental Disabilities” for licensing purposes; see La. R.S. 40:2180. .

to this Agreement are:

- | | | |
|-----|--|---------------------|
| (a) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 100 Milne Circle
1000 Milne Circle
Covington, LA 70435 | License #2203782379 |
| (b) | Alexander Milne Developmental Services, Inc. (5 beds)
d/b/a 1004 Milne Circle
1004 Milne Circle
Covington, LA 70435 | License #2203782381 |
| (c) | Alexander Milne Developmental Services, Inc. (5 beds)
d/b/a 1008 Milne Circle
1008 Milne Circle
Covington, LA 70435 | License #2203782406 |
| (d) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 1012 Milne Circle
1012 Milne Circle
Covington, LA 70435 | License #2203782402 |
| (e) | Alexander Milne Developmental Services, Inc. (5 beds)
d/b/a 1016 Milne Circle
1016 Milne Circle
Covington, LA 70435 | License #2203782429 |
| (f) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 1020 Milne Circle
1020 Milne Circle
Covington, LA 70435 | License #2203782443 |
| (g) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 1024 Milne Circle
1024 Milne Circle
Covington, LA 70435 | License #2203783037 |
| (h) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 1028 Milne Circle
1028 Milne Circle
Covington, LA 70435 | License #2203782458 |
| (i) | Alexander Milne Developmental Services, Inc. (5 beds)
d/b/a 1032 Milne Circle
1032 Milne Circle
Covington, LA 70435 | License #2203783259 |
| (j) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 1036 Milne Circle
1036 Milne Circle
Covington, LA 70435 | License #2203782462 |
| (k) | Alexander Milne Developmental Services, Inc. (5 beds)
d/b/a 1040 Milne Circle
1040 Milne Circle
Covington, LA 70435 | License #2203782468 |
| (l) | Alexander Milne Developmental Services, Inc. (4 beds)
d/b/a 1044 Milne Circle
1044 Milne Circle
Covington, LA 70435 | License #2203782467 |

1.7 WHEREAS, this Agreement will provide for ongoing partnership with OCDD for the purpose of promoting the health, safety, quality of life, and desired outcomes for qualified residents supported during the CEA period.

1.8 WHEREAS, OCDD has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE II
RESPONSIBILITIES OF PARTIES

2.1 The Contracting Party, Milne, shall operate the facilities listed above as (a) through (l), and shall maintain the license and Medicaid certification for each of the twelve (12) ICF/IIDs listed in this Agreement. Milne shall be solely responsible for maintaining the license for each of the 12 facilities listed in this Agreement, and shall be solely responsible for maintaining compliance with state licensing regulations and with federal certification regulations for ICF/IIDs.

2.1.1 Should the license for any such facility or facilities be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate as to that facility within thirty (30) days; the thirty (30) days will be used to effectuate an orderly and safe transfer of clients. Upon such termination of the CEA, the use of the Medicaid FNR Approvals shall revert to the Department.

2.1.2 Should the Medicaid agreement or Medicaid certification for any such facility or facilities be surrendered, suspended, terminated, or revoked, the CEA shall automatically terminate as to that facility immediately. Upon such termination of the CEA, the use of the Medicaid FNR Approvals shall revert to the Department.

2.2 The Medicaid FNR Approvals for the 53 beds will be assigned to Milne for use for the term of this Agreement and in accordance with the Agreement’s provisions, with the ownership of said Medicaid FNR Approvals being retained by OCDD. The Medicaid FNR Approvals will automatically revert to the Department upon termination of the Agreement for any reason.

2.2.1 The Medicaid FNR Approvals shall not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. Failure to adhere to these provisions shall result in termination of this Agreement, with the use of the Medicaid FNR Approvals automatically reverting to the Department.

2.2.2 Milne shall utilize the Medicaid FNR Approvals only for qualified Medicaid recipients properly admitted to the ICF/IDD facilities listed in this Agreement. Milne is limited to fifty-three (53) Medicaid FNR Approvals across the twelve (12) licensed ICF/IDD facilities listed in this Agreement.

2.3 The Contracting Party shall be responsible for the following:

- a. Paying fees and securing any needed licenses from the LDH Health Standards Section;
- b. Obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys;
- c. Documenting proof of compliance with all required Life Safety and Sanitation Codes as required;
- d. Maintaining compliance with all licensing and federal certification requirements; and
- e. Maintaining certification for Medicaid funding and enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.4 Deliverables:

Deliverables by the Contracting Party:

- a. All residents shall be afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet licensing or certification requirements, the Contracting Party will be put on notice that failure to immediately conform to said requirements may result in termination of this Agreement.
- b. Each resident shall be afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party shall implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality

- outcome measures for the term of the Agreement.
- c. Each resident shall be afforded opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities, all of which shall be provided in accordance with licensing and certification requirements.
 - d. To the extent required by ICF/IID licensing and Medicaid rules and policies, Contracting Party shall document that its staff possesses adequate experience, training and resources necessary to serve the needs of the identified population referred for service for the term of the Agreement.
 - e. To the extent required by ICF/IID licensing and Medicaid rules and policies, the Contracting Party shall document an established relationship with a range of qualified professionals who will serve each client in the facilities and have the experience to do so for the term of the Agreement.
 - f. The Contracting Party shall work cooperatively with the OCDD Contract Monitor who will make quarterly visits to the facility with documentation of visits on Attachment D. OCDD Contract Monitor will advise the Contracting Party of any significant concerns identified during the visit.
 - g. The Contracting Party shall at all times comply with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH.
 - h. The Contracting Party shall provide to the OCDD Contract Monitor during quarterly visits Progress Reports (Attachment B) outlining the Contracting Party's relevant activities in the previous quarter, including admissions and discharges, and deaths; outcome of Health Standards Survey, when applicable; and major incidents, such as media involvement or police involvement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference.
 - i. The Contracting Party shall be properly licensed and registered to do business in Louisiana and shall maintain certification of good standing with the Secretary of State for the term of the CEA.
 - j. The Contracting Party shall have and maintain policies and procedures on Abuse/Neglect and incident management that meet licensing and certification requirements.
 - k. To the extent required by ICF/IID licensing and Medicaid rules and policies, the Contracting Party shall assume responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds. Neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the State and/or Agency for the purpose of unemployment compensation coverage.
 - l. The Contracting Party shall implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to licensing and certification requirements and any additional applicable requirements for private ICFs/IIDs.

2.5 Certification Statement(s): Attachment C-Certification Statement to this Agreement must be fully completed, dated, and executed by a duly authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the party signing on behalf of the Contracting Party is attached hereto.

2.6 Budget: While there are no payments or exchange of funds between the Department and the Contracting Party as part of this CEA, the Contracting Party shall be enrolled in Medicaid, and shall remain enrolled in Medicaid (and meet the federal certification requirements for ICF/IIDs) for the term of this CEA; by utilizing the Medicaid FNR Approvals. The Contracting Party shall submit claims for payment through the LDH Medicaid Program as a private ICF/IID with the approved LDH Medicaid rate at the private ICF/IID rate. There shall be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of this CEA.

2.7 The OCDD shall monitor the Contracting Party's performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

2.8 Should the Contracting Party desire to add additional small ICF/IID facility(ies) in the future, the Parties agree to meet and discuss how LDH could provide additional FNR beds for any new facility(ies). The decision to approve additional FNR beds is at the sole discretion of LDH.

ARTICLE III

CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, Program Manager, or his designee. If OCDD assigns a new contract monitor, the Contracting Party shall be notified in writing.

3.2 Monitoring Plan: During the term of this agreement, Contracting Party shall discuss with the OCDD Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party’s written Progress Reports and any work product for compliance with the deliverables; and shall

- a. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- b. Contact the Contracting Party to secure any missing deliverables; and
- c. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to assure that performance goals are being achieved, and to verify information when needed.
- d. Note: Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

ARTICLE IV
PAYMENT TERMS

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The Contracting Party shall be enrolled in Medicaid, and shall remain enrolled in Medicaid (and meet the federal certification requirements for ICF/IIDs) for the term of this CEA; by utilizing the Medicaid FNR Approvals, the Contracting Party shall submit claims for payment through the LDH Medicaid Program as a private ICF/IID with the approved LDH Medicaid rate for each facility.

4.2 There will be no reimbursement for travel expenses between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.3 There will be no reimbursements for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

ARTICLE V
TERMINATION FOR CAUSE

5.1 In addition to the provisions of termination related to loss of license or loss of federal certification or loss of Medicaid Agreement in Article II, the State may also terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the agreement; 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 which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the agreement shall terminate on the date specified in such notice.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to LDH OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow the LDH OCDD the time to ensure that clients/residents have uninterrupted safe and adequate medical care supports that address all clients’/residents’ complex medical needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party’s expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party’s expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material. Notwithstanding anything stated herein, Contracting Party may retain all resident records and other business records of Contracting Party.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contracting Party.

ARTICLE VIII
NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the State.

ARTICLE IX
AUDITOR’S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement (if allowed) shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of termination of this Agreement and any subcontract (if allowed and approved by the state) entered into under this Agreement., whichever is later.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated Authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities), and, if applicable, the Director of the Office of State Procurement, Division of Administration prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI
TERM OF CONTRACT

11.1 This agreement shall begin on April 1, 2021 and shall automatically renew every ten (10) years unless sooner terminated for cause as detailed in this Agreement. A new Cooperative Endeavor Agreement may be negotiated by the Parties at the end of this CEA, provided that the Parties mutually agree to such.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Veterans’ Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. 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, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1 Contracting Party’s Insurance: The Contracting Party shall not commence work under this contract until it has obtained all insurance required by the ICF/IID licensing and certification regulations and Medicaid Standards of Payment. Certificates of Insurance, fully executed by officers of the Insurance Company may be filed with the Department for approval. The Contracting Party shall not allow any

subcontractors, to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice to the Department and consented to by the Department in writing and the policies shall so provide.

ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed 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.

ARTICLE XVII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

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

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Party, or any Subcontractor, engages in a boycott of Israel during the term of the Agreement.

ARTICLE XXIII
NOTICES

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

If Notice to LDH:

ICF/IID Programmatic Unit
Attn: Michael Kelly or Designee
45439 Live Oak Dr.
Hammond, LA 70401
Phone: 225-567-1254, ex 201

If Notice to Contracting Party:

Jodie Robinson
Alexander Milne Developmental Services
1065 Milne Circle
Covington, LA 70435
Phone: 985-327-6550

The parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this [Section 25.1](#)). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIV
SUSPENSION OR DEBARMENT

24.1 If the Contracting Party receives state or federal funds under this Agreement, the Contracting Party shall comply with all applicable requirements of state or federal laws or regulations relating to the Contracting Party's receipt of state or federal funds under this contract. If Contracting Party is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contracting Party shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- a. Contracting Party must disclose any potential conflict of interest to the Agency and the federal awarding agency as required by 2 CFR §200.112.
- b. Contracting Party must disclose to the Agency and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- c. Contracting Party must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.

- d. Contracting Party must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- e. Contracting Party must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - 1. Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d).
 - 2. Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2).

Notwithstanding the provisions of Section 10 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Agency.

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

ARTICLE XXV
ATTACHMENTS AND EXHIBITS

26.1 A listing of Attachments and Exhibits to this Agreement are found in Attachment E, *Attachments and Exhibits List*. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:

Alexander Milne Developmental Services

Jodie Robinson, Executive Director

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:

Louisiana Department of Health
Office for Citizens with Developmental Disabilities

Julie Foster Hagan, Assistant Secretary

ATTACHMENT A

<u>ATTACHMENT A</u> PLAN	NAME OF CONTRACTING PARTY: Alexander Milne Developmental Services, Inc.
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain fifty-three (53) ICF/IID beds across the twelve (12) Milne ICF/IDD facilities listed in CEA agreement
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) Alexander Milne Developmental Services, Inc. will operate and maintain fifty-three (53) ICF/IID beds across the twelve (12) Milne ICF/IDD facilities to serve people with intellectual and developmental disabilities.	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>). Establish, operate and maintain ICF/IID beds for up to fifty-three (53) ICF/IID beds across the twelve (12) Milne ICF/IDD facilities listed in the CEA agreement	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>) Arrange all necessary tasks necessary for the operation of the ICF/IID beds. Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility. The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section. Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys. Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding. Continue enrollment with Louisiana Medicaid to maintain vendor number for payment. During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (Attachment D of Agreement)

ATTACHMENT B**Quarterly Progress Report for Cooperative Endeavor Agreement with Alexander Milne Developmental Services**

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Data Indicator	Contractor Party Response
Names of People Admitted in the Quarter	
Names of People Discharged in the Quarter	
Names of People Deceased in the Quarter	
Dates and Outcome of Health Standards Survey	
Description of Major Incidents	

Disclosure and Certification Statement

Contracting Party: Alexander Milne Developmental Services, Inc.

Contracting Party’s Mailing Address: 1065 Milne Circle
Covington, LA 70435

Organization Type: 501C3/NON-PROFIT

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected
Meg Charbonnet	16423 Summerhill Drive, Covington LA	1/1/20
Julia Pearce	18297 Derbes Drive, Covington LA	1/1/20
Connie Fly	41 Deloaks Drive, Madisonville LA	1/1/20
Lucy McCann	74415 Allen Road, Covington LA	1/1/20

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

Jodie Robinson	Executive Director – 207 Gambrell St, Taylorsville MS

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Jodie Robinson, Executive Director
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

ATTACHMENT D**OCDD Contract Monitor Quarterly Summary – Year ____**

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1st Quarter	
2nd Quarter	
3rd Quarter	
4th Quarter	

<i>Quarterly Progress Report</i>	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

OCDD Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1st Quarter				2nd Quarter				3rd Quarter				4th Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL’s in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Individuals Treated in Respectful Manner	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

ATTACHMENT E

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A: Program Plan**
- Attachment B: Quarterly Progress Report for Cooperative Endeavor Agreement with Alexander Milne Developmental Services**
- Attachment C: Disclosure and Certification Statement**
- Attachment D: OCDD Contract Monitor Quarterly Summary – Year ____**
- Attachment E: Attachments and Exhibits List**

List of Exhibits

Exhibit A – OSP Multi Year Letter

Exhibit B – OSP Transmittal Letter

Sabine River Authority - Requested Budget for FY 2022

REVENUES	ACTUAL FY2012	ACTUAL FY2013	ACTUAL FY2014	ACTUAL FY2015	ACTUAL FY2016	ACTUAL FY2017	ACTUAL FY2018	ACTUAL FY2019	ACTUAL FY2020	FY21 JLCB Approved Budget	FY21 EOB (Including Hurricane Laura Repairs)	TOTAL REQUEST FY22	FY22 OVER/UNDER FY21 EOB (Including Hurricane Laura Repairs)	FY22 OVER/UNDER FY21 JLCB APPROVED BUDGET
STATE GENERAL FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED REVENUES	\$5,660,128	\$5,320,927	\$5,430,384	\$5,408,635	\$6,438,440	\$6,264,308	\$5,890,947	\$6,129,117	\$5,844,382	\$9,210,499	\$12,710,497	\$9,502,994	-\$3,207,503	\$292,495
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$5,660,128	\$5,320,927	\$5,430,384	\$5,408,635	\$6,438,440	\$6,264,308	\$5,890,947	\$6,129,117	\$5,844,382	\$9,210,499	\$12,710,497	\$9,502,994	-\$3,207,503	\$292,495
EXPENDITURES	ACTUAL FY2012	ACTUAL FY2013	ACTUAL FY2014	ACTUAL FY2015	ACTUAL FY2016	ACTUAL FY2017	ACTUAL FY2018	ACTUAL FY2019	ACTUAL FY2020	FY21 JLCB Approved Budget	FY21 EOB (Including Hurricane Laura Repairs)	TOTAL REQUEST FY22	FY22 OVER/UNDER FY21 EOB (Including Hurricane Laura Repairs)	FY22 OVER/UNDER FY21 JLCB APPROVED BUDGET
TOTAL SALARIES	\$3,472,370	\$3,309,632	\$3,421,185	\$3,468,497	\$4,220,545	\$3,849,908	\$3,943,491	\$3,721,916	\$3,788,706	\$5,134,659	\$5,134,659	\$5,049,348	-\$85,311	-\$85,311
TOTAL OPERATING EXPENSES	\$1,131,000	\$1,223,950	\$1,188,722	\$1,062,896	\$1,035,688	\$1,156,300	\$1,125,557	\$1,222,462	\$1,069,404	\$1,432,892	\$1,432,890	\$1,475,289	\$42,389	\$42,397
PROFESSIONAL SERVICES	\$97,401	\$39,664	\$62,316	\$51,199	\$53,655	\$50,407	\$87,222	\$36,782	\$28,805	\$209,998	\$209,998	\$209,998	\$0	\$0
TOTAL OTHER CHARGES	\$576,885	\$599,066	\$569,137	\$576,539	\$654,061	\$702,210	\$612,277	\$545,813	\$633,634	\$766,500	\$766,500	\$810,909	\$44,409	\$44,409
TOTAL ACQUISITIONS & MAJOR REPAIRS	\$382,472	\$148,615	\$189,024	\$249,504	\$474,491	\$505,483	\$122,400	\$602,144	\$323,833	\$1,666,450	\$5,166,450	\$1,957,450	-\$3,209,000	\$291,000
TOTAL EXPENDITURES & REQUEST	\$5,660,128	\$5,320,927	\$5,430,384	\$5,408,635	\$6,438,440	\$6,264,308	\$5,890,947	\$6,129,117	\$5,844,382	\$9,210,499	\$12,710,497	\$9,502,994	-\$3,207,503	\$292,495
CLASSIFIED POSITIONS	60	60	60	62	64	65	65	65	65	65	65	65	0	0
UNCLASSIFIED POSITIONS	2	2	2	2	2	2	2	2	2	2	2	2	0	0
TOTAL POSITION CONTROL	62	62	62	64	66	67	67	67	67	67	67	67	0	0

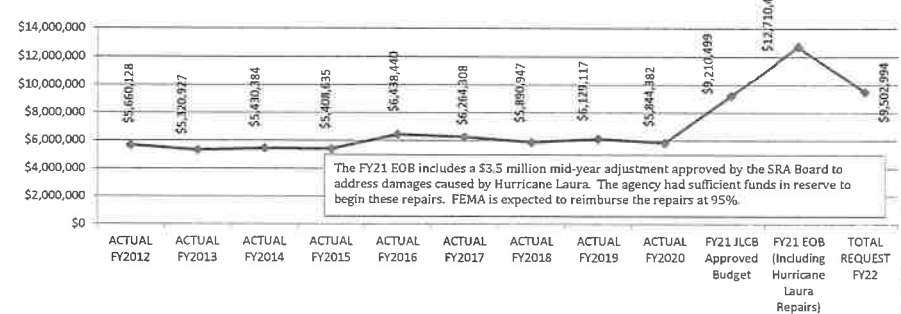
La. R.S. 38:2324 requires review and approval of the agency's annual budget by the Joint Legislative Committee on the Budget.

Summary Points:

- The Authority has 13 Commissioners who receive a per diem of \$200 per meeting day but cannot exceed \$400 per month per member.
- The number of positions requested for FY22 is 67, and this is unchanged from FY21.
- The agency operates solely on self-generated revenues, including such sources as hydropower generation, water sales, and recreational fees.
- The average pay increase requested is 3% at a total cost of \$78,274.
- Acquisitions and Major repairs increases by \$291,000 when compared to the FY21 JLCB approved budget.

These funds continue to cover the cost of a variety of vehicles, facility maintenance, outdoor equipment, and scientific instruments for measuring and monitoring.

Sabine River Authority - Revenue History



BUDGET REQUEST
Fiscal Year Ending June 30, 2022

BUDGET UNIT: Sabine River Authority
15091 Texas Highway
Many, LA 71449
PHONE: (318)256-4112
FAX: (318)256-4179

SCHEDULE NUMBER: N813

AGENCY WEB ADDRESS: www.srala-toledo.com

TO THE JOINT LEGISLATIVE COMMITTEE ON BUDGET:

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APPROVAL FROM EXECUTIVE DIRECTOR:	PAGE 1
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SUMMARY STATEMENT:	PAGE 3
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MAJOR REPAIRS:	PAGE 10

WE HEREBY CERTIFY THAT THE STATEMENTS AND FIGURES ON THE ACCOMPANYING FORMS
ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

HEAD OF BUDGET UNIT: 

PRINTED NAME/TITLE: Warren Founds/Executive Director

DATE: April 12, 2021

EMAIL ADDRESS: warren.founds@la.gov

FINANCIAL CONTACT PERSON: Kellie Ferguson

TITLE: Administrative Program Director 3

TELEPHONE NUMBER: 318-256-4112

EMAIL ADDRESS: kellie.ferguson@la.gov

Mission Statement:

The mission of the Sabine River Authority of Louisiana, consistent with Louisiana Revised Statutes 38:2321, et. seq., and With Article 48 of the Federal Power Commission License, Project 2305, is to provide for economic utilization and preservation of the waters of the Sabine River and its tributaries by promoting economic development, irrigation, navigation, improved water supply, drainage, public recreation, and hydroelectric power for the citizens of Louisiana.

AMENDED SUMMARY STATEMENT OF EXPENDITURES FOR YEARS SHOWN

CATEGORY OF TOTAL EXPENDITURES	PRIOR YEAR ACTUAL 2019-2020	EXISTING OPERATING BUDGET 2020-2021	TOTAL REQUEST 2021-2022	OVER/UNDER EXISTING OPERATING BUDGET	PERCENT CHANGE
SALARIES:					
Regular	\$2,288,088	\$2,759,705	\$2,754,824	(\$4,881)	-0.18%
Other Compensation	\$170,009	\$331,640	\$331,640	\$0	0.00%
Related Benefits	\$1,330,609	\$2,043,314	\$1,962,884	(\$80,430)	-3.94%
TOTAL SALARIES	\$3,788,706	\$5,134,659	\$5,049,348	(\$85,311)	-1.66%
OPERATING EXPENSES:					
Travel	\$8,546	\$19,600	\$19,600	\$0	0.00%
Operating Services	\$852,453	\$1,011,211	\$1,041,547	\$30,336	3.00%
Supplies	\$208,405	\$402,079	\$414,142	\$12,063	3.00%
TOTAL OPERATING EXPENSES	\$1,069,404	\$1,432,890	\$1,475,289	\$42,399	2.96%
PROFESSIONAL SERVICES	\$28,805	\$209,998	\$209,998	\$0	0.00%
OTHER CHARGES:					
Other Charges	\$339,290	\$430,500	\$430,500	\$0	0.00%
Interagency Transfers	\$294,344	\$336,000	\$380,409	\$44,409	13.22%
TOTAL OTHER CHARGES	\$633,634	\$766,500	\$810,909	\$44,409	5.79%
ACQUISITIONS & MAJOR REPAIRS:					
Acquisitions	\$207,411	\$509,450	\$690,950	\$181,500	35.63%
Major Repairs	\$116,422	\$4,657,000	\$1,266,500	(\$3,390,500)	-72.80%
TOTAL ACQUISITIONS & MAJOR REPAIRS	\$323,833	\$5,166,450	\$1,957,450	(\$3,209,000)	-62.11%
TOTAL EXPENDITURES & REQUEST	\$5,844,382	\$12,710,497	\$9,502,994	(\$3,207,503)	-25.24%
POSITIONS (SALARIES REGULAR):					
Classified	65	65	65	0	0.00%
Unclassified	2	2	2	0	0.00%
TOTAL POSITIONS (SALARIES REGULAR)	67	67	67	0	0.00%
POSITIONS (OTHER CHARGES)	0	0	0	0	0.00%

SABINE RIVER AUTHORITY OF LOUISIANA

Activity	PRIOR YEAR OPERATING BUDGET 2019-2020	EXISTING OPERATING BUDGET 2020-2021	TOTAL REQUEST 2021-2022	OVER/UNDER EXISTING OPERATING BUDGET
General Fund	-	0	0	0
Interagency Transfer	-	0	0	0
Self Generated Revenue	5,844,382	12,710,497	9,502,994	-3,207,503
Statutory Dedication Name	-	0	0	0
Federal Funds	-	0	0	0
TOTAL REVENUE	5,844,382	12,710,497	9,502,994	(3,207,503)
Classified	65	65	65	0
Unclassified	2	2	2	0
TOTAL POSITION CONTROL	67	67	67	0
2100 Salaries-Classified - Regular	2,080,353	2,492,509	2,471,511	(20,998)
2110 Salaries-Classified - Overtime	-	0	0	0
2120 Salaries-Classified - Termination	9,822			0
2130 Salaries-Unclassified - Regular	197,913	267,196	283,313	16,117
2140 Salaries-Unclassified - Overtime	-	0	0	0
2150 Salaries-Unclassified - Termination	-			0
TOTAL SALARIES	2,288,088	2,759,705	2,754,824	(4,881)
2200 Wage Unclassified ~14 - 16 wage workers for aproxiametly 29,000 hours.	119,393	223,600	223,600	0
2210 Student Labor	29,616	45,240	45,240	0
2220 Compensation of SRA Board Members ~SRCA Members	20,900	62,400	62,400	0
Subtotal for Board Members	100	400	400	0
	21,000	62,800	62,800	0
TOTAL OTHER COMPENSATION	170,009	331,640	331,640	0
TOTAL SALARIES & OTHER COMPENSATION	2,458,097	3,091,345	3,086,464	
2300 Retirement - State	819,982	1,127,549	1,088,156	(39,393)
2350,60,70 F.I.C.A./Medi/Unemployment	49,361	64,594	67,849	3,255
2345, 2380 Group Insurance - State	461,266	851,171	806,879	(44,292)
TOTAL RELATED BENEFITS	1,330,609	2,043,314	1,962,884	(80,430)
TOTAL PERSONNEL SERVICES	3,788,706	5,134,659	5,049,348	(85,311)
2520 In State Travel - Field Travel ~Training, Educational Classes, and Government Meetings necessary in day to day operations, Sabine River Compact Administration semi-annual meeting (R.S. 38:2332.2); routine business for and on behalf	616	6,000	6,000	0

	SRA as it pertains to operations within the scope of an 801.1 agency (SRA is statutorially domiciled in Sabine Parish therefore, frequent trips to Baton Rouge are routine); attend meetings with LA Travel Promotion Association to promote Toledo Bend; and training sessions.				
2530	In State Travel - Board Members ~Reimbursement of expenses for the 13 member Board of Commissioners, R.S. 38:2322.C.	6,896	11,000	11,000	0
2620	Out of State Travel - Field Travel ~FERC meeting for operation of Toledo Bend Dam ~Annual meeting for the American Fisheries Society. ~Annual 5 States El Comino Commission. ~SRCA Meeting. ~Field travel to different fishery projects. ~Meeting with Legislative Delegation.	237	1,600	1,600	0
2630	Out of State Travel - Board Members ~SRA Board Members serving on Toledo Bend Project Joint Operation Board, normally meets semi-annual TBPJO Administrative office.	797	1,000	1,000	0
TOTAL TRAVEL		8,546	19,600	19,600	0
2700	Advertising	14,991	17,905	18,442	537
2710	Printing	959	1,327	1,367	40
2770	Maintenance of Prop & Equip - Auto	4,706	13,263	13,661	398
2780	Maintenance of Prop & Equip - Other	8,373	6,633	6,832	199
2790	Maintenance of Buildings	-	1,990	2,050	60
2870	Rentals - Equipment, Etc.	4,414	11,937	12,295	358
2890	Dues & Subscriptions	4,960	2,653	2,733	80
2900	Mail, Delivery & Postage	3,192	7,294	7,513	219
2910	Telephone/Data Lines/Communication - Services	61,402	57,959	59,698	1,739
2950	Utilities - Electricity - Gas - Water - Other	698,415	805,980	830,159	24,179
2980	Other Operating Services - Uniforms/Laundry	3,939	0	0	0
2990	Lab Fees	1,496	1,985	2,045	60
3000	Miscellaneous	45,606	82,285	84,754	2,469
TOTAL OPERATING SERVICES		852,453	1,011,211	1,041,547	30,336
3100	Office Supplies	3,451	3,585	3,693	108
3120	Operating Supplies - Computer	17,806	11,948	12,306	358
3130	Operating Supplies - Clothing and Uniforms	4,424	2,389	2,461	72
3140	Operating Supplies - Medical	-	1,195	1,231	36
3170	Operating Supplies - Auto	73,807	143,530	147,836	4,305
3190	Operating Supplies - Bldgs, Grounds & Gen Plant	35,128	83,639	86,148	2,509
3200	Operating Supplies - Household	7,154	23,897	24,614	717

3210	Operating Supplies - Farm	-	1,195	1,231	36
3300	Repair & Maintenance Supplies - Auto	34,166	47,795	49,229	1,434
3310	Repair & Maintenance Supplies - Other	32,469	81,713	84,164	2,451
3320	Software	-	1,193	1,229	36
TOTAL SUPPLIES		208,405	402,079	414,141	12,062
TOTAL OPERATING SERVICES		1,069,404	1,432,890	1,475,289	42,399
3400	Accounting & Auditing	26,325	52,010	52,010	0
3410	Management Consulting	-	0	0	0
3420	Engineering & Architectural	-	0	0	0
3430	Legal	2,480	127,988	127,988	0
3460	Other Professional Services	-	30,000	30,000	0
TOTAL PROFESSIONAL SERVICES		28,805	209,998	209,998	0
3650	Miscellaneous Charges	-	-	-	0
	~Water Royalty	250,421	270,500	270,500	0
	~Directional Signs/Marking Boatlanes/Bridge Lighting	11,225	35,000	35,000	0
	~Economic Development	77,644	125,000	125,000	0
TOTAL OTHER CHARGES		339,290	430,500	430,500	0
4940	IAT - Transfer of Funds	-	0	0	0
4980	IAT - Insurance	267,722	260,000	304,409	44,409
5040	IAT - Telephone	26,622	76,000	76,000	0
TOTAL INTERAGENCY TRANSFER		294,344	336,000	380,409	44,409
TOTAL Other Charges & IAT		633,634	766,500	810,909	44,409
4420	Acquisitions-Capitalized Automobile => \$5000	46,287	164,000	118,500	(45,500)
4421	Acquisitions-Automobile	-	-	-	0
4440	Equipment \$1000 - \$4999	-	-	-	0
4441	Equipment < \$1000	-	-	-	0
4442	Equipment => \$5000	-	58,450	58,450	0
4451	Computer Hardware	14,170	47,000	47,000	0
4453	Software \$1000 - \$4999	-	-	-	0
4454	Hardware \$1000 - \$4999	-	-	-	0
4456	Software < \$1000	-	-	-	0
4457	Hardware < \$1000	-	-	-	0
4460	Acquisitions - Farm and Heavy Movable Equipment	126,710	200,000	427,000	227,000
4520	Boats	-	15,000	15,000	0
4530	Communications \$1000 - \$4999	-	-	-	0
4532	Communications < \$1000	-	-	-	0
4540	Other Acquisitions \$1000 - \$4999	20,244	25,000	25,000	0
4542	Other Acquisitions < \$1000	-	-	-	0
TOTAL ACQUISITIONS		207,411	509,450	690,950	181,500

4610	Major Repairs - Building				0
4620	Major Repairs - Auto				0
4630	Major Repairs - Buildings and Grounds	116,422	4,657,000	1,266,500	(3,390,500)
4640	Major Repairs - Boats				0
4740	Major Repairs - Other Equipment				0
TOTAL MAJOR REPAIRS		116,422	4,657,000	1,266,500	(3,390,500)
TOTAL ACQUISITION & MAJOR REPAIRS		323,833	5,166,450	1,957,450	(3,209,000)
TOTAL EXPENDITURES		5,844,382	12,710,497	9,502,994	(3,207,503)

OBJ CLASS	QUANTITY	ACQUISITIONS DESCRIPTION BY ACTIVITY	AMOUNT
		Existing Budget	
4420	1	Full Size SUV (SRD)	\$59,000
4420	1	3/4 Ton 4x4 Crew Cab Truck @ SRD	\$35,000
4442	1	Vibration Monitoring Equipment for Pump Stations (SRD)	\$9,700
4442	1	Canal Level Instrumentation (SRD)	\$30,250
4460	1	Mower for SRD	\$11,000
4442	1	Thermal Imaging Camera (SRD)	\$18,500
4460	2	Mowers @ SRA	\$22,000
4460	1	115 HP Tractor/Slope Mower Combo (SRD)	\$132,000
4460		15' Hydraulic Mower (SRD)	\$35,000
4520	1	Boat motors @ SRA	\$15,000
4420	2	3/4 Ton 4x4 Crew Cab Truck @ SRA	\$70,000
4451		Computer Hardware @ SRA	\$32,000
4451		Computer Hardware @ SRD	\$15,000
4540		Other	\$25,000
			\$509,450
		Requested	
4420	1	3/4 Ton 4x4 Crew Cab Truck @ SRD	\$43,500
4420	1	3/4 Ton 4x4 Truck @ SRD	\$40,000
4442	1	Vibration Monitoring Equipment for Pump Stations (SRD)	\$9,700
4442	1	Canal Level Instrumentation (SRD)	\$30,250
4460	2	Side by Side ATV for Recreational Facilities	\$14,000
4460	1	Replace Golf Course Equipment	\$120,000
4442	1	Thermal Imaging Camera (SRD)	\$18,500
4460	2	Mowers @ SRA	\$22,000
4460	1	Replace 1991 Ford 7610 Tractor @ SRD	\$79,000
4460	1	Mini Excavator @SRA	\$60,000
4460	1	Replace 1988 New Holland Tractor/Slope Mower Combo @ SRD	\$132,000
4520	1	Boat motors @ SRA	\$15,000
4420	1	3/4 Ton 4x4 Crew Cab Truck @ SRA	\$35,000
4451		Computer Hardware @ SRA	\$32,000
4451		Computer Hardware @ SRD	\$15,000
4540		New Telephone System	\$20,000
4540		Other	\$5,000
			\$690,950

OBJ CLASS	MAJOR REPAIRS DESCRIPTION BY ACTIVITY	AMOUNT
	Existing Budget	
4630	Hurricane Laura Damage (FEMA reimbursement @95%)	\$3,500,000
4630	Electrical Upgrades at Pleasure Point Park	\$400,000
4630	Building Rennovations of Park Facilities	\$300,000
4630	Miscellaneous Seawall Repairs	\$75,000
4630	Cover & Seal Shop Roof (SRD)	\$12,000
4630	Pump Station Electrical System (SRD)	\$60,500
4630	Pulling and Repairing of Pump and Motor @ SRD	\$250,000
4630	Levee Crowns, Access Ramps, Bridge Crossings and Equipment Off-Loading Areas @ SRD	\$19,500
4630	Flooring Bath Houses at all Recreation Facilities	\$40,000
		\$4,657,000
4630	Road Repair in Recreational Facilities	\$500,000
4630	Building Rennovations of Park Facilities	\$300,000
4630	Miscellaneous Seawall Repairs	\$75,000
4630	Electrical Testing at all Pump Stations	\$60,500
4630	Repair levee from erosion, animal dens, seepages, and leaks	\$21,500
4630	Pulling and Repairing of Pump and Motor @ SRD	\$250,000
4630	Levee Crowns, Access Ramps, Bridge Crossings and Equipment Off-Loading Areas @ SRD	\$19,500
4630	Flooring Bath Houses at all Recreation Facilities	\$40,000
		\$1,266,500



Joint Legislative Committee on the Budget



FY22 Proposed Budget

18 – State Retirement Systems

June 2021

*Senator Bodi White, Chairman
Representative Jerome Zeringue, Vice Chair*



Schedule 18 — State Retirement Systems

Slide No.

State Retirement Systems Proposed Budget

The budget does not require state appropriation after approval from JLCB

State Retirement Systems Overview	3
Louisiana State Employees' Retirement System (LASERS)	19
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Louisiana School Employees' Retirement System (LSERS)	34
Louisiana State Police Retirement System (LSPRS)	41



Schedule 18 — State Retirement Systems

R.S. 11:4 (A) states: the term "state retirement system", "state system", or "state pension or retirement system, plan, or fund" shall mean one of the following:

- (a) Louisiana State Employees' Retirement System (LASERS)
- (b) Teachers' Retirement System of Louisiana (TRSL)
- (c) Louisiana School Employees' Retirement System (LSERS)
- (d) Louisiana State Police Retirement System (LSPRS)

R.S. 11:4 (B) states: the term "statewide retirement system", "statewide system", or "statewide pension or retirement system, plan, or fund" shall mean one of the following:

- (a) Assessors' Retirement Fund
- (b) Clerks' of Court Retirement and Relief Fund
- (c) District Attorneys' Retirement System
- (d) Firefighters' Retirement System
- (e) Municipal Employees' Retirement System of Louisiana
- (f) Municipal Police Employees' Retirement System of Louisiana
- (g) Parochial Employees' Retirement System of Louisiana
- (h) Registrars of Voters Employees' Retirement System
- (i) Sheriffs' Pension and Relief Fund



Schedule 18 — State Retirement Systems

R.S. 11:176 and **R.S. 39:81** require each of the four state retirement systems to submit its proposed annual operating budget to JLCB for review and approval.

R.S. 39:81 further requires the proposed budget submission date shall be at the same time as that required for submission of state agency budgets as provided in **R.S. 39:33**. (*...a date specified by the commissioner of administration which date shall not be later than the fifteenth day of November in each year.*)

R.S. 39:81 states: The budgets shall include, at a minimum, the actual expenditures for the prior year and projected expenditures for the current and ensuing fiscal years, the information specified in **R.S. 39:32(C) and (E)**, and any other information specified by the Joint Legislative Committee on the Budget.

R.S. 39:32 (C) requires the proposed budget to include funding for professional, personal, or consulting service contract. It can be consolidated requests.

R.S. 39:30 (E) requires the proposed budget to include personnel table with salary information on authorized, estimated, and requested positions.



Schedule 18 — State Retirement Systems

Means of Financing

The State Retirement Systems are funded with 100% Fees and Self-generated Revenues.

Funding for the state retirement systems' operating budgets mainly come from three (3) sources:

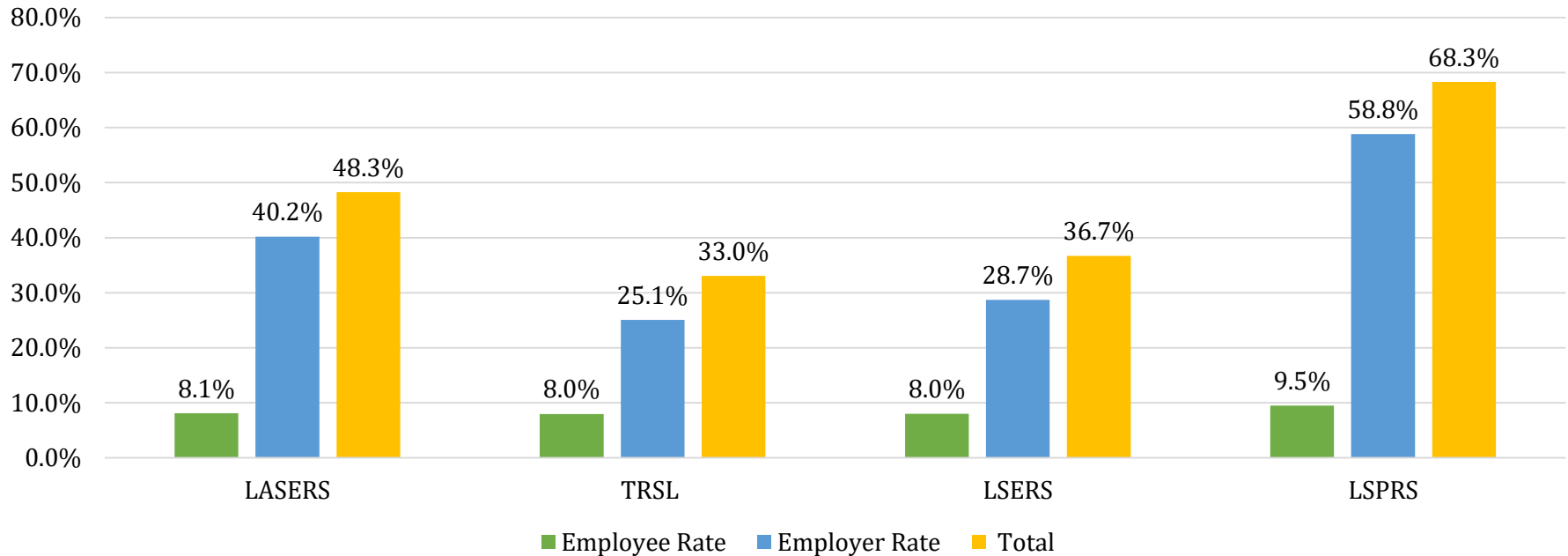
- Employer Contributions
- Employee Contributions
- Earnings and interests from Trust Fund Investments

Please note that the employer contributions from the state agencies contain source of funding from State Funds: State General Fund, Statutory Dedications, and Fees & Self-generated Revenues.



Schedule 18 — State Retirement Systems

FY22 Actuarial Recommended Contribution Rate



Note: Contribution rate reflects percentage of payroll. It is aggregated rate for systems that have multiple plans.

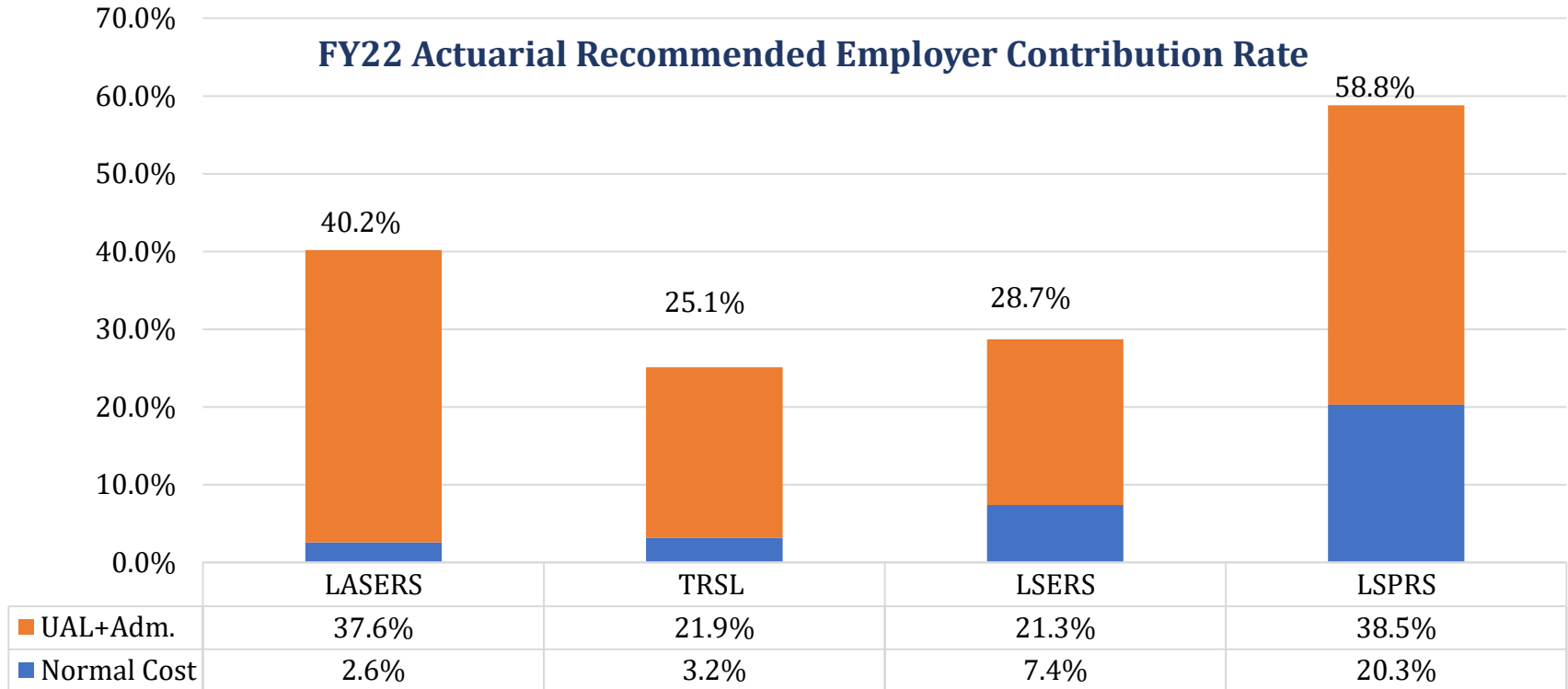
LSERS employee contribution rate for employees hired after 7/1/2010 is 8.0%, prior to that is 7.5%.

LSPRS employee contribution rate for employees hired after 12/31/2010 is 9.5%, prior to that is 8.5%.

Source: Actuarial valuation reports adopted by Public Retirement Systems' Actuarial Committee (PRSAC)



Schedule 18 — State Retirement Systems



Note: Rate of Administrative cost for LASERS is 0.9%, for TRSL is 0.4%. It is not reported for LSERS and LSPRS.

	LASERS	TRSL	LSERS	LSPRS
UAL Rate	36.7%	21.5%	21.3%	38.5%
Total Employer Rate	40.2%	25.1%	28.7%	58.8%
UAL Ratio of Total	91.3%	85.5%	74.2%	65.5%

Source: Actuarial valuation reports adopted by the Public Retirement Systems' Actuarial Committee (PRSAC).



Schedule 18 — State Retirement Systems

TOTAL BUDGET

State Retirement Systems	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed	FY22 vs. FY21	Diff. %
Means of Financing:						
Fees & Self-generated Revenues						
LASERS	\$50,573,136	\$45,036,720	\$56,610,100	\$54,029,000	(\$2,581,100)	-4.6%
TRSL	\$55,506,825	\$55,315,410	\$63,056,151	\$63,162,647	\$106,496	0.2%
LSERS	\$10,171,481	\$9,540,214	\$11,762,396	\$11,690,008	(\$72,388)	-0.6%
LSPRS	\$3,079,517	\$3,221,677	\$3,645,000	\$4,123,658	\$478,658	13.1%
TOTAL MOF	\$119,330,959	\$113,114,021	\$135,073,647	\$133,005,313	(\$2,068,334)	-1.5%
Administrative Expenditures:						
LASERS	\$18,539,267	\$19,427,808	\$20,610,100	\$21,029,000	\$418,900	2.0%
TRSL	\$17,411,356	\$18,092,077	\$21,056,151	\$21,162,647	\$106,496	0.5%
LSERS	\$4,114,260	\$4,298,157	\$4,562,396	\$4,477,104	(\$85,292)	-1.9%
LSPRS	\$762,153	\$808,150	\$915,000	\$1,193,658	\$278,658	30.5%
Subtotal	\$40,827,036	\$42,626,192	\$47,143,647	\$47,862,409	\$718,762	0.3%
Investment Management Fees:						
LASERS	\$32,033,869	\$25,608,912	\$36,000,000	\$33,000,000	(\$3,000,000)	-8.3%
TRSL	\$38,095,469	\$37,223,333	\$42,000,000	\$42,000,000	\$0	0.0%
LSERS	\$6,057,221	\$5,242,057	\$7,200,000	\$7,212,904	\$12,904	0.2%
LSPRS	\$2,317,364	\$2,413,527	\$2,730,000	\$2,930,000	\$200,000	7.3%
Subtotal	\$78,503,923	\$70,487,829	\$87,930,000	\$85,142,904	(\$2,787,096)	-3.2%
TOTAL EXPENDITURES	\$119,330,959	\$113,114,021	\$135,073,647	\$133,005,313	(\$2,068,334)	-1.5%
Full-Time Equivalents:						
Classified	268	266	296	296	0	0.0%
Unclassified	27	27	28	28	0	0.0%
TOTAL FTEs	295	293	324	324	0	0.0%

Note: Actual FTE positions data is from the civil service employment report, excluding student employees, WAEs and board members.



Schedule 18 — State Retirement Systems

TOTAL POSITIONS

State Retirement Systems	FY19 Actual	FY20 Actual	FY21 EOB	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY20
Classified	268	266	296	296	0	30
Unclassified	27	27	28	28	0	1
Total FTE Positions	295	293	324	324	0	31
LASERS	FY19 Actual	FY20 Actual	FY21 EOB	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY20
Classified	111	112	125	125	0	13
Unclassified	11	11	12	12	0	1
Subtotal	122	123	137	137	0	14
TRSL	FY19 Actual	FY20 Actual	FY21 EOB	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY20
Classified	128	126	143	143	0	17
Unclassified	10	10	10	10	0	0
Subtotal	138	136	153	153	0	17
LSERS	FY19 Actual	FY20 Actual	FY21 EOB	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY20
Classified	27	25	25	25	0	0
Unclassified	4	4	4	4	0	0
Subtotal	31	29	29	29	0	0
LSPRS	FY19 Actual	FY20 Actual	FY21 EOB	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY20
Classified	2	3	3	3	0	0
Unclassified	2	2	2	2	0	0
Subtotal	4	5	5	5	0	0

Note: Actual FTE positions data is from the civil service employment report, excluding student employees, WAEs and board members.



Schedule 18 — State Retirement Systems

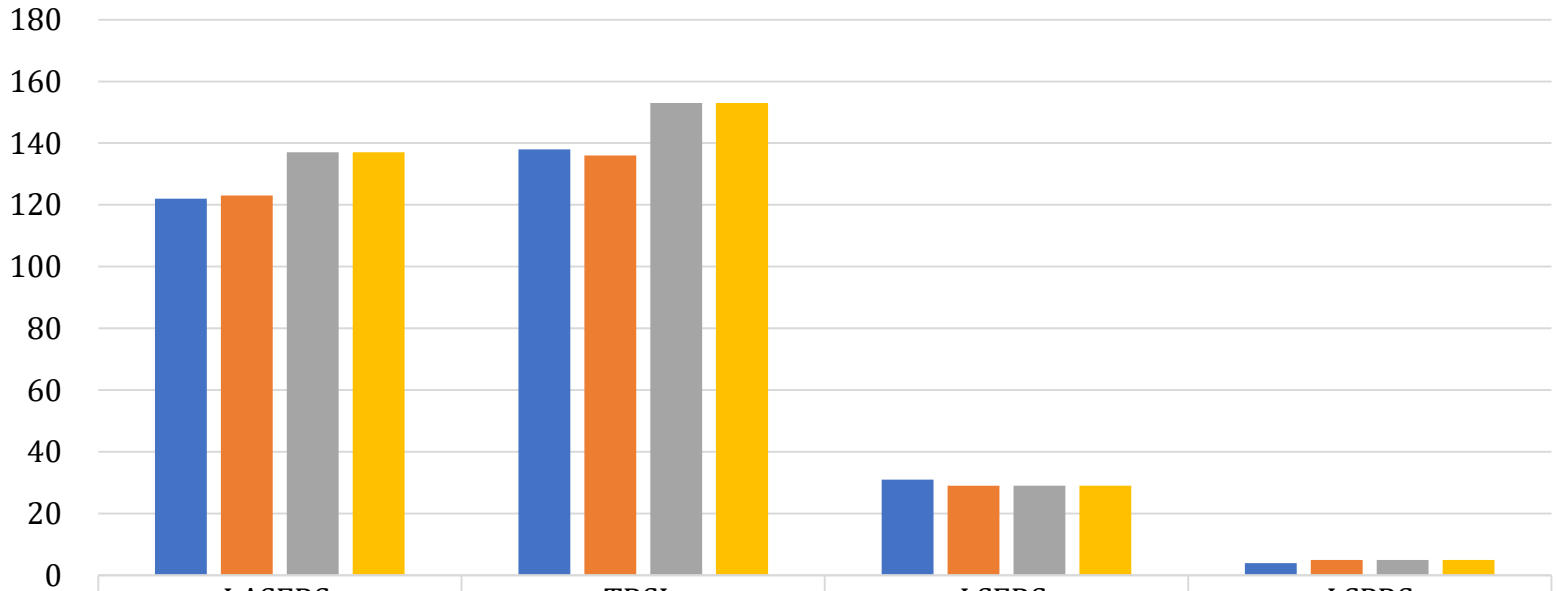
TOTAL CATEGORICAL EXPENDITURES

Expenditure Category	FY19 Actual	FY20 Actual	FY20 vs. FY19 Diff. %	FY21 Budget	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY21 Diff. %
Personal Services:	\$32,384,536	\$34,062,460	5.2%	\$37,401,335	\$38,186,797	\$785,462	2.1%
Salaries	\$21,679,522	\$22,545,321	4.0%	\$24,491,893	\$25,151,507	\$659,614	2.7%
Other Compensation	\$120,334	\$88,450	-26.5%	\$154,950	\$263,266	\$108,316	69.9%
Board Members	\$24,667	\$19,543	-20.8%	\$41,850	\$41,850	\$0	0.0%
Related Benefits	\$10,560,013	\$11,409,146	8.0%	\$12,712,642	\$12,730,174	\$17,532	0.1%
Operating Expenses:	\$6,039,099	\$5,994,556	-0.7%	\$6,904,438	\$6,972,312	\$67,874	1.0%
Travel	\$326,773	\$191,476	-41.4%	\$371,745	\$358,440	(\$13,305)	-3.6%
Operating Services	\$5,462,595	\$5,531,974	1.3%	\$6,247,458	\$6,325,362	\$77,904	1.2%
Supplies	\$249,731	\$271,106	8.6%	\$285,235	\$288,510	\$3,275	1.1%
Professional Services	\$1,611,754	\$1,732,971	7.5%	\$2,013,624	\$1,953,800	(\$59,824)	-3.0%
Acquisitions	\$791,647	\$836,205	5.6%	\$824,250	\$749,500	(\$74,750)	-9.1%
Total Administrative Expenditures	\$40,827,036	\$42,626,192	4.4%	\$47,143,647	\$47,862,409	\$718,762	1.5%
Investment Management Fees	\$78,503,923	\$70,487,829	-10.2%	\$87,930,000	\$85,142,904	(\$2,787,096)	-3.2%
Total Expenditures	\$119,330,959	\$113,114,021	-5.2%	\$135,073,647	\$133,005,313	(\$2,068,334)	-2.0%



Schedule 18 — State Retirement Systems

TOTAL FTE POSITIONS



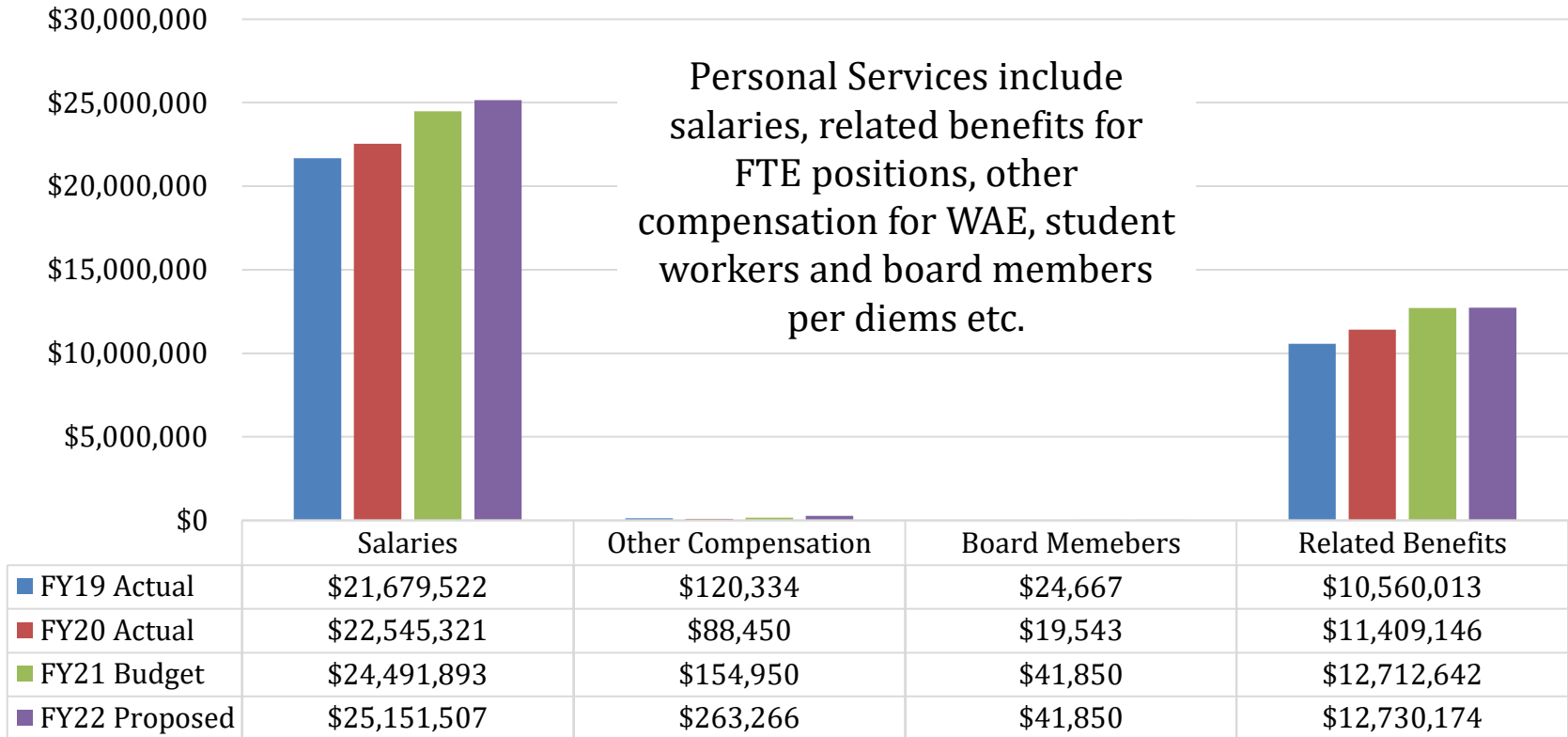
	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	122	138	31	4
FY20 Actual	123	136	29	5
FY21 Budget	137	153	29	5
FY22 Proposed	137	153	29	5

% of Total FTE Positions	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed
LASERS	41.4%	42.0%	42.3%	42.3%
TRSL	46.8%	46.4%	47.2%	47.2%
LSERS	10.5%	9.9%	9.0%	9.0%
LSPRS	1.4%	1.7%	1.5%	1.5%



Schedule 18 — State Retirement Systems

TOTAL PERSONAL SERVICES by CATEGORY

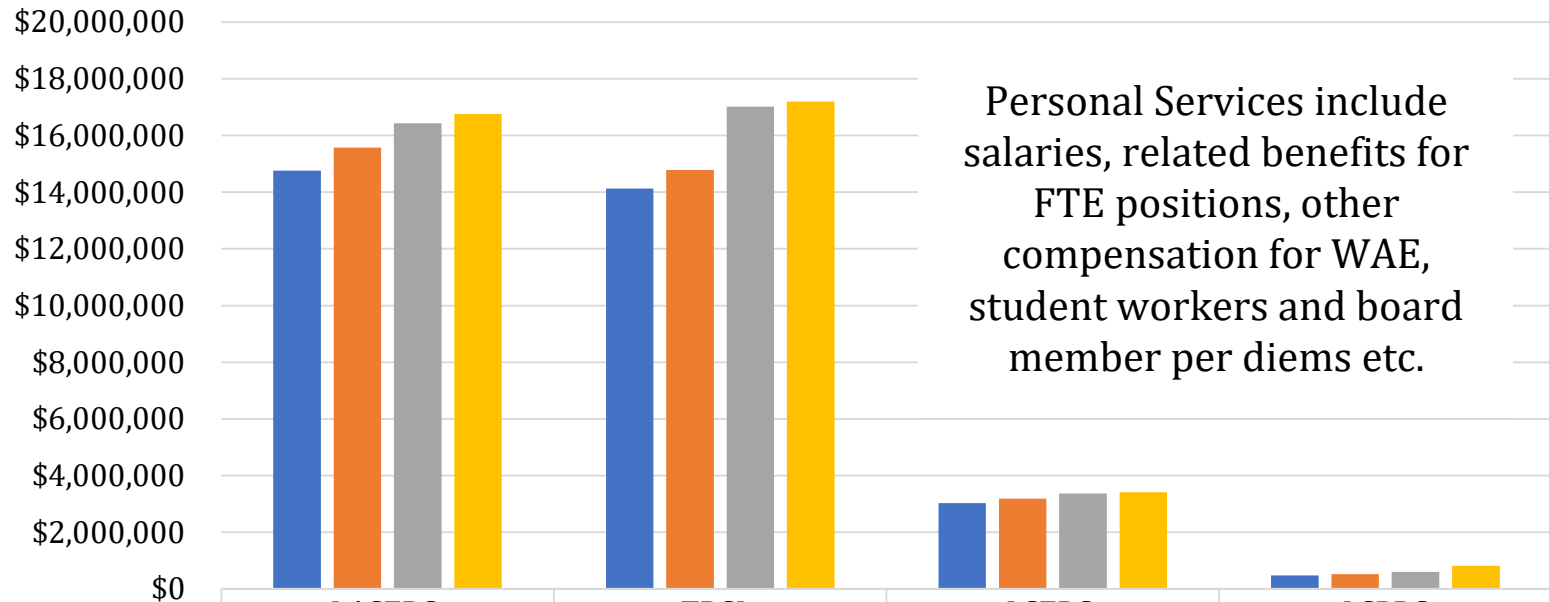


% of Total Personal Services	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed
Salaries	66.9%	66.2%	65.5%	65.9%
Other Compensation	0.4%	0.3%	0.4%	0.7%
Board Memebers	0.1%	0.1%	0.1%	0.1%
Related Benefits	32.6%	33.5%	34.0%	33.3%



Schedule 18 — State Retirement Systems

TOTAL PERSONAL SERVICES by AGENCY



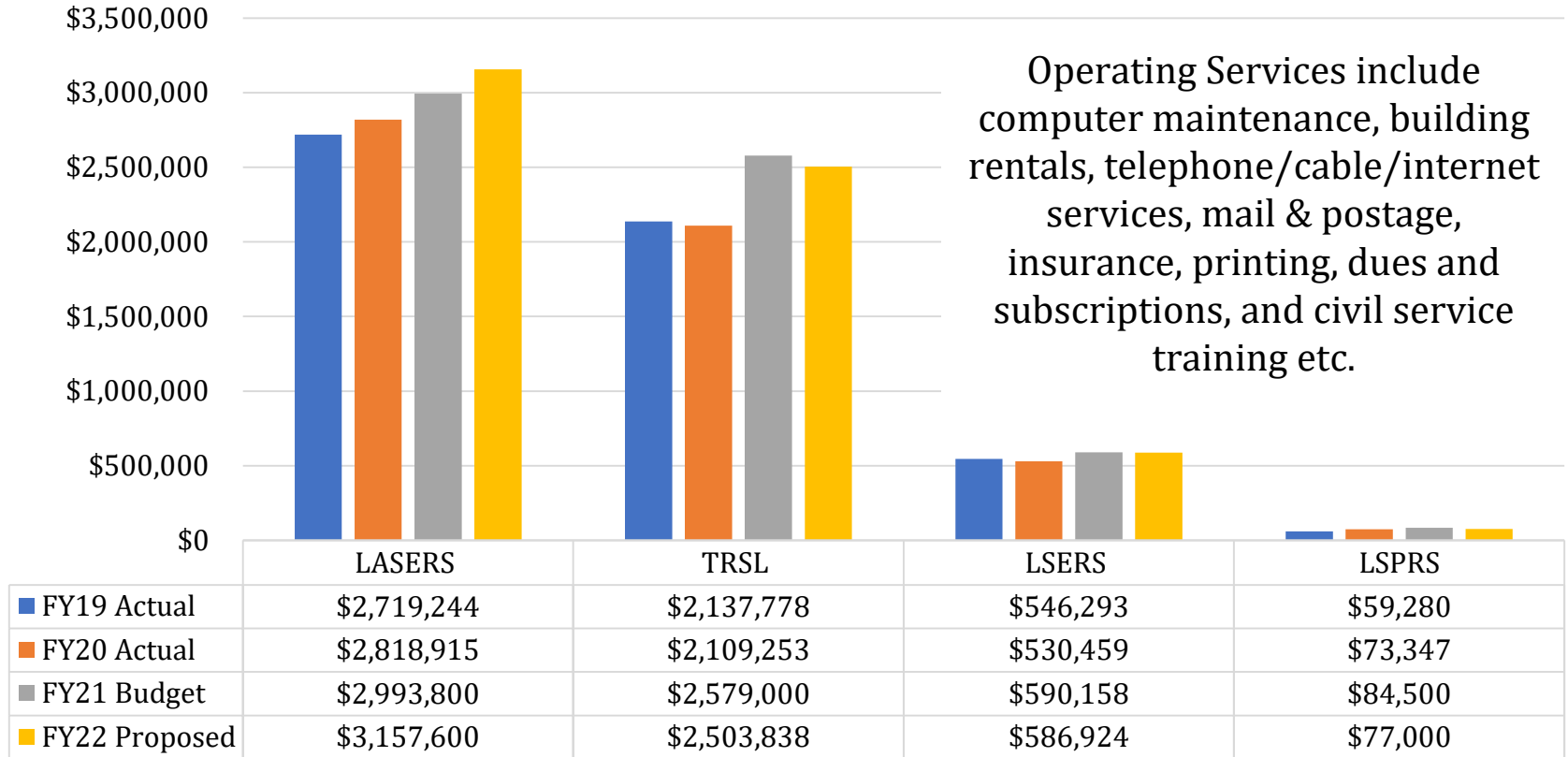
	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	\$14,756,369	\$14,123,339	\$3,024,129	\$480,699
FY20 Actual	\$15,575,610	\$14,777,008	\$3,185,625	\$524,217
FY21 Budget	\$16,426,300	\$17,012,151	\$3,364,384	\$598,500
FY22 Proposed	\$16,761,300	\$17,193,809	\$3,415,530	\$816,158

% of Total Expenditures	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	29.2%	25.4%	29.7%	15.6%
FY20 Actual	34.6%	26.7%	33.4%	16.3%
FY21 Budget	29.0%	27.0%	28.6%	16.4%
FY22 Proposed	31.0%	27.2%	29.2%	19.8%



Schedule 18 — State Retirement Systems

TOTAL OPERATING SERVICES



% of Total Expenditures	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	5.4%	3.9%	5.4%	1.9%
FY20 Actual	6.3%	3.8%	5.6%	2.3%
FY21 Budget	5.3%	4.1%	5.0%	2.3%
FY22 Proposed	5.8%	4.0%	5.0%	1.9%



Schedule 18 — State Retirement Systems

TOTAL TRAVEL EXPENSES



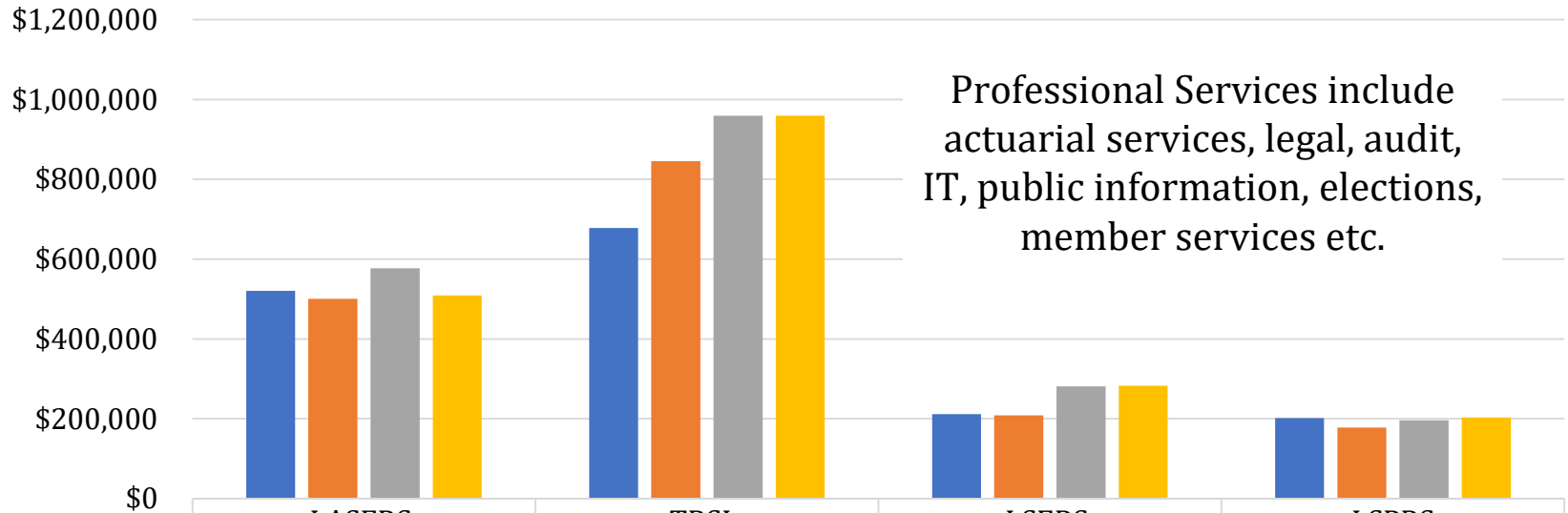
	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	\$177,582	\$72,955	\$67,420	\$8,816
FY20 Actual	\$83,172	\$56,278	\$40,982	\$11,044
FY21 Budget	\$181,000	\$96,000	\$79,745	\$15,000
FY22 Proposed	\$169,100	\$96,000	\$78,340	\$15,000

% of Total Expenditures	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	0.4%	0.1%	0.7%	0.3%
FY20 Actual	0.2%	0.1%	0.4%	0.3%
FY21 Budget	0.3%	0.2%	0.7%	0.4%
FY22 Proposed	0.3%	0.2%	0.7%	0.4%



Schedule 18 — State Retirement Systems

TOTAL PROFESSIONAL SERVICES



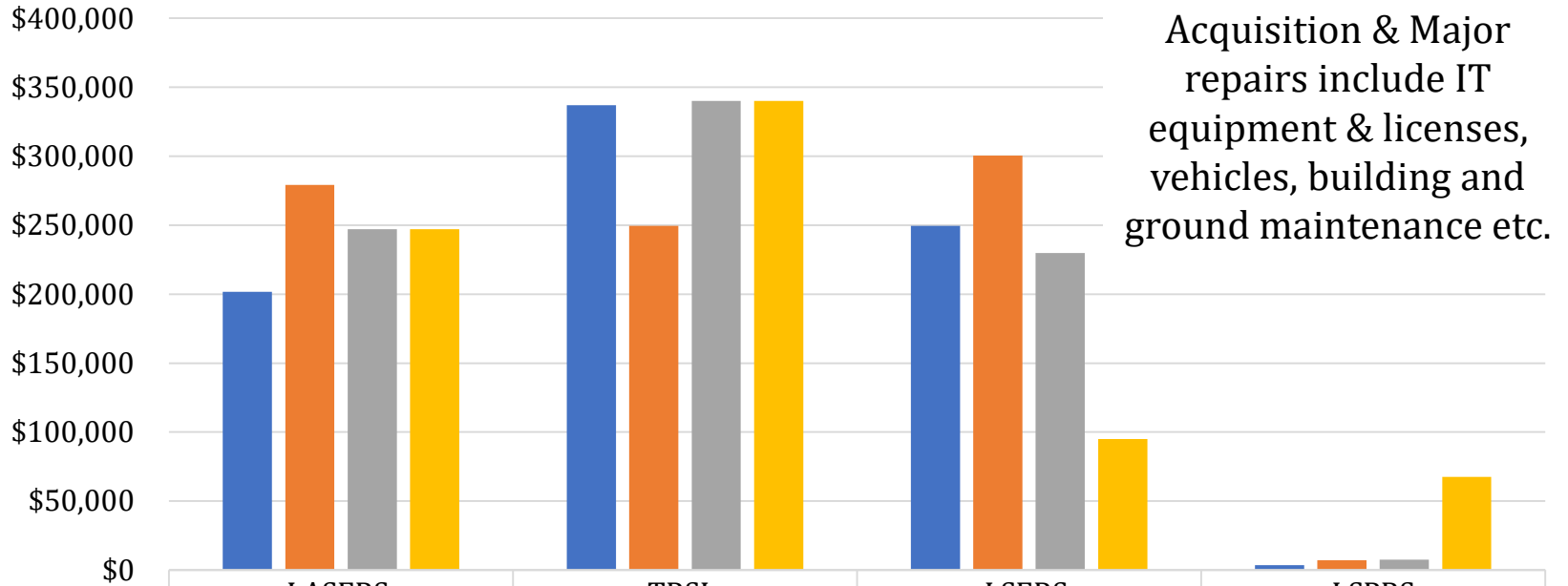
	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	\$520,327	\$677,905	\$211,639	\$201,883
FY20 Actual	\$500,733	\$845,343	\$208,795	\$178,100
FY21 Budget	\$577,000	\$959,000	\$281,124	\$196,500
FY22 Proposed	\$509,000	\$959,000	\$282,800	\$203,000

% of Total Expenditures	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	1.0%	1.2%	2.1%	6.6%
FY20 Actual	1.1%	1.5%	2.2%	5.5%
FY21 Budget	1.0%	1.5%	2.4%	5.4%
FY22 Proposed	0.9%	1.5%	2.4%	4.9%



Schedule 18 — State Retirement Systems

TOTAL ACQUISITION & MAJOR REPAIRS



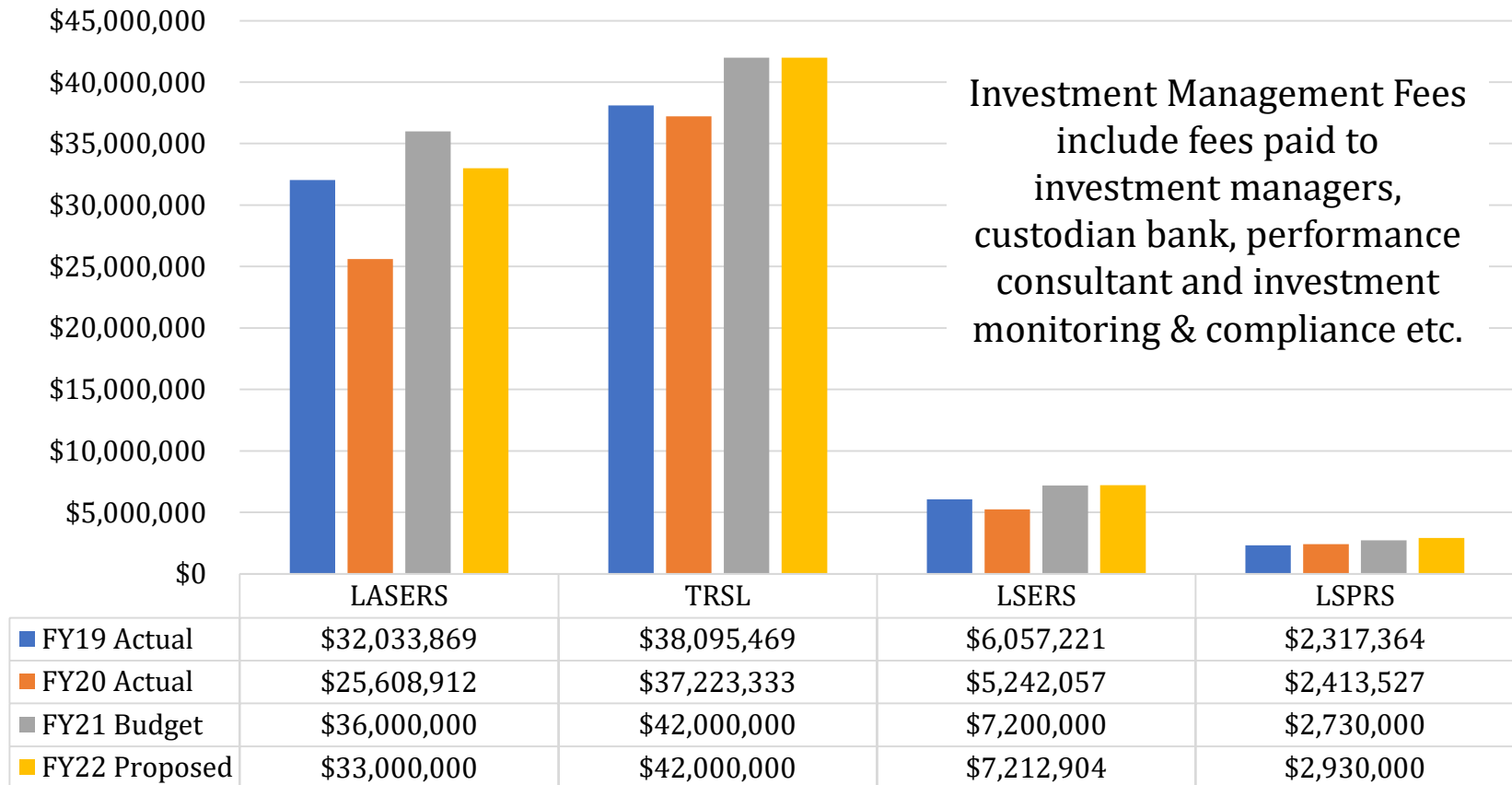
	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	\$201,629	\$336,899	\$249,595	\$3,524
FY20 Actual	\$279,215	\$249,608	\$300,389	\$6,993
FY21 Budget	\$247,000	\$340,000	\$229,750	\$7,500
FY22 Proposed	\$247,000	\$340,000	\$95,000	\$67,500

% of Total Expenditures	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	0.4%	0.6%	2.5%	0.1%
FY20 Actual	0.6%	0.5%	3.1%	0.2%
FY21 Budget	0.4%	0.5%	2.0%	0.2%
FY22 Proposed	0.5%	0.5%	0.8%	1.6%



Schedule 18 — State Retirement Systems

TOTAL INVESTMENT MANAGEMENT FEES



% of Total Expenditures	LASERS	TRSL	LSERS	LSPRS
FY19 Actual	63.3%	68.6%	59.6%	75.3%
FY20 Actual	56.9%	67.3%	54.9%	74.9%
FY21 Budget	63.6%	66.6%	61.2%	74.9%
FY22 Proposed	61.1%	66.5%	61.7%	71.1%

LOUISIANA STATE EMPLOYEES' RETIREMENT SYSTEM



Louisiana State Employees' Retirement System

The Louisiana State Employees' Retirement System (LASERS) was established by an Act of the Louisiana Legislature in 1946. LASERS administers a defined benefit plan under section 401(a) of the Internal Revenue Code. LASERS is a trust fund created to provide retirement and other benefits for state officers, employees, and their beneficiaries. Membership in LASERS is mandatory for all state employees whose employing agencies are LASERS participants, except those exempted by state law.

The LASERS Board of Trustees governs the retirement system. The Board is composed of thirteen (13) members, nine of whom are elected by the membership. Six of the elected Trustees are chosen by active members of LASERS. Three of the elected Trustees are chosen by retirees. Four ex officio seats are occupied by the Louisiana State Treasurer, the Chair of the Senate Committee on Retirement, a member of the House Committee on Retirement, and the Commissioner of the Division of Administration, or their designees.

Monthly Board meetings are open to the public, and take place in the fourth floor board room of the Louisiana Retirement Systems Building, located at 8401 United Plaza Boulevard, in Baton Rouge.



Louisiana State Employees' Retirement System

Total Categorical Expenditures

Expenditure Category	FY19 Actual	FY20 Actual	FY20 vs. FY19 Diff. %	FY21 Budget	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY21 Diff. %
Personal Services:	\$14,756,369	\$15,575,610	5.6%	\$16,426,300	\$16,761,300	\$335,000	2.0%
Salaries	\$9,836,120	\$10,178,806	3.5%	\$10,727,200	\$10,986,300	\$259,100	2.4%
Other Compensation	\$81,704	\$59,521	-27.2%	\$102,300	\$90,800	(\$11,500)	-11.2%
Board Members	\$6,000	\$5,100	-15.0%	\$10,000	\$10,000	\$0	0.0%
Related Benefits	\$4,832,545	\$5,332,183	10.3%	\$5,586,800	\$5,674,200	\$87,400	1.6%
Operating Expenses:	\$3,060,942	\$3,072,250	0.4%	\$3,359,800	\$3,511,700	\$151,900	4.5%
Travel	\$177,582	\$83,172	-53.2%	\$181,000	\$169,100	(\$11,900)	-6.6%
Operating Services	\$2,719,244	\$2,818,915	3.7%	\$2,993,800	\$3,157,600	\$163,800	5.5%
Supplies	\$164,116	\$170,163	3.7%	\$185,000	\$185,000	\$0	0.0%
Professional Services	\$520,327	\$500,733	-3.8%	\$577,000	\$509,000	(\$68,000)	-11.8%
Acquisitions	\$201,629	\$279,215	38.5%	\$247,000	\$247,000	\$0	0.0%
Total Administrative Expenditures	\$18,539,267	\$19,427,808	4.8%	\$20,610,100	\$21,029,000	\$418,900	2.0%
Investment Management Fees	\$32,033,869	\$25,608,912	-20.1%	\$36,000,000	\$33,000,000	(\$3,000,000)	-8.3%
Total Expenditures	\$50,573,136	\$45,036,720	-10.9%	\$56,610,100	\$54,029,000	(\$2,581,100)	-4.6%

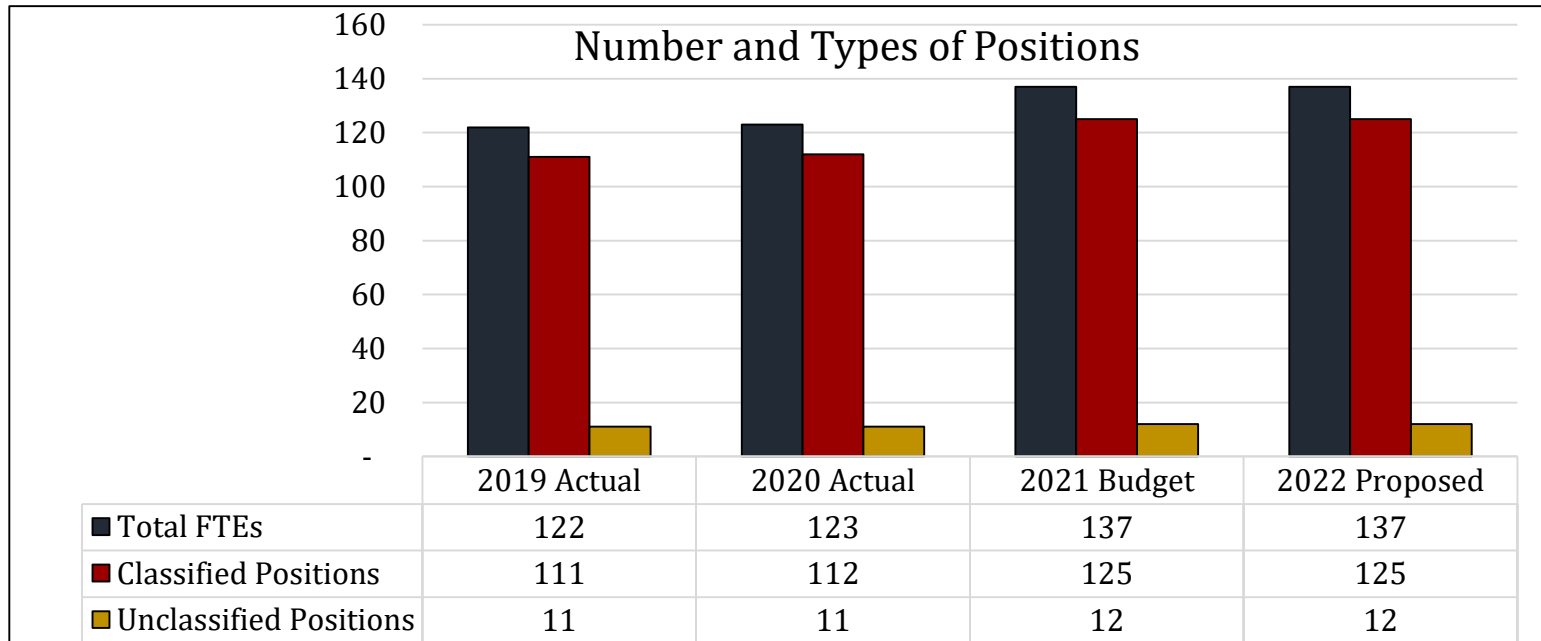
Significant Changes:

- Travel: FY20 Actual amount is lower than FY19 actual due to COVID-19 impact.
- Operating Services: FY22 proposed budget includes \$180,000 increase for computer maintenance of the Optimus imaging system, which has been in continual development for several years.



Louisiana State Employees' Retirement System

POSITIONS & FUNDING



Personal Services	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed
Salaries	\$9,836,120	\$10,178,806	\$10,727,200	\$10,986,300
Other Compensation	\$81,704	\$59,521	\$102,300	\$90,800
Board Members	\$6,000	\$5,100	\$10,000	\$10,000
Related Benefits	\$4,832,545	\$5,332,183	\$5,586,800	\$5,674,200
Total Personal Services	\$14,756,369	\$15,575,610	\$16,426,300	\$16,761,300

Examples of Other Compensation include pay for WAE employees, part-time employees, student workers, etc.

Average Salary = \$82,596



Louisiana State Employees' Retirement System Expenditures of Professional Services

LASERS	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed	FY22 vs. FY21	Diff.%
Accounting & Auditing	\$78,917	\$83,929	\$90,000	\$95,000	\$5,000	5.6%
Professional Services Expenditures	\$89,530	\$144,519	\$142,000	\$114,000	(\$28,000)	-19.7%
Legal	\$80,330	\$21,308	\$20,000	\$25,000	\$5,000	25.0%
Medical/Disability	\$45,050	\$43,968	\$110,000	\$60,000	(\$50,000)	-45.5%
Actuarial	\$226,500	\$206,310	\$215,000	\$215,000	\$0	0.0%
Professional travel	\$0	\$699	\$0	\$0	\$0	0.0%
Total	\$520,327	\$500,733	\$577,000	\$509,000	(\$68,000)	-11.8%

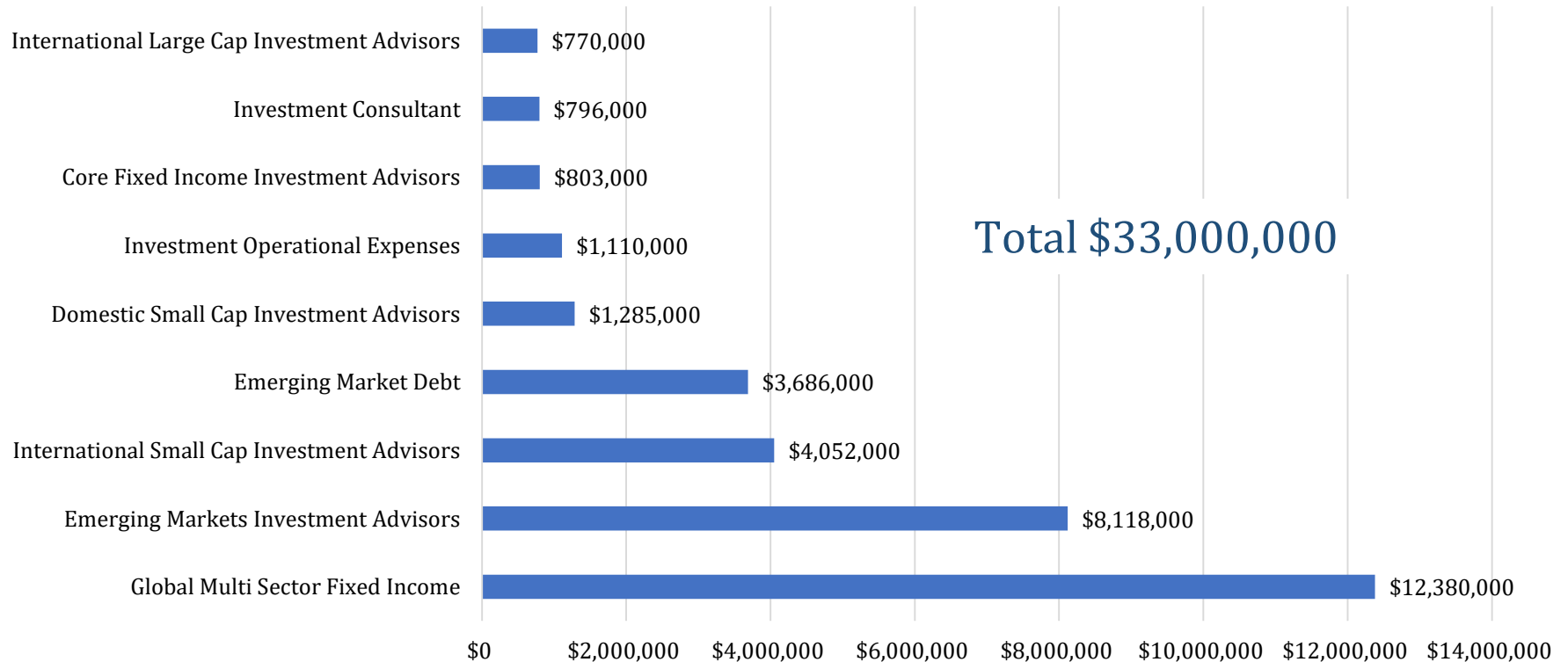
LASERS FY22 Proposed





Louisiana State Employees' Retirement System

FY22 Proposed Investment Management Fees





Louisiana State Employees' Retirement System

PERFORMANCE INFORMATION		FY18 Actual	FY19 Actual	FY20 Actual
Membership Census				
	Retirees	49,006	49,269	49,341
	Actives	39,293	39,533	39,487
	Drop	1,398	1,354	1,367
	Terminated Vested	3,720	3,744	3,691
Annual Benefits		\$1,317,635,325	\$1,300,064,580	\$1,328,286,600
Asset Valuation		\$12,360,520,632	\$12,520,853,360	\$12,617,189,040
Experience Account		\$11,241,902	\$11,824,506	\$12,289,990
Investment Yield				
	Market Value	8.79%	3.76%	-3.98%
	Actuarial Value	7.52%	5.18%	3.94%
Unfunded Accrued Liability		\$6,743,119,532	\$7,006,758,935	\$7,074,189,759
Funded Ratio		64.70%	64.10%	64.10%
Employee Contribution Rate		8.01%	8.02%	8.05%
Employer Contribution Rate (Aggregate)				
	Normal Cost	3.9%	3.8%	3.3%
	UAL+ Administrative Expenses	34.00%	37.00%	37.30%
Total		37.90%	40.80%	40.60%



Louisiana State Employees' Retirement System

Multi-Year IT Projects: Off Operating Budget

Since FY16, LASERS started multi-year IT projects which include ECM Imaging & Workflow System (Optimus), Upgrade of Employer Self-Service (ESS) Security, JDEdwards (JDE), and BizTalk. These projects will span over several budget years.

Upgrading security for ESS will reduce the risk of unauthorized external access. The JDE and Optimus upgrades are necessary for continued vendor support and vendor supplied security patches. BizTalk is used for all external and some internal interfaces. The product will reach end of life in 2021, requiring an upgrade to ensure functionality and continued Microsoft product security updates.

Expenditures	FY16	FY17	FY18	FY19	FY20	FY21 Budget	FY22 Proposed
Operating Services	\$0	\$0	\$0	\$142,278	\$0	\$71,700	\$60,000
Professional Services	\$145,770	\$1,459,238	\$1,646,874	\$848,268	\$247,072	\$923,328	\$1,092,028
Acquisitions	\$0	\$508,209	\$3,471	\$12,494	\$0	\$27,000	\$0
Total	\$145,770	\$1,967,447	\$1,650,345	\$1,003,040	\$247,072	\$1,022,028	\$1,152,028

TOTAL FOR LAST 5 YEARS: \$5,013,674.

Note: FY22 proposed budget includes the remaining balance of the FY21 Budget vs. FY21 Actual.

TEACHERS' RETIREMENT SYSTEM OF LOUISIANA



Teachers' Retirement System of Louisiana

Teachers Retirement System of Louisiana (TRSL) is the state's largest public retirement system, providing services and benefits to more than 160,000 individuals. Founded in 1936, TRSL is a governmental defined benefit plan qualified under Section 401(a) of the Internal Revenue Code as a public trust fund to provide retirement benefits for its members in the Higher Education System.

The TRSL Board of Trustees meets monthly and is made up of 17 members. Twelve are elected by TRSL members or retirees, and five serve by virtue of the office he or she holds-- the State Superintendent of Education (ex officio), the State Treasurer (ex officio), the Chair of the Senate Retirement Committee (ex officio), Commissioner of the Division of Administration (ex officio), and the Chair of the House Retirement Committee (appointed by House Speaker), or their designees.

The twelve elected members are:

- Seven district representatives
- One representative for parish/city superintendents
- One representative for state colleges/universities
- One representative for school food service personnel
- Two representatives for retired TRSL members



Teachers' Retirement System of Louisiana

Total Categorical Expenditures

Expenditure Category	FY19 Actual	FY20 Actual	FY20 vs. FY19 Diff. %	FY21 Budget	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY21 Diff. %
Personal Services:	\$14,123,339	\$14,777,008	4.6%	\$17,012,151	\$17,193,809	\$181,658	1.1%
Salaries	\$9,456,797	\$9,845,919	4.1%	\$11,165,045	\$11,435,763	\$270,718	2.4%
Other Compensation	\$38,630	\$28,929	-25.1%	\$52,650	\$66,690	\$14,040	26.7%
Board Members	\$10,275	\$7,875	-23.4%	\$21,000	\$21,000	\$0	0.0%
Related Benefits	\$4,617,637	\$4,894,285	6.0%	\$5,773,456	\$5,670,356	(\$103,100)	-1.8%
Operating Expenses:	\$2,273,213	\$2,220,118	-2.3%	\$2,745,000	\$2,669,838	(\$75,162)	-2.7%
Travel	\$72,955	\$56,278	-22.9%	\$96,000	\$96,000	\$0	0.0%
Operating Services	\$2,137,778	\$2,109,253	-1.3%	\$2,579,000	\$2,503,838	(\$75,162)	-2.9%
Supplies	\$62,480	\$54,587	-12.6%	\$70,000	\$70,000	\$0	0.0%
Professional Services	\$677,905	\$845,343	24.7%	\$959,000	\$959,000	\$0	0.0%
Acquisitions	\$336,899	\$249,608	-25.9%	\$340,000	\$340,000	\$0	0.0%
Total Administrative Expenditures	\$17,411,356	\$18,092,077	3.9%	\$21,056,151	\$21,162,647	\$106,496	0.5%
Investment Management Fees	\$38,095,469	\$37,223,333	-2.3%	\$42,000,000	\$42,000,000	\$0	0.0%
Total Expenditures	\$55,506,825	\$55,315,410	-0.3%	\$63,056,151	\$63,162,647	\$106,496	0.2%

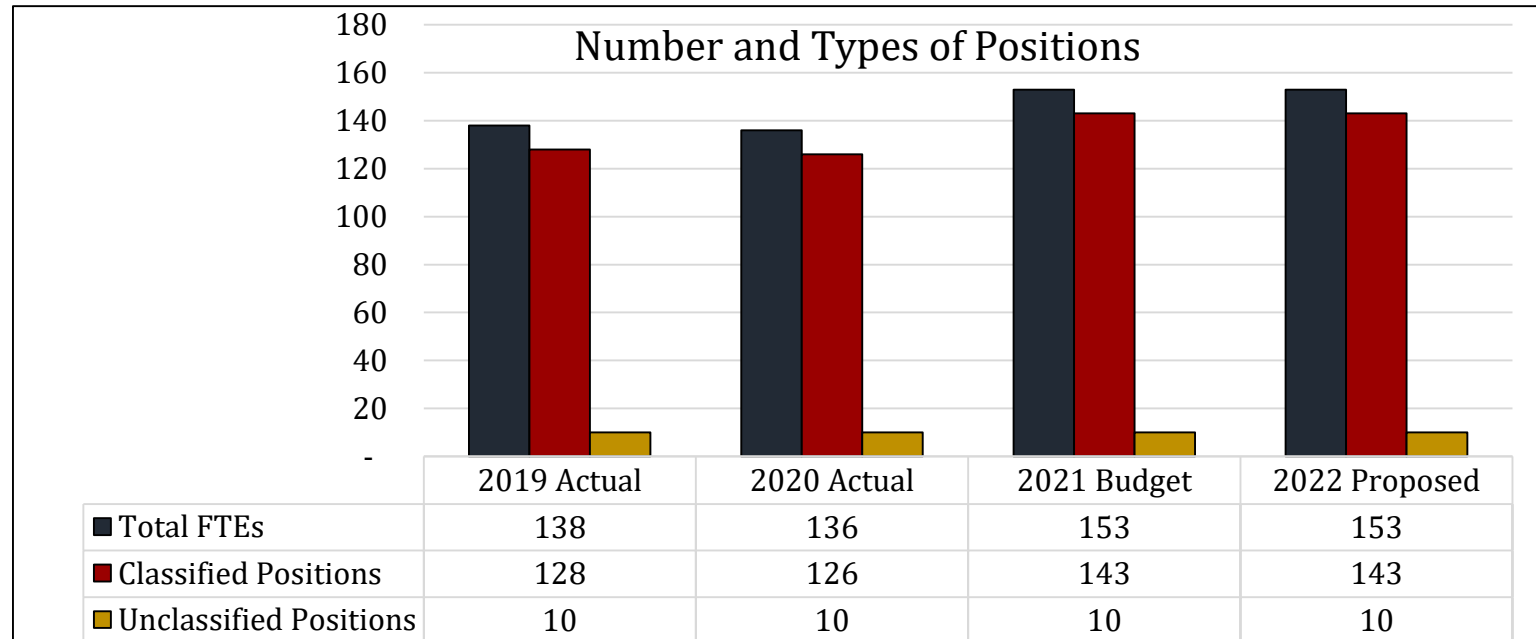
Significant Changes:

- Travel: FY20 Actual amount is lower than FY19 actual due to COVID-19 impact.
- Professional Services: FY20 includes one time expenditures to upgrade the call management system (\$92,044) and the document management and workflow systems(\$134,050).



Teachers' Retirement System of Louisiana

POSITIONS & FUNDING



Personal Services	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed
Salaries	\$9,456,797	\$9,845,919	\$11,165,045	\$11,435,763
Other Compensation	\$38,630	\$28,929	\$52,650	\$66,690
Board Members	\$10,275	\$7,875	\$21,000	\$21,000
Related Benefits	\$4,617,637	\$4,894,285	\$5,773,456	\$5,670,356
Total Personal Services	\$14,123,339	\$14,777,008	\$17,012,151	\$17,193,809

Examples of Other Compensation include pay for WAE employees, part-time employees, student workers, etc.

Average Salary = \$74,743

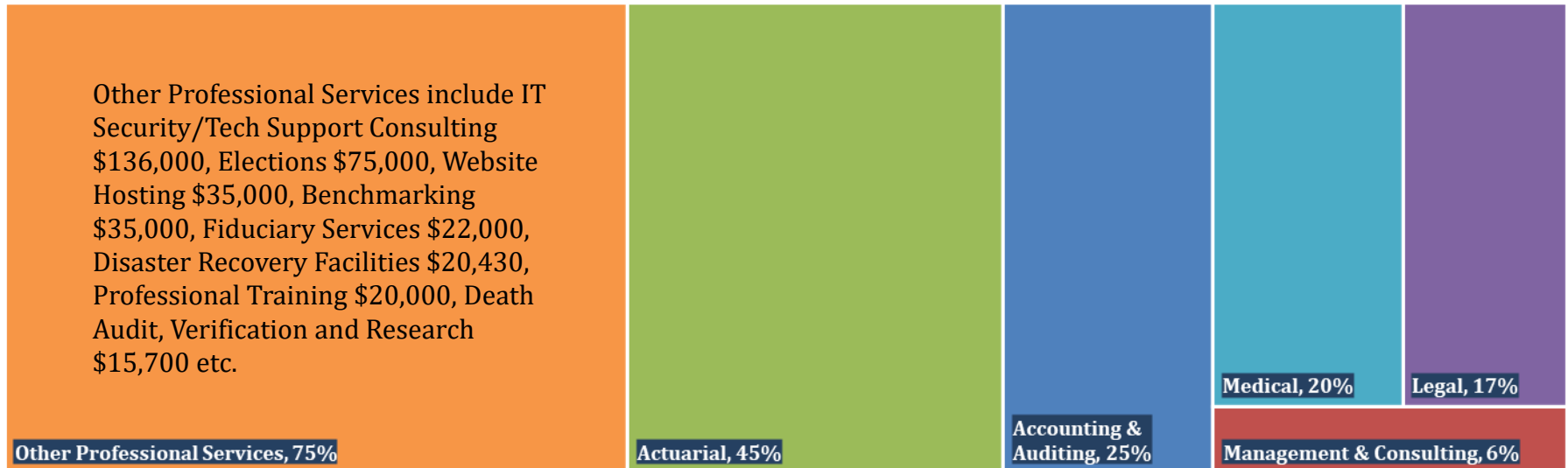


Teachers' Retirement System of Louisiana

Expenditures of Professional Services

TRSL	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed	FY22 vs. FY21	Diff.%
Accounting & Auditing	\$110,486	\$91,256	\$128,500	\$128,500	\$0	0.0%
Management & Consulting	\$28,416	\$244,861	\$35,580	\$31,000	(\$4,580)	-12.9%
Actuarial	\$187,820	\$198,610	\$230,720	\$230,720	\$0	0.0%
Legal	\$18,568	\$17,908	\$102,500	\$86,500	(\$16,000)	-15.6%
Medical	\$75,280	\$86,300	\$100,000	\$100,000	\$0	0.0%
Other Professional Services	\$257,335	\$206,408	\$361,700	\$382,280	\$20,580	0.0%
Total	\$677,905	\$845,343	\$959,000	\$959,000	\$0	0.0%

TRSL FY22 Proposed

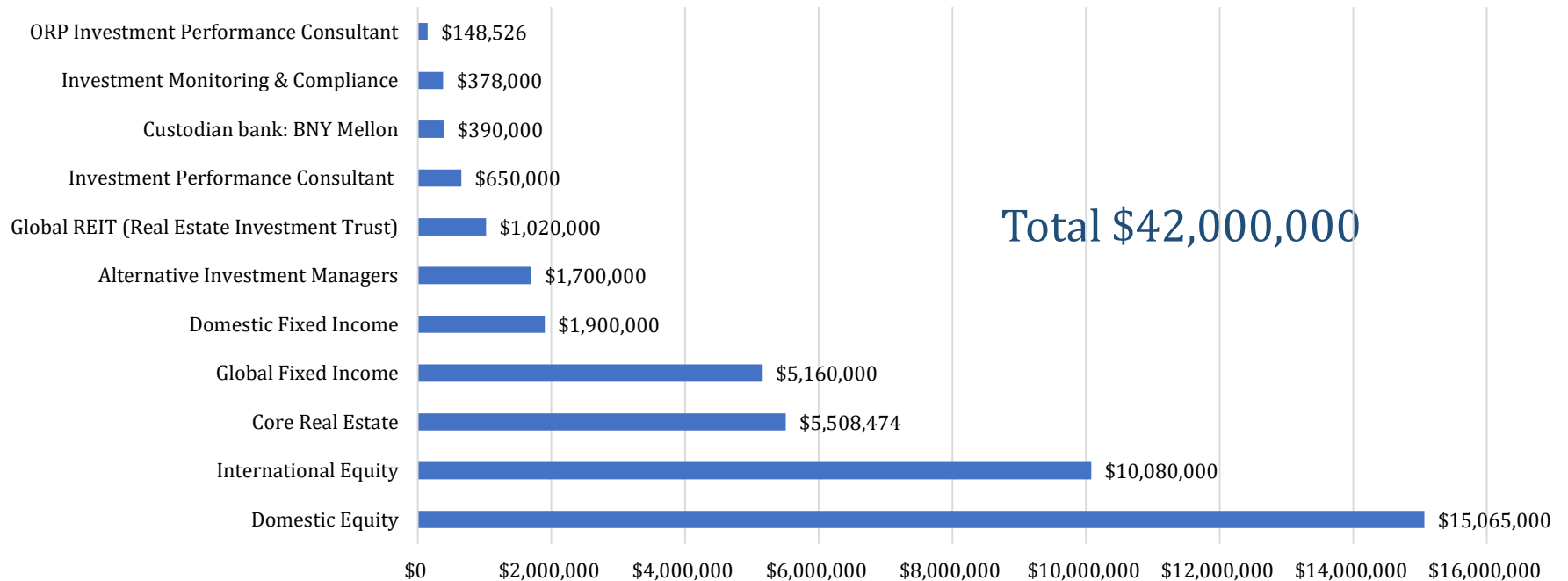


Note: Other Professional Services include IT consulting, elections, disaster recovery, website hosting, professional training etc.



Teachers' Retirement System of Louisiana

FY22 Proposed Investment Management Fees





Teachers' Retirement System of Louisiana

PERFORMANCE INFORMATION		FY18 Actual	FY19 Actual	FY20 Actual
Membership Census				
	Retirees	78,423	79,647	80,536
	Actives	85,045	85,998	86,860
	Drop	2,420	2,462	2,359
	Terminated Vested	7,211	7,574	7,992
Annual Benefits		\$1,986,400,248	\$2,033,557,103	\$2,072,641,570
Asset Valuation		\$20,319,561,584	\$21,183,177,985	\$21,971,040,392
Experience Account		\$85,129,775	\$91,497,197	\$97,714,607
Investment Yield				
	Market Value	11.15%	5.86%	0.82%
	Actuarial Value	9.48%	7.48%	6.80%
Unfunded Accrued Liability		\$10,552,318,323	\$10,390,968,872	\$10,369,997,921
Funded Ratio		65.80%	67.10%	67.90%
Employee Contribution Rate				
	Regular Plan	8.00%	8.00%	8.00%
	Plan A	9.10%	9.10%	9.10%
	Plan B	5.00%	5.00%	5.00%
Employer Contribution Rate (Aggregate)				
	Normal Cost	4.20%	4.27%	3.25%
	UAL+ Administrative Expenses	22.21%	22.25%	22.64%
Total		26.41%	26.52%	25.89%

LOUISIANA SCHOOL EMPLOYEES' RETIREMENT SYSTEM



Louisiana School Employees' Retirement System

The Louisiana School Employees' Retirement System (LSERS) was created on July 31, 1946 and became fully operational as of July 1, 1947, as established by Louisiana Revised Statute 11:1001.

LSERS membership is comprised of non-instructional personnel of the Louisiana public school system.

LSERS is governed by a 12-member Board of trustees made up of 6 elected representatives and 6 appointed members. Elected members serve four-year terms.

Four active members of the Board are elected by active members of the retirement system from four districts (District 1, District 2, District 3, District 4). Two retired members (Division 1, Division 2) are elected at-large by retirees of the retirement system.

The Six Appointed (Ex-Officio) Members are: the President of the Louisiana School Bus Operators' Association; the Chair of the House Committee on Retirement; the Chair of the Senate Committee on Retirement; the Secretary of State; the State Treasurer; the Commissioner of the Division of Administration or their designees.



Louisiana School Employees' Retirement System

Total Categorical Expenditures

Expenditure Category	FY19 Actual	FY20 Actual	FY20 vs. FY19 Diff. %	FY21 Budget	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY21 Diff. %
Personal Services:	\$3,024,129	\$3,185,625	5.3%	\$3,364,384	\$3,415,530	\$51,146	1.5%
Salaries	\$2,044,712	\$2,136,940	4.5%	\$2,207,148	\$2,265,251	\$58,103	2.6%
Other Compensation	\$0	\$0	0.0%	\$0	\$0	\$0	0.0%
Board Members	\$6,150	\$5,250	-14.6%	\$7,350	\$7,350	\$0	0.0%
Related Benefits	\$973,267	\$1,043,435	7.2%	\$1,149,886	\$1,142,929	(\$6,957)	-0.6%
Operating Expenses:	\$628,897	\$603,348	-4.1%	\$687,138	\$683,774	(\$3,364)	-0.5%
Travel	\$67,420	\$40,982	-39.2%	\$79,745	\$78,340	(\$1,405)	-1.8%
Operating Services	\$546,293	\$530,459	-2.9%	\$590,158	\$586,924	(\$3,234)	-0.5%
Supplies	\$15,184	\$31,907	110.1%	\$17,235	\$18,510	\$1,275	7.4%
Professional Services	\$211,639	\$208,795	-1.3%	\$281,124	\$282,800	\$1,676	0.6%
Acquisitions	\$249,595	\$300,389	20.4%	\$229,750	\$95,000	(\$134,750)	-58.7%
Total Administrative Expenditures	\$4,114,260	\$4,298,157	4.5%	\$4,562,396	\$4,477,104	(\$85,292)	-1.9%
Investment Management Fees	\$6,057,221	\$5,242,057	-13.5%	\$7,200,000	\$7,212,904	\$12,904	0.2%
Total Expenditures	\$10,171,481	\$9,540,214	-6.2%	\$11,762,396	\$11,690,008	(\$72,388)	-0.6%

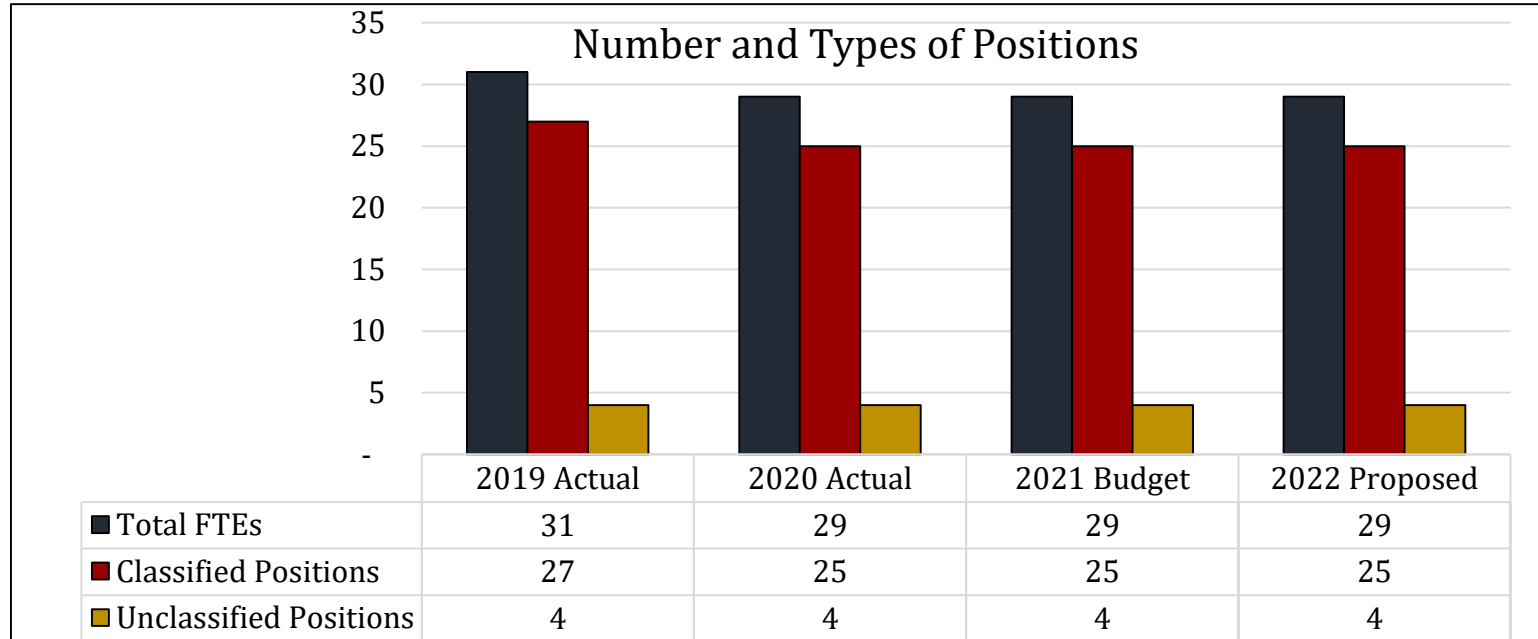
Significant Changes:

- Acquisitions: FY21 budget included one time expenditures for Cooling Towers and A/C pneumatic system upgrade projects, which is reduced in FY22.



Louisiana School Employees' Retirement System

POSITIONS & FUNDING



Personal Services	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed
Salaries	\$2,044,712	\$2,136,940	\$2,207,148	\$2,265,251
Other Compensation	\$0	\$0	\$0	\$0
Board Members	\$6,150	\$5,250	\$7,350	\$7,350
Related Benefits	\$973,267	\$1,043,435	\$1,149,886	\$1,142,929
Total Personal Services	\$3,024,129	\$3,185,625	\$3,364,384	\$3,415,530

Examples of Other Compensation include pay for WAE employees, part-time employees, student workers, etc.

Average Salary = \$78,112

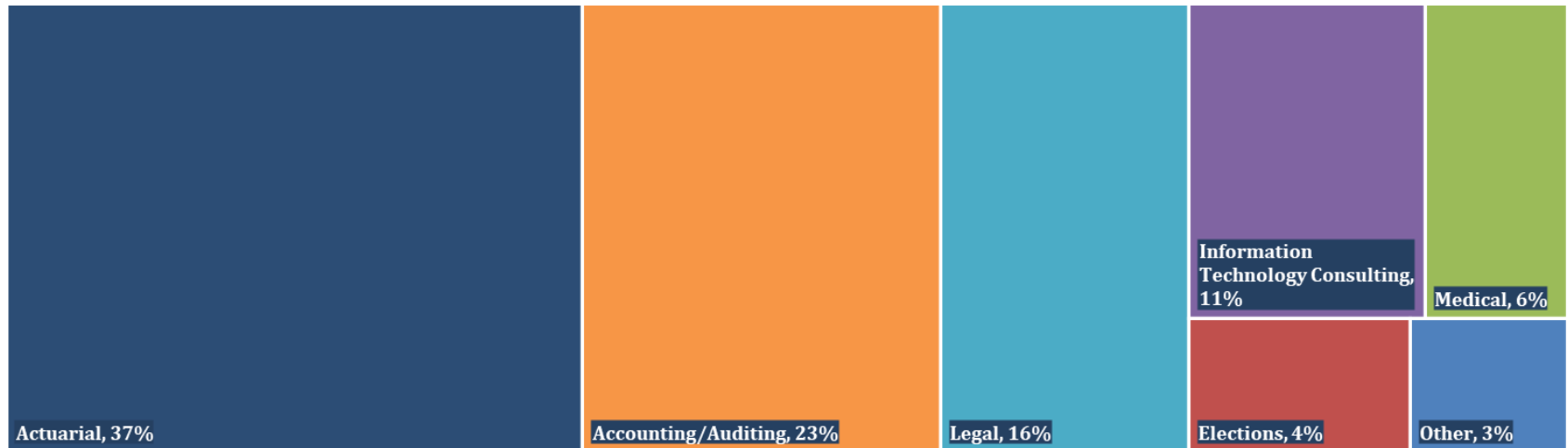


Louisiana School Employees' Retirement System

Expenditures of Professional Services

LSERS	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed	FY22 vs. FY21	Diff.%
Accounting/Auditing	\$73,975	\$64,900	\$64,900	\$64,900	\$0	0.0%
Medical	\$8,200	\$6,350	\$18,000	\$18,000	\$0	0.0%
Actuarial	\$99,732	\$96,300	\$102,724	\$104,400	\$1,676	1.6%
Investigations	\$3,446	\$3,446	\$4,000	\$4,000	\$0	0.0%
Legal	\$17,146	\$12,154	\$45,000	\$45,000	\$0	0.0%
Elections	\$0	\$0	\$12,000	\$12,000	\$0	0.0%
Information Technology Consulting	\$4,790	\$21,295	\$30,000	\$30,000	\$0	0.0%
Newsletter Publishing	\$4,350	\$4,350	\$4,500	\$4,500	\$0	0.0%
Total	\$211,639	\$208,795	\$281,124	\$282,800	\$1,676	0.6%

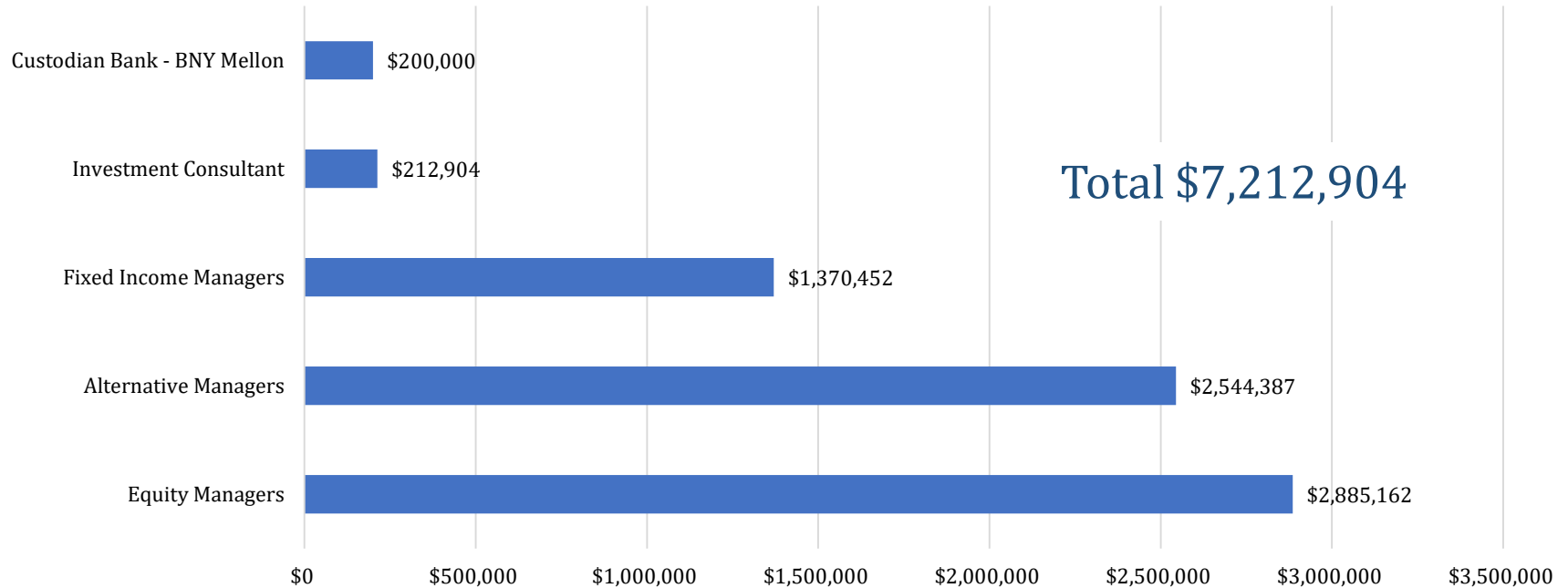
LSERS FY22 Proposed





Louisiana School Employees' Retirement System

FY22 Proposed Investment Management Fees





Louisiana School Employees' Retirement System

PERFORMANCE INFORMATION	FY18 Actual	FY19 Actual	FY20 Actual
Membership Census			
Retirees	13,482	13,648	13,657
Actives	12,033	11,920	11,925
Drop	631	605	595
Terminated Vested	339	333	395
Terminated Due a Refund	4,475	4,328	4,425
Annual Benefits	\$171,928,421	\$176,378,784	\$178,634,191
Asset Valuation	\$1,949,906,654	\$1,964,143,343	\$1,963,950,923
Experience Account	\$4,911,217	\$5,174,949	\$5,413,514
Investment Yield			
Market Value	6.41%	4.70%	-0.42%
Actuarial Value	7.64%	5.37%	4.61%
Unfunded Accrued Liability	\$664,343,734	\$676,307,996	\$685,124,807
Funded Ratio	74.59%	74.39%	74.14%
Employee Contribution Rate	7.50%	7.50%	7.50%
New members on/after 7/1/2010	8.00%	8.00%	8.00%
Employer Contribution Rate (Aggregate)			
Normal Cost	7.80%	7.70%	7.40%
UAL+ Administrative Expenses	20.20%	21.70%	21.30%
Total	28.00%	29.40%	28.70%

LOUISIANA STATE POLICE RETIREMENT SYSTEM



Louisiana State Police Retirement System

The Louisiana State Police Retirement System (LSPRS) was first established in 1938 (Act No. 293) by the Louisiana Legislature. LSPRS is a qualified pension and retirement plan under Section 401(a) of the Internal Revenue Code created to provide retirement benefits for Louisiana state police officers and their beneficiaries. An eleven (11) member Board of Trustees oversees LSPRS's operations.

The Louisiana State Police Retirement System Board of Trustees is composed of the following members: The state treasurer or his designee; the commissioner of administration or his designee; the superintendent of the office of state police or his designee; the president of the Louisiana State Troopers' Association; the president of the Central State Troopers' Coalition; a member of the House Committee on Retirement appointed by the speaker of the House of Representatives or the member's designee; the chairman of the Senate Committee on Retirement or his designee; one member of the system, who has credit for at least five years of service at the time of taking office, to be elected at large by a majority of votes cast by the active members of the system; one member of the system, who is a retiree at the time of taking office, to be elected at large by a majority of votes cast by the retired members of the system; one member of the system who has credit for at least five years of service at the time of taking office, or who is a retiree at the time of taking office, to be elected at large by a majority of votes cast by the active and retired members of the system; one surviving spouse of a deceased member to be elected at large by a majority of votes cast by the active and retired members of the system.



Louisiana State Police Retirement System

Total Categorical Expenditures

Expenditure Category	FY19 Actual	FY20 Actual	FY20 vs. FY19 Diff.%	FY21 Budget	FY22 Proposed	FY22 vs. FY21	FY22 vs. FY21 Diff.%
Personal Services:	\$480,699	\$524,217	9.1%	\$598,500	\$816,158	\$217,658	36.4%
Salaries	\$341,893	\$383,656	12.2%	\$392,500	\$464,193	\$71,693	18.3%
Other Compensation	\$0	\$0	0.0%	\$0	\$105,776	\$105,776	100.0%
Board Members	\$2,242	\$1,318	-41.2%	\$3,500	\$3,500	\$0	0.0%
Related Benefits	\$136,564	\$139,243	2.0%	\$202,500	\$242,689	\$40,189	19.8%
Operating Expenses:	\$76,047	\$98,840	30.0%	\$112,500	\$107,000	(\$5,500)	-4.9%
Travel	\$8,816	\$11,044	25.3%	\$15,000	\$15,000	\$0	0.0%
Operating Services	\$59,280	\$73,347	23.7%	\$84,500	\$77,000	(\$7,500)	-8.9%
Supplies	\$7,951	\$14,449	81.7%	\$13,000	\$15,000	\$2,000	15.4%
Professional Services	\$201,883	\$178,100	-11.8%	\$196,500	\$203,000	\$6,500	3.3%
Acquisitions	\$3,524	\$6,993	98.4%	\$7,500	\$67,500	\$60,000	800.0%
Total Administrative Expenditures	\$762,153	\$808,150	6.0%	\$915,000	\$1,193,658	\$278,658	30.5%
Investment Management Fees	\$2,317,364	\$2,413,527	4.1%	\$2,730,000	\$2,930,000	\$200,000	7.3%
Total Expenditures	\$3,079,517	\$3,221,677	4.6%	\$3,645,000	\$4,123,658	\$478,658	13.1%

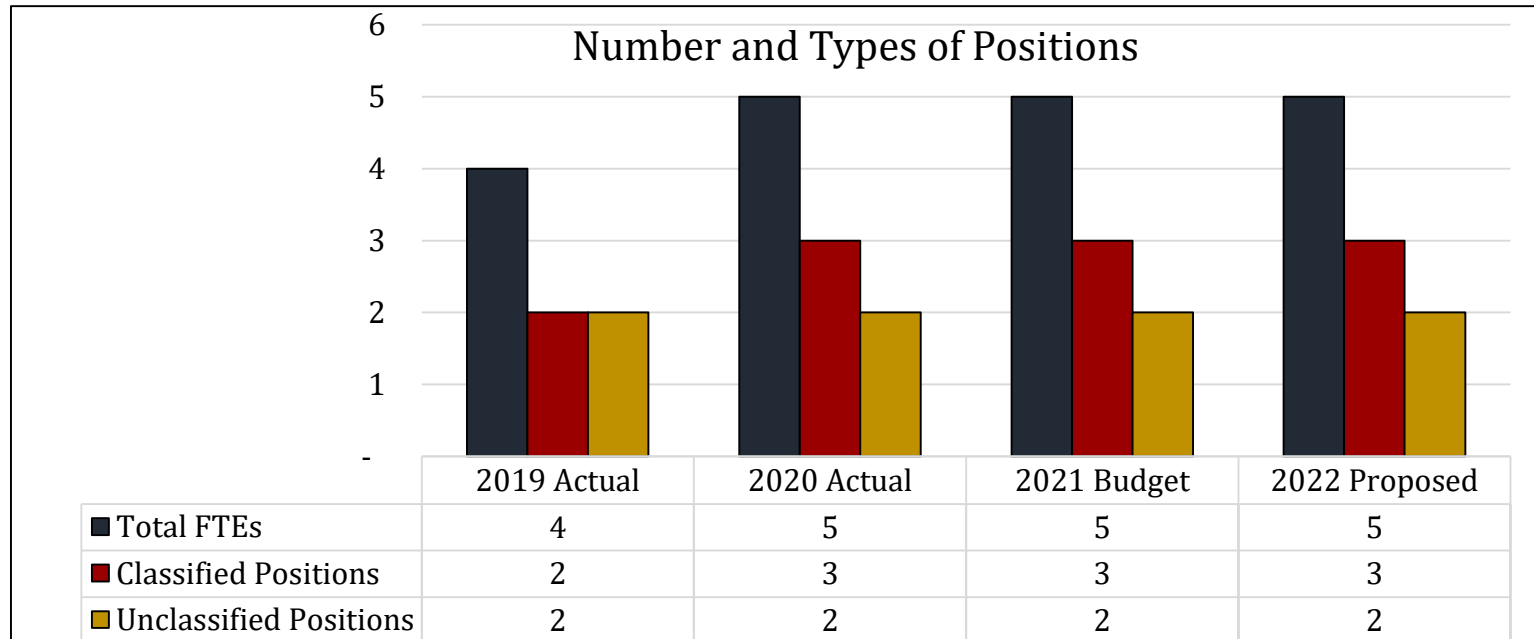
Significant Changes:

- Personal Services: Additional positions are added for increased workload. One retiree's related benefits was under budgeted in FY21, it is corrected in FY22.
- Acquisitions: New hardware and software to computerize the retirement benefit calculations instead of calculating manually.



Louisiana State Police Retirement System

POSITIONS & FUNDING



Personal Services	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed
Salaries	\$341,893	\$383,656	\$392,500	\$464,193
Other Compensation	\$0	\$0	\$0	\$105,776
Board Members	\$2,242	\$1,318	\$3,500	\$3,500
Related Benefits	\$136,564	\$139,243	\$202,500	\$242,689
Total Personal Services	\$480,699	\$524,217	\$598,500	\$816,158

Examples of Other Compensation include pay for WAE employees, part-time employees, student workers, etc.

Average Salary = \$92,839



Louisiana State Police Retirement System

Expenditures of Professional Services

LSPRS	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Proposed	FY22 vs. FY21	Diff.%
Accounting Services	\$51,000	\$51,000	\$54,000	\$60,000	\$6,000	11.1%
Auditing Fees	\$9,935	\$9,935	\$14,000	\$14,000	\$0	0.0%
Computer Consultant Fees	\$18,183	\$18,073	\$27,000	\$30,000	\$3,000	11.1%
Legal Fees	\$73,172	\$54,065	\$50,000	\$40,000	(\$10,000)	-20.0%
Medical Examinations	\$1,814	\$1,227	\$4,000	\$4,000	\$0	0.0%
Actuarial Fees	\$47,779	\$43,800	\$47,500	\$55,000	\$7,500	15.8%
Total	\$201,883	\$178,100	\$196,500	\$203,000	\$6,500	3.3%

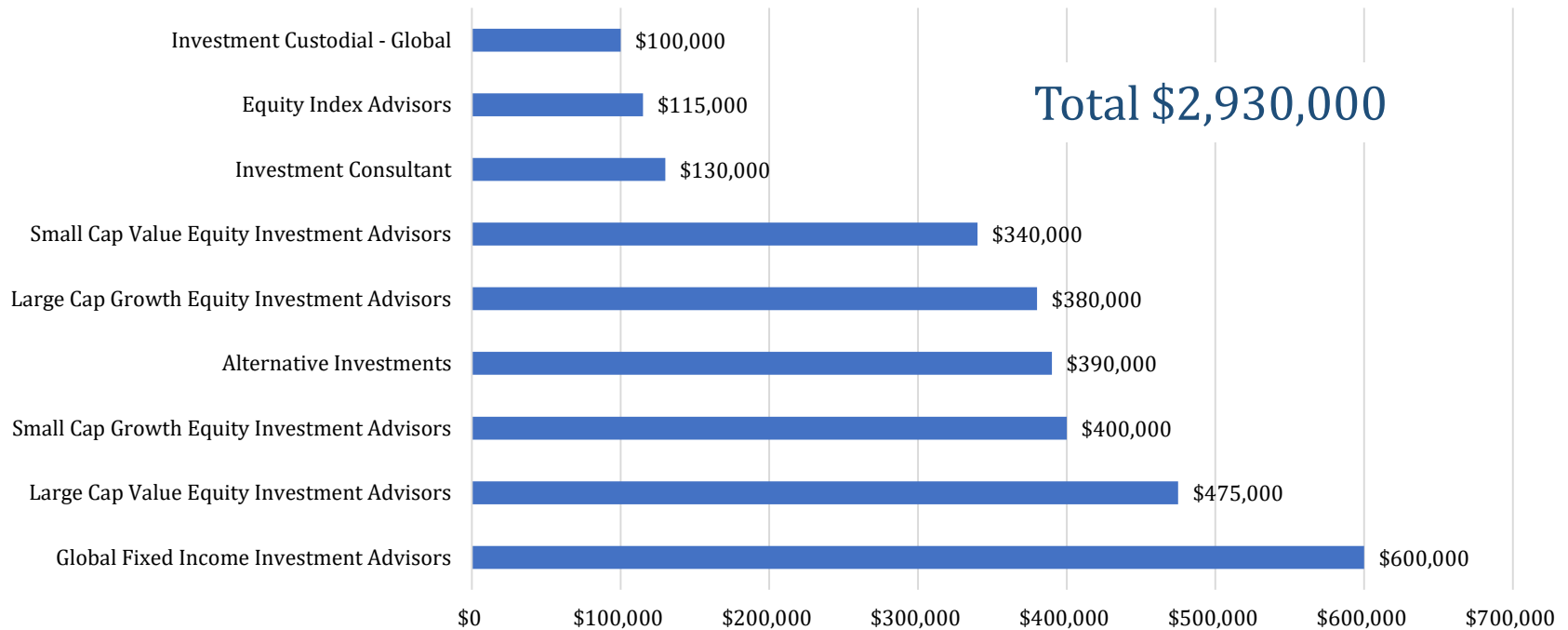
FY22 Proposed





Louisiana State Police Retirement System

FY22 Proposed Investment Management Fees





Louisiana State Police Retirement System

PERFORMANCE INFORMATION	FY18 Actual	FY19 Actual	FY20 Actual
Membership Census			
Retirees	1,129	1,239	1,268
Actives	1,174	1,033	1,029
DROP	0	0	0
Terminated Due a Deferred Benefit	44	44	38
Terminated Due a Refund	169	170	179
Annual Benefits	\$47,329,769	\$54,960,399	\$59,283,228
Asset Valuation	\$848,456,307	\$893,350,033	\$891,750,736
Experience Account	\$1,957,062	\$2,079,574	\$2,195,198
Investment Yield			
Market Value	9.40%	4.12%	1.15%
Actuarial Value	8.22%	6.26%	5.56%
Unfunded Accrued Liability	\$292,799,239	\$310,622,407	\$324,114,494
Funded Ratio	74.34%	74.19%	74.16%
Employee Contribution Rate	8.50%	8.50%	8.50%
New Hires after 12/31/2010	9.50%	9.50%	9.50%
Employer Contribution Rate (Aggregate)			
Normal Cost	26.43%	20.30%	20.30%
UAL+ Administrative Expenses	17.57%	28.80%	32.10%
Total	44.00%	49.10%	52.40%

Teachers' Retirement System of Louisiana (TRSL)

Program Authorization: Const. Art. 10, Section 29; R.S. 11:701 et seq.

Agency Description

TRSL is a defined benefit pension plan, established by the state legislature on August 1, 1936, to provide retirement benefits for retired members and their beneficiaries.

FY 2021-2022 Budget Summary

	<u>Prior Year</u> <u>Actuals</u> <u>FY 19-20</u>	<u>Existing</u> <u>Operating</u> <u>Budget</u> <u>FY 20-21</u>	<u>Proposed</u> <u>Operating</u> <u>Budget</u> <u>FY 21-22</u>	<u>Total</u> <u>Proposed</u> <u>Over/Under</u> <u>Existing</u>	<u>%</u> <u>Change</u>
Expenditures & Request:					
Personnel Services	\$ 14,777,007	\$ 17,012,151	\$ 17,193,809	\$ 181,658	1.1%
Operating Expenses	2,147,404	2,655,000	2,579,838	(75,162)	(2.8%)
Professional Services	845,343	959,000	959,000	0	0.0%
Other Charges/Interagency Transfers	72,713	90,000	90,000	0	0.0%
Acquisitions & Major Repairs	249,608	340,000	340,000	0	0.0%
Total Administrative Expenses	18,092,075	21,056,151	21,162,647	106,496	0.5%
Investment Management Fees	37,223,333	42,000,000	42,000,000	0	0.0%
TOTAL EXPENDITURES & REQUEST	\$ 55,315,408	\$ 63,056,151	\$ 63,162,647	\$ 106,496	0.2%

Authorized Full-Time Equivalents:

Classified	143	143	143	0	0.0%
Unclassified	<u>10</u>	<u>10</u>	<u>10</u>	<u>0</u>	<u>0.0%</u>
Total FTEs	153	153	153	0	0.0%

Major Changes from Existing Operating Budget: TRSL

\$	63,056,151	FY 20-21 Existing Operating Budget
\$	181,658	Personnel Services
\$	-	Travel
\$	(75,162)	Operating Services
\$	-	Supplies
\$	-	Professional Services
\$	-	Other Charges
\$	-	Interagency Transfers
\$	-	Acquisitions
\$	-	Investment Expenses
<u>\$</u>	<u>63,162,647</u>	FY 21-22 Proposed Operating Budget

FY 2021-2022 Budget Summary: TRSL

	<u>Prior Year</u> <u>Actuals</u> <u>FY 19-20</u>	<u>Existing</u> <u>Operating</u> <u>Budget</u> <u>FY 20-21</u>	<u>Proposed</u> <u>Operating</u> <u>Budget</u> <u>FY 21-22</u>	<u>Total</u> <u>Proposed</u> <u>Over/Under</u> <u>Existing</u>	<u>%</u> <u>Change</u>
Expenditures & Request:					
Personnel Services					
Salaries (staff)	\$9,743,493	\$11,025,045	\$11,315,763	\$290,718	2.6%
Overtime	24,727	50,000	50,000	0	0.0%
Termination/Temporary Wages	77,699	90,000	70,000	(20,000)	(22.2%)
Student labor	28,929	52,650	66,690	14,040	26.7%
Per Diem - Board Members	7,875	21,000	21,000	0	0.0%
Related benefits	4,894,285	<u>5,773,456</u>	<u>5,670,356</u>	<u>(103,100)</u>	<u>(1.8%)</u>
Total Personnel Services	\$14,777,008	\$17,012,151	\$17,193,809	\$181,658	1.1%
Travel Expenses	\$56,278	\$96,000	\$96,000	\$0	0.0%
Operating Expenses					
Advertising	\$2,636	\$10,000	\$10,045	\$45	0.5%
Printing	54,457	57,100	64,100	7,000	12.3%
Insurance	134,565	195,000	160,000	(35,000)	-17.9%
Automotive repairs	1,782	4,000	4,000	0	0.0%
Maintenance - Equipment/Computer	357,919	573,600	508,700	(64,900)	(11.3%)
Rentals-building	830,369	834,000	834,000	0	0.0%
Rentals-equipment	79,680	89,000	89,000	0	0.0%
Rentals-data storage	71,799	83,300	79,300	(4,000)	(4.8%)
Dues and subscriptions	86,510	102,335	111,235	8,900	8.7%
Postage	250,324	400,473	375,473	(25,000)	(6.2%)
Telephone	84,911	88,000	97,000	9,000	10.2%
Bank Charges, Other Charges, Mail Svcs.	<u>81,588</u>	<u>52,192</u>	<u>80,985</u>	<u>28,793</u>	<u>55.2%</u>
Total Operating Services	\$2,036,540	\$2,489,000	\$2,413,838	(\$75,162)	(3.0%)
Supplies	\$54,587	\$70,000	\$70,000	\$0	0.0%
Professional Services					
Accounting and Auditing	\$91,256	\$128,500	\$128,500	\$0	0.0%
Management & Consulting	244,861	35,580	31,000	(4,580)	(12.9%)
Actuarial	198,610	230,720	230,720	0	0.0%
Legal	17,908	102,500	86,500	(16,000)	(15.6%)
Medical	86,300	100,000	100,000	0	0.0%
Other Professional Services	<u>206,408</u>	<u>361,700</u>	<u>382,280</u>	<u>20,580</u>	<u>5.7%</u>
Total Professional Services	\$845,343	\$959,000	\$959,000	\$0	0.0%
Other Charges					
Educational Expense & Other	\$19,933	\$31,000	\$31,000	\$0	0.0%
Total Other Charges	\$19,933	\$31,000	\$31,000	\$0	0.0%
Interagency Transfers					
Department of Civil Service & Other	\$52,780	\$59,000	\$59,000	\$0	0.0%
Total Interagency Transfers	\$52,780	\$59,000	\$59,000	\$0	0.0%
Acquisitions	\$249,608	\$340,000	\$340,000	\$0	0.0%
Total Administrative Expenses	\$18,092,077	\$21,056,151	\$21,162,647	\$106,496	0.5%
Investment Expenses	\$37,223,332	\$42,000,000	\$42,000,000	\$0	0.0%
Total Expenditures & Request:	\$55,315,409	\$63,056,151	\$63,162,647	\$106,496	0.2%

Investment Management Fees: TRSL

Funding of Investment Expenses: Senate Resolution No.175 of the 2005 Regular Session requires a quarterly report of the amount of funds invested, a listing of each investment and with whom, the annual returns and fees paid for services to the Senate Retirement Committee.

Investment Custodian

\$ 390,000 BNY Mellon

Investment Advisors

\$ 15,065,000 Domestic Equity

\$ 10,080,000 International Equity

\$ 1,900,000 Domestic Fixed Income

\$ 5,508,474 Core Real Estate

\$ 1,700,000 Alternative Investment Manager

\$ 5,160,000 Global Fixed Income

\$ 1,020,000 Global REIT

\$ 798,526 Investment Consultants

\$ 378,000 Investment Monitoring & Compliance

\$ 42,000,000 **Total Investment Management Fees**

Performance Information: TRSL

	<u>Actual at</u> <u>6/30/2019</u>	<u>Actual at</u> <u>6/30/2020</u>	<u>Projected at</u> <u>6/30/2021</u>
Membership Census			
1) Retirees	79,647	80,539	n/av
2) Actives	85,998	86,860	n/av
3) DROP	2,462	2,359	n/av
4) Terminated Vested	7,574	7,992	n/av
 Annual Benefits	 \$ 2,033,557,103	 \$ 2,072,641,570	 n/av
 Valuation Assets	 \$ 21,183,177,985	 \$ 21,971,040,392	 n/av
 Experience Account	 \$ 91,497,197	 \$ 97,714,607	 n/av
 Investment Yield			
Market Value	5.95%	0.83%	n/av
Actuarial Value	7.48%	6.80%	n/av
 Unfunded Accrued Liability	 \$ 10,390,968,872	 \$ 10,369,997,921	 n/av
 Funded Ratio	 67.1%	 67.9%	 n/av

Employee and Employer Contribution Rates

Fiscal Year	TRSL Sub-Plan	Employee Normal Cost (Set by Statute)	Employer Rate			
			Normal Cost	Admin Expense Rate*	Shared UAL	Total Employer Contribution**
19-20	K-12 Regular Plan	8.00%	3.3595%	0.45%	22.2%	26.0%
	Plan A	9.10%				
	Plan B	5.00%				
	Higher Ed Regular Plan	8.00%	2.6418%	0.45%	22.2%	25.3%
20-21	K-12 Regular Plan	8.00%	3.5504%	0.39%	21.8%	25.8%
	Plan A	9.10%				
	Plan B	5.00%				
	Higher Ed Regular Plan	8.00%	2.7356%	0.39%	21.8%	25.0%
21-22	K-12 Regular Plan	8.00%	3.3377%	0.38%	21.47%	25.2%
	Plan A	9.10%				
	Plan B	5.00%				
	Higher Ed Regular Plan	8.00%	2.6210%	0.38%	21.47%	24.5%

n/av = not available at this time

* Direct funding of administrative expenses, per Act 94 of 2016

** Rounded

(source: Actuarial Valuation report - 2020 page1 and 2)

Louisiana State Employees' Retirement System (LASERS)

Program Authorization: Const. Art. 10, Section 29; R.S. 11:401 et seq.

Agency Description

LASERS is a public trust fund created in 1946 to provide retirement allowances and other benefits for state officers, employees and their beneficiaries.

FY 2021-2022 Budget Summary

	<u>Prior Year</u>	<u>Existing</u>	<u>Proposed</u>	<u>Total</u>	
	<u>Actual</u>	<u>Operating</u>	<u>Operating</u>	<u>Proposed</u>	<u>%</u>
	<u>FY 19-20</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>Over/Under</u>	<u>Change</u>
				<u>Existing</u>	
Means of Financing:					
State General Fund by:					
Fees and Self-generated Revenues	\$ 45,036,720	\$ 56,610,100	\$ 54,029,000	\$ (2,581,100)	-4.6%
Total Means of Financing	\$ 45,036,720	\$ 56,610,100	\$ 54,029,000	\$ (2,581,100)	-4.6%
Expenditures & Request:					
Personnel Services	\$ 15,575,610	\$ 16,426,300	\$ 16,761,300	\$ 335,000	2.0%
Operating Expenses	3,072,250	3,359,800	3,511,700	151,900	4.5%
Professional Services	500,733	577,000	509,000	(68,000)	-11.8%
Acquisitions & Major Repairs	279,215	247,000	247,000	-	0.0%
Total Administrative Expenses	\$ 19,427,808	\$ 20,610,100	\$ 21,029,000	\$ 418,900	2.0%
Investment Management Fees	\$ 25,608,912	\$ 36,000,000	\$ 33,000,000	\$ (3,000,000)	-8.3%
Total Expenditures & Request:	\$ 45,036,720	\$ 56,610,100	\$ 54,029,000	\$ (2,581,100)	-4.6%
Authorized Full-Time Equivalents:					
Classified	125	125	125	0	0.0%
Unclassified	12	12	12	0	0.0%
Total FTEs	137	137	137	0	0.0%

Source of Funding

Funding for LASERS' operating budget comes from three (3) sources: employer contributions, employee contributions, and earnings from trust fund investments. LASERS had \$554 million in revenues for the fiscal year ending June 30, 2020.

Major Changes From Existing Operating Budget: LASERS

\$	56,610,100	FY 20-21 Existing Operating Budget
\$	335,000	Personnel Services
\$	(11,900)	Travel
\$	163,800	Operating Services
\$	(68,000)	Professional Services
\$	-	Acquisitions
\$	(3,000,000)	Investment Management Fees
\$	(2,581,100)	Total Proposed Adjustments
\$	54,029,000	FY 21-22 Proposed Operating Budget

FY 2021-22 Budget Summary-LASERS

	<u>Prior Year</u> <u>Actual</u> <u>FY 19-20</u>	<u>Existing</u> <u>Operating</u> <u>Budget</u> <u>FY 20-21</u>	<u>Proposed</u> <u>Operating</u> <u>Budget</u> <u>FY 21-22</u>	<u>Total</u> <u>Proposed</u> <u>Over/Under</u> <u>Existing</u>	<u>%</u> <u>Change</u>
Expenditures & Request:					
Personnel Services					
Salaries (Staff)	\$ 10,142,353	\$ 10,647,200	\$ 10,902,700	\$ 255,500	2.4%
Overtime	463	16,000	5,000	(11,000)	-68.8%
Termination/Temporary Wages	35,990	64,000	78,600	14,600	22.8%
Wages	59,521	102,300	90,800	(11,500)	-11.2%
Other Compensation-Board Members	5,100	10,000	10,000	-	0.0%
Related Benefits	5,332,183	5,586,800	5,674,200	87,400	1.6%
Total Personnel Services	\$ 15,575,610	\$ 16,426,300	\$ 16,761,300	\$ 335,000	2.0%
Travel Expenses	\$ 83,172	\$ 181,000	\$ 169,100	\$ (11,900)	-6.6%
Operating Expenses					
Computer Maintenance	\$ 638,330	\$ 450,000	\$ 630,000	\$ 180,000	40.0%
Building/Equipment/Vehicle Maint.	22,794	17,600	17,600	-	0.0%
Miscellaneous Operating Services	6,049	7,500	7,500	-	0.0%
Advertising/Public Relations	3,606	7,000	6,000	(1,000)	-14.3%
Printing	87,797	120,000	112,000	(8,000)	-6.7%
Insurance	91,354	100,000	115,000	15,000	15.0%
Rentals/Computer License Software	801,385	968,900	988,700	19,800	2.0%
Building Rentals	700,171	706,000	706,000	-	0.0%
Dues and Subscriptions	61,141	60,000	65,000	5,000	8.3%
Bank Fees	16,003	30,000	20,000	(10,000)	-33.3%
Mail, Delivery & Postage	162,005	275,000	236,000	(39,000)	-14.2%
Telephone/Internet/Cable Services	137,656	149,000	149,000	-	0.0%
Civil Service/CPTP/Local Training	90,624	102,800	104,800	2,000	1.9%
Operating Supplies	170,163	185,000	185,000	-	0.0%
Total Operating Services	\$ 2,989,078	\$ 3,178,800	\$ 3,342,600	\$ 163,800	5.2%
Professional Services					
Accounting and Auditing	\$ 83,929	\$ 90,000	\$ 95,000	\$ 5,000	5.6%
Professional Services Expenditures	144,519	142,000	114,000	(28,000)	-19.7%
Legal	21,308	20,000	25,000	5,000	25.0%
Medical/Disability	43,968	110,000	60,000	(50,000)	-45.5%
Actuarial	206,310	215,000	215,000	-	0.0%
Professional Travel	699	-	-	-	0.0%
Total Professional Services	\$ 500,733	\$ 577,000	\$ 509,000	\$ (68,000)	-11.8%
Acquisitions	\$ 279,215	\$ 247,000	\$ 247,000	\$ -	0.0%
Total Administrative Expenses	\$ 19,427,808	\$ 20,610,100	\$ 21,029,000	\$ 418,900	2.0%
Investment Expenses	\$ 25,608,912	\$ 36,000,000	\$ 33,000,000	\$ (3,000,000)	-8.3%
Total Expenditures & Request:	\$ 45,036,720	\$ 56,610,100	\$ 54,029,000	\$ (2,581,100)	-4.6%

Investment Management Fees: LASERS

Funding of Investment Expenses: Investment manager fees are treated as a direct offset to investment income. Senate Resolution No. 175 requires a quarterly report of the amount of funds invested, a listing of each investment and with whom, the annual returns and fees paid for services to the Senate Retirement Committee.

\$	8,118,000	Emerging Markets Investment Advisors
\$	1,285,000	Domestic Small Cap Investment Advisors
\$	770,000	International Large Cap Investment Advisors
\$	4,052,000	International Small Cap Investment Advisors
\$	12,380,000	Global Multi Sector Fixed Income
\$	1,110,000	Investment Operational Expenses
\$	3,686,000	Emerging Market Debt
\$	803,000	Core Fixed Income Investment Advisors
\$	<u>796,000</u>	Investment Consultant
\$	<u><u>33,000,000</u></u>	Total Investment Management Fees

Multi-Year Projects: LASERS

The LASERS Board of Trustees authorized a budget total of \$1.02 million for multi-year projects in FY 2020-21 to upgrade security for LASERS Employer Self-Service and BizTalk. For FY 2021-22 an additional \$130 thousand was approved for further vendor required upgrades. A brief description of the projects to be completed appears below:

Upgrade Employer Self-Service Security, JDEdwards, Optimus and BizTalk - Security of our members' data is of the utmost importance, especially as we continue to enhance our Self-Service portal encouraging our members to utilize the features available. Upgrading security for Employer Self-Service, which is used by agencies reporting data to LASERS, will reduce the risk of unauthorized external access. Upgrades to JDE and Optimus are necessary for continued vendor support and vendor supplied security patches. BizTalk, used for all of LASERS external and some internal interfaces, will reach end-of-life in 2021, requiring an upgrade to ensure functionality and continued Microsoft product security updates.

Multi-Year Projects Budget

FY 2019-20 actual	\$ 247,072
FY 2020-21 budget	\$ 1,022,028
FY 2021-22 budget*	\$ 1,152,028

*The budgeted amount for FY 2021-22 includes the \$1.02 million approved in FY 2020-21 plus an additional \$130 thousand approved for continued maintenance, updates and training during the Optimus upgrade project closeout period.

Performance Information: LASERS

	<u>Actual</u> <u>6/30/2019</u>	<u>Actual</u> <u>6/30/2020</u>	<u>Projected</u> <u>6/30/2021</u>
Membership Census			
1) Retirees	53,013	53,032	53,050
2) Actives	39,533	39,487	39,500
3) DROP	1,354	1,367	1,318
Annual Benefits	\$1,300,064,580	\$1,328,286,600	n/av
Asset Valuation	\$12,520,853,360	\$12,617,189,040	n/av
Experience Account	\$11,824,506	\$12,289,990	n/av
Investment Yield			
Market Value	3.76%	-3.98%	n/av
Actuarial Value	5.18%	3.94%	n/av
Unfunded Accrued Liability	\$7,006,758,935	\$7,074,189,759	n/av
Funded Ratio	64.1%	64.1%	n/av
Employee Contribution Rate	8.02%	8.05%	8.06%
Employer Contribution Rate (Aggregate)			
Normal Cost	3.8%	3.3%	2.6%
<u>UAL</u>	<u>37.0%</u>	<u>37.3%</u>	<u>37.6%</u>
Total	40.8%	40.6%	40.2%

n/av = not yet available



LOUISIANA SCHOOL EMPLOYEES' RETIREMENT SYSTEM FY2021-22 Proposed Budget Summary

BUDGET CATEGORY	PRIOR YEAR ACTUAL 2019-20	EXISTING BUDGET 2020-21	PROPOSED BUDGET 2021-22	PROPOSED OVER/ UNDER EXISTING	% Chg
PERSONNEL SERVICES					
Salary and Compensation					
Regular	\$ 2,120,554	\$ 2,144,621	\$ 2,198,820	\$ 54,199	3%
Overtime/Temporary	-	-	-	-	0%
Termination Pay	16,386	62,527	66,431	3,904	6%
Student Labor	-	-	-	-	0%
Board Compensation	5,250	7,350	7,350	-	0%
Total Salary and Compensation	\$ 2,142,190	\$ 2,214,498	\$ 2,272,601	\$ 58,103	3%
Related Benefits					
School Employees Retirement	534,759	598,678	573,742	(24,937)	-4%
State Employees Retirement	48,034	50,612	51,989	1,377	3%
Teachers Retirement	18,029	19,193	19,625	432	2%
FICA - Medicare Taxes	27,965	31,097	31,883	786	3%
Unemployment Insurance	-	2,000	2,000	-	0%
Group Insurance - Life	7,597	6,356	6,304	(52)	-1%
Group Insurance - Health	407,050	441,950	457,387	15,437	3%
Related Benefits	1,043,435	1,149,886	1,142,929	(6,957)	-1%
TOTAL PERSONNEL SERVICES	3,185,625	3,364,384	3,415,530	51,146	2%
# of Positions	29	29	29	-	0%
TRAVEL EXPENSES	40,982	79,745	78,340	(1,405)	-2%
OPERATING SERVICES					
Advertising	14	730	730	-	0%
Printing	83,668	95,000	92,000	(3,000)	-3%
Insurance	39,289	40,000	46,100	6,100	15%
Automotive Repairs	29	1,200	1,000	(200)	-17%
Equipment/Software Maintenance	69,172	82,559	80,000	(2,559)	-3%
Rental	11,476	12,365	8,365	(4,000)	-32%
Dues	9,109	9,989	10,749	760	8%
Subscriptions	33,149	33,914	34,590	676	2%
Postage	24,376	35,000	30,000	(5,000)	-14%
Telephone & Internet	42,026	39,000	42,600	3,600	9%
Bank Charges	2,706	2,800	2,800	-	0%
Imaging	440	900	500	(400)	-44%
Legal	3,275	2,700	3,500	800	30%
Educational	4,522	8,640	7,400	(1,240)	-14%
Employee Hiring Cost	6	590	590	-	0%
Miscellaneous	9,178	-	-	-	0%
Computer Software	1,382	1,500	-	(1,500)	-100%
LA Register	309	250	300	50	20%
Employee Benefits	2,995	4,500	4,500	-	0%
Inter-agency Transfers - Civil Service	10,314	11,000	11,000	-	0%
Property Maintenance	183,024	207,520	210,200	2,680	1%
Supplies	31,907	17,235	18,510	1,275	7%
TOTAL OPERATING EXPENSES	562,366	607,393	605,434	(1,959)	0%
PROFESSIONAL SERVICES					
Accounting & Auditing	64,900	64,900	64,900	-	0%
Medical	6,350	18,000	18,000	-	0%
Actuarial	96,300	102,724	104,400	1,676	2%
Investigations	3,446	4,000	4,000	-	0%
Legal	12,154	45,000	45,000	-	0%
Elections-Southwest	-	12,000	12,000	-	0%
Information Technology Consulting	21,295	30,000	30,000	-	0%
Newsletter Publishing	4,350	4,500	4,500	-	0%
TOTAL PROFESSIONAL SERVICES	208,795	281,124	282,800	1,676	1%
ACQUISITIONS/MAJOR REPAIRS	300,389	229,750	95,000	(134,750)	-59%
TOTAL ADMINISTRATIVE EXPENSES	4,298,157	4,562,396	4,477,104	(83,887)	-2%
INVESTMENT EXPENSES	5,242,057	7,200,000	7,212,904	12,904	0%
TOTAL LSERS OPERATING BUDGET	\$ 9,540,214	\$ 11,762,396	\$ 11,690,008	\$ (70,983)	-0.62%

Louisiana School Employees' Retirement System (LSERS)

Program Authorization: Const. Art. 10, Section 29; R.S. 11:1101 et seq.

Agency Description

LSERS is a public retirement system for non-instructional personnel of the Louisiana public school system and began full operation on July 1, 1947.

Budget Summary

	<u>Prior</u> <u>Year</u> <u>Actual</u> <u>FY 19-20</u>	<u>Existing</u> <u>Operating</u> <u>Budget</u> <u>FY 20-21</u>	<u>Proposed</u> <u>Operating</u> <u>Budget</u> <u>FY 21-22</u>	<u>Total</u> <u>Proposed</u> <u>Over/Under</u> <u>Existing</u>	<u>%</u> <u>Change</u>
Means of Finance:					
State General Fund by:					
Fees and Self-generated Revenues	\$ 9,540,214	\$ 11,762,396	\$ 11,690,008	\$ (72,388)	-0.62%
Total Means of Finance	\$ 9,540,214	\$ 11,762,396	\$ 11,690,008	\$ (72,388)	-0.62%
Expenditures & Request:					
Personnel Services	\$ 3,185,625	\$ 3,364,384	\$ 3,415,530	\$ 51,146	1.52%
Operating Expenses	603,348	687,138	683,774	\$ (3,364)	-0.49%
Professional Services	208,795	281,124	282,800	\$ 1,676	0.60%
Acquisitions & Major Repairs	300,389	229,750	95,000	\$ (134,750)	-58.65%
Investment Management Fees	5,242,057	7,200,000	7,212,904	\$ 12,904	0.18%
Total Expenditures & Request:	\$ 9,540,214	\$ 11,762,396	\$ 11,690,008	\$ (72,388)	-0.62%
Authorized Full-Time Equivalents:					
Classified	25	25	25	-	0.00%
Unclassified	4	4	4	-	0.00%
Total FTEs	29	29	29	-	0.00%

Major Changes from Existing Operating Budget: LSERS

\$	11,762,396	FY 20-21 Existing Operating Budget	Comments for Major Changes
	58,103	Salary and Compensation	Market adjustment Will eliminate one position
	(24,937)	LSERS Employer Contribution Rate Adjustment	New hires elected to remain membership with TRSL or LASERS.
	1,377	LASERS Employer Contribution Rate Adjustment	
	432	TRSL Employer Contribution Rate Adjustment	
	786	FICA, Medicare Tax, and Unemployment Ins.	
	(52)	Group Insurance - Life	
	15,437	Group Insurance - Health	OGB increased premiums
	(1,405)	Travel	
	(1,959)	Operating Services (excluding Travel)	
	1,676	Professional Services	
	(134,750)	Acquisitions/Major Repair	Major building renovation projects (Cooling Towers and A/C pneumatic system upgrade) have been accomplished in previous fiscal years.
	12,904	Investment Expenses	Increased annual fee on investment consulting service
\$	(72,388)	Total Proposed Adjustments	
\$	11,690,008	FY 21-22 Proposed Operating Budget	

Table of Organization: LSERS
(all are classified positions unless otherwise noted)

Number	Occupational Group	Budgeted Salary	Average Salary
2	Unclassified - Executive Administrative	\$ 337,321	\$ 168,660
1	Unclassified - Legal Counsel	\$ 120,510	\$ 120,510
1	Unclassified - Chief Investment Officer	\$ 184,096	\$ 184,096
1	Executive Management Officer	\$ 79,327	\$ 79,327
6	Accounting and Auditing	\$ 362,326	\$ 60,388
6	Retirement Benefits	\$ 324,370	\$ 54,062
4	General Administrative	\$ 205,562	\$ 51,390
1	Human Resources	\$ 73,216	\$ 73,216
5	Information Technology	\$ 385,826	\$ 77,165
2	Buildings/Maintenance	\$ 126,267	\$ 63,134
29	Total Positions	\$2,198,820	\$ 75,821

Professional Services: LSERS

<u>Accounting & Auditing</u>	
\$ 64,900	Audit LSERS' records and financial statements (contract via the LLA)
<u>Medical</u>	
\$ 18,000	Examinations, evaluation, re-exams of disabled retirees (physicians in SMDB)
<u>Legal</u>	
\$ 45,000	Litigation and tax-related matters (tax attorney - Weiler & Rees, LLC; Ice Miller, LLP, Clerk of Courts)
<u>Other Professional Services</u>	
\$ 104,400	Fees for annual actuarial valuation (G.S. Curran & Company, Ltd.)
12,000	LSERS Board of Trustee elections (Election America, Inc.)
30,000	IT Consultant (RMJ Counselling and Ryler Technologies Inc.)
4,500	Newsletter Publishing (Peacock Communications, LLC)
4,000	Investigations on benefits made after death (The Berwyn Group, Inc.)
\$ 282,800	Total Professional Services

Acquisitions & Major Repairs: LSERS

Acquisitions

\$	4,000	Office Furniture & Equipment Replacement as needed
	26,000	Computer Equipment Upgrades

Major Repair

65,000	Building Interior/Exterior Renovations
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\$	95,000	Total Acquisitions and Major Repairs
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Investment Management Fees: LSERS

\$	200,000	Custodian Bank - BNY Mellon
	212,904	Investment Consultant - Segal Marco Advisors
	2,885,162	Equity Managers
	1,370,452	Fixed Income Managers
	2,544,387	Alternative Managers

\$	7,212,904	Total Investment Management Fees
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Performance Information: LSERS

	<u>Actual at</u> <u>6/30/2019</u>	<u>Actual at</u> <u>6/30/2020</u>	<u>Projected at</u> <u>6/30/2022</u>
Membership Census			
1) Retirees	13,648	13,657	
2) Actives	11,920	11,925	
3) DROP	605	595	
4) Terminated Vested	333	395	
5) Terminated Due a Refund	4,328	4,425	
Annual Benefits	176,378,784	178,634,191	
Asset Valuation	1,964,143,343	1,963,950,923	
Experience Account	\$ 5,174,949	\$ 5,413,514	
Investment Yield			
Market Value	4.70%	-0.42%	
Actuarial Value	5.37%	4.61%	
Unfunded Accrued Liability*	\$ 676,307,996	\$ 685,124,807	n/av
Funded Ratio	74.39%	74.14%	n/av
Employee Contribution Rate **	7.5% / 8%	7.5% / 8%	7.5% / 8%
Employer Contribution Rate***	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>
UAL	21.7%	21.3%	21.3%
Normal Cost	7.7%	7.4%	7.4%
Total	29.4%	28.7%	28.7%

n/av = not yet available

** UAL cannot be accurately predicted into future periods.*

*** New members on/after 7/1/2010 contribute 8%*

**** Employer Contribution Rate set by Public Employees' Retirement Systems Actuarial Committee. The employer contribution rates are the actuarially projected rates.*

Louisiana State Police Retirement System (LSPRS)

Program Authorization: Const. Art. 10, Section 29; R.S. 11:1301 et seq.

Agency Description

LSPRS is a qualified pension and retirement plan, established by the Louisiana Legislature in 1938 to provide retirement benefits for Louisiana state police officers and their beneficiaries.

Budget Summary

	<u>Prior Year</u>	<u>Existing</u>	<u>Proposed</u>	<u>Total</u>
	<u>Actuals</u>	<u>Operating</u>	<u>Operating</u>	<u>Proposed</u>
	<u>FY 19-20</u>	<u>Budget</u>	<u>Budget</u>	<u>Over/Under</u>
		<u>FY 20-21</u>	<u>FY 21-22</u>	<u>Existing</u>

Means of Financing:

State General Fund by:

<u>Fees and Self-generated Revenues</u>	\$ 3,221,677	\$ 3,711,471	\$ 4,123,658	\$ 412,187
Total Means of Financing	\$ 3,221,677	\$ 3,711,471	\$ 4,123,658	\$ 412,187

Expenditures & Request:

Personal Services	\$ 524,217	\$ 664,971	\$ 816,158	\$ 151,187
Operating Expenses	98,840	112,500	107,000	(5,500)
Professional Services	178,100	196,500	203,000	6,500
Other Charges	-	-	-	-
Acquisitions & Major Repairs	6,993	7,500	67,500	60,000
<u>Investment Management Fees</u>	<u>2,413,527</u>	<u>2,730,000</u>	<u>2,930,000</u>	<u>200,000</u>
Total Expenditures & Request:	\$ 3,221,677	\$ 3,711,471	\$ 4,123,658	\$ 412,187

Authorized Full-Time Equivalents:

Unclassified	2	2	2	0
Classified	<u>4</u>	<u>3</u>	<u>3</u>	<u>0</u>
Total Employees	6	5	5	0

Source of Funding

Funding for LSPRS' operating budget comes from three (3) sources: employer contributions, employee contributions, and earnings from trust fund investments.

Major Changes from Existing Operating Budget: LSPRS

\$ 3,711,471	FY 20-21 Existing Operating Budget
\$ 151,187	Increase in Personal Services
\$ (11,000)	Increase in Maintenance & Repairs
\$ 3,500	Increase in Dues & Subscriptions
\$ 2,000	Increase in Supplies
\$ 6,000	Increase in Accounting Services
\$ 3,000	Increase in Computer Consultant Fees
\$ (10,000)	Increase in Legal Fees
\$ 7,500	Increase in Actuarial Fees
\$ 60,000	Increase in Major Acquisitions
\$ 200,000	Increase in Investment Manager Fees
\$ 412,187	Total Proposed Adjustments
\$ 4,123,658	FY 21-22 Proposed Operating Budget

Table of Organization: LSPRS
(all are classified positions unless otherwise noted)

<u>Number</u>	<u>Occupational Group</u>	<u>Proposed Salary</u>	<u>Average Salary</u>
2	Unclassified - Executive Administrative	\$ 305,593	152,796
2	Rate and Financial Analysis	\$ 110,600	55,300
1	General Administrative	\$ 38,000	38,000
1	Intern	\$ 20,000	20,000
<u>3</u>	<u>WAE</u>	<u>\$ 85,776</u>	<u>28,592</u>
9	Total Positions	\$ 559,969	62,219
	Potential Rewards and Recognition Pursuant to SCS 6.16.11	10,000.00	
	Total Positions and Potential Rewards	\$ 569,969	

Professional Services: LSPRS

Accounting & Auditing

- \$ 60,000 Licensed Certified Public Accountant to perform all internal accounting functions for LSPRS.
- \$ 14,000 Legislative Auditor or Licensed CPA to perform annual external audit for LSPRS.

Computer Consultant Fees

- \$ 30,000 Consultant to provide support for the LSPRS database and network.

Legal

- \$ 40,000 Attorney to provide legal services in conjunction with all system related matters and labor and tax issues as well as specific lawsuits.

Medical

- \$ 4,000 Physician charges - Examination of applicants for disability requirements.

Other Professional Services

- \$ 55,000 System Actuary - G.S.Curran & Company, LTD - Fees for annual valuation of LSPRS, compilation of data needed for valuation of reserves, and data needed at time of legislation.

\$ 203,000 Total Professional Services

Acquisitions & Major Repairs: LSPRS

\$ 67,500 Various smaller office acquisitions

\$ 67,500 Total Acquisitions and Major Repairs*

Programming and integration of computer calculation software for retirement estimates
Board room audio visual equipment upgrade

Investment Management Fees: LSPRS

\$ 130,000 Consultant to assist the Board of Trustees with investment manager monitoring and overall portfolio evaluation and management.

\$ 600,000 Global Fixed Income Investment Advisors

\$ 475,000 Large Cap Value Equity Investment Advisors

\$ 380,000 Large Cap Growth Equity Investment Advisors

\$ 400,000 Small Cap Growth Equity Investment Advisors

\$ 340,000 Small Cap Value Equity Investment Advisors

\$ 390,000 Alternative Investments

\$ 100,000 Investment Custodial - Global

\$ 115,000 Equity Index Advisors

\$ 2,930,000 Total Investment Management Fees

Performance Information: LSPRS

	<u>Actual at</u> <u>6/30/2019</u>	<u>Actual at</u> <u>6/30/2020</u>	<u>Projected at</u> <u>6/30/2021</u>
Membership Census			
1) Retirees	1,239	1,268	1,268
2) Actives	1,033	1,029	1,029
3) DROP	n/ap	n/ap	n/ap
Annual Benefits	\$ 54,960,399	\$ 59,283,228	n/av
Asset Valuation	\$ 893,350,033	\$891,750,736	n/av
Experience Account	\$ 2,079,574	\$ 2,195,198	n/av
Investment Yield			
Market Value	4.12%	1.15%	n/av
Actuarial Value	6.26%	5.56%	n/av
Unfunded Accrued Liability*	\$ 310,622,407	\$ 324,114,494	n/av
Funded Ratio	74.19%	74.16%	n/av
Employee Contribution Rate	8.5%	8.5%	8.5%
Employee Contribution Rate - New Hires after 12/31/2010	9.5%	9.5%	9.5%
Employer Contribution Rate**			
Normal Cost	20.3%	20.3%	20.3%
<u>UAL</u>	<u>28.8%</u>	<u>32.1%</u>	<u>38.5%</u>
Total	49.1%	52.4%	58.8%

* UAL cannot be accurately predicted into future periods.

** Employer Contribution Rate set by Public Retirement Systems'
Actuarial Committee

n/ap = not applicable

n/av = not yet available

Budget Summary (LSPRS):

	<u>Prior Year</u> <u>Actuals</u> <u>FY 19-20</u>	<u>Existing</u> <u>Operating</u> <u>Budget</u> <u>FY 20-21</u>	<u>Proposed</u> <u>Operating</u> <u>Budget</u> <u>FY 21-22</u>	<u>Total</u> <u>Proposed</u> <u>Over/Under</u> <u>Existing</u>
Salaries - Regular	\$ 383,656	\$ 412,848	\$ 464,193	\$ 51,345
Other Compensation	\$ -	\$ 36,211	\$ 105,776	\$ 69,565
Board per diem & travel	\$ 1,318	3,500	3,500	\$ -
Salaries - Related Benefits	\$ 139,243	212,412	242,689	\$ 30,277
TOTAL PERSONAL SERVICES	\$ 524,217	\$ 664,971	\$ 816,158	\$ 151,187
Travel & Seminars	\$ 11,044	15,000	15,000	\$ -
Insurance	\$ 4,189	5,000	5,000	\$ -
Maintenance & Repairs*	\$ 25,026	36,000	25,000	\$ (11,000)
Other: Equipment Rental	\$ 7,779	8,000	8,000	\$ -
Dues & Subscriptions	\$ 5,621	3,000	6,500	\$ 3,500
Postage	\$ 15,001	18,000	18,000	\$ -
Telephone	\$ 1,690	2,500	2,500	\$ -
Miscellaneous	\$ 7,245	2,000	2,000	\$ -
Supplies	\$ 14,449	13,000	15,000	\$ 2,000
Utilities	\$ 6,796	10,000	10,000	\$ -
TOTAL OPERATING EXPENSES	\$ 98,840	\$ 112,500	\$ 107,000	\$ (5,500)
Accounting Services	\$ 51,000	54,000	60,000	\$ 6,000
Auditing Fees	\$ 9,935	14,000	14,000	\$ -
Computer Consultant Fees	\$ 18,073	27,000	30,000	\$ 3,000
Legal Fees	\$ 54,065	50,000	40,000	\$ (10,000)
Medical Examinations	\$ 1,227	4,000	4,000	\$ -
Actuarial Fees	\$ 43,800	47,500	55,000	\$ 7,500
TOTAL PROFESSIONAL SERVICES	\$ 178,100	\$ 196,500	\$ 203,000	\$ 6,500
Major Acquisitions	\$ 6,993	\$ 7,500	\$ 67,500	\$ 60,000
TOTAL ACQUISITIONS	\$ 6,993	\$ 7,500	\$ 67,500	\$ 60,000
Investment Consultant	\$ 120,000	130,000	130,000	\$ -
Custodial Fees	\$ 96,163	\$ 100,000	\$ 100,000	\$ -
Investment Manager Fees	\$ 2,197,364	\$ 2,500,000	\$ 2,700,000	\$ 200,000
TOTAL INVESTMENT MGMT FEES	\$ 2,413,527	\$ 2,730,000	\$ 2,930,000	\$ 200,000
TOTAL OPERATING BUDGET	\$ 3,221,677	\$ 3,711,471	\$ 4,123,658	\$ 412,187

* Tree removal in 20-21 Fiscal Year

Notes on salaries (LSPRS):

<u>Employee</u>	<u>Title</u>	<u>Classification</u>	<u>Salary Current 2020-21</u>	<u>Salary Projected 2021-22</u>	<u>% Increase</u>
Kevin Reed	Executive Director	UNCL	166,400	185,169	11%
Kimberly Gann	Assistant Director	UNCL	104,832	25,424	0%
Margaret Michel	Assistant Director	UNCL	28,334 ***	95,000	12%
Tausha Facundus	Benefits Analyst	AS-617	53,769	59,300	10%
Claire Guidry	Benefits Analyst	AS-612	47,050	51,300	9%
Birney Malbrough	Administrative Assistant	AS-611	12,463 ***	38,000	14%
Student Worker	Intern		-	20,000	100%
Wendy Ingram	WAE- Administrative Assistant	AS-611	25,395	24,960	-2%
Latonia Encalade	WAE- Administrative Assistant	AS-607	10,816	10,816	0%
Kimberly Gann	WAE- Assistant Director		-	50,000	100%
			449,059	559,969	21%
Potential Rewards and Recognition Pursuant to SCS 6.16.11				10,000	
			** Total Salaries	569,969	
<u>Related Benefits *</u>			<u>Related Benefits Current 2020-21</u>	<u>Related Benefits Projected 2021-22</u>	<u>% Increase</u>
			212,412	242,689	14%

* Related Benefits includes employer paid portions of health insurance, retirement benefits and payroll tax expense. There will be low percentage increases/decreases each year based on accruals, etc.

The prior year's related benefits did not account for the employer portion of retiree related benefits. Current figures correct that oversight.

** Inclusive of potential promotions and rewards and recognition programs

*** Partial year salaries for current fiscal year.

Kim Gann WAE transitional employee after retirement

Statewide Summary
Section 5(D) of Act 1 of the 2020 First Extraordinary Session
Fiscal Year 2020-2021

ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
1	01-102	Office of the State Inspector General	Salaries	(\$69,000)	Administration Program - The agency is requesting to move funding out of personal services to replace three vehicles of which one was total loss on 5/3/21. The agency has the available funding due to a position being vacant this entire fiscal year. This position is to be eliminated in FY22. All three vehicles are high in mileage with other malfunctions that exceeds the value of the vehicle to repair. The need for the vehicles is to allow the criminal investigators to travel statewide to complete criminal public corruption investigations.
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	(\$69,000)	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$69,000	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$69,000	
			Total Expenditures	\$0	
2	01-112	Department of Military Affairs	Salaries	(\$524,758)	Moves funding (\$491,320-Military Affairs Program; \$383,277-Youth Challenge Program) to Operating Services, Supplies, and Acquisitions. Operating Services include new security camera installation, upgrades to existing security equipment, and installation of industrial water heaters (qty. 2) for the Youth Challenge Program (YCP). Supplies provide for TABE book materials for YCP cadets. Acquisitions will provide for emergency radios (qty. 100), a tractor for grounds and facility maintenance, laptops (qty. 25), and forklifts (qty. 3) for the Military Affairs Program, and computers (qty. 60) and golf carts (qty. 10) for YCP. Due to the abnormally high number of mobilizations the LA National Guard has experienced in relation to COVID-19, multiple hurricanes, and a record winter storm, staff has had to shift from day-to-day operations to emergency operations to support guardsmen on active federal orders, currently totaling 3,300, which has delayed the normal hiring process. The overall effects of COVID-19 further compounded these obstacles, resulting in an unplanned savings in state personnel costs.
			Other Compensation	\$0	
			Related Benefits	(\$349,839)	
			Total Personal Services	(\$874,597)	
			Travel	\$0	
			Operating Services	\$149,277	
			Supplies	\$85,000	
			Total Operating Expenses	\$234,277	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$640,320	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$640,320	
			Total Expenditures	\$0	
3	04-141	Office of the Attorney General	Salaries	(\$150,000)	Risk Litigation Program - The Office of the Attorney General is requesting to move \$250,000 from personal services to the interagency transfers expenditure category for increased payments to the Office of Technology Services. Due to unreliable internet service at their offices throughout the state, the Office of the Attorney General upgraded their circuits for increased bandwidth leading to a higher annual cost. As a result of positions remaining vacant due to delayed hiring because of the pandemic and a lack of qualified applicants for some positions, AG currently has projected savings of \$150,000 in salaries and \$100,000 in related benefits.
			Other Compensation	\$0	
			Related Benefits	(\$100,000)	
			Total Personal Services	(\$250,000)	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$250,000	
			Total Other Charges	\$250,000	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
4	04-160	Agriculture and Forestry	Salaries	\$375,000	Forestry Program- This request is to move \$375,000 into Salaries from Supplies (\$200,000) and Operating Services (\$175,000). The purpose of this request is to cover Salaries for unfunded Forest Firefighters positions. These positions remained in the FY 20- 21 Budget, but \$420,000 in personal services (SGF) was removed due to budget reductions. The department filled these positions after the hurricanes in the Fall of 2020 to assist with the removal of debris/fallen timber which may be considered "fuel" on the ground. The Department's fuel and maintenance costs have been lower than anticipated in FY 21. This is a result of a higher than normal rainy season for the State of Louisiana; therefore, decreasing the number of wildfires throughout the State.
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	\$375,000	
			Travel	\$0	
			Operating Services	(\$175,000)	
			Supplies	(\$200,000)	
			Total Operating Expenses	(\$375,000)	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
5	06-261	Office of the Secretary	Salaries	\$10,800	Louisiana Seafood Promotion and Marketing Board Program - This request is to move (\$11,700) from Operating Services to Related Benefits \$900 and Salaries \$10,800. The program is projecting a shortfall in these areas due to IAT Revenue that is no longer being collected. The IAT Revenue originated from the Louisiana Oyster Taskforce (Oyster Development Fund), Louisiana Shrimp Taskforce (Shrimp Marketing and Promotion Account), and the Crab Taskforce (Crab Promotion and Marketing Account). This has been non-recurred in the FY 22 budget. Due to the onset of COVID, some Operating Services expenditures did not occur.
			Other Compensation	\$0	
			Related Benefits	\$900	
			Total Personal Services	\$11,700	
			Travel	\$0	
			Operating Services	(\$11,700)	
			Supplies	\$0	
			Total Operating Expenses	(\$11,700)	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
6	06-267	Office of Tourism	Salaries	\$40,000	Administration Program - This request is to move (\$40,000) from IAT Expenditure to Salaries to cover a projected shortfall. The Office of Tourism usually has some amount of turnover during the year, which results in a savings in Salaries and Related Benefits. This year there was very little turnover, resulting in a shortfall. Funds to cover the shortfall were sourced from IAT-Printing. Due to the onset of COVID, distribution of brochures and other paper material has decreased.
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	\$40,000	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	(\$40,000)	
			Total Other Charges	(\$40,000)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
7	06-267	Office of Tourism	Salaries	\$0	Marketing Program - This request is to move (\$15,000) from IAT Expenditure to Related Benefits to cover a projected shortfall. This was due to the unanticipated expenses related to the retirement of a staff member. Funds to cover the shortage were sourced from IAT-printing. Due to the onset of COVID, distribution of brochures and other paper material has decreased.
			Other Compensation	\$0	
			Related Benefits	\$15,000	
			Total Personal Services	\$15,000	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	(\$15,000)	
			Total Other Charges	(\$15,000)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
8	07-273	Administration	Salaries	\$314,000	Secretary Program- This request is to move \$314,000 into Salaries and \$70,000 into Related Benefits from Professional Services to cover a year end deficit. This deficit is due to an increase in overtime pay for disaster response services provided for Hurricane Laura, Hurricane Zeta, Hurricane Delta, and the 2021 Ice Storm. It also includes funding related to personnel changes and an increase in termination (K-Time) payouts, as a result of employee turnover. The department has identified saving in the professional services category related to a multi-year legal contract. Contract payments/ reimbursements have been lower than anticipated because of COVID-19. COVID-19 restrictions prevented some contract tasks from being completed. The funding source is TTF-Federal/ TTF-Regular.
			Other Compensation	\$0	
			Related Benefits	\$70,000	
			Total Personal Services	\$384,000	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	(\$384,000)	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
9	07-276	Engineering and Operations	Salaries	\$15,000	Multimodal Commerce Program- This request is to move \$15,000 into Salaries and \$5,000 into Related Benefits from Travel to cover a year end deficit. An adjustment was done that inadvertently reduced the unclassified salary of the Multimodal Commissioner for FY 21. The adjustment was corrected in the FY 22 executive budget. The department has identified savings in the Travel category due to COVID-19. DOTD is requesting this savings be moved to into Personal Services. The funding source is TTF-Regular.
			Other Compensation	\$0	
			Related Benefits	\$5,000	
			Total Personal Services	\$20,000	
			Travel	(\$20,000)	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	(\$20,000)	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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10	07-276	Engineering and Operations	Salaries	\$1,700,000	Operations Program- This request is to move \$1,300,000 into Salaries from IAT and \$400,000 into Salaries from Other Chargers to cover a year end deficit. This deficit is due to an increase in overtime pay for disaster response services related to Hurricane Laura, Hurricane Delta, Hurricane Zeta, 2021 Ice Storm, and the 2021 Flooding Event. The IAT saving is due to Office of Risk Management (ORM) premiums being lower than anticipated. Premiums for Workers' Compensation and Auto Liability lines of coverage decreased in FY 21 for DOTD. The department has also identified saving in the other charges category related to a mowing contract. Contract payments have been lower than anticipated due to the amount of substantial rainfalls across the State; preventing contracted tasks from being completed. The funding source is TTF-Regular.
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	\$1,700,000	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	(\$400,000)	
			Debt Service	\$0	
			IAT Line Item Expenditures	(\$1,300,000)	
			Total Other Charges	(\$1,700,000)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
11	08-403	Office of Juvenile Justice	Salaries	(\$1,800,000)	North Region Program - This request would transfer excess funding in Personal Services to Major Repairs in order for the agency to make security upgrades at Swanson Center for Youth at Monroe and Swanson Center for Youth at Columbia, which are both secure care facilities. There are excess dollars in personal services as a result of higher than normal vacancies. The agency indicated that COVID-19 has increased turnover, and made it difficult to attract employees due to the congregate care setting.
			Other Compensation	(\$100,000)	
			Related Benefits	(\$1,300,000)	
			Total Personal Services	(\$3,200,000)	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$3,200,000	
			Total Acquisitions and Major Repairs	\$3,200,000	
			Total Expenditures	\$0	
12	08-403	Office of Juvenile Justice	Salaries	(\$400,000)	Central/Southwest Region Program - This request would transfer excess funding in Personal Services to Major Repairs in order for the agency to make security upgrades at the Acadiana Center for Youth, which is a secure care facility. There are excess dollars in personal services as a result of higher than normal vacancies. The agency indicated that COVID-19 has increased turnover, and made it difficult to attract employees due to the congregate care setting.
			Other Compensation	\$0	
			Related Benefits	(\$1,300,000)	
			Total Personal Services	(\$1,700,000)	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$1,700,000	
			Total Acquisitions and Major Repairs	\$1,700,000	
			Total Expenditures	\$0	

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ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
13	08-403	Office of Juvenile Justice	Salaries	(\$1,700,000)	Southeast Region Program - This request would transfer excess funding in Personal Services to Major Repairs in order for the agency to make security upgrades at the Bridge City Center for Youth, which is a secure care facility. There are excess dollars in personal services as a result of higher than normal vacancies. The agency indicated that COVID-19 has increased turnover, and made it difficult to attract employees due to the congregate care setting.
			Other Compensation	\$0	
			Related Benefits	(\$1,400,000)	
			Total Personal Services	(\$3,100,000)	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$3,100,000	
			Total Acquisitions and Major Repairs	\$3,100,000	
			Total Expenditures	\$0	
14	09-307	Office of the Secretary	Salaries	\$661,231	Administration and Finance Program - The agency will need to move \$661,231 into Salaries, \$191,984 into Related Benefits and \$465,026 into Other Compensation. The agency needs this funding in Personal Services due to overtime pay and WAEs for disaster recovery and COVID efforts which have caused an increase in personnel expenditures. The increase in Salaries is due to overtime for Covid-19 (\$579,838), hurricanes (\$66,210) and other severe weather (e.g. ice) \$15,183. The agency will reduce \$750,000 from IAT expenses. This excess can be attributed to funding the department allocated for contracted services associated with the LaGov transition. The FY21 budget included funding for contracts held by OTS for assistance with preparing for the LaGov transition. The entire allocation in IAT was not expended due to the department utilizing alternate contractors that were paid out of the Professional Services category. Additionally, the agency will move \$568,241 from Professional Services, which is available due to lower than projected expenditures for legal services.
			Other Compensation	\$465,026	
			Related Benefits	\$191,984	
			Total Personal Services	\$1,318,241	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	(\$568,241)	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	(\$750,000)	
			Total Other Charges	(\$750,000)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
15	09-340	Office for Citizens w/Developmental Disabilities	Salaries	\$0	Community Based Program - The agency will reduce \$93,357 from Other Charges and add \$49,602 to Other Compensation and \$43,755 to Related Benefits. Excess authority in Other Charges was due to lower utilization of Early Steps funding. The shortfall in Other Compensation is generally associated with the conversion of 5 non-T.O. to T.O. for Request For Services Registry (RFSR) screeners. This conversion was recommended when building the FY 21 Proposed budget. This function had previously been performed by a professional services contract for a short while. This contract was being paid from Other Charges. When the decision was made to use job appointments, not enough funding was moved from Other Charges to Other Compensation. Thus this deficit in Other Charges funding persisted when the funding was moved from Other Compensation to Salaries. The shortfall in Related Benefits is due to regular retirement and employee Group Insurance being slightly greater than budgeted.
			Other Compensation	\$49,602	
			Related Benefits	\$43,755	
			Total Personal Services	\$93,357	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	(\$93,357)	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	(\$93,357)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
16	09-340	Office for Citizens w/Developmental Disabilities	Salaries	\$975,327	Central Louisiana Supports Center (CLSSC) - The facility will need to adjust expenditure authority across multiple categories to add \$975,327 to Salaries and \$29,608 to Other Compensation. The agency will move \$433,738 from Related benefits, \$74,111 from Operating Services, \$92,975 from Other Charges and \$80,000 from Acquisitions. The increased funding in Salaries and Other Compensation is necessary due to the LDH implementation of the former LA Special Education Center. The FY21 appropriation is based on a technical transfer of the budget across all expenditure categories from Special Schools to LDH. The transfer did not contemplate LDH programmatic changes that resulted in revisions to staffing, such as special entrance rates and premium pay adjustments that were needed to better align the Center with other LDH facilities. Excess budget authority in Operating Services was due to COVID-19 face-to-face restrictions. These restrictions resulted in fewer program activity expenditures from the operating services category. Excess Budget Authority in Other Charges was a result of lower census that reduced bed fees. The budget was based on a census of 90, but the average census was 81. Excess budget authority in Acquisitions was due to expenditures being lower than anticipated due the unavailability of some items due to COVID 19.
			Other Compensation	\$29,608	
			Related Benefits	(\$433,738)	
			Total Personal Services	\$571,197	
			Travel	\$0	
			Operating Services	(\$74,111)	
			Supplies	(\$324,111)	
			Total Operating Expenses	(\$398,222)	
			Total Professional Services	\$0	
			Other Charges	(\$92,975)	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	(\$92,975)	
			Acquisitions	(\$80,000)	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	(\$80,000)	
			Total Expenditures	\$0	
17	10-360	Office of Children and Family Services	Salaries	\$0	Division of Child Welfare Program - Request to transfer \$3.1 million from Other Charges to Other Compensation for additional staffing costs for child welfare services including increased case loads, diversion from the Foster Care Program and residential care, and increased Extended Foster Care services. Funding is available from the Other Charges category due to reduced foster care spending resulting from fewer children placed into foster care during the pandemic. The source of these federal funds are Title IV-E for Foster Care.
			Other Compensation	\$3,199,798	
			Related Benefits	\$0	
			Total Personal Services	\$3,199,798	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	(\$3,199,798)	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	(\$3,199,798)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
18	10-360	Office of Children and Family Services	Salaries	\$3,640,463	Division of Family Support Program - Request to transfer \$3.6 million from Interagency Transfers to Salaries for overtime expenditures for sheltering and DSNAP for multiple disaster. The source of funding for these additional expenditures are SNAP and Child Support Enforcement Funds (Title IV-D), and the required state matching funds are budgeted in this category. Funding is available from IAT because various TANF initiative contracts were delayed by the pandemic, freeing up federal budget authority. The most significant delayed initiative is the Governor's Saturday Academy which was allocated \$5 million for FY21. These unspent TANF dollars will carry over and be available for expenditure in FY22.
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	\$3,640,463	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$0	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	(\$3,640,463)	
			Total Other Charges	(\$3,640,463)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
19	17-562	Ethics Administration	Salaries	\$22,000	Administration Program - This request would adjust the agency's initial spread in Salaries from Operating Services, Other Charges, and Travel. Due to budget reduction of \$90,866 in FY 2020-2021, there is a shortfall of \$22,000 in Salaries. The agency took the reduction in Salaries and assumed it could take it as forced attrition; unfortunately, this year there has been very little turn over to cover this shortfall. The agency has identified savings directly related to activities and expenditures inhibited due to COVID-19 in Operating Service of \$7,000, Other Charges of \$10,000, and Travel of \$5,000.
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	\$22,000	
			Travel	(\$5,000)	
			Operating Services	(\$7,000)	
			Supplies	\$0	
			Total Operating Expenses	(\$12,000)	
			Total Professional Services	\$0	
			Other Charges	(\$10,000)	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	(\$10,000)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
20	17-563	State Police Commission	Salaries	\$0	Administration Program - This request would adjust the agency's initial spread in Related Benefits to Professional Services due to unanticipated increase in legal services required beyond what was budgeted in FY 2020-2021. The agency has been subpoenaed for more cases than was budgeted. The agency has identified savings in Related Benefits of \$10,000 due a current employee entering DROP, the movement of a retiree into Medicare, and the death of a retiree.
			Other Compensation	\$0	
			Related Benefits	(\$10,000)	
			Total Personal Services	(\$10,000)	
			Travel	\$0	
			Operating Services	\$0	
			Supplies	\$0	
			Total Operating Expenses	\$0	
			Total Professional Services	\$10,000	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$0	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	
21	17-565	Board of Tax Appeals	Salaries	\$54,512	Administrative Program - The request would adjust the agency's budget authority in the Personal Services category to cover projected deficit. This is due to unanticipated expenses related to forthcoming retirement of the agency director, including unbudgeted expenses related to mandatory termination pay and the double encumbrance of a replacement employee as part of a transition. Funding of \$30,125 in Operating Services, \$6,192 in Supplies, \$15,815 in Professional Services, and \$2,380 in Interagency Transfer will be moved to Salaries (Unclassified Regular \$38,741 and Unclassified Termination \$15,771).
			Other Compensation	\$0	
			Related Benefits	\$0	
			Total Personal Services	\$54,512	
			Travel	\$0	
			Operating Services	(\$30,125)	
			Supplies	(\$6,192)	
			Total Operating Expenses	(\$36,317)	
			Total Professional Services	(\$15,815)	
			Other Charges	\$0	
			Debt Service	\$0	
			IAT Line Item Expenditures	(\$2,380)	
			Total Other Charges	(\$2,380)	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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ITEM	AGENCY	APP. NAME	EXPENDITURE CATEGORIES	REQUESTED	JUSTIFICATION
22	19B-653	LA Schools for the Deaf and Visually Impaired	Salaries	(\$530,392)	Louisiana School for the Deaf Program - Request is to transfer State General Fund of \$530,392 in Salaries and \$286,751 in Related Benefits to increase Other Compensation by \$25,504, Operating Services by \$336,259, and Other Charges by \$455,380. The increase in Other Compensation is for substitute instructors needed to continue providing educational services for students. An increase in Operating Services is needed to cover over \$150,000 in maintenance and repair services on the campus such as campus street lighting, dead tree removal and key cards scanners for the Louisiana School for the Deaf residential life centers to keep students safe. Another \$110,000 is expenditures needed as a result of COVID for online resources for virtual learning and parent communication platforms including software licensing, online course content, data plans, and connectivity). An additional \$455,380 is needed in Other Charges for maintenance and repairs on the HVAC system and to replace broken furniture, fencing, blinds, and appliances in the residential life. Funding for these expenditures is available in Salaries and Related Benefits due to on-going vacancies in instructional and residential positions throughout the year. These vacancies are a result in a decrease in student enrollment due to COVID-19 and instructors and residential staff choosing not to return to campus. Because the decline in enrolment, the agency is able to service the students they have with the current staff.
			Other Compensation	\$25,504	
			Related Benefits	(\$286,751)	
			Total Personal Services	(\$791,639)	
			Travel	\$0	
			Operating Services	\$336,259	
			Supplies	\$0	
			Total Operating Expenses	\$336,259	
			Total Professional Services	\$0	
			Other Charges	\$455,380	
			Debt Service	\$0	
			IAT Line Item Expenditures	\$0	
			Total Other Charges	\$455,380	
			Acquisitions	\$0	
			Major Repairs	\$0	
			Total Acquisitions and Major Repairs	\$0	
			Total Expenditures	\$0	

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	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	\$544,013,187	\$544,013,187
01A_EXEC	01_111	Homeland Security	Statutory Dedications in the Coronavirus Local Recovery Allocation Fund for payments to local governments for eligible expenses related to COVID-19 response efforts.	\$0	\$432,651,310	\$0	\$432,651,310
01A_EXEC	01_111	Homeland Security	Federal Funds budget authority in the Administrative Program to administer the Federal Emergency Rental Assistance Program (ERAP) grant funding from the U.S. Department of Treasury.	\$0	\$0	\$148,000,000	\$148,000,000
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	\$432,651,310	\$755,952,263	\$1,189,095,435

04A_SOS	04_139	Secretary of State	Increases Statutory Dedications in the Help Louisiana Vote Fund for Covid-19 related expenditures for the 2020 federal election cycle. The original source of funding is federal through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The funding is distributed by the U.S. Election Assistance Commission (EAC) to provide states with additional resources to protect the 2020 elections from the effects of Covid-19.	\$0	\$4,937,116	\$0	\$4,937,116
04A_SOS			Department Total:	\$0	\$4,937,116	\$0	\$4,937,116

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	\$12,673,422	\$0	\$12,673,422
04D_TREA			Department Total:	\$0	\$12,673,422	\$0	\$12,673,422

06_CRT	06_262	Office of the State Library	These funds were made available through the American Rescue Plan Act from the Institute of Museum and Library Services. The Office of the State Library will issue these Federal Funds to all public / local libraries in the State of Louisiana. These funds will mainly be used to enable libraries to reach residents with internet hotspots and accessible Wi-Fi in support of education, health and workforce development needs. The Office of the State Library plans to spend all of the funds in FY 21.	\$0	\$0	\$3,012,150	\$3,012,150
06_CRT	06_267	Office of Tourism	Increase in Federal Funds made available through the CARES Act. The Office of Tourism applied for and received a \$360,000 grant from the U.S. Department of Commerce - Economic Development Administration to conduct a two-year strategic rebranding project. These funds will provide an opportunity to update and rebrand existing Louisiana Birding Trails. The Office of Tourism plans to spend \$50,000 of the grant in FY 21.	\$0	\$0	\$50,000	\$50,000
				\$0	\$0	\$3,062,150	\$3,062,150

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
07A_DOTD	07-276	Engineering and Operations	Increase in Federal Funds from the U.S. Department of Transportation's- Federal Transit Administration (FTA). DOTD was awarded CARES Act funding under the FTA Non-urbanized grant program for non-urbanized transit providers. The funding will be used to assist rural public transit providers and intercity bus providers with operating expenses to prevent, prepare, and respond to the COVID-19 pandemic.	\$0	\$0	\$14,979,370	\$14,979,370
07A_DOTD			Department Total:	\$0	\$0	\$14,979,370	\$14,979,370

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.	\$14,217,473	\$0	\$0	\$14,217,473
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.	\$60,569,432	\$0	\$0	\$60,569,432
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.	\$13,448,178	\$0	\$0	\$13,448,178
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.	\$9,757,397	\$0	\$0	\$9,757,397
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.	\$5,625,054	\$0	\$0	\$5,625,054
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.	\$18,149,103	\$0	\$0	\$18,149,103
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.	\$23,295,937	\$0	\$0	\$23,295,937
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.	\$11,556,216	\$0	\$0	\$11,556,216
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.	\$32,031,959	\$0	\$0	\$32,031,959
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.	\$11,460,140	\$0	\$0	\$11,460,140
08A_CORR			Department Total:	\$200,110,889	\$0	\$0	\$200,110,889

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
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.	\$3,702,872	\$0	\$0	\$3,702,872
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.	\$4,006,408	\$0	\$0	\$4,006,408
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.	\$5,333,461	\$0	\$0	\$5,333,461
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.	\$2,989,844	\$0	\$0	\$2,989,844
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through September 30, 2020). The corresponding state match was reduced in Act 1 of the 1st Extraordinary Session.	\$0	\$0	\$112,015,442	\$112,015,442
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through December 31, 2020) (The corresponding state match was reduced in Act 45 - HB39).	\$0	\$0	\$77,278,698	\$77,278,698
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through December 31, 2020) (The corresponding state match was reduced in Act 45 - HB39).	\$0	\$0	\$50,000,000	\$50,000,000
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.	\$5,647,690	\$0	\$0	\$5,647,690
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.	\$4,121,456	\$0	\$0	\$4,121,456
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.	\$2,483,302	\$0	\$0	\$2,483,302
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.	\$2,512,949	\$0	\$0	\$2,512,949
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.	\$376,480	\$0	\$0	\$376,480
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.	\$3,227,127	\$0	\$0	\$3,227,127

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_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.	\$18,602,754	\$0	\$0	\$18,602,754
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	\$9,356,522	\$9,356,522
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 the Crisis Counseling Program (COVID-19 related).	\$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.	\$60,252,863	\$0	\$0	\$60,252,863
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.	\$1,675,376	\$0	\$0	\$1,675,376
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.	\$1,975,593	\$0	\$0	\$1,975,593
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.	\$1,390,358	\$0	\$0	\$1,390,358
09A_LDH	09-306	Med Vendor Pymnts	NOTE: There is increased Medicaid Managed Care activity due to increased enrollment resulting from the COVID-19 pandemic and 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, 2020 - June 30, 2021. The sum of these two items is resulting in a projected increase of approximately \$1.04 billion in federal funding. Of this amount, approximately \$693 million is already built into Act 1 of 1ES of 2020 for FY 21.				
09A_LDH			Department Total:	\$122,081,300	\$0	\$422,916,699	\$544,997,999

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
14A_LWC	14_474	Workforce Support and Training	Payments for eligible reimbursements from the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide unemployment benefits payment processing, employment and training services, and dislocated worker services for adults, youth, and businesses due to increased demand caused by the COVID-19 pandemic.	\$0	\$0	\$44,779,500	\$44,779,500
14A_LWC			Department Total:	\$0	\$0	\$44,779,500	\$44,779,500

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
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.				
19A_HIED			Department Total:	\$3,250,000	\$0	\$0	\$3,250,000

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
19B_OTED			Department Total:	\$66,146	\$0	\$0	\$66,146

19D_LDOE	19D_678	State Activities	Purchase of computer devices to be distributed to local school districts for distance learning. Funded from the state's allocation of the Coronavirus Relief Fund. Reallocation of CRF resources by the JLCB at the December 2020 Meeting.	\$0	\$7,999,866	\$0	\$7,999,866
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
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
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

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
19D_LDOE	19D_681	Non-Federal Support	Increases Interagency Transfers (IAT) budget authority to allow the agency to receive funds from the Governor's Emergency Education Relief Fund (GEER) from the Division of Administration for the purpose of providing local educational agencies (LEAs) with emergency assistance as a result of COVID-19.	\$32,328,003	\$0	\$0	\$32,328,003
19D_LDOE			Department Total:	\$32,328,003	\$7,999,866	\$302,230,405	\$342,558,274

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.	\$65,817,885	\$0	\$0	\$65,817,885
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
20A_OREQ	20_945	State Aid to Local	Increase in Statutory Dedications out of the Critical Infrastructure Workers Hazard Pay Rebate Fund totaling \$50M used for one-time hazard pay rebates for essential critical infrastructure workers as part of Act 12 of the 2020 First Extraordinary Session. Pursuant to action by the JLCB at the December 2020 meeting, \$11.1M was reallocated to other eligible CRF expenditures via the State Coronavirus Relief Fund.	\$0	\$38,900,000	\$0	\$38,900,000
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	\$262,326,578	\$0	\$262,326,578
20A_OREQ	20_XXX	Funds	Federal Coronavirus Relief Funds to the Clearing Account of the Unemployment Compensation Fund (Act 45 - HB 39)	\$0	\$0	\$85,000,000	\$85,000,000
20A_OREQ	20_XXX	Funds	\$5M of Federal Coronavirus Relief Funds allocated to the Coronavirus Local Recovery Allocation Fund (Act 45 - HB39). At the December 2020 JLCB meeting, these resources were reallocated by the committee to the State Coronavirus Relief Fund.	\$0	\$0	\$0	\$0
20A_OREQ	20_XXX	Funds	Per action of the JLCB at the December Meeting, remaining resources from the Federal Coronavirus Relief Fund to transferred to the Clearing Account of the Unemployment Compensation Fund.	\$0	\$0	\$8,646,183	\$8,646,183
20A_OREQ			Department Total:	\$65,817,885	\$301,226,578	\$107,646,183	\$474,690,646

21A_ANCIL	21_815	OTS	Purchase of computer devices to be distributed to local school districts for distance learning.	\$7,999,866	\$0	\$0	\$7,999,866
21_ANCIL				\$7,999,866	\$0	\$0	\$7,999,866

23A_JUDI	23_949	La Judiciary	Increase in Interagency Transfers from GOHSEP for COVID-19 related expenditures.	\$1,659,515	\$0	\$0	\$1,659,515
23A_JUDI			Department Total:	\$1,659,515	\$0	\$0	\$1,659,515

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.	\$6,223,984	\$0	\$0	\$6,223,984
24A_LEGI			Department Total:	\$8,723,984	\$271,501	\$0	\$8,995,485

			Total (Inclusive of Double Counts)	\$478,452,648	\$759,759,793	\$1,651,566,570	\$2,889,779,011
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COVID 19 FEDERAL FUNDING - Preamble Section 2B							
<i>NOTE: The items reported are only those federally funded that currently flow through the State Budget.</i>							
DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
			Total (Exclusive of Double Counts)	\$0	\$754,759,793	\$1,651,566,570	\$2,406,326,363

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
100	EXECUTIVE OFFICE	SALARIES	405,664	Regular	4,537,644	5,311,871	774,227	85.42%
		RELATED BENEFITS	221,991	Regular	2,377,730	2,878,183	500,453	82.61%
		OTHER COMPENSATION	11,447	Regular	132,057	170,100	38,043	77.64%
		TRAVEL & TRAINING	675	Regular	1,682	65,239	63,557	2.58%
		OPERATING SERVICES	16,697	Regular	154,902	225,984	71,082	68.55%
		SUPPLIES	24,722	Regular	211,823	374,800	162,977	56.52%
		PROFESSIONAL SERVICES	23,394	Regular	237,749	530,008	292,259	44.86%
		OTHER CHARGES	124,099	Regular	1,905,426	3,521,842	1,616,416	54.10%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,599	Regular	550,951	591,868	40,917	93.09%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	425	Regular	5,719	4,761	(958)	120.13%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
100		Sum:	\$838,713		\$10,115,683	\$13,674,656	\$3,558,973	73.97%
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		46,474	134,804	88,330	34.48%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		5,500	12,158	6,658	45.24%
		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		\$51,974	\$146,962	\$94,988	35.37%
102	OFFICE OF INSPECTOR GENER	SALARIES	76,290	Regular	898,707	1,214,673	315,966	73.99%
		RELATED BENEFITS	43,491	Regular	479,829	692,214	212,385	69.32%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		225	5,264	5,039	4.27%
		OPERATING SERVICES	5,381	Regular	17,117	25,112	7,995	68.16%
		SUPPLIES	1,160	Regular	9,617	14,984	5,368	64.18%
		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	818	Regular	276,671	323,822	47,151	85.44%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		5,433	6,000	567	90.54%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
102		Sum:	\$127,141		\$1,687,599	\$2,288,435	\$600,836	73.74%
103	MENTAL HEALTH ADVOCACY	SALARIES	210,605	Regular	2,080,868	2,587,612	506,744	80.42%
		RELATED BENEFITS	103,527	Regular	1,099,707	1,457,456	357,749	75.45%
		OTHER COMPENSATION	5,858	Regular	70,210	146,045	75,835	48.07%
		TRAVEL & TRAINING	752	Regular	9,805	101,919	92,114	9.62%
		OPERATING SERVICES	16,280	Regular	85,244	120,009	34,765	71.03%
		SUPPLIES	3,409	Regular	8,037	19,662	11,625	40.88%
		PROFESSIONAL SERVICES	0		355	29,506	29,151	1.20%
		OTHER CHARGES	8,400	Regular	162,861	970,000	807,139	16.79%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	19,545	Regular	440,534	491,010	50,476	89.72%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	109	Regular	1,108	3,000	1,892	36.93%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
103		Sum:	\$368,484		\$3,958,729	\$5,926,219	\$1,967,490	66.80%
106	LOUISIANA TAX COMMISSION	SALARIES	158,701	Regular	1,850,958	2,294,833	443,875	80.66%
		RELATED BENEFITS	100,121	Regular	1,110,396	1,515,905	405,509	73.25%
		OTHER COMPENSATION	0		(2,027)	0	2,027	0.00%
		TRAVEL & TRAINING	2,653	Regular	51,707	139,500	87,793	37.07%
		OPERATING SERVICES	14,869	Regular	47,226	137,430	90,204	34.36%
		SUPPLIES	1,101	Regular	7,742	20,000	12,258	38.71%
		PROFESSIONAL SERVICES	35,682	Regular	239,587	345,000	105,413	69.45%
		OTHER CHARGES	0		0	50,000	50,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	4,967	Regular	201,526	313,240	111,714	64.34%
		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%

Agy Agency Name		Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
106		Sum:	\$318,092		\$3,507,114	\$4,815,908	\$1,308,794	72.82%
107	DIVISION OF ADMINISTRATION	SALARIES	2,429,497	Regular	26,450,692	32,621,407	6,170,715	81.08%
		RELATED BENEFITS	1,551,556	Regular	15,942,152	20,169,594	4,227,442	79.04%
		OTHER COMPENSATION	44,931	Regular	663,649	870,879	207,230	76.20%
		TRAVEL & TRAINING	2,637	Regular	23,730	164,359	140,629	14.44%
		OPERATING SERVICES	1,425,198	Regular	11,604,335	15,877,182	4,272,847	73.09%
		SUPPLIES	109,499	Regular	615,344	1,126,441	511,097	54.63%
		PROFESSIONAL SERVICES	18,343	Regular	177,141	824,157	647,016	21.49%
		OTHER CHARGES	19,895,654	Regular	179,972,042	656,527,343	476,555,301	27.41%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,392,802	Regular	28,299,104	40,735,022	12,435,918	69.47%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	15,219	Regular	121,250	339,397	218,147	35.73%
		AUXILIARY PROGRAM	110,870	Regular	1,861,451	27,168,887	25,307,436	6.85%
		UNALLOTTED	0		0	0	0	0.00%
107		Sum:	\$27,996,208		\$265,730,890	\$796,424,668	\$530,693,778	33.37%
109	COASTAL PROCT AND RESTOR	SALARIES	1,047,302	Regular	11,480,873	14,933,506	3,452,633	76.88%
		RELATED BENEFITS	566,257	Regular	5,981,615	7,765,539	1,783,924	77.03%
		OTHER COMPENSATION	29,080	Regular	235,300	303,307	68,007	77.58%
		TRAVEL & TRAINING	1,181	Regular	9,851	122,520	112,669	8.04%
		OPERATING SERVICES	154,099	Regular	1,661,311	1,868,012	206,701	88.93%
		SUPPLIES	11,108	Regular	73,995	210,185	136,190	35.20%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,915,870	Regular	19,778,950	95,381,734	75,602,784	20.74%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,793,756	Regular	10,567,724	27,536,609	16,968,885	38.38%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	13,938	Regular	131,625	438,687	307,062	30.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
109		Sum:	\$6,532,590		\$49,921,243	\$148,560,099	\$98,638,856	33.60%
111	HOMELAND SECURITY & EME	SALARIES	287,296	Regular	3,483,247	4,144,938	661,691	84.04%
		RELATED BENEFITS	140,301	Regular	1,548,518	1,995,394	446,876	77.60%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	547	Regular	3,147	5,000	1,853	62.94%
		OPERATING SERVICES	2,260	Regular	2,260	0	(2,260)	0.00%
		SUPPLIES	1,011	Regular	14,327	199,430	185,103	7.18%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	198,675,853	Regular	1,773,199,061	2,305,165,364	531,966,303	76.92%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	512	Regular	5,867,237	5,976,163	108,926	98.18%
		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%
111		Sum:	\$199,107,779		\$1,784,117,796	\$2,317,486,289	\$533,368,493	76.99%
112	DEPT OF MILITARY AFFAIRS	SALARIES	2,556,476	Regular	29,608,170	39,099,066	9,490,896	75.73%
		RELATED BENEFITS	1,203,828	Regular	13,584,062	18,137,183	4,553,121	74.90%
		OTHER COMPENSATION	142,796	Regular	1,335,153	1,926,419	591,266	69.31%
		TRAVEL & TRAINING	12,782	Regular	308,226	594,358	286,132	51.86%
		OPERATING SERVICES	2,231,251	Regular	22,914,532	32,358,937	9,444,405	70.81%
		SUPPLIES	563,528	Regular	5,347,151	10,356,953	5,009,802	51.63%
		PROFESSIONAL SERVICES	112,929	Regular	2,062,588	7,453,995	5,391,407	27.67%
		OTHER CHARGES	867,917	Regular	24,371,810	30,201,197	5,829,387	80.70%
		DEBT SERVICES	0		1,189,040	2,378,080	1,189,040	50.00%
		IAT	87,179	Regular	4,212,905	5,315,616	1,102,711	79.26%
		MAJOR REPAIRS	76,045	Regular	2,038,711	6,070,473	4,031,762	33.58%
		CAPITAL OUTLAY	226,909	Regular	2,920,319	5,473,652	2,553,333	53.35%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
112		Sum:	\$8,081,640		\$109,892,668	\$159,365,929	\$49,473,261	68.96%
116	LOUISIANA PUBLIC DEFENDER	SALARIES	103,906	Regular	1,041,156	1,433,853	392,697	72.61%
		RELATED BENEFITS	54,789	Regular	530,178	787,634	257,456	67.31%
		OTHER COMPENSATION	2,773	Regular	30,412	151,779	121,367	20.04%
		TRAVEL & TRAINING	0		585	43,000	42,415	1.36%
		OPERATING SERVICES	22,289	Regular	138,833	193,003	54,170	71.93%
		SUPPLIES	1,852	Regular	117,516	187,267	69,751	62.75%
		PROFESSIONAL SERVICES	20,459	Regular	194,287	400,334	206,047	48.53%
		OTHER CHARGES	895,992	Regular	38,652,735	48,199,095	9,546,360	80.19%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	699	Regular	179,587	220,086	40,499	81.60%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	70	Regular	357,000	357,737	737	99.79%
		AUXILIARY PROGRAM	0		0	0	0	0.00%

Agy Agency Name		Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		UNALLOTTED	0		0	0	0	0.00%
116		Sum:	\$1,102,828		\$41,242,288	\$51,973,788	\$10,731,500	79.35%
124	LA STADIUM & EXPOSITION DI	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	201,272	Regular	2,142,353	2,845,179	702,826	75.30%
		RELATED BENEFITS	173,930	Regular	1,383,069	1,763,545	380,476	78.43%
		OTHER COMPENSATION	9,846	Regular	184,573	162,423	(22,150)	113.64%
		TRAVEL & TRAINING	1,197	Regular	10,264	107,700	97,436	9.53%
		OPERATING SERVICES	31,865	Regular	282,235	454,919	172,684	62.04%
		SUPPLIES	6,195	Regular	32,486	105,163	72,677	30.89%
		PROFESSIONAL SERVICES	76,223	Regular	674,970	2,415,698	1,740,728	27.94%
		OTHER CHARGES	4,658,745	Regular	35,807,548	57,838,266	22,030,718	61.91%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	943,072	Regular	2,772,479	3,611,291	838,812	76.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	1,881	Regular	48,829	150,885	102,056	32.36%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
129		Sum:	\$6,104,227		\$43,338,807	\$69,455,069	\$26,116,262	62.40%
130	DEPT OF VETERANS AFFAIRS	SALARIES	395,662	Regular	4,517,824	5,548,658	1,030,834	81.42%
		RELATED BENEFITS	204,134	Regular	2,188,390	2,888,939	700,549	75.75%
		OTHER COMPENSATION	7,511	Regular	68,741	39,380	(29,361)	174.56%
		TRAVEL & TRAINING	5,750	Regular	49,224	155,311	106,087	31.69%
		OPERATING SERVICES	23,623	Regular	380,296	494,422	114,126	76.92%
		SUPPLIES	25,031	Regular	172,169	274,334	102,165	62.76%
		PROFESSIONAL SERVICES	14,666	Regular	69,481	98,350	28,869	70.65%
		OTHER CHARGES	673,536	Regular	2,372,082	4,373,568	2,001,486	54.24%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	48,248	Regular	909,644	1,153,819	244,175	78.84%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	36,000	36,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
130		Sum:	\$1,398,161		\$10,727,848	\$15,062,781	\$4,334,933	71.22%
131	LOUISIANA VETERANS HOME	SALARIES	353,311	Regular	4,018,716	4,930,890	912,174	81.50%
		RELATED BENEFITS	235,656	Regular	2,096,291	2,709,993	613,702	77.35%
		OTHER COMPENSATION	14,431	Regular	185,064	270,000	84,936	68.54%
		TRAVEL & TRAINING	934	Regular	1,468	10,000	8,532	14.68%
		OPERATING SERVICES	22,652	Regular	265,270	505,572	240,302	52.47%
		SUPPLIES	49,842	Regular	487,440	636,992	149,552	76.52%
		PROFESSIONAL SERVICES	59,144	Regular	450,038	700,000	249,962	64.29%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	64,083	Regular	662,335	1,247,808	585,473	53.08%
		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:	\$800,054		\$8,166,621	\$11,011,255	\$2,844,634	74.17%
132	NORTHEAST LOUISIANA VETS	SALARIES	386,192	Regular	4,563,921	5,769,357	1,205,436	79.11%
		RELATED BENEFITS	182,153	Regular	2,047,135	2,901,880	854,745	70.55%
		OTHER COMPENSATION	6,359	Regular	248,359	426,860	178,501	58.18%
		TRAVEL & TRAINING	170	Regular	1,653	27,957	26,304	5.91%
		OPERATING SERVICES	81,241	Regular	583,489	967,755	384,267	60.29%
		SUPPLIES	93,287	Regular	902,230	1,314,194	411,964	68.65%
		PROFESSIONAL SERVICES	69,031	Regular	346,116	497,528	151,412	69.57%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	38,124	Regular	711,299	898,702	187,403	79.15%
		MAJOR REPAIRS	0		17,752	20,000	2,248	88.76%
		CAPITAL OUTLAY	0		21,225	66,200	44,975	32.06%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	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%
132		Sum:	\$856,557		\$9,443,178	\$12,890,433	\$3,447,255	73.26%
133	OFFICE OF ELDERLY AFFAIRS	SALARIES	285,563	Regular	3,259,593	4,086,561	826,968	79.76%
		RELATED BENEFITS	142,390	Regular	1,740,515	2,376,894	636,379	73.23%
		OTHER COMPENSATION	0		0	17,655	17,655	0.00%
		TRAVEL & TRAINING	3,045	Regular	24,636	137,850	113,214	17.87%
		OPERATING SERVICES	20,152	Regular	190,323	214,276	23,953	88.82%
		SUPPLIES	2,028	Regular	4,821	31,745	26,924	15.19%
		PROFESSIONAL SERVICES	0		450	17,097	16,647	2.63%
		OTHER CHARGES	4,530,501	Regular	45,909,098	57,200,392	11,291,294	80.26%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,749	Regular	354,958	936,269	581,311	37.91%
		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:	\$4,987,427		\$51,484,395	\$65,018,739	\$13,534,344	79.18%
134	SOUTHWEST LOUISIANA VETS	SALARIES	500,026	Regular	5,812,035	6,896,916	1,084,881	84.27%
		RELATED BENEFITS	231,578	Regular	2,446,029	2,865,109	419,080	85.37%
		OTHER COMPENSATION	5,514	Regular	103,855	133,036	29,181	78.07%
		TRAVEL & TRAINING	0		1,661	4,972	3,311	33.42%
		OPERATING SERVICES	33,297	Regular	573,156	904,525	331,369	63.37%
		SUPPLIES	97,474	Regular	906,087	1,346,825	440,738	67.28%
		PROFESSIONAL SERVICES	1,440	Regular	350,030	623,102	273,072	56.18%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	26,830	Regular	970,812	1,065,618	94,806	91.10%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	781	Regular	14,287	82,036	67,749	17.42%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
134		Sum:	\$896,941		\$11,177,952	\$13,922,139	\$2,744,187	80.29%
135	NORTHWEST LOUISIANA VETS	SALARIES	430,807	Regular	5,110,228	6,243,021	1,132,793	81.86%
		RELATED BENEFITS	191,750	Regular	2,081,714	3,331,628	1,249,914	62.48%
		OTHER COMPENSATION	6,971	Regular	113,612	154,077	40,465	73.74%
		TRAVEL & TRAINING	0		659	1,763	1,104	37.38%
		OPERATING SERVICES	49,895	Regular	537,694	857,394	319,700	62.71%
		SUPPLIES	59,161	Regular	792,293	1,175,189	382,896	67.42%
		PROFESSIONAL SERVICES	135,560	Regular	559,710	865,949	306,239	64.64%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	87,067	Regular	771,230	833,729	62,499	92.50%
		MAJOR REPAIRS	0		8,162	95,000	86,838	8.59%
		CAPITAL OUTLAY	814	Regular	4,044	180,811	176,767	2.24%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
135		Sum:	\$962,024		\$9,979,346	\$13,738,561	\$3,759,215	72.64%
136	SOUTHEAST LOUISIANA VETS	SALARIES	454,984	Regular	5,353,853	6,605,702	1,251,849	81.05%
		RELATED BENEFITS	203,766	Regular	2,201,328	3,304,827	1,103,499	66.61%
		OTHER COMPENSATION	11,301	Regular	113,112	179,907	66,795	62.87%
		TRAVEL & TRAINING	813	Regular	3,125	4,500	1,375	69.45%
		OPERATING SERVICES	34,115	Regular	284,573	578,353	293,780	49.20%
		SUPPLIES	97,723	Regular	948,333	1,481,231	532,898	64.02%
		PROFESSIONAL SERVICES	57,915	Regular	461,068	673,827	212,759	68.43%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	10,040	Regular	832,947	851,012	18,065	97.88%
		MAJOR REPAIRS	0		7,400	120,000	112,600	6.17%
		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:	\$870,658		\$10,205,740	\$13,925,259	\$3,719,519	73.29%
139	SECRETARY OF STATE	SALARIES	1,370,765	Regular	15,565,009	18,360,193	2,795,184	84.78%
		RELATED BENEFITS	856,018	Regular	8,862,735	10,811,618	1,948,883	81.97%
		OTHER COMPENSATION	37,095	Regular	353,848	455,694	101,846	77.65%
		TRAVEL & TRAINING	16,840	Regular	107,304	155,845	48,541	68.85%
		OPERATING SERVICES	1,060,515	Regular	10,057,026	11,721,191	1,664,166	85.80%
		SUPPLIES	(8,899)		443,356	821,298	377,942	53.98%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	3,253,318	Regular	49,186,104	57,404,297	8,218,193	85.68%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	231,102	Regular	2,734,552	3,060,420	325,868	89.35%
		MAJOR REPAIRS	0		55,002	55,002	0	100.00%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		CAPITAL OUTLAY	2,263	Regular	149,964	12,663,459	12,513,495	1.18%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
139		Sum:	\$6,819,019		\$87,514,898	\$115,509,017	\$27,994,119	75.76%
141	OFFICE OF THE ATTORNEY GE	SALARIES	2,563,599	Regular	27,313,637	32,855,356	5,541,719	83.13%
		RELATED BENEFITS	1,468,628	Regular	15,244,581	18,814,862	3,570,281	81.02%
		OTHER COMPENSATION	170,990	Regular	1,924,278	2,956,689	1,032,411	65.08%
		TRAVEL & TRAINING	33,049	Regular	250,459	879,534	629,075	28.48%
		OPERATING SERVICES	332,957	Regular	3,023,472	4,129,759	1,106,287	73.21%
		SUPPLIES	44,044	Regular	238,312	793,465	555,153	30.03%
		PROFESSIONAL SERVICES	180,748	Regular	5,909,660	11,930,395	6,020,735	49.53%
		OTHER CHARGES	37,458	Regular	285,761	4,402,675	4,116,914	6.49%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	336,653	Regular	4,232,337	5,512,753	1,280,416	76.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	91,702	Regular	493,849	1,469,423	975,574	33.61%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
141		Sum:	\$5,259,830		\$58,916,345	\$83,744,911	\$24,828,566	70.35%
146	LIEUTENANT GOVERNOR	SALARIES	52,120	Regular	547,508	630,996	83,488	86.77%
		RELATED BENEFITS	43,004	Regular	470,524	568,546	98,022	82.76%
		OTHER COMPENSATION	24,318	Regular	259,946	338,501	78,555	76.79%
		TRAVEL & TRAINING	1,358	Regular	1,482	5,793	4,311	25.59%
		OPERATING SERVICES	1,758	Regular	23,913	32,080	8,167	74.54%
		SUPPLIES	2,069	Regular	25,793	29,198	3,405	88.34%
		PROFESSIONAL SERVICES	0		0	7,404	7,404	0.00%
		OTHER CHARGES	1,026,828	Regular	4,045,974	6,365,218	2,319,244	63.56%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	5,120	Regular	112,721	143,222	30,501	78.70%
		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%
146		Sum:	\$1,156,573		\$5,487,863	\$8,120,958	\$2,633,095	67.58%
147	ST TREASURER OPERATING	SALARIES	310,703	Regular	3,323,241	4,436,517	1,113,276	74.91%
		RELATED BENEFITS	180,729	Regular	1,893,016	2,476,236	583,220	76.45%
		OTHER COMPENSATION	27,924	Regular	381,809	562,917	181,108	67.83%
		TRAVEL & TRAINING	0		2,927	103,389	100,462	2.83%
		OPERATING SERVICES	52,691	Regular	773,630	1,679,759	906,129	46.06%
		SUPPLIES	951	Regular	18,007	57,372	39,365	31.39%
		PROFESSIONAL SERVICES	14,380	Regular	145,660	243,147	97,487	59.91%
		OTHER CHARGES	118,195	Regular	10,055,947	12,358,295	2,302,348	81.37%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	134,128	Regular	2,015,164	3,182,914	1,167,750	63.31%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		18,541	92,815	74,274	19.98%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
147		Sum:	\$839,700		\$18,627,943	\$25,193,361	\$6,565,418	73.94%
158	PUBLIC SERVICE COMMISSION	SALARIES	360,136	Regular	3,851,895	5,222,373	1,370,478	73.76%
		RELATED BENEFITS	184,378	Regular	2,213,150	3,169,615	956,465	69.82%
		OTHER COMPENSATION	735	Regular	7,949	38,000	30,051	20.92%
		TRAVEL & TRAINING	0		8,326	90,868	82,542	9.16%
		OPERATING SERVICES	27,045	Regular	315,245	375,351	60,106	83.99%
		SUPPLIES	1,121	Regular	7,965	28,539	20,574	27.91%
		PROFESSIONAL SERVICES	0		0	5,000	5,000	0.00%
		OTHER CHARGES	2,533	Regular	25,099	121,350	96,251	20.68%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	76,306	Regular	919,991	1,119,887	199,896	82.15%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	1,051	Regular	21,638	71,860	50,222	30.11%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
158		Sum:	\$653,306		\$7,371,258	\$10,242,843	\$2,871,585	71.96%
160	AGRICULTURE AND FORESTRY	SALARIES	2,387,146	Regular	27,298,791	32,731,107	5,432,316	83.40%
		RELATED BENEFITS	1,661,143	Regular	17,737,048	22,573,006	4,835,958	78.58%
		OTHER COMPENSATION	78,273	Regular	1,195,599	1,532,995	337,396	77.99%
		TRAVEL & TRAINING	3,308	Regular	42,890	330,851	287,961	12.96%
		OPERATING SERVICES	4,427,576	Regular	23,083,085	25,171,592	2,088,507	91.70%
		SUPPLIES	355,731	Regular	4,148,398	5,952,395	1,803,997	69.69%
		PROFESSIONAL SERVICES	290	Regular	49,416	563,942	514,526	8.76%
		OTHER CHARGES	131,714	Regular	1,849,107	2,913,723	1,064,616	63.46%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	16,879	Regular	2,232,234	2,482,555	250,321	89.92%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	(42,091)		46,075	1,014,528	968,453	4.54%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
160		Sum:	\$9,019,970		\$77,682,643	\$95,266,694	\$17,584,051	81.54%
165	COMMISSIONER OF INSURANC	SALARIES	1,160,580	Regular	12,657,633	15,031,125	2,373,492	84.21%
		RELATED BENEFITS	666,770	Regular	7,038,697	8,861,270	1,822,573	79.43%
		OTHER COMPENSATION	13,212	Regular	101,609	214,942	113,333	47.27%
		TRAVEL & TRAINING	1,287	Regular	14,754	242,313	227,559	6.09%
		OPERATING SERVICES	140,103	Regular	1,767,399	2,597,395	829,996	68.05%
		SUPPLIES	5,228	Regular	68,427	143,424	74,997	47.71%
		PROFESSIONAL SERVICES	264,805	Regular	1,558,777	3,831,387	2,272,610	40.68%
		OTHER CHARGES	0		89,710	227,000	137,290	39.52%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	61,187	Regular	1,424,616	1,722,336	297,720	82.71%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	1,027	Regular	351,756	626,650	274,894	56.13%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
165		Sum:	\$2,314,199		\$25,073,377	\$33,497,842	\$8,424,465	74.85%
251	ECON DEV - OFF OF SECRETAR	SALARIES	224,786	Regular	2,555,914	3,159,682	603,768	80.89%
		RELATED BENEFITS	135,222	Regular	1,446,183	1,750,031	303,848	82.64%
		OTHER COMPENSATION	2,342	Regular	30,229	111,014	80,785	27.23%
		TRAVEL & TRAINING	794	Regular	8,290	190,810	182,520	4.34%
		OPERATING SERVICES	94,903	Regular	377,342	764,163	386,821	49.38%
		SUPPLIES	3,411	Regular	37,822	150,748	112,926	25.09%
		PROFESSIONAL SERVICES	16,350	Regular	346,997	688,510	341,513	50.40%
		OTHER CHARGES	203,546	Regular	6,046,826	11,059,470	5,012,644	54.68%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	76,531	Regular	1,916,912	2,136,373	219,461	89.73%
		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%
251		Sum:	\$757,885		\$12,766,515	\$20,010,801	\$7,244,286	63.80%
252	OFFICE OF BUSINESS DEVELO	SALARIES	440,577	Regular	4,766,052	5,994,426	1,228,374	79.51%
		RELATED BENEFITS	222,122	Regular	2,367,179	2,756,630	389,451	85.87%
		OTHER COMPENSATION	298	Regular	547	15,000	14,453	3.65%
		TRAVEL & TRAINING	7,382	Regular	29,054	463,793	434,739	6.26%
		OPERATING SERVICES	14,731	Regular	214,662	321,269	106,607	66.82%
		SUPPLIES	975	Regular	5,454	31,508	26,054	17.31%
		PROFESSIONAL SERVICES	225,938	Regular	1,895,653	7,863,934	5,968,281	24.11%
		OTHER CHARGES	883,092	Regular	3,946,169	10,568,703	6,622,534	37.34%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	225	Regular	24,742	87,093	62,351	28.41%
		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:	\$1,795,341		\$13,249,512	\$28,102,356	\$14,852,844	47.15%
254	LA STATE RACING COMMISSIO	SALARIES	205,218	Regular	2,364,230	3,265,973	901,743	72.39%
		RELATED BENEFITS	87,499	Regular	1,013,379	1,454,627	441,248	69.67%
		OTHER COMPENSATION	5,128	Regular	55,666	77,592	21,926	71.74%
		TRAVEL & TRAINING	3,043	Regular	33,747	136,589	102,842	24.71%
		OPERATING SERVICES	23,339	Regular	202,682	424,912	222,230	47.70%
		SUPPLIES	3,320	Regular	30,992	82,750	51,758	37.45%
		PROFESSIONAL SERVICES	1,945	Regular	6,087	44,964	38,877	13.54%
		OTHER CHARGES	1,116,902	Regular	5,051,461	6,077,736	1,026,275	83.11%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	153,579	Regular	890,334	1,695,722	805,388	52.50%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		1,666	20,000	18,334	8.33%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
254		Sum:	\$1,599,972		\$9,650,244	\$13,280,865	\$3,630,621	72.66%
255	OFFICE OF FINANCIAL INSTIT	SALARIES	424,284	Regular	4,960,182	7,551,352	2,591,170	65.69%
		RELATED BENEFITS	207,389	Regular	2,725,229	4,679,428	1,954,199	58.24%
		OTHER COMPENSATION	3,477	Regular	52,221	57,328	5,107	91.09%
		TRAVEL & TRAINING	328	Regular	3,083	361,424	358,341	0.85%
		OPERATING SERVICES	58,972	Regular	628,117	777,475	149,358	80.79%
		SUPPLIES	120	Regular	18,639	111,560	92,921	16.71%
		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%

			10					
			Accounting					
			Period					
			April					
Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		IAT	131,035	Regular	453,853	1,327,256	873,403	34.19%
		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:	\$825,604		\$8,841,324	\$15,052,291	\$6,210,967	58.74%
261	CUL REC TOURISM - OFF OF SE	SALARIES	227,109	Regular	2,431,399	3,123,462	692,063	77.84%
		RELATED BENEFITS	135,596	Regular	1,390,972	1,876,223	485,251	74.14%
		OTHER COMPENSATION	8,594	Regular	100,337	51,340	(48,997)	195.44%
		TRAVEL & TRAINING	0		246	52,159	51,913	0.47%
		OPERATING SERVICES	5,380	Regular	75,652	155,501	79,849	48.65%
		SUPPLIES	3,111	Regular	23,002	78,802	55,800	29.19%
		PROFESSIONAL SERVICES	2,987	Regular	10,426	92,363	81,937	11.29%
		OTHER CHARGES	48,280	Regular	142,028	1,793,355	1,651,327	7.92%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	5,485	Regular	423,353	522,867	99,514	80.97%
		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:	\$436,542		\$4,597,415	\$7,746,072	\$3,148,657	59.35%
262	OFF OF THE STATE LIBRARY O	SALARIES	170,830	Regular	1,880,387	2,352,762	472,375	79.92%
		RELATED BENEFITS	126,543	Regular	1,335,963	1,720,947	384,984	77.63%
		OTHER COMPENSATION	1,250	Regular	15,284	51,000	35,716	29.97%
		TRAVEL & TRAINING	1,725	Regular	2,452	12,926	10,474	18.97%
		OPERATING SERVICES	21,435	Regular	153,392	311,854	158,462	49.19%
		SUPPLIES	1,643	Regular	21,299	28,117	6,818	75.75%
		PROFESSIONAL SERVICES	0		1,663	6,597	4,934	25.21%
		OTHER CHARGES	14,162	Regular	1,788,739	5,153,571	3,364,832	34.71%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		905,960	923,669	17,709	98.08%
		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:	\$337,588		\$6,105,139	\$10,561,443	\$4,456,304	57.81%
263	OFFICE OF STATE MUSEUM	SALARIES	243,395	Regular	2,537,779	3,312,130	774,351	76.62%
		RELATED BENEFITS	143,883	Regular	1,480,725	1,937,192	456,467	76.44%
		OTHER COMPENSATION	13,115	Regular	24,220	4,066	(20,154)	595.68%
		TRAVEL & TRAINING	0		221	1,000	780	22.05%
		OPERATING SERVICES	59,220	Regular	781,338	1,229,871	448,533	63.53%
		SUPPLIES	391	Regular	52,014	52,823	809	98.47%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		5,567	509,322	503,755	1.09%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,501	Regular	580,758	600,007	19,249	96.79%
		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:	\$466,505		\$5,462,621	\$7,646,411	\$2,183,790	71.44%
264	OFFICE OF STATE PARKS	SALARIES	779,237	Regular	9,272,068	11,618,108	2,346,040	79.81%
		RELATED BENEFITS	556,316	Regular	5,926,787	7,624,579	1,697,792	77.73%
		OTHER COMPENSATION	66,784	Regular	736,024	454,070	(281,954)	162.09%
		TRAVEL & TRAINING	2,279	Regular	12,870	21,000	8,130	61.29%
		OPERATING SERVICES	376,318	Regular	3,423,503	4,034,464	610,961	84.86%
		SUPPLIES	254,387	Regular	2,024,633	3,198,025	1,173,392	63.31%
		PROFESSIONAL SERVICES	8,962	Regular	57,102	75,047	17,945	76.09%
		OTHER CHARGES	172,422	Regular	1,917,638	3,156,214	1,238,576	60.76%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	15,985	Regular	2,301,397	2,495,962	194,565	92.20%
		MAJOR REPAIRS	73,166	Regular	1,345,740	4,616,099	3,270,359	29.15%
		CAPITAL OUTLAY	140,586	Regular	1,109,747	1,931,180	821,433	57.46%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
264		Sum:	\$2,446,442		\$28,127,510	\$39,224,748	\$11,097,238	71.71%
265	OFFICE OF CULTURAL DEVEL	SALARIES	148,286	Regular	1,624,055	2,136,991	512,936	76.00%
		RELATED BENEFITS	85,479	Regular	911,979	1,242,259	330,280	73.41%
		OTHER COMPENSATION	4,672	Regular	42,590	15,493	(27,097)	274.90%
		TRAVEL & TRAINING	651	Regular	11,179	43,178	31,999	25.89%
		OPERATING SERVICES	4,926	Regular	88,415	162,523	74,108	54.40%
		SUPPLIES	1,595	Regular	9,422	26,837	17,415	35.11%
		PROFESSIONAL SERVICES	0		1,700	5,178	3,478	32.83%
		OTHER CHARGES	488,391	Regular	2,449,975	4,185,797	1,735,822	58.53%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,349	Regular	178,193	274,022	95,829	65.03%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	17,750	17,750	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
265		Sum:	\$735,347		\$5,317,510	\$8,110,028	\$2,792,518	65.57%
267	OFFICE OF TOURISM	SALARIES	238,666	Regular	2,501,620	2,835,104	333,484	88.24%
		RELATED BENEFITS	137,665	Regular	1,454,048	1,769,140	315,092	82.19%
		OTHER COMPENSATION	16,749	Regular	142,346	305,505	163,159	46.59%
		TRAVEL & TRAINING	7,030	Regular	37,479	215,500	178,021	17.39%
		OPERATING SERVICES	282,554	Regular	1,560,546	4,797,244	3,236,698	32.53%
		SUPPLIES	6,749	Regular	74,148	111,195	37,047	66.68%
		PROFESSIONAL SERVICES	627,599	Regular	6,384,291	14,304,654	7,920,363	44.63%
		OTHER CHARGES	279,555	Regular	649,886	1,748,299	1,098,413	37.17%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	8,497	Regular	5,806,936	6,100,027	293,091	95.20%
		MAJOR REPAIRS	14,597	Regular	43,777	100,000	56,223	43.78%
		CAPITAL OUTLAY	261	Regular	68,203	74,194	5,991	91.93%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
267		Sum:	\$1,619,922		\$18,723,281	\$32,360,862	\$13,637,581	57.86%
273	DOTD ADMINISTRATION	SALARIES	1,029,135	Regular	11,587,832	13,350,170	1,762,338	86.80%
		RELATED BENEFITS	527,760	Regular	6,971,633	8,368,725	1,397,092	83.31%
		OTHER COMPENSATION	15,192	Regular	108,595	210,877	102,282	51.50%
		TRAVEL & TRAINING	9,033	Regular	24,102	184,495	160,393	13.06%
		OPERATING SERVICES	27,619	Regular	650,110	1,023,860	373,750	63.50%
		SUPPLIES	13,848	Regular	141,762	444,821	303,059	31.87%
		PROFESSIONAL SERVICES	180,540	Regular	1,669,740	4,390,903	2,721,163	38.03%
		OTHER CHARGES	10,878	Regular	111,661	183,751	72,090	60.77%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	(881,030)		18,451,214	24,828,519	6,377,305	74.31%
		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:	\$932,975		\$39,716,650	\$52,986,121	\$13,269,471	74.96%
276	ENGINEERING AND OPERATIO	SALARIES	16,340,455	Regular	190,896,106	220,675,434	29,779,328	86.51%
		RELATED BENEFITS	8,453,857	Regular	113,107,334	141,276,785	28,169,451	80.06%
		OTHER COMPENSATION	22,264	Regular	351,260	746,607	395,347	47.05%
		TRAVEL & TRAINING	221,597	Regular	2,037,324	3,864,422	1,827,098	52.72%
		OPERATING SERVICES	1,499,209	Regular	12,819,565	18,256,059	5,436,494	70.22%
		SUPPLIES	3,459,763	Regular	24,778,884	35,846,720	11,067,836	69.12%
		PROFESSIONAL SERVICES	2,228,892	Regular	15,695,016	38,060,963	22,365,947	41.24%
		OTHER CHARGES	4,623,409	Regular	46,704,424	80,840,386	34,135,962	57.77%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,894,245	Regular	30,986,995	43,750,429	12,763,434	70.83%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	6,684,146	Regular	24,771,160	36,776,886	12,005,726	67.36%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
276		Sum:	\$47,427,838		\$462,148,069	\$620,094,691	\$157,946,622	74.53%
300	JEFFERSON PARISH HUMAN SR	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	1,551,167	Regular	13,765,425	19,627,477	5,862,052	70.13%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	185,364	185,364	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:	\$1,551,167		\$13,765,425	\$19,812,841	\$6,047,416	69.48%
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	1,953	Regular	9,103	38,015	28,912	23.95%
		OPERATING SERVICES	115,259	Regular	675,559	802,150	126,591	84.22%
		SUPPLIES	2,547	Regular	79,586	110,455	30,869	72.05%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OTHER CHARGES	1,649,586	Regular	16,491,408	21,767,013	5,275,605	75.76%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,779	Regular	533,025	544,403	11,378	97.91%
		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:	\$1,779,125		\$17,788,681	\$23,295,423	\$5,506,742	76.36%
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	(323)		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,063,903	Regular	24,160,171	28,766,698	4,606,527	83.99%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	24,746	Regular	885,872	887,471	1,599	99.82%
		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:	\$2,088,326		\$25,046,042	\$29,654,169	\$4,608,127	84.46%
303	DEVELOPM'L DISABILITIES CN	SALARIES	27,736	Regular	326,794	536,749	209,955	60.88%
		RELATED BENEFITS	14,334	Regular	169,342	298,697	129,355	56.69%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	25,500	25,500	0.00%
		OPERATING SERVICES	6,390	Regular	73,567	97,985	24,418	75.08%
		SUPPLIES	118	Regular	5,249	29,500	24,251	17.79%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	78,529	Regular	646,356	1,157,000	510,644	55.86%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,034	Regular	23,121	35,911	12,790	64.38%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		953	3,000	2,047	31.76%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
303		Sum:	\$130,141		\$1,245,382	\$2,184,342	\$938,960	57.01%
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	8,300,023	Regular	17,733,362	25,521,741	7,788,379	69.48%
		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:	\$8,300,023		\$17,733,362	\$25,583,148	\$7,849,786	69.32%
305	MEDICAL VENDOR ADMINISTRATION	SALARIES	3,670,045	Regular	40,022,717	52,468,209	12,445,492	76.28%
		RELATED BENEFITS	2,496,069	Regular	26,557,178	33,403,861	6,846,683	79.50%
		OTHER COMPENSATION	167,214	Regular	1,933,617	2,637,870	704,253	73.30%
		TRAVEL & TRAINING	3,438	Regular	3,670	17,521	13,851	20.95%
		OPERATING SERVICES	151,815	Regular	2,396,271	4,301,289	1,905,018	55.71%
		SUPPLIES	7,194	Regular	60,457	263,125	202,668	22.98%
		PROFESSIONAL SERVICES	20,353,242	Regular	83,578,242	164,657,096	81,078,854	50.76%
		OTHER CHARGES	2,357,090	Regular	19,341,829	74,966,010	55,624,181	25.80%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,648,058	Regular	85,207,205	176,312,573	91,105,368	48.33%
		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%
305		Sum:	\$32,854,165		\$259,101,186	\$509,027,554	\$249,926,368	50.90%
306	DHH MEDICAL VENDOR PAYMENT	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%

			10					
			Accounting					
			Period					
			April					
Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	929,209,864	Regular	10,757,970,828	15,518,260,524	4,760,289,696	69.32%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	34,553,847	Regular	224,409,741	288,897,595	64,487,854	77.68%
		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%
306		Sum:	\$963,763,711		\$10,982,380,568	\$15,807,158,119	\$4,824,777,551	69.48%
307	HEALTH & HOSP OFF OF SECR	SALARIES	2,571,310	Regular	26,240,610	30,516,988	4,276,378	85.99%
		RELATED BENEFITS	1,159,322	Regular	14,212,832	17,297,307	3,084,475	82.17%
		OTHER COMPENSATION	139,987	Regular	1,235,871	1,042,348	(193,523)	118.57%
		TRAVEL & TRAINING	428	Regular	3,465	83,300	79,835	4.16%
		OPERATING SERVICES	57,762	Regular	603,745	972,753	369,008	62.07%
		SUPPLIES	15,031	Regular	136,401	170,800	34,399	79.86%
		PROFESSIONAL SERVICES	35,189	Regular	297,904	2,288,231	1,990,327	13.02%
		OTHER CHARGES	1,127,305	Regular	22,987,599	28,817,397	5,829,798	79.77%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	106,962	Regular	16,878,512	21,452,356	4,573,844	78.68%
		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%
307		Sum:	\$5,213,297		\$82,596,940	\$102,641,480	\$20,044,540	80.47%
309	S CNTL LA HUMAN SVCS AUTH	SALARIES	0		(350)	0	350	0.00%
		RELATED BENEFITS	81	Regular	81	0	(81)	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	20,419	Regular	45,018	62,793	17,775	71.69%
		OPERATING SERVICES	127,007	Regular	802,688	1,212,368	409,680	66.21%
		SUPPLIES	21,432	Regular	206,506	567,904	361,398	36.36%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,138,355	Regular	16,138,438	20,548,428	4,409,990	78.54%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	10,510	Regular	528,198	608,284	80,086	86.83%
		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:	\$2,317,805		\$17,720,578	\$22,999,777	\$5,279,199	77.05%
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	99	Regular	99	0	(99)	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	1,036,443	Regular	10,346,515	14,757,752	4,411,237	70.11%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	11,002	Regular	372,411	411,872	39,461	90.42%
		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:	\$1,047,544		\$10,719,025	\$15,169,624	\$4,450,599	70.66%
320	OFFICE OF AGING & ADULT SR	SALARIES	1,725,194	Regular	18,800,370	22,702,302	3,901,932	82.81%
		RELATED BENEFITS	1,029,721	Regular	10,986,662	14,731,103	3,744,441	74.58%
		OTHER COMPENSATION	92,628	Regular	973,414	1,220,279	246,865	79.77%
		TRAVEL & TRAINING	5,274	Regular	39,798	200,533	160,735	19.85%
		OPERATING SERVICES	95,394	Regular	1,002,663	2,865,364	1,862,701	34.99%
		SUPPLIES	118,785	Regular	1,342,241	2,343,177	1,000,936	57.28%
		PROFESSIONAL SERVICES	39,490	Regular	424,501	861,966	437,465	49.25%
		OTHER CHARGES	512,893	Regular	5,292,023	10,772,321	5,480,298	49.13%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	188,269	Regular	2,659,901	3,216,411	556,510	82.70%
		MAJOR REPAIRS	0		0	221,000	221,000	0.00%
		CAPITAL OUTLAY	152,310	Regular	396,159	443,577	47,418	89.31%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
320		Sum:	\$3,959,957		\$41,917,733	\$59,578,033	\$17,660,300	70.36%
324	LA EMERGENCY RESPONSE NE	SALARIES	78,479	Regular	621,225	714,645	93,420	86.93%
		RELATED BENEFITS	29,011	Regular	305,992	354,196	48,204	86.39%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	1,907	Regular	11,140	33,000	21,860	33.76%
		OPERATING SERVICES	8,238	Regular	168,165	193,909	25,744	86.72%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		SUPPLIES	2,388	Regular	20,369	27,946	7,577	72.89%
		PROFESSIONAL SERVICES	86,278	Regular	230,305	337,847	107,542	68.17%
		OTHER CHARGES	2,760	Regular	1,150,603	1,166,338	15,735	98.65%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,421	Regular	126,493	146,638	20,145	86.26%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	3,036	Regular	4,183	1,148	(3,035)	364.41%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
324		Sum:	\$215,518		\$2,638,475	\$2,975,667	\$337,192	88.67%
325	ACADIANA AREA HUMAN SRVC	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	11,861	Regular	64,278	176,100	111,822	36.50%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,365,810	Regular	12,706,681	17,669,921	4,963,240	71.91%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	16,129	Regular	488,180	552,217	64,037	88.40%
		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%
325		Sum:	\$1,393,800		\$13,259,140	\$18,398,238	\$5,139,098	72.07%
326	OFFICE OF PUBLIC HEALTH	SALARIES	6,316,197	Regular	64,561,974	77,353,153	12,791,179	83.46%
		RELATED BENEFITS	3,782,330	Regular	38,883,196	49,237,043	10,353,847	78.97%
		OTHER COMPENSATION	418,964	Regular	4,256,925	7,792,731	3,535,806	54.63%
		TRAVEL & TRAINING	132,452	Regular	903,771	2,758,228	1,854,457	32.77%
		OPERATING SERVICES	718,838	Regular	9,859,029	13,852,790	3,993,761	71.17%
		SUPPLIES	735,227	Regular	8,088,035	15,025,827	6,937,792	53.83%
		PROFESSIONAL SERVICES	3,859,117	Regular	28,352,595	52,871,551	24,518,956	53.63%
		OTHER CHARGES	30,896,042	Regular	245,560,696	361,723,798	116,163,102	67.89%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	707,315	Regular	17,846,097	26,542,801	8,696,704	67.24%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	75,553	Regular	446,413	1,286,300	839,887	34.71%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
326		Sum:	\$47,642,034		\$418,758,731	\$608,444,222	\$189,685,491	68.82%
330	OFFICE OF BEHAVIORAL HEALTH	SALARIES	6,811,834	Regular	76,452,408	90,610,738	14,158,330	84.37%
		RELATED BENEFITS	3,911,988	Regular	40,733,966	55,179,815	14,445,849	73.82%
		OTHER COMPENSATION	403,660	Regular	4,672,601	3,645,862	(1,026,739)	128.16%
		TRAVEL & TRAINING	15,674	Regular	74,056	181,800	107,744	40.73%
		OPERATING SERVICES	2,605,755	Regular	16,855,333	21,678,138	4,822,805	77.75%
		SUPPLIES	1,032,026	Regular	8,575,840	9,838,877	1,263,037	87.16%
		PROFESSIONAL SERVICES	613,187	Regular	5,495,505	8,204,439	2,708,934	66.98%
		OTHER CHARGES	1,628,663	Regular	15,594,136	38,038,398	22,444,262	41.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	5,109,418	Regular	42,178,859	64,733,672	22,554,813	65.16%
		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	23,359,408	23,359,408	0.00%
330		Sum:	\$22,132,205		\$210,632,704	\$315,471,147	\$104,838,443	66.77%
340	OFF FOR CITIZENS DEV DISAB	SALARIES	5,744,074	Regular	65,628,226	78,193,415	12,565,189	83.93%
		RELATED BENEFITS	2,733,072	Regular	35,358,281	48,360,860	13,002,579	73.11%
		OTHER COMPENSATION	323,947	Regular	1,505,828	1,496,633	(9,195)	100.61%
		TRAVEL & TRAINING	16,098	Regular	31,141	194,916	163,775	15.98%
		OPERATING SERVICES	428,925	Regular	4,284,586	6,878,677	2,594,091	62.29%
		SUPPLIES	584,728	Regular	5,704,332	7,434,152	1,729,820	76.73%
		PROFESSIONAL SERVICES	60,915	Regular	2,756,476	6,717,037	3,960,561	41.04%
		OTHER CHARGES	1,170,526	Regular	12,441,512	23,716,227	11,274,715	52.46%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	209,030	Regular	12,540,452	15,527,920	2,987,468	80.76%
		MAJOR REPAIRS	0		46,500	46,500	0	100.00%
		CAPITAL OUTLAY	35,561	Regular	149,969	754,176	604,207	19.89%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
340		Sum:	\$11,306,873		\$140,447,301	\$189,320,513	\$48,873,212	74.18%
360	OFFICE FOR CHILDREN/FAMILI	SALARIES	13,318,422	Regular	143,940,286	166,148,495	22,208,209	86.63%
		RELATED BENEFITS	6,880,001	Regular	92,507,782	114,818,626	22,310,844	80.57%
		OTHER COMPENSATION	935,394	Regular	10,857,521	9,750,585	(1,106,936)	111.35%
		TRAVEL & TRAINING	58,469	Regular	357,893	2,177,938	1,820,045	16.43%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OPERATING SERVICES	1,562,678	Regular	15,156,442	22,881,854	7,725,412	66.24%
		SUPPLIES	103,648	Regular	823,599	2,185,197	1,361,598	37.69%
		PROFESSIONAL SERVICES	604,184	Regular	6,138,161	11,978,300	5,840,139	51.24%
		OTHER CHARGES	13,673,854	Regular	132,084,507	238,962,731	106,878,224	55.27%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	15,829,849	Regular	119,979,364	196,458,990	76,479,626	61.07%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	211,402	211,402	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
360		Sum:	\$52,966,498		\$521,845,556	\$765,574,118	\$243,728,562	68.16%
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	891,307	Regular	8,100,838	11,862,649	3,761,811	68.29%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,954	Regular	280,456	303,437	22,981	92.43%
		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%
375		Sum:	\$901,261		\$8,381,337	\$12,166,086	\$3,784,749	68.89%
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	1,238,403	Regular	9,955,068	15,240,537	5,285,469	65.32%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	702	Regular	217,768	217,927	159	99.93%
		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:	\$1,239,104		\$10,172,836	\$15,458,464	\$5,285,628	65.81%
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	1,174,762	Regular	11,052,259	14,976,625	3,924,366	73.80%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,769	Regular	299,854	339,956	40,102	88.20%
		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:	\$1,184,532		\$11,352,113	\$15,316,581	\$3,964,468	74.12%
400	CORRECTIONS-ADMINISTRATI	SALARIES	1,127,537	Regular	12,043,433	14,247,022	2,203,589	84.53%
		RELATED BENEFITS	2,700,844	Regular	26,486,625	30,612,106	4,125,481	86.52%
		OTHER COMPENSATION	193,148	Regular	2,048,260	1,197,920	(850,340)	170.98%
		TRAVEL & TRAINING	4,171	Regular	16,081	226,937	210,856	7.09%
		OPERATING SERVICES	64,398	Regular	574,282	1,657,686	1,083,404	34.64%
		SUPPLIES	51,893	Regular	279,865	784,695	504,830	35.67%
		PROFESSIONAL SERVICES	96,505	Regular	777,091	1,518,434	741,343	51.18%
		OTHER CHARGES	3,169,162	Regular	24,103,873	34,273,281	10,169,408	70.33%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	440,753	Regular	8,444,685	10,788,319	2,343,634	78.28%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	7,072,973	7,072,973	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
400		Sum:	\$7,848,413		\$74,774,195	\$102,379,373	\$27,605,178	73.04%
402	LA STATE PENITENTIARY	SALARIES	5,109,885	Regular	57,474,334	67,921,949	10,447,615	84.62%
		RELATED BENEFITS	2,454,419	Regular	26,864,170	32,907,077	6,042,907	81.64%
		OTHER COMPENSATION	165,674	Regular	1,249,102	200,695	(1,048,407)	622.39%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		TRAVEL & TRAINING	1,950	Regular	13,242	12,657	(585)	104.62%
		OPERATING SERVICES	541,543	Regular	4,673,490	5,681,343	1,007,854	82.26%
		SUPPLIES	1,560,386	Regular	15,627,077	21,080,599	5,453,522	74.13%
		PROFESSIONAL SERVICES	158,825	Regular	1,708,183	2,747,199	1,039,016	62.18%
		OTHER CHARGES	(1,840)		(23,258)	0	23,258	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	63,029	Regular	11,373,229	11,697,286	324,058	97.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		76,146	170,100	93,955	44.77%
		AUXILIARY PROGRAM	502,497	Regular	4,066,551	10,140,871	6,074,320	40.10%
		UNALLOTTED	0		0	0	0	0.00%
402		Sum:	\$10,556,366		\$123,102,263	\$152,559,776	\$29,457,513	80.69%
403	OFFICE OF JUVENILE JUSTICE	SALARIES	3,066,728	Regular	33,504,459	44,674,508	11,170,049	75.00%
		RELATED BENEFITS	1,418,232	Regular	19,028,022	27,954,636	8,926,614	68.07%
		OTHER COMPENSATION	56,838	Regular	546,739	1,067,518	520,779	51.22%
		TRAVEL & TRAINING	2,743	Regular	11,956	154,823	142,867	7.72%
		OPERATING SERVICES	254,642	Regular	2,419,214	3,358,378	939,164	72.04%
		SUPPLIES	271,530	Regular	1,581,927	2,707,739	1,125,812	58.42%
		PROFESSIONAL SERVICES	(8,926)		120,875	384,262	263,387	31.46%
		OTHER CHARGES	3,345,965	Regular	30,200,346	49,001,632	18,801,286	61.63%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,075,664	Regular	16,501,569	17,889,152	1,387,583	92.24%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	16	Regular	685,015	703,213	18,198	97.41%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
403		Sum:	\$9,483,430		\$104,600,122	\$147,895,861	\$43,295,739	70.73%
405	RAYMOND LABORDE CORREC	SALARIES	1,383,216	Regular	14,596,021	16,528,004	1,931,983	88.31%
		RELATED BENEFITS	669,352	Regular	7,382,161	8,813,604	1,431,443	83.76%
		OTHER COMPENSATION	(87,002)		35,019	38,391	3,372	91.22%
		TRAVEL & TRAINING	1,930	Regular	2,938	14,004	11,066	20.98%
		OPERATING SERVICES	93,299	Regular	978,380	1,551,773	573,393	63.05%
		SUPPLIES	238,851	Regular	2,264,521	2,895,505	630,984	78.21%
		PROFESSIONAL SERVICES	28,928	Regular	263,945	435,565	171,620	60.60%
		OTHER CHARGES	(417)		(4,202)	0	4,202	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	20,396	Regular	1,084,584	1,542,405	457,821	70.32%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	182,198	Regular	1,329,837	1,646,725	316,888	80.76%
		UNALLOTTED	0		0	0	0	0.00%
405		Sum:	\$2,530,751		\$27,933,203	\$33,465,976	\$5,532,773	83.47%
406	LA CORRECTIONAL INST WOM	SALARIES	1,125,302	Regular	12,518,411	13,832,830	1,314,419	90.50%
		RELATED BENEFITS	524,976	Regular	5,826,945	7,056,594	1,229,649	82.57%
		OTHER COMPENSATION	39,779	Regular	462,281	144,445	(317,836)	320.04%
		TRAVEL & TRAINING	228	Regular	1,794	6,128	4,334	29.28%
		OPERATING SERVICES	23,081	Regular	568,409	553,120	(15,289)	102.76%
		SUPPLIES	126,728	Regular	917,396	1,442,086	524,690	63.62%
		PROFESSIONAL SERVICES	4,573	Regular	78,240	131,579	53,339	59.46%
		OTHER CHARGES	(19)		(1,016)	0	1,016	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	29,197	Regular	1,517,936	1,826,890	308,954	83.09%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	43,568	Regular	248,705	1,228,887	980,182	20.24%
		UNALLOTTED	0		0	0	0	0.00%
406		Sum:	\$1,917,413		\$22,139,100	\$26,222,559	\$4,083,459	84.43%
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	16,678	Regular	161,068	288,970	127,902	55.74%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	295,451	295,451	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%
407		Sum:	\$16,678		\$161,068	\$584,421	\$423,353	27.56%
408	ALLEN CORRECTIONAL CENTE	SALARIES	654,891	Regular	6,554,267	6,787,961	233,694	96.56%
		RELATED BENEFITS	287,567	Regular	3,011,916	3,423,822	411,906	87.97%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OTHER COMPENSATION	(39,816)		111,158	70,000	(41,158)	158.80%
		TRAVEL & TRAINING	0		6,212	18,854	12,642	32.95%
		OPERATING SERVICES	67,768	Regular	780,481	1,110,486	330,005	70.28%
		SUPPLIES	154,896	Regular	1,567,848	1,864,225	296,377	84.10%
		PROFESSIONAL SERVICES	23,176	Regular	142,754	304,000	161,246	46.96%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	11,862	Regular	615,498	935,098	319,600	65.82%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	74,571	Regular	607,980	819,024	211,044	74.23%
		UNALLOTTED	0		0	0	0	0.00%
408		Sum:	\$1,234,915		\$13,398,113	\$15,333,470	\$1,935,357	87.38%
409	DIXON CORRECTIONAL INSTITUTION	SALARIES	2,285,562	Regular	21,246,349	22,868,907	1,622,558	92.90%
		RELATED BENEFITS	925,856	Regular	10,163,461	12,430,271	2,266,810	81.76%
		OTHER COMPENSATION	(353,890)		276,841	115,225	(161,616)	240.26%
		TRAVEL & TRAINING	149	Regular	235	1,777	1,542	13.22%
		OPERATING SERVICES	139,530	Regular	1,158,804	1,416,735	257,931	81.79%
		SUPPLIES	245,183	Regular	2,927,194	3,808,007	880,813	76.87%
		PROFESSIONAL SERVICES	198,025	Regular	1,982,603	3,032,000	1,049,397	65.39%
		OTHER CHARGES	849	Regular	(3,228)	0	3,228	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	55,352	Regular	2,096,012	2,591,160	495,148	80.89%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	136,474	136,474	0.00%
		AUXILIARY PROGRAM	176,637	Regular	1,133,158	1,587,191	454,033	71.39%
		UNALLOTTED	0		0	0	0	0.00%
409		Sum:	\$3,673,252		\$40,981,428	\$47,987,747	\$7,006,319	85.40%
413	ELAYN HUNT CORRECTIONAL INSTITUTION	SALARIES	2,436,714	Regular	26,249,957	32,520,314	6,270,357	80.72%
		RELATED BENEFITS	995,776	Regular	11,114,220	15,172,128	4,057,909	73.25%
		OTHER COMPENSATION	(141,490)		107,009	411,834	304,825	25.98%
		TRAVEL & TRAINING	997	Regular	1,761	3,772	2,011	46.69%
		OPERATING SERVICES	329,017	Regular	2,101,081	2,464,566	363,485	85.25%
		SUPPLIES	516,274	Regular	7,548,744	8,916,153	1,367,409	84.66%
		PROFESSIONAL SERVICES	15,731	Regular	117,276	190,761	73,485	61.48%
		OTHER CHARGES	1,442	Regular	(2,758)	0	2,758	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	10,286	Regular	4,290,042	4,800,759	510,717	89.36%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	286,077	Regular	1,364,763	1,612,484	247,721	84.64%
		UNALLOTTED	0		0	0	0	0.00%
413		Sum:	\$4,450,825		\$52,892,094	\$66,092,771	\$13,200,677	80.03%
414	DAVID WADE CORRECTIONAL INSTITUTION	SALARIES	1,429,070	Regular	14,983,201	15,528,217	545,016	96.49%
		RELATED BENEFITS	588,634	Regular	6,513,544	7,913,931	1,400,387	82.30%
		OTHER COMPENSATION	19,942	Regular	315,263	69,719	(245,544)	452.19%
		TRAVEL & TRAINING	0		2,527	4,018	1,491	62.89%
		OPERATING SERVICES	73,103	Regular	792,301	990,292	197,991	80.01%
		SUPPLIES	170,869	Regular	2,112,479	2,369,247	256,768	89.16%
		PROFESSIONAL SERVICES	20,241	Regular	198,622	243,238	44,616	81.66%
		OTHER CHARGES	(240)		(5,720)	0	5,720	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	5,927	Regular	1,524,906	1,611,477	86,571	94.63%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	30,230	Regular	685,354	1,357,852	672,498	50.47%
		UNALLOTTED	0		0	0	0	0.00%
414		Sum:	\$2,337,776		\$27,122,476	\$30,087,991	\$2,965,515	90.14%
415	ADULT PROBATION AND PAROLE	SALARIES	3,995,332	Regular	40,302,316	42,801,496	2,499,180	94.16%
		RELATED BENEFITS	1,814,015	Regular	19,692,827	23,405,179	3,712,352	84.14%
		OTHER COMPENSATION	(431,071)		357,775	85,918	(271,857)	416.41%
		TRAVEL & TRAINING	33,234	Regular	133,714	197,110	63,396	67.84%
		OPERATING SERVICES	301,857	Regular	3,021,775	4,053,436	1,031,661	74.55%
		SUPPLIES	173,352	Regular	2,354,205	2,515,113	160,908	93.60%
		PROFESSIONAL SERVICES	93,970	Regular	844,673	1,292,526	447,853	65.35%
		OTHER CHARGES	4,431	Regular	49,690	300,000	250,310	16.56%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	40,607	Regular	3,287,759	3,703,477	415,718	88.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		2,580	0	(2,580)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
415		Sum:	\$6,025,727		\$70,047,315	\$78,354,255	\$8,306,940	89.40%
416	RAYBURN CORRECTIONAL CENTER	SALARIES	1,092,819	Regular	13,028,897	14,460,619	1,431,722	90.10%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		RELATED BENEFITS	566,810	Regular	6,273,798	7,677,780	1,403,982	81.71%
		OTHER COMPENSATION	30,528	Regular	171,423	32,297	(139,126)	530.77%
		TRAVEL & TRAINING	248	Regular	1,229	13,124	11,895	9.37%
		OPERATING SERVICES	39,570	Regular	738,746	1,110,249	371,503	66.54%
		SUPPLIES	189,862	Regular	2,003,920	2,373,058	369,138	84.44%
		PROFESSIONAL SERVICES	4,088	Regular	56,617	101,970	45,353	55.52%
		OTHER CHARGES	(114)		(1,989)	0	1,989	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	20,223	Regular	1,420,035	1,553,408	133,373	91.41%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		60,930	60,930	0	100.00%
		AUXILIARY PROGRAM	113,597	Regular	749,629	1,293,981	544,352	57.93%
		UNALLOTTED	0		0	0	0	0.00%
416		Sum:	\$2,057,631		\$24,503,236	\$28,677,416	\$4,174,180	85.44%
418	PUB SAFETY OFF OF MGMT &	SALARIES	519,501	Regular	5,461,675	7,477,260	2,015,585	73.04%
		RELATED BENEFITS	265,041	Regular	3,627,772	5,050,280	1,422,508	71.83%
		OTHER COMPENSATION	32,698	Regular	391,036	730,074	339,038	53.56%
		TRAVEL & TRAINING	1,895	Regular	7,774	74,534	66,760	10.43%
		OPERATING SERVICES	266,896	Regular	1,578,765	2,790,270	1,211,505	56.58%
		SUPPLIES	8,659	Regular	289,326	473,958	184,632	61.04%
		PROFESSIONAL SERVICES	0		131,591	172,100	40,510	76.46%
		OTHER CHARGES	270,042	Regular	2,048,171	3,176,413	1,128,242	64.48%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	344,248	Regular	7,113,278	11,433,473	4,320,195	62.21%
		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%
418		Sum:	\$1,708,979		\$20,649,387	\$31,378,362	\$10,728,975	65.81%
419	OFFICE OF STATE POLICE	SALARIES	9,993,741	Regular	125,285,602	165,034,603	39,749,001	75.91%
		RELATED BENEFITS	5,907,792	Regular	72,372,389	75,261,655	2,889,266	96.16%
		OTHER COMPENSATION	579,085	Regular	5,955,888	5,813,520	(142,368)	102.45%
		TRAVEL & TRAINING	20,626	Regular	238,135	1,254,536	1,016,401	18.98%
		OPERATING SERVICES	632,212	Regular	6,242,299	8,315,092	2,072,793	75.07%
		SUPPLIES	761,155	Regular	7,461,896	12,360,916	4,899,020	60.37%
		PROFESSIONAL SERVICES	16,438	Regular	260,916	629,758	368,842	41.43%
		OTHER CHARGES	4,284,177	Regular	20,764,368	41,863,302	21,098,934	49.60%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,650,184	Regular	23,673,386	39,756,582	16,083,196	59.55%
		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%
419		Sum:	\$23,845,409		\$262,254,879	\$350,289,964	\$88,035,085	74.87%
420	OFFICE OF MOTOR VEHICLES	SALARIES	1,803,180	Regular	18,821,957	28,264,047	9,442,090	66.59%
		RELATED BENEFITS	923,900	Regular	12,241,412	19,078,064	6,836,652	64.16%
		OTHER COMPENSATION	28,543	Regular	360,406	851,030	490,624	42.35%
		TRAVEL & TRAINING	7	Regular	8,470	82,136	73,666	10.31%
		OPERATING SERVICES	516,214	Regular	3,318,575	5,033,716	1,715,141	65.93%
		SUPPLIES	286,990	Regular	1,512,122	2,853,143	1,341,021	53.00%
		PROFESSIONAL SERVICES	71	Regular	1,782	142,286	140,504	1.25%
		OTHER CHARGES	323,316	Regular	818,233	5,884,601	5,066,368	13.90%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,389,870	Regular	11,596,567	14,872,874	3,276,307	77.97%
		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:	\$5,272,090		\$48,679,523	\$77,061,897	\$28,382,374	63.17%
422	OFFICE OF STATE FIRE MARSHAL	SALARIES	855,950	Regular	10,158,450	11,937,591	1,779,141	85.10%
		RELATED BENEFITS	436,669	Regular	5,146,917	6,558,405	1,411,488	78.48%
		OTHER COMPENSATION	42,557	Regular	490,044	312,576	(177,468)	156.78%
		TRAVEL & TRAINING	14,397	Regular	65,049	197,000	131,951	33.02%
		OPERATING SERVICES	70,300	Regular	765,670	1,151,202	385,532	66.51%
		SUPPLIES	57,037	Regular	286,958	432,417	145,459	66.36%
		PROFESSIONAL SERVICES	(365)		4,996	7,219	2,223	69.20%
		OTHER CHARGES	70,137	Regular	2,442,373	5,519,836	3,077,463	44.25%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,685	Regular	3,387,977	3,410,186	22,209	99.35%
		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:	\$1,556,367		\$22,748,434	\$29,526,432	\$6,777,998	77.04%

			10					
			Accounting					
			Period					
			April					
Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
423	LOUISIANA GAMING CONTROL	SALARIES	12,721	Regular	136,536	224,203	87,667	60.90%
		RELATED BENEFITS	7,203	Regular	93,587	146,765	53,178	63.77%
		OTHER COMPENSATION	22,807	Regular	256,561	281,484	24,923	91.15%
		TRAVEL & TRAINING	331	Regular	8,865	29,389	20,524	30.16%
		OPERATING SERVICES	952	Regular	31,945	44,692	12,747	71.48%
		SUPPLIES	54	Regular	3,776	31,389	27,613	12.03%
		PROFESSIONAL SERVICES	3,694	Regular	27,916	66,717	38,801	41.84%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	937	Regular	63,714	103,990	40,276	61.27%
		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:	\$48,698		\$622,900	\$928,629	\$305,729	67.08%
424	LIQUEFIED PETROLEUM GAS C	SALARIES	53,222	Regular	584,180	717,008	132,828	81.47%
		RELATED BENEFITS	29,173	Regular	323,954	373,726	49,772	86.68%
		OTHER COMPENSATION	0		1,000	81,339	80,339	1.23%
		TRAVEL & TRAINING	0		541	35,000	34,459	1.55%
		OPERATING SERVICES	2,184	Regular	14,072	24,556	10,485	57.30%
		SUPPLIES	978	Regular	5,437	6,300	863	86.30%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		4,657	73,412	68,755	6.34%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,033	Regular	212,463	230,838	18,375	92.04%
		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:	\$86,592		\$1,146,303	\$1,542,179	\$395,876	74.33%
425	LA. HIGHWAY SAFETY COMMI	SALARIES	72,462	Regular	795,359	1,008,063	212,704	78.90%
		RELATED BENEFITS	40,577	Regular	486,772	603,445	116,673	80.67%
		OTHER COMPENSATION	1,705	Regular	21,465	40,000	18,535	53.66%
		TRAVEL & TRAINING	200	Regular	635	104,361	103,726	0.61%
		OPERATING SERVICES	1,825	Regular	18,197	49,359	31,162	36.87%
		SUPPLIES	343	Regular	2,300	69,468	67,168	3.31%
		PROFESSIONAL SERVICES	144,001	Regular	1,241,587	4,177,050	2,935,463	29.72%
		OTHER CHARGES	424,046	Regular	4,453,762	15,901,974	11,448,212	28.01%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	254,194	Regular	322,206	1,707,213	1,385,007	18.87%
		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:	\$939,352		\$7,342,282	\$23,660,933	\$16,318,651	31.03%
431	NATURAL RESRCS - OFF OF SE	SALARIES	189,074	Regular	2,096,559	2,813,807	717,248	74.51%
		RELATED BENEFITS	149,539	Regular	1,615,368	2,155,910	540,542	74.93%
		OTHER COMPENSATION	1,432	Regular	21,878	29,640	7,762	73.81%
		TRAVEL & TRAINING	0		1,753	50,882	49,129	3.45%
		OPERATING SERVICES	174,811	Regular	7,611,433	10,962,349	3,350,916	69.43%
		SUPPLIES	1,750	Regular	10,196	84,509	74,313	12.07%
		PROFESSIONAL SERVICES	2,644	Regular	38,714	106,977	68,263	36.19%
		OTHER CHARGES	117,608	Regular	579,635	1,503,363	923,728	38.56%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	52,993	Regular	1,282,919	3,231,291	1,948,373	39.70%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	50,000	50,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
431		Sum:	\$689,850		\$13,258,454	\$20,988,728	\$7,730,274	63.17%
432	OFFICE OF CONSERVATION	SALARIES	786,959	Regular	8,777,146	10,787,228	2,010,082	81.37%
		RELATED BENEFITS	479,096	Regular	5,059,480	6,657,598	1,598,118	76.00%
		OTHER COMPENSATION	7,206	Regular	76,538	150,751	74,213	50.77%
		TRAVEL & TRAINING	2,897	Regular	13,671	184,535	170,864	7.41%
		OPERATING SERVICES	15,274	Regular	190,182	539,140	348,958	35.28%
		SUPPLIES	23,050	Regular	106,688	347,819	241,131	30.67%
		PROFESSIONAL SERVICES	11,294	Regular	51,581	152,243	100,662	33.88%
		OTHER CHARGES	0		0	249,035	249,035	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	62,826	Regular	2,998,473	4,707,566	1,709,093	63.69%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		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:	\$1,388,599		\$17,299,448	\$23,841,043	\$6,541,595	72.56%

Agy Agency Name		Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
434	OFFICE OF MINERAL RESOURC	SALARIES	250,541	Regular	2,782,518	3,871,480	1,088,962	71.87%
		RELATED BENEFITS	168,433	Regular	1,864,199	2,669,050	804,851	69.85%
		OTHER COMPENSATION	1,399	Regular	14,373	51,939	37,566	27.67%
		TRAVEL & TRAINING	0		2,898	100,193	97,295	2.89%
		OPERATING SERVICES	11,841	Regular	141,698	227,095	85,397	62.40%
		SUPPLIES	545	Regular	6,489	17,119	10,630	37.90%
		PROFESSIONAL SERVICES	0		75,363	191,559	116,196	39.34%
		OTHER CHARGES	0		0	23,000	23,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	30,363	Regular	1,891,424	2,044,534	153,110	92.51%
		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:	\$463,122		\$6,778,962	\$9,213,019	\$2,434,057	73.58%
435	OFFICE OF COASTAL MANAGE	SALARIES	234,107	Regular	2,573,056	3,228,451	655,395	79.70%
		RELATED BENEFITS	130,312	Regular	1,406,860	1,834,822	427,962	76.68%
		OTHER COMPENSATION	1,154	Regular	10,291	32,614	22,323	31.56%
		TRAVEL & TRAINING	0		78	40,000	39,922	0.19%
		OPERATING SERVICES	3,300	Regular	31,723	86,399	54,676	36.72%
		SUPPLIES	1,014	Regular	11,444	74,291	62,847	15.40%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	83,721	Regular	235,635	502,165	266,530	46.92%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	13,809	Regular	424,117	5,817,625	5,393,508	7.29%
		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%
435		Sum:	\$467,416		\$4,693,204	\$11,616,367	\$6,923,163	40.40%
440	OFFICE OF REVENUE	SALARIES	2,737,849	Regular	31,665,875	39,889,978	8,224,103	79.38%
		RELATED BENEFITS	1,907,670	Regular	19,905,471	26,874,750	6,969,279	74.07%
		OTHER COMPENSATION	115,473	Regular	1,204,831	1,718,388	513,557	70.11%
		TRAVEL & TRAINING	7,734	Regular	63,623	1,007,068	943,445	6.32%
		OPERATING SERVICES	140,880	Regular	2,029,913	6,066,415	4,036,502	33.46%
		SUPPLIES	14,967	Regular	144,723	387,211	242,488	37.38%
		PROFESSIONAL SERVICES	34,753	Regular	524,109	1,620,949	1,096,840	32.33%
		OTHER CHARGES	52,466	Regular	523,218	992,843	469,625	52.70%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,508,430	Regular	24,857,745	36,411,871	11,554,126	68.27%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	258,937	Regular	561,657	779,113	217,456	72.09%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
440		Sum:	\$7,779,159		\$81,481,164	\$115,748,586	\$34,267,422	70.39%
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	12,810,364	Regular	117,397,263	134,341,351	16,944,088	87.39%
		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:	\$12,810,364		\$117,397,263	\$134,353,837	\$16,956,574	87.38%
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	124,629	Regular	1,118,482	1,515,114	396,632	73.82%
		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%

Agy Agency Name		Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
452		Sum:	\$124,629		\$1,118,482	\$1,516,760	\$398,278	73.74%
474	WORKFORCE SUPPORT & TRA	SALARIES	3,198,861	Regular	35,215,529	48,242,732	13,027,203	73.00%
		RELATED BENEFITS	1,653,334	Regular	24,102,665	34,384,689	10,282,024	70.10%
		OTHER COMPENSATION	201,943	Regular	2,127,866	2,791,339	663,473	76.23%
		TRAVEL & TRAINING	8,478	Regular	97,691	940,165	842,474	10.39%
		OPERATING SERVICES	483,759	Regular	8,825,626	14,224,713	5,399,087	62.04%
		SUPPLIES	24,632	Regular	275,993	881,734	605,741	31.30%
		PROFESSIONAL SERVICES	172,278	Regular	2,755,836	4,265,410	1,509,574	64.61%
		OTHER CHARGES	16,126,555	Regular	153,424,117	202,093,047	48,668,930	75.92%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	657,153	Regular	13,694,212	28,298,239	14,604,027	48.39%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		423	0	(423)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
474		Sum:	\$22,526,992		\$240,519,958	\$336,122,068	\$95,602,110	71.56%
511	WILDLIFE & FISHERIES MGMT	SALARIES	193,645	Regular	2,116,529	2,636,454	519,925	80.28%
		RELATED BENEFITS	196,063	Regular	1,537,526	2,084,185	546,659	73.77%
		OTHER COMPENSATION	5,201	Regular	51,743	38,376	(13,367)	134.83%
		TRAVEL & TRAINING	0		0	6,655	6,655	0.00%
		OPERATING SERVICES	106,501	Regular	1,159,980	1,487,426	327,446	77.99%
		SUPPLIES	4,427	Regular	29,728	96,147	66,419	30.92%
		PROFESSIONAL SERVICES	23,048	Regular	23,479	68,767	45,288	34.14%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	565,725	Regular	3,978,261	4,815,602	837,341	82.61%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	1,083	Regular	1,883	5,400	3,517	34.87%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
511		Sum:	\$1,095,694		\$8,899,129	\$11,239,012	\$2,339,883	79.18%
512	WILDLIFE& FISHERIES OFF OF	SALARIES	1,384,502	Regular	16,573,211	19,417,270	2,844,059	85.35%
		RELATED BENEFITS	1,180,952	Regular	10,787,269	14,109,229	3,321,960	76.46%
		OTHER COMPENSATION	12,652	Regular	115,717	171,418	55,701	67.51%
		TRAVEL & TRAINING	3,050	Regular	19,607	183,003	163,396	10.71%
		OPERATING SERVICES	82,061	Regular	845,193	1,100,779	255,586	76.78%
		SUPPLIES	104,444	Regular	878,392	1,441,931	563,539	60.92%
		PROFESSIONAL SERVICES	72	Regular	486	68,328	67,842	0.71%
		OTHER CHARGES	0		0	226,465	226,465	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	39,952	Regular	1,507,345	2,293,586	786,241	65.72%
		MAJOR REPAIRS	3,527	Regular	31,603	133,812	102,209	23.62%
		CAPITAL OUTLAY	241,269	Regular	573,124	1,397,003	823,879	41.03%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
512		Sum:	\$3,052,483		\$31,331,947	\$40,542,824	\$9,210,877	77.28%
513	OFFICE OF WILDLIFE	SALARIES	920,158	Regular	10,257,338	13,117,765	2,860,427	78.19%
		RELATED BENEFITS	766,779	Regular	6,930,459	9,486,315	2,555,856	73.06%
		OTHER COMPENSATION	61,347	Regular	749,433	1,190,249	440,816	62.96%
		TRAVEL & TRAINING	6,903	Regular	34,062	178,804	144,742	19.05%
		OPERATING SERVICES	132,412	Regular	1,282,718	2,416,763	1,134,045	53.08%
		SUPPLIES	156,541	Regular	1,110,203	3,095,807	1,985,604	35.86%
		PROFESSIONAL SERVICES	60,197	Regular	608,146	2,073,959	1,465,813	29.32%
		OTHER CHARGES	456,747	Regular	4,004,115	10,007,024	6,002,909	40.01%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	31,127	Regular	2,571,934	3,001,310	429,376	85.69%
		MAJOR REPAIRS	194,908	Regular	1,951,583	8,287,423	6,335,840	23.55%
		CAPITAL OUTLAY	180,902	Regular	690,180	5,072,100	4,381,921	13.61%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
513		Sum:	\$2,968,020		\$30,190,169	\$57,927,519	\$27,737,350	52.12%
514	OFFICE OF FISHERIES	SALARIES	954,008	Regular	10,604,371	13,687,953	3,083,582	77.47%
		RELATED BENEFITS	796,848	Regular	6,988,439	10,009,223	3,020,784	69.82%
		OTHER COMPENSATION	20,182	Regular	244,496	1,093,958	849,462	22.35%
		TRAVEL & TRAINING	228	Regular	3,712	134,912	131,200	2.75%
		OPERATING SERVICES	61,353	Regular	2,029,292	6,460,735	4,431,443	31.41%
		SUPPLIES	(543,686)		1,527,128	4,631,361	3,104,233	32.97%
		PROFESSIONAL SERVICES	130,998	Regular	1,610,588	2,417,943	807,355	66.61%
		OTHER CHARGES	226,690	Regular	1,491,897	10,313,229	8,821,332	14.47%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	24,678	Regular	971,035	1,369,853	398,818	70.89%
		MAJOR REPAIRS	23,316	Regular	456,575	1,063,475	606,900	42.93%
		CAPITAL OUTLAY	102,933	Regular	481,742	1,619,451	1,137,709	29.75%
		AUXILIARY PROGRAM	0		0	0	0	0.00%

Agy Agency Name		Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		UNALLOTTED	0		0	0	0	0.00%
514		Sum:	\$1,797,549		\$26,409,275	\$52,802,093	\$26,392,818	50.02%
560	STATE CIVIL SERVICE	SALARIES	565,668	Regular	5,986,620	7,359,503	1,372,883	81.35%
		RELATED BENEFITS	345,109	Regular	3,371,334	4,388,714	1,017,380	76.82%
		OTHER COMPENSATION	3,254	Regular	30,769	93,509	62,740	32.90%
		TRAVEL & TRAINING	1,513	Regular	13,364	40,737	27,373	32.80%
		OPERATING SERVICES	8,750	Regular	323,344	469,458	146,114	68.88%
		SUPPLIES	252	Regular	7,461	18,990	11,529	39.29%
		PROFESSIONAL SERVICES	0		5,975	30,000	24,025	19.92%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	48,044	Regular	662,429	883,052	220,623	75.02%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	27	Regular	20,081	63,774	43,693	31.49%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
560		Sum:	\$972,615		\$10,421,376	\$13,347,737	\$2,926,361	78.08%
561	MUNIC FIRE POLICE CIVIL SER	SALARIES	103,576	Regular	1,092,679	1,354,204	261,525	80.69%
		RELATED BENEFITS	55,459	Regular	615,673	802,599	186,926	76.71%
		OTHER COMPENSATION	0		597	0	(597)	0.00%
		TRAVEL & TRAINING	1,023	Regular	5,290	20,183	14,893	26.21%
		OPERATING SERVICES	1,859	Regular	112,709	203,299	90,590	55.44%
		SUPPLIES	1,442	Regular	8,219	22,534	14,315	36.47%
		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	544	Regular	46,272	110,985	64,713	41.69%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	160	Regular	1,474	2,325	851	63.41%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
561		Sum:	\$164,063		\$1,882,913	\$2,531,129	\$648,216	74.39%
562	ETHICS ADMINISTRATION	SALARIES	182,717	Regular	1,985,132	2,313,745	328,613	85.80%
		RELATED BENEFITS	95,460	Regular	1,078,371	1,327,627	249,256	81.23%
		OTHER COMPENSATION	2,560	Regular	28,194	52,278	24,084	53.93%
		TRAVEL & TRAINING	2,581	Regular	18,482	34,778	16,296	53.14%
		OPERATING SERVICES	46,244	Regular	142,859	229,851	86,992	62.15%
		SUPPLIES	1,169	Regular	8,756	19,286	10,530	45.40%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	199	Regular	1,792	21,000	19,208	8.53%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	380,898	Regular	612,485	690,411	77,926	88.71%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	10,500	10,500	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
562		Sum:	\$711,829		\$3,876,072	\$4,699,476	\$823,404	82.48%
563	STATE POLICE COMMISSION	SALARIES	18,120	Regular	198,895	235,562	36,667	84.43%
		RELATED BENEFITS	6,919	Regular	76,489	101,902	25,413	75.06%
		OTHER COMPENSATION	900	Regular	3,225	6,300	3,075	51.19%
		TRAVEL & TRAINING	278	Regular	2,151	9,000	6,849	23.90%
		OPERATING SERVICES	453	Regular	9,163	12,900	3,737	71.03%
		SUPPLIES	486	Regular	4,220	7,000	2,780	60.28%
		PROFESSIONAL SERVICES	8,978	Regular	91,787	149,075	57,288	61.57%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,123	Regular	88,671	156,809	68,138	56.55%
		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%
563		Sum:	\$38,256		\$474,601	\$678,548	\$203,947	69.94%
565	BOARD OF TAX APPEALS	SALARIES	50,253	Regular	541,564	623,257	81,693	86.89%
		RELATED BENEFITS	28,425	Regular	293,791	396,910	103,119	74.02%
		OTHER COMPENSATION	21,115	Regular	134,385	174,514	40,129	77.01%
		TRAVEL & TRAINING	2,198	Regular	17,888	41,864	23,976	42.73%
		OPERATING SERVICES	1,700	Regular	13,857	50,971	37,114	27.19%
		SUPPLIES	5,935	Regular	9,049	16,877	7,828	53.62%
		PROFESSIONAL SERVICES	0		32,141	75,000	42,859	42.85%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	14,647	Regular	156,608	193,811	37,203	80.80%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%

Agy Agency Name Expenditure Category			10 Accounting Period April	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%
565		Sum:	\$124,274		\$1,199,282	\$1,573,204	\$373,922	76.23%
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	1,003,213,816	1,003,213,816	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	\$1,003,213,816	\$1,003,213,816	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%
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	181,131	Regular	1,911,317	2,011,000	99,683	95.04%
		RELATED BENEFITS	68,726	Regular	695,224	785,100	89,876	88.55%
		OTHER COMPENSATION	1,146	Regular	3,246	500	(2,746)	649.20%
		TRAVEL & TRAINING	0		8,676	55,000	46,324	15.77%
		OPERATING SERVICES	1,460	Regular	113,425	228,000	114,575	49.75%
		SUPPLIES	825	Regular	4,220	15,500	11,280	27.22%
		PROFESSIONAL SERVICES	66,407	Regular	92,773	315,867	223,094	29.37%
		OTHER CHARGES	0		0	854,655,069	854,655,069	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	12,830	Regular	351,242	380,000	28,758	92.43%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	251	Regular	11,035	25,000	13,965	44.14%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
620		Sum:	\$332,776		\$3,191,157	\$858,471,036	\$855,279,879	0.37%
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	292,564,677	292,564,677	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%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		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	\$292,564,677	\$292,564,677	0.00%
653	LA SCH FOR DEAF & VISUALLY	SALARIES	941,267	Regular	9,564,806	13,174,207	3,609,401	72.60%
		RELATED BENEFITS	684,925	Regular	5,334,004	7,543,601	2,209,597	70.71%
		OTHER COMPENSATION	35,195	Regular	370,559	462,631	92,072	80.10%
		TRAVEL & TRAINING	4,254	Regular	41,405	165,592	124,187	25.00%
		OPERATING SERVICES	122,811	Regular	1,289,834	1,756,619	466,785	73.43%
		SUPPLIES	93,742	Regular	757,855	945,113	187,258	80.19%
		PROFESSIONAL SERVICES	4,073	Regular	50,294	366,371	316,077	13.73%
		OTHER CHARGES	161,914	Regular	922,164	1,347,369	425,205	68.44%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,452	Regular	787,080	939,111	152,031	83.81%
		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:	\$2,050,632		\$19,118,001	\$26,703,114	\$7,585,113	71.59%
657	JDL LA SCH MATH SCIENCE &	SALARIES	396,843	Regular	3,723,480	4,970,694	1,247,214	74.91%
		RELATED BENEFITS	173,715	Regular	1,719,703	2,235,610	515,907	76.92%
		OTHER COMPENSATION	9,995	Regular	44,800	89,000	44,200	50.34%
		TRAVEL & TRAINING	1,736	Regular	3,254	7,600	4,346	42.82%
		OPERATING SERVICES	352	Regular	289,042	380,956	91,914	75.87%
		SUPPLIES	39,156	Regular	202,268	446,800	244,532	45.27%
		PROFESSIONAL SERVICES	474	Regular	39,090	39,090	0	100.00%
		OTHER CHARGES	16,147	Regular	152,298	787,505	635,207	19.34%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	51,497	Regular	403,974	441,873	37,899	91.42%
		MAJOR REPAIRS	0		0	125,000	125,000	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:	\$689,914		\$6,577,908	\$9,524,128	\$2,946,220	69.07%
658	THRIVE ACADEMY	SALARIES	208,278	Regular	1,976,828	2,337,716	360,888	84.56%
		RELATED BENEFITS	90,654	Regular	812,094	957,657	145,563	84.80%
		OTHER COMPENSATION	94,820	Regular	690,092	982,676	292,584	70.23%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	173,036	Regular	1,952,298	2,139,815	187,517	91.24%
		SUPPLIES	39,059	Regular	243,249	371,297	128,048	65.51%
		PROFESSIONAL SERVICES	34,733	Regular	82,685	130,555	47,870	63.33%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		136,861	136,861	0	100.00%
		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%
658		Sum:	\$640,580		\$5,894,108	\$7,056,577	\$1,162,469	83.53%
662	LA EDUCATIONAL TV AUTHOR	SALARIES	260,090	Regular	3,069,010	4,191,849	1,122,839	73.21%
		RELATED BENEFITS	167,588	Regular	1,860,838	2,504,412	643,574	74.30%
		OTHER COMPENSATION	7,284	Regular	27,393	8,888	(18,505)	308.20%
		TRAVEL & TRAINING	0		2,650	3,907	1,257	67.82%
		OPERATING SERVICES	142,717	Regular	1,418,950	1,660,202	241,252	85.47%
		SUPPLIES	2,160	Regular	39,519	62,817	23,298	62.91%
		PROFESSIONAL SERVICES	0		20,380	43,375	22,995	46.99%
		OTHER CHARGES	19,121	Regular	555,764	616,703	60,939	90.12%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,183	Regular	261,465	342,464	80,999	76.35%
		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:	\$600,144		\$7,255,969	\$9,434,617	\$2,178,648	76.91%
666	BR ELEMENTARY & SECONDAR	SALARIES	61,637	Regular	670,524	840,782	170,258	79.75%
		RELATED BENEFITS	32,706	Regular	289,120	414,784	125,664	69.70%
		OTHER COMPENSATION	838	Regular	27,933	71,310	43,377	39.17%
		TRAVEL & TRAINING	3,343	Regular	18,632	56,307	37,675	33.09%
		OPERATING SERVICES	3,472	Regular	34,603	48,140	13,537	71.88%
		SUPPLIES	1,718	Regular	9,049	10,000	951	90.49%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	776,962	Regular	4,750,819	11,563,802	6,812,983	41.08%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	520,921	Regular	5,131,305	11,809,101	6,677,796	43.45%

Agy	Agency Name	Expenditure Category	10 Accounting Period April	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	3,100	3,100	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
666		Sum:	\$1,401,597		\$10,931,985	\$24,817,326	\$13,885,341	44.05%
671	BOARD OF REGENTS	SALARIES	1,103,516	Regular	12,446,859	16,959,697	4,512,838	73.39%
		RELATED BENEFITS	589,019	Regular	5,688,572	7,909,026	2,220,454	71.93%
		OTHER COMPENSATION	22,738	Regular	257,502	282,017	24,515	91.31%
		TRAVEL & TRAINING	898	Regular	27,552	394,009	366,457	6.99%
		OPERATING SERVICES	1,177,307	Regular	7,727,953	9,023,114	1,295,161	85.65%
		SUPPLIES	16,222	Regular	83,081	276,387	193,306	30.06%
		PROFESSIONAL SERVICES	329,032	Regular	2,545,470	5,143,570	2,598,100	49.49%
		OTHER CHARGES	5,695,399	Regular	382,350,399	441,739,348	59,388,949	86.56%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	127,900	Regular	2,695,414	3,445,296	749,882	78.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	26,777	Regular	103,180	139,774	36,594	73.82%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
671		Sum:	\$9,088,807		\$413,925,982	\$485,312,238	\$71,386,256	85.29%
673	N.O. CENTER FOR CREATIVE A	SALARIES	343,511	Regular	3,781,477	4,543,496	762,019	83.23%
		RELATED BENEFITS	152,266	Regular	1,599,112	1,879,784	280,672	85.07%
		OTHER COMPENSATION	6,954	Regular	59,985	38,000	(21,985)	157.85%
		TRAVEL & TRAINING	0		5,174	8,547	3,373	60.54%
		OPERATING SERVICES	123,203	Regular	839,356	1,068,991	229,635	78.52%
		SUPPLIES	25,058	Regular	111,523	139,127	27,604	80.16%
		PROFESSIONAL SERVICES	1,356	Regular	67,399	108,965	41,566	61.85%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	90,586	Regular	501,745	642,770	141,025	78.06%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	363	Regular	3,993	66,069	62,076	6.04%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
673		Sum:	\$743,298		\$6,969,764	\$8,495,749	\$1,525,985	82.04%
678	DOE STATE ACTIVITIES	SALARIES	2,471,255	Regular	25,410,572	30,965,110	5,554,538	82.06%
		RELATED BENEFITS	1,408,423	Regular	15,081,038	18,173,660	3,092,622	82.98%
		OTHER COMPENSATION	236,359	Regular	3,063,031	5,248,133	2,185,102	58.36%
		TRAVEL & TRAINING	29,759	Regular	303,398	3,077,624	2,774,226	9.86%
		OPERATING SERVICES	1,399,883	Regular	4,201,049	7,269,663	3,068,614	57.79%
		SUPPLIES	150,708	Regular	426,926	1,442,719	1,015,793	29.59%
		PROFESSIONAL SERVICES	3,779,719	Regular	24,864,891	49,476,473	24,611,582	50.26%
		OTHER CHARGES	1,018,724	Regular	4,136,818	14,501,544	10,364,726	28.53%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	30,596	Regular	29,738,244	48,983,324	19,245,081	60.71%
		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%
678		Sum:	\$10,525,426		\$107,225,965	\$179,138,250	\$71,912,285	59.86%
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	164,056,917	Regular	1,148,935,395	1,701,221,113	552,285,718	67.54%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,056,052	Regular	5,954,022	12,225,688	6,271,666	48.70%
		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:	\$165,112,969		\$1,154,889,417	\$1,713,446,801	\$558,557,384	67.40%
682	RECOVERY SCHOOL DISTRICT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	45,416	Regular	488,934	456,475	(32,459)	107.11%
		OTHER COMPENSATION	74,343	Regular	808,139	977,140	169,001	82.70%
		TRAVEL & TRAINING	55	Regular	225	55,534	55,309	0.40%
		OPERATING SERVICES	2,426	Regular	13,456	784,794	771,339	1.71%
		SUPPLIES	0		2,819	7,200	4,381	39.15%
		PROFESSIONAL SERVICES	518,270	Regular	6,032,126	34,711,532	28,679,406	17.38%
		OTHER CHARGES	1,963,808	Regular	12,389,063	15,591,599	3,202,536	79.46%
		DEBT SERVICES	0		0	0	0	0.00%

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Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		IAT	654	Regular	523,728	647,917	124,189	80.83%
		MAJOR REPAIRS	2,904,503	Regular	22,354,145	100,976,327	78,622,182	22.14%
		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:	\$5,509,476		\$42,612,634	\$159,608,518	\$116,995,884	26.70%
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	310,818,087	Regular	3,192,251,253	3,895,695,015	703,443,762	81.94%
		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:	\$310,818,087		\$3,192,251,253	\$3,895,695,015	\$703,443,762	81.94%
697	NON-PUBLIC EDUCATIONAL AS	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	113,334	Regular	18,496,188	20,694,779	2,198,591	89.38%
		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:	\$113,334		\$18,496,188	\$20,694,779	\$2,198,591	89.38%
699	SPECIAL SCHOOL DISTRICTS	SALARIES	279,245	Regular	3,238,778	4,921,682	1,682,904	65.81%
		RELATED BENEFITS	252,483	Regular	2,629,841	3,696,699	1,066,858	71.14%
		OTHER COMPENSATION	21,337	Regular	214,625	45,158	(169,467)	475.28%
		TRAVEL & TRAINING	5,664	Regular	25,082	68,019	42,937	36.87%
		OPERATING SERVICES	6,999	Regular	36,798	64,352	27,554	57.18%
		SUPPLIES	31,894	Regular	47,074	169,637	122,563	27.75%
		PROFESSIONAL SERVICES	5,531	Regular	17,925	514,430	496,505	3.48%
		OTHER CHARGES	0		0	2,743	2,743	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	26,233	Regular	198,489	275,560	77,071	72.03%
		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:	\$629,387		\$6,408,612	\$9,758,280	\$3,349,668	65.67%
856	OFF OF ENVIRONMENTAL QUA	SALARIES	3,334,077	Regular	37,865,985	45,845,167	7,979,183	82.60%
		RELATED BENEFITS	1,980,167	Regular	20,931,618	26,204,370	5,272,752	79.88%
		OTHER COMPENSATION	26,274	Regular	320,128	211,043	(109,085)	151.69%
		TRAVEL & TRAINING	4,111	Regular	47,525	376,443	328,918	12.62%
		OPERATING SERVICES	165,202	Regular	1,570,721	2,628,472	1,057,751	59.76%
		SUPPLIES	42,897	Regular	458,435	927,354	468,919	49.43%
		PROFESSIONAL SERVICES	416,246	Regular	3,081,285	5,984,254	2,902,969	51.49%
		OTHER CHARGES	2,822,525	Regular	27,229,165	44,238,162	17,008,997	61.55%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,447,776	Regular	11,553,938	18,127,301	6,573,363	63.74%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		172,756	1,307,351	1,134,595	13.21%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
856		Sum:	\$10,239,274		\$103,231,558	\$145,849,917	\$42,618,359	70.78%
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	4,396,699	Regular	30,169,590	53,824,235	23,654,645	56.05%

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Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		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:	\$4,396,699		\$30,169,590	\$53,824,235	\$23,654,645	56.05%
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	3,210,367	Regular	29,393,940	46,400,000	17,006,060	63.35%
		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:	\$3,210,367		\$29,393,940	\$46,400,000	\$17,006,060	63.35%
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%
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	2,556,025	Regular	27,285,199	33,336,421	6,051,222	81.85%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		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:	\$2,556,025		\$27,947,114	\$34,083,781	\$6,136,667	82.00%
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	412,788	Regular	2,391,632	5,114,767	2,723,135	46.76%
		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:	\$412,788		\$2,391,632	\$5,114,767	\$2,723,135	46.76%
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%

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Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OTHER CHARGES	4,582,714	Regular	32,654,719	43,579,236	10,924,517	74.93%
		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:	\$4,582,714		\$32,654,719	\$43,579,236	\$10,924,517	74.93%
925	UNCLAIMED PROP LEV FD DEB	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		14,895,782	15,000,000	104,218	99.31%
		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		\$14,895,782	\$15,000,000	\$104,218	99.31%
928	SUPPLEMENTAL DEPUTY SHER	OTHER CHARGES	4,301,050	Regular	41,797,735	53,716,000	11,918,265	77.81%
928		Sum:	\$4,301,050		\$41,797,735	\$53,716,000	\$11,918,265	77.81%
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	4,007,326	Regular	24,216,056	104,297,582	80,081,526	23.22%
		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:	\$4,007,326		\$24,216,056	\$104,297,582	\$80,081,526	23.22%
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%

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Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	13,978	Regular	430,675	458,028	27,353	94.03%
		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%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
933		Sum:	\$13,978		\$430,675	\$458,028	\$27,353	94.03%
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	2,893,898	Regular	8,786,017	14,125,000	5,338,983	62.20%
		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:	\$2,893,898		\$8,786,017	\$14,125,000	\$5,338,983	62.20%
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	746	Regular	875	0	(875)	0.00%
		OTHER COMPENSATION	9,755	Regular	11,435	0	(11,435)	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	874,968	Regular	13,459,318	35,053,148	21,593,830	38.40%
		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:	\$885,470		\$13,471,627	\$35,053,148	\$21,581,521	38.43%
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	7,812,963	Regular	335,538,622	364,794,359	29,255,737	91.98%
		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%
945		Sum:	\$7,812,963		\$335,538,622	\$364,794,359	\$29,255,737	91.98%
966	SUP PYMTS TO LAW ENFORMN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%

			10					
			Accounting					
			Period					
			April					
Agy	Agency Name	Expenditure Category		Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		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	5,710,345	Regular	58,849,214	70,536,083	11,686,869	83.43%
		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:	\$5,710,345		\$58,849,214	\$70,536,083	\$11,686,869	83.43%
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	963,955	Regular	20,268,946	23,879,042	3,610,096	84.88%
		DEBT SERVICES	1,064,237	Regular	54,006,911	97,295,449	43,288,538	55.51%
		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:	\$2,028,191		\$74,275,857	\$121,174,491	\$46,898,634	61.30%
		Sum:	\$2,212,854,259		\$23,463,762,206	\$35,775,729,071	\$12,311,966,865	65.59%

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Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
3/14/2020	\$2,234,949.96	(\$588,970.88)	\$1,051,551,910.29		2,255	13,987
3/21/2020	\$2,222,543.37	(\$1,966,460.99)	\$1,047,362,905.93		72,438	14,143
3/28/2020	\$4,802,281.94	\$2,337,155.64	\$1,044,897,779.63		97,400	58,027
4/4/2020	\$21,200,360.13	\$6,871,152.23	\$1,030,568,571.73		102,172	120,744
4/11/2020	\$28,152,999.29	\$950,000.00	\$1,003,365,572.44		79,653	217,532
4/18/2020	\$40,964,287.87	\$2,685,835.11	\$965,087,119.68		91,923	246,296
4/25/2020	\$47,029,129.98	\$3,473,708.74	\$921,531,698.44		66,141	300,657
5/2/2020	\$52,714,647.38	\$8,509,209.07	\$877,326,260.13		50,941	310,013
5/9/2020	\$54,699,717.54	\$66,126,538.73	\$888,753,081.32		40,125	325,136
5/16/2020	\$55,105,823.09	\$628,109.02	\$834,275,367.25		28,545	326,504
5/23/2020	\$54,330,661.04	\$6,048,304.91	\$785,993,011.12		23,961	328,409
5/30/2020	\$47,326,472.92	\$1,297,802.05	\$739,964,340.25		19,334	301,598

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Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
6/6/2020	\$53,622,579.90	\$1,082,999.47	\$687,424,759.82		21,879	305,083
6/13/2020	\$50,556,547.36	\$6,198,431.73	\$643,066,644.19		23,122	306,358
6/20/2020	\$50,904,761.46	\$4,935,063.20	\$597,096,945.93		19,524	300,389
6/27/2020	\$51,313,091.38	\$856,365.76	\$546,640,220.31		21,976	306,089
7/4/2020	\$50,344,019.97	\$7,367,796.25	\$503,663,996.59		31,417	313,157
7/11/2020	\$52,907,778.17	\$3,656,652.06	\$454,412,870.48		26,351	312,893
7/18/2020	\$52,078,441.92	\$359,828.12	\$402,694,256.68		32,079	313,117
7/25/2020	\$52,764,310.61	\$1,532,868.29	\$351,462,814.36		18,511	324,357
8/1/2020	\$52,396,259.80	\$2,629,391.93	\$301,695,946.49		13,402	327,467
8/8/2020	\$50,567,494.04	\$14,779,923.53	\$265,908,375.98		11,131	299,974
8/15/2020	\$42,060,807.30	\$513,150.35	\$224,360,719.03		14,365	255,068
8/22/2020	\$42,331,816.97	\$59,059,943.40	\$241,088,845.46		12,529	250,720

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Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
8/29/2020	\$41,081,472.92	\$392,981.84	\$200,400,354.38		16,191	249,610
9/5/2020	\$40,624,632.25	\$615,697.13	\$160,391,419.26		24,566	256,184
9/12/2020	\$38,743,318.69	\$2,029,191.66	\$123,677,292.23		16,182	250,244
9/19/2020	\$40,475,397.85	\$1,710,263.15	\$84,912,157.53		14,842	238,724
9/26/2020	\$35,835,929.16	(\$981,193.23)	\$48,095,035.14		16,296	214,860
10/3/2020	\$31,275,433.91	\$1,749,863.67	\$18,569,464.90		13,461	195,223
10/10/2020	\$27,451,459.76	(\$1,354,987.81)	\$0.00	(\$10,236,982.67)	13,577	165,320
10/17/2020	\$23,760,103.10	(\$27,087,095.89)	\$0.00	(\$61,084,181.66)	13,039	146,622
10/24/2020	\$20,467,122.14	\$1,183,413.91	\$0.00	(\$80,367,889.89)	9,943	128,378
10/31/2020	\$22,269,521.25	\$1,386,154.81	\$0.00	(\$101,251,256.33)	8,419	115,350
11/7/2020	\$16,266,367.57	\$14,338,700.70	\$5,577,170.53 ^^	(\$108,756,093.73)	10,045	98,935
11/14/2020	\$14,515,589.51	\$4,333,702.53	\$0.00	(\$118,937,980.71)	43,618	91,023

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Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
11/21/2020	\$13,281,553.17	(\$2,023,455.75)	\$0.00	(\$133,460,334.29)	10,045	83,338
11/28/2020	\$11,615,879.75	\$85,470,618.48	\$73,854,738.73	(\$133,460,334.29)	11,780	74,863
12/5/2020	\$11,223,499.06	\$772,884.83	\$63,404,124.50	(\$133,460,334.29)	9,114	75,004
12/12/2020	\$9,983,869.95	(\$751,260.32)	\$52,668,994.23	(\$133,460,334.29)	9,289	66,810
12/19/2020	\$8,823,006.24	\$1,705,279.11	\$45,551,267.10	(\$133,460,334.29)	7,926	64,448
12/26/2020	\$7,886,671.18	\$553,623.11	\$38,218,219.03	(\$133,460,334.29)	8,246	60,641
1/2/2021	\$8,485,145.85	\$9,283,522.91	\$39,016,596.09	(\$133,460,334.29)	25,365	64,404
1/9/2021	\$7,790,034.19	\$1,125,556.17	\$32,352,118.07	(\$133,460,334.29)	20,497	85,773
1/16/2021	\$6,359,294.23	\$46,941.92	\$26,039,765.76	(\$133,460,334.29)	16,340	63,888
1/23/2021	\$5,917,679.70	\$1,229,133.73	\$21,351,219.79	(\$133,460,334.29)	12,004	64,916
1/30/2021	\$6,898,259.38	\$517,770.58	\$14,970,730.99	(\$133,460,334.29)	10,376	65,649
2/6/2021	\$6,809,829.02	\$15,604,543.37	\$23,765,445.34	(\$133,460,334.29)	9,010	60,711

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Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
2/13/2021	\$7,608,542.68	\$1,044,383.09	\$17,201,285.75	(\$133,460,334.29)	6,458	54,587
2/20/2021	\$6,233,982.22	\$252,961.79	\$11,220,265.32	(\$133,460,334.29)	6,447	52,721
2/27/2021	\$6,301,861.15	\$574,702.04	\$5,493,106.21	(\$133,460,334.29)	6,981	53,212
3/6/2021	\$6,581,466.60	\$801,833.98	\$0.00	(\$133,746,860.70)	7,100	48,016
3/13/2021	\$6,702,335.24	\$1,109,951.62	\$0.00	(\$139,339,244.32)	7,195	46,170
3/20/2021	\$6,574,691.83	\$841,342.70	\$0.00	(\$145,072,593.45)	6,468	40,840
3/27/2021	\$6,329,352.50	(\$3,482,645.82)	\$0.00	(\$154,884,591.77)	12,845	42,546
4/3/2021	\$5,919,942.38	\$1,303,348.28	\$0.00	(\$159,501,185.87)	12,263	46,530
4/10/2021	\$6,216,392.63	(\$11,048,544.49)	\$0.00	(\$176,766,122.99)	9,809	50,796
4/17/2021	\$4,955,541.08	\$2,270,541.99	\$313,222.59	(\$179,764,344.67)	8,829	52,698
4/24/2021	\$8,554,828.69	\$5,128,784.19	\$1,240,774.95	(\$184,117,941.53)	7,114	51,308
5/1/2021	\$6,644,824.39	\$11,081,192.17	\$5,705,142.74	(\$184,145,941.54)	6,783	52,018

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Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
5/8/2021	\$6,355,949.63	\$73,289,934.33	\$72,639,127.44	(\$184,145,941.54)	7,129	50,556
5/15/2021	\$7,480,528.43	(\$853,764.90)	\$64,304,834.11	(\$184,145,941.54)	6,327	51,726
5/22/2021	\$6,491,901.58	\$778,012.87	\$58,590,945.40	(\$184,145,941.54)	5,976	51,031
**5/29/2021	\$8,077,285.81	\$1,134,207.87	\$51,647,867.46	(\$184,145,941.54)	TBD	TBD