



**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
STATE CAPITOL  
P.O. BOX 44294, CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804  
(225) 342-1964

**REPRESENTATIVE JEROME ZERINGUE**  
CHAIRMAN

**SENATOR BODI WHITE**  
VICE-CHAIRMAN

**REVISED AGENDA**

Friday, November 18, 2022  
9:00 a.m.  
House Chamber

**Added Agenda Item #6**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. BUSINESS**

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. Facility Planning and Control Agenda
3. Interpretation of legislative intent for an appropriation contained in Act 170 of the 2022 Regular Session of the Legislature in accordance with the provisions of R.S. 24:653(E)
4. Review and approval of a one-year extension on the contract for Medicaid fiscal intermediary services between the Louisiana Department of Health and Gainwell Technologies, LLC, in accordance with R.S. 39:198
5. Review and approval of a contract between the office of group benefits and Caremark PCS Health, LLC, in accordance with R.S. 42:802(D)(1)
6. **Review and approval of Deputy Sheriffs' Back Supplemental Pay in accordance with the provisions of R.S. 40:1667.8**

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

**V. ADJOURNMENT**

Any person who does not feel comfortable giving testimony in person may submit a prepared statement in lieu of appearing before the committee:

A. Any interested person or any committee member may file with the committee a prepared statement concerning a specific instrument or matter under consideration by the committee or concerning any matter within the committee's scope of authority, and the committee records shall reflect receipt of such statement and the date and time thereof.

B. Any person who files a prepared statement which contains data or statistical information shall include in such prepared statement sufficient information to identify the source of the data or statistical information. For the purposes of this Paragraph, the term "source" shall mean a publication, website, person, or other source from which the data or statistical information contained in the prepared statement was obtained by the person or persons who prepared the statement.

**NOTE: Statements emailed to [metoyers@legis.la.gov](mailto:metoyers@legis.la.gov) and received prior to noon on**

**Thursday, November 17, 2022, will be distributed to the committee members prior to the meeting.**

**JEROME "ZEE" ZERINGUE, CHAIRMAN**

**PLEASE SUBMIT A WITNESS CARD TO THE COMMITTEE ADMINISTRATIVE ASSISTANT BEFORE THE MEETING BEGINS IF YOU WANT TO TESTIFY BEFORE THE COMMITTEE.**

# Agenda Item #1

## Fiscal Status Statement and Five-Year Baseline Budget

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
**GENERAL FUND FISCAL STATUS STATEMENT**  
**FISCAL YEAR 2022-2023**  
**(\$ in millions)**

November 18, 2022

	<u>OCTOBER 2022</u>	<u>NOVEMBER 2022</u>	<u>NOVEMBER 2022 Over/(Under) OCTOBER 2022</u>
<b><u>GENERAL FUND REVENUE</u></b>			
Revenue Estimating Conference, May 9, 2022	\$11,039.800	\$11,039.800	\$0.000
FY 21-22 Revenue Carried Forward into FY 22-23	\$404.875	\$404.875	\$0.000
<b>Total Available General Fund Revenue</b>	<b>\$11,444.675</b>	<b>\$11,444.675</b>	<b>\$0.000</b>
<b><u>APPROPRIATIONS AND REQUIREMENTS</u></b>			
<b>Non-Appropriated Constitutional Requirements</b>			
Debt Service	\$435.582	\$435.582	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
<b>Total Non-Appropriated Constitutional Requirements</b>	<b>\$526.905</b>	<b>\$526.905</b>	<b>\$0.000</b>
<b>Appropriations</b>			
General (Act 199 of 2022 RS)	\$10,433.271	\$10,433.271	\$0.000
Ancillary (Act 169 of 2022 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 168 of 2022 RS)	\$174.578	\$174.578	\$0.000
Legislative (Act 198 of 2022 RS)	\$85.778	\$85.778	\$0.000
Capital Outlay (Act 117 of 2022 RS)	\$50.000	\$50.000	\$0.000
<b>Total Appropriations</b>	<b>\$10,743.626</b>	<b>\$10,743.626</b>	<b>\$0.000</b>
<b>Other Requirements</b>			
Funds Bill (Act 167 of 2022 RS)	\$170.500	\$170.500	\$0.000
<b>Total Other Requirements</b>	<b>\$170.500</b>	<b>\$170.500</b>	<b>\$0.000</b>
<b>Total Appropriations and Requirements</b>	<b>\$11,441.031</b>	<b>\$11,441.031</b>	<b>\$0.000</b>
<b>General Fund Revenue Less Appropriations and Requirements</b>	<b>\$3.644</b>	<b>\$3.644</b>	<b>\$0.000</b>

## II. FY 2021-2022 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."

### FY22 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

**FY21 Surplus/(Deficit)** 699.220

#### FY22 General Fund - Direct Revenues:

Actual General Fund Revenues	12,898.930
General Fund - Direct Carryforwards to FY22	183.621
Other Transfers	30.316

**Total FY22 General Fund - Direct Revenues** 13,112.867

#### FY22 General Fund - Direct Appropriations & Requirements:

Draws of General Fund - Direct Appropriations	(9,032.262)
General Obligation Debt Service	(432.530)
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)
Transfers Out to Various Funds for 20-XXX	(75.998)
Transfers to Coastal Protection and Restoration Fund (Z12) - R.S. 49:214.5.4	(12.000)
Transfers per Legislative Acts - Act 448 of 21RS - Hurricane and Storm Risk Reduction System Repayment Fund	(400.000)
Transfers per Legislative Acts - Act 505 of 22RS - Megaprojects Leverage Fund & Construction Subfund of the TTF	(600.000)
Transfers per Legislative Acts - Act 114 of 22RS - Funds Bill - Various Funds	(602.350)
Use of FY21 Surplus	(696.411)
Transfer to Revenue Stabilization Fund (Z25)	(788.478)

**Total FY22 General Fund - Direct Appropriations & Requirements** (12,730.029)

**General Fund Direct Cash Balance** 1,082.058

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

General Fund - Direct Carryforwards to FY23	(404.875)
Unappropriated Use of FY21 Surplus	(2.809)
FY 22 adjustment completed in FY 23 - Remote Sellers - June 2022 taxes collected in July and distributed to LDR in August	17.628
FY22 adjustments completed in FY 23 - transfer to the Coastal Protection and Restoration Fund (Z12)	(0.725)
FY22 adjustments completed in FY 23 - corrections to various fund reversion amounts	10.074
FY22 LDR audit adjustments completed in FY 23 - sales tax and individual income tax revenues	25.827
FY22 LDR audit adjustments completed in FY 23 - corporate income tax and corporate franchise tax revenues	13.674
FY22 additional transfer to the Revenue Stabilization Fund (Z25) due to audit adjustment to corporate taxes	(13.674)

**Total Adjustments** (354.879)

**Net General Fund Direct Surplus/(Deficit)** 727.180

#### Notes:

Due to the FY 22 adjustments made in FY23, the revised amount transferred to the Revenue Stabilization Fund (Z25) is \$802.2m.

Due to the FY 22 adjustments made in FY23, the revised amount transferred to the Coastal Protection and Restoration

## III. Current Year Items Requiring Action

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

# FIVE YEAR BASE LINE PROJECTION STATE GENERAL FUND SUMMARY APPROPRIATED

	Prior Fiscal Year 2021-2022	Official Current Fiscal Year 2022-2023	Projected Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025	Projected Fiscal Year 2025-2026
<b>REVENUES:</b>					
Taxes, Licenses & Fees	\$14,407,000,000	\$13,837,200,000	\$13,673,300,000	\$14,003,100,000	\$13,804,000,000
Less Dedications	(\$3,322,300,000)	(\$2,797,400,000)	(\$2,839,200,000)	(\$3,133,300,000)	(\$3,141,700,000)
<b>TOTAL REC REVENUES</b>	<b>\$11,084,700,000</b>	<b>\$11,039,800,000</b>	<b>\$10,834,100,000</b>	<b>\$10,869,800,000</b>	<b>\$10,662,200,000</b>
<b>ANNUAL REC GROWTH RATE</b>		-0.41%	-1.86%	0.33%	-1.91%
<b>Other Revenues:</b>					
Carry Forward Balances	\$183,620,801	\$404,874,737	\$0	\$0	\$0
<i>Total Other Revenue</i>	<i>\$183,620,801</i>	<i>\$404,874,737</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>TOTAL REVENUES</b>	<b>\$11,268,320,801</b>	<b>\$11,444,674,737</b>	<b>\$10,834,100,000</b>	<b>\$10,869,800,000</b>	<b>\$10,662,200,000</b>
<b>EXPENDITURES:</b>					
General Appropriation Bill (Act 199 of 2022 RS)	\$9,077,018,132	\$10,028,395,894	\$10,806,272,172	\$10,383,279,555	\$10,599,785,445
Ancillary Appropriation Bill (Act 169 of 2022 RS)	\$0	\$0	\$13,122,900	\$18,717,090	\$24,507,077
Non-Appropriated Requirements	\$524,029,823	\$526,904,967	\$548,692,770	\$566,878,209	\$569,116,589
Judicial Appropriation Bill (Act 168 of 2022 RS)	\$164,008,439	\$174,577,666	\$176,567,801	\$176,567,801	\$176,567,801
Legislative Appropriation Bill (Act 198 of 2022 RS)	\$73,610,173	\$85,777,844	\$85,777,844	\$85,777,844	\$85,777,844
Special Acts	\$0	\$0	\$11,853,171	\$11,853,171	\$11,853,171
Capital Outlay Bill (Act 117 of 2022 RS)	\$43,331,996	\$50,000,000	\$0	\$0	\$0
<b>TOTAL ADJUSTED EXPENDITURES (less carryforwards)</b>	<b>\$9,881,998,563</b>	<b>\$10,865,656,371</b>	<b>\$11,642,286,658</b>	<b>\$11,243,073,670</b>	<b>\$11,467,607,927</b>
<b>ANNUAL ADJUSTED GROWTH RATE</b>		9.95%	7.15%	-3.43%	2.00%
<b>Other Expenditures:</b>					
Carryforward BA-7s Expenditures	\$183,620,801	\$404,874,737	\$0	\$0	\$0
Supplemental Bill (Act 170 of 2022 RS)	\$189,766,876	\$0	\$0	\$0	\$0
Funds Bills (Act 167 of 2022 RS)	\$1,011,867,514	\$170,500,000	\$0	\$0	\$0
<b>Total Other Expenditures</b>	<b>\$1,385,255,191</b>	<b>\$575,374,737</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$11,267,253,754</b>	<b>\$11,441,031,108</b>	<b>\$11,642,286,658</b>	<b>\$11,243,073,670</b>	<b>\$11,467,607,927</b>
<b>PROJECTED BALANCE</b>	<b>\$1,067,047</b>	<b>\$3,643,629</b>	<b>(\$808,186,658)</b>	<b>(\$373,273,670)</b>	<b>(\$805,407,927)</b>
Oil Prices included in the REC forecast.	\$86.53	\$87.06	\$69.77	\$66.28	\$65.62

# Agenda Item #2

## Facility Planning and Control Agenda

**DIVISION OF ADMINISTRATION  
Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE  
ON THE  
BUDGET**

**Briefing Book**

**FOR**

**November 2022**



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**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
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Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

September 28, 2022

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

**RE: Request to Supplement Act 959 Project for a Major Repairs Project  
Replace Uninterrupted Power Supply System  
Frey Building  
Louisiana State University  
Baton Rouge, Louisiana  
Project No. 01-107-06-17; WBS F.01004189**

Dear Chairman Zeringue:

Pursuant to R.S. 39:128 B. (4), LSU had previously requested approval to undertake the planning, design and replacement of the Uninterrupted Power Supply System at the Frey Building, the primary computing facility for LSU. The process was approved by the Joint Legislative Committee on the Budget at the April 21, 2021 meeting. The approval by JLCB contemplated that the project would be fully funded using LSU's auxiliary revenues in the amount of \$2,250,000 (JLCB approval letter attached).

The project is now fully designed and ready to publicly advertise for bid. LSU has expressed a desire to utilize state capital outlay funds rather than its auxiliary revenues. Therefore, LSU has requested that we allocate \$2,100,000 from the Capital Outlay appropriation for Major Repairs to fund this project which would negate the previously approved action by JLCB. The cost of design in the amount of \$160,802.76 has been paid from LSU's self-generated funds.

Facility Planning and Control, on behalf of LSU, is requesting the rescission of the previously approved project utilizing self-generated funds that will be replaced with funding from the capital outlay major repairs appropriation.

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

Sincerely,

Jason D. Sooter  
Director

Recommended for Approval: \_\_\_\_\_

Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

Jay Dardenne  
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
Ms. Ternisa Hutchinson, 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. Summer Metoyer, 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  
Mr. Roger Husser, LSU  
Mr. Paul Favoloro, LSU  
Mr. Danny Mahaffey, LSU

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 23, 2021

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

Approved by the Joint Legislative  
Committee on the Budget

DATE: 4-21-21

Re: Request for an Act 959 Project  
Replace Uninterrupted Power Supply System  
Frey Building  
Louisiana State University  
Baton Rouge, Louisiana  
Project No.: 01-107-06-17; WBS F.01004189

Dear Chairman White:

Pursuant to R.S. 39:128 B. (4) LSU has requested approval to undertake the planning, design and replacement of the Uninterrupted Power Supply System at the Frey Building, the primary computing facility for LSU. The original system was installed over 24 years ago and can no longer be sustained under a maintenance contract. This critical system protects a large portion of the Data Center equipment from power loss. The total project cost is \$2,250,000 and will be funded using LSU's auxiliary revenues. This request has been approved by the LSU Board of Supervisors, the Board of Regents for Higher Education, the Division of Administration and Facility Planning and Control (FP&C). With approval by JLCB, FP&C will administer the project.

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

Sincerely,

Handwritten signature of Mark A. Moses.

Mark A. Moses  
Director

Handwritten signature of Jay Dardenne.

Jay Dardenne  
Commissioner of Administration

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

November 3, 2022

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

**RE: Request to Increase Guaranteed Maximum Price  
Construction Management at Risk  
New Swanson Center for Youth  
Office of Juvenile Justice  
Monroe, Louisiana  
Project No. 08-403-04-02, Part 10; WBS F.08000079**

Dear Chairman Zeringue:

On March 25th of 2021, a Construction Management at Risk (CMAR) contract was executed for the construction of a new youth correctional facility in Monroe, Louisiana with a guaranteed maximum price. During construction, the Office of Juvenile Justice realized that additional security measures were going to be needed than what was originally anticipated.

The adjudicated youth detainees housed at this facility have shown the need for an increased level of security, limiting the detainee's movement, and an overall hardened level of construction throughout the facility. To accommodate these concerns, this expanded scope (at the user agency's urging) is the reason for this request to modify the Guaranteed Maximum Price previously proffered by the General Contractor.

Therefore, at the Office of Juvenile Justice's request, FP&C is requesting to raise the Guaranteed Maximum Price by \$1,200,000 for the hardening of the construction for this new facility.

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

Sincerely,

Jason D. Sooter  
Director

Recommended for Approval: \_\_\_\_\_

Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

Jay Dardenne  
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
Ms. Ternisa Hutchinson, 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. Summer Metoyer, 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)      **Request to Increase Guaranteed Maximum Price due to Scope Change**  
**Construction Management at Risk**  
**New Swanson Center for Youth**  
**Office of Juvenile Justice**  
**Monroe, Louisiana**  
**Project No. 08-403-04-02, Part 10; WBS F.08000079**  
**Date of Contract: March 25, 2021**  
**Original Contract Amount:** **\$22,744,715.00**  
**Contract amount increased by Amendment 1:** **\$ 2,500,000.00**  
**Contract amount increased by Amendment 2:** **\$ 997,475.55**  
**Contract amount increased by Amendment 3:** **\$ 1,200,000.00**  
**New Contract sum:** **\$ 27,442,190.55**

**Amendment 3** increases the amount of the contract by \$1,200,000 in order to facilitate User requested changes, unforeseen conditions, and changes from 90% to 100% Construction Documents. This amount is covered by the Community Based Program, Juvenile Justice Improvements, Planning, Construction, Renovation, Acquisition, and Equipment funds.

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

November 3, 2022

The Honorable Jerome Zeringue, 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 Zeringue:

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,

Jason D. Sooter  
Director

Recommended for Approval: \_\_\_\_\_

Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

Jay Dardenne  
Commissioner of Administration



CC: Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
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Ms. Martha Hess, Senate Counsel  
Ms. Bobbie Hunter, Senate Fiscal Division  
Ms. Debra Vivien, Senate Fiscal Division  
Ms. Raynel Gascon, Senate Fiscal Division

**1) Emergency Generators for Entire Campus**

**Acadiana Center for Youth**

**Office of Juvenile Justice**

**Bunkie, Louisiana**

**Project Nos. 08-403-20-01; WBS F.08000136 & F.08000143 (Supplement)**

**Date of Contract: August 30, 2022**

<b>Original Contract Amount:</b>	<b>\$918,900.00</b>
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<b>Contract amount increased by Change Order 1:</b>	<b>\$ 73,000.00</b>
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<b>New Contract sum:</b>	<b>\$991,900.00</b>
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**Change Order 1** increases the amount of the contract by \$73,000 for an increased generator rating from 550 Kilowatts 600 Kilowatts to meet future electrical demands at the facility. The amount is covered by the project contingency.

# Agenda Item #3

Interpretation of legislative  
intent Act 170 of the 2022  
R.S.

**§653. Duties and functions**

A. The committee shall make such study and examination of the matters pertaining to the budgeting and fiscal affairs of the state and its political subdivisions, their funds, revenues, expenditures, and any other financial affairs of the state and of its political subdivisions as may be deemed desirable by the committee or the legislature. The committee may also study and examine all requests for professional, personal, social service, and consulting service contracts to determine the impact of privatizing state government programs, functions, or activities. The committee shall make such reports of its findings and recommendations with regard to such matters to the legislature upon its request or as is deemed advisable by the committee.

B. Prior to and during each regular session of the legislature, the joint committee may make such studies and hold such hearings with respect to budget requests or statements and with respect to the executive budget as it shall deem appropriate and are necessary to carry out its duties and functions.

C. Following the review, analysis, and study of the proposed executive budget, the committee shall submit its findings and recommendations thereon to the members of the legislature not later than two weeks prior to each regular session of the legislature.

D. The committee shall make such continuing study and examination of matters pertaining to the budgeting of the state revenues and their expenditures, and the fiscal affairs of the state and its agencies, and shall make quarterly reports and recommendations to the legislature and such other reports as the committee or the legislature deems advisable.

E. The committee shall interpret the legislative intent respecting all fiscal and budgetary matters of the state and conduct general oversight and review of the budget execution processes of the various budget units and other agencies of the state when necessary.

F. The committee shall study, review, and approve or disapprove all transfers of funds from one program specified in the allotments established in each agency's budget to another program. Except as provided in R.S. 39:73 and 87.4, no transfer of funds from one program specified in the allotments in an agency's budget to another shall be made without prior approval of the committee.

G. The committee shall have the full power and authority to adopt rules and regulations prescribing and governing its procedures, policies, meetings, and any and all other activities relating to its functions and duties, including the power and authority to issue binding directives to agencies concerning the proper and efficient execution of their respective budgets as same were approved by the legislature.

H.(1) The committee shall have a litigation subcommittee which shall monitor and study the amounts of state funds required to pay judgments and compromises arising out of lawsuits against the state, its departments, and, with respect to payment of state funds as insurance premiums, the insurers thereof. The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the litigation subcommittee.

(2) No attorney representing the state or any of its departments or agencies or any of its employees entitled to indemnification under R.S. 13:5108.1 shall sign any compromise or settlement which obligates the state to pay more than one million dollars without prior consultation with the attorney general and the members of the litigation subcommittee of the Joint Legislative Committee on the Budget.

I. The committee shall have the authority to nullify a penalty applied by the office of risk management relative to a state agency which has failed to receive certification after undergoing a loss prevention audit, as provided in R.S. 39:1536(B).

J. The committee may establish a subcommittee to execute its duties relative to oversight of performance-based budgeting under the Louisiana Government Performance and Accountability Act, as provided in Subpart D of Part II of Chapter 1 of Subtitle I of Title 39 of the Louisiana Revised Statutes of 1950. When the subcommittee acts on behalf of the committee, the chairman of the subcommittee shall provide to each member of the committee a summary report of the subcommittee's action.

K.(1) In the conduct of its responsibility to discharge the constitutional fiscal and budgetary responsibilities of the Louisiana Legislature, the committee shall consider the operating budgets of public entities and salaries of particular public officials which by law require the approval of the committee in accordance with the following:

(a) The committee shall consider operating budgets in advance of the beginning of a subject entity's fiscal year. If the committee finds that the entity has failed to receive the required approval, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any amount contained within that budget. The committee may also adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants. If the committee determines that an entity whose operating funds are administered outside of the state treasury has failed to receive the required approval of its budget, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to that effect, and any expenditure of public monies by such entity shall constitute a violation of the provisions of Article VII, Section 14 of the Constitution of Louisiana.

(b) The consideration of salaries of public officials that by law require the approval of the committee shall occur prior to the execution of any employment contract for that official. The state shall not be liable for any payment of such salary if the salary has not been approved by the Joint Legislative Committee on the Budget. The committee shall have the authority to adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any monies related to the payment of the salary at issue. The committee is also authorized to adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants.

(2) The provisions of this Section shall have no effect on the provisions of any contract which is in effect prior to July 1, 2008.

(3) Notwithstanding any contrary provision of law, the chairman of the Joint Legislative Committee on the Budget may grant an entity, for good cause shown, an extension of time, not to exceed thirty days, to comply with the provisions of this Subsection, and the Joint Legislative Committee on the Budget may grant an additional extension of time.

L.(1)(a) Upon receipt of the reports from the various departments within the executive branch of state government as provided by R.S. 36:8(A)(6) and the public postsecondary education management boards as provided by R.S. 17:3130(C) and 3351(F), the Joint Legislative Committee on the Budget shall transmit the reports to the legislative fiscal office for review and analysis and may conduct hearings to review the reports.

(b) The legislative fiscal office shall review the reports and perform any additional analysis of the reports that is necessary to provide an accurate actual estimate as compared to the fiscal note as the bill was enacted.

(2) The reports required to be submitted under this Section shall be in a manner as prescribed by the chairman of the Joint Legislative Committee on the Budget and shall be accompanied by such other information as the chairman may require. At a minimum, the report shall present the differences between the original estimate as the bill was enacted and the actual current revenues or expenditures. Depending upon the scope of the original legislation, the comparisons between the fiscal note as the bill was enacted and the actual amounts shall include but not be limited to tax increases, decreases, fee increases and repeals, tax exemptions, suspensions, credits, rebates, exclusions, and deductions, among others.

(3) No later than February first of each year, the committee shall report its findings in a public meeting relative to any legislation that has been enacted that affects state revenues, public postsecondary education management boards and the related institutions or the various departments and the related entities and that legislation has a fiscal impact which has increased by the amount of one million dollars or more over the amount of the fiscal note as the bill was enacted. The review and analysis shall also examine the receipt, expenditure, allocation, dedication, or means of financing to determine specifically how the increases impact state revenue, the departments, agencies, boards, commissions, and like entities within the executive branch of state government, as well as among the public postsecondary education institutions of the state. The Joint Legislative Committee on the Budget shall transmit copies of the final report to the governor, the president of the Senate, and the speaker of the House of Representatives, and distribute a copy to each member of the legislature.

M.(1) All economic and financial reports for projects submitted in conjunction with the request for approval of the Joint Legislative Committee on the Budget in excess of a total state commitment of ten million dollars for the term of the project shall provide the following information:

(a) Inclusion of all input information, data, and assumptions, including but not limited to data sources, economic growth assumptions, and an assessment/basis of the reasonableness of each.

(b) A description of the analytical model employed for the report and how each input was utilized with that model.

(c) Results in terms of value-added, household earnings, and employment, and a description of each concept.

(d) Results by industry sector, with an assessment of possible adverse effects on sectors that compete with the subsidized company for in-state customers.

(e) Explicit identification of the project's effect on direct expenditure requirements in the state budget or any reduction in taxes or state revenues, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

(f) An additional assessment by the secretary of the Department of Economic Development regarding the extent to which the project would not have occurred but for the proposed state financial support. The secretary's assessment shall reference other business factors which contributed to the project activity occurring and factors which will be required for ongoing sustainability including but not limited to labor, transportation, energy, among others.

(g) Cost/benefit comparisons of the incentives in the package compared to the costs in the package shall be for the same period of time or the same term, both for the direct benefits to the state as well as the indirect benefits to the state.

(2)(a) The department shall submit the request for Joint Legislative Committee on the Budget approval of the project with the analysis to the committee for its review at least seventeen business days, or as permitted by the chairman, prior to the meeting for which the department is seeking the committee's approval. In the event that the chairman specifies a request submission period that is less than seventeen business days, the chairman shall notify all members of the committee of the revised submission time period. Presentation of the information required shall be in a format developed by the department in consultation with the Legislative Fiscal Office and the Joint Legislative Committee on the Budget.

(b) Upon receipt of the request, the Joint Legislative Committee on the Budget shall transmit the report to the legislative fiscal office for evaluation of the department's assessment and the legislative fiscal office shall make such information available to the committee during its review.

(3) For the purposes of this Section and notwithstanding any other provision of law to the contrary, "project" shall mean any public-private partnership, agreement with a nonpublic party, lease, cooperative endeavor agreement, memorandum of understanding, or other contractual agreement which would result in or is expected to result in the obligation of state resources or the expenditure of revenues from the operation, management, or control of a state resource for the purposes of engendering economic growth or development in the state through the utilization of certain incentives, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

N.(1) The committee shall have a dedicated fund review subcommittee which shall review and make recommendations on special funds in the state treasury that dedicate state revenue.

(2) The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the dedicated fund review subcommittee. The committee shall provide that the membership of the subcommittee is bipartisan and diverse.

(3) No later than September 1, 2017, and every two years thereafter, the committee shall provide for the dedicated fund review subcommittee.

(4) The dedicated fund review subcommittee shall conduct the review of special funds and submit recommendations to the committee as required in R.S. 49:308.5.

Added by Acts 1976, No. 538, §3, eff. March 10, 1980. Acts 1984, No. 694, §1; Acts 1997, No. 738, §1; Acts 1997, No. 1465, §1, eff. July 15, 1997; Acts 1998, 1st Ex. Sess., No. 11, §1; Acts 2001, No. 894, §1, eff. June 26, 2001; Acts 2008, No. 842, §1, eff. July 8, 2008; Acts 2010, No. 861, §10; Acts 2013, No. 96, §2, eff. July 1, 2013; Acts 2014, No. 704, §1, eff. July 1, 2014; Acts 2017, No. 355, §1, eff. June 22, 2017; Acts 2018, No. 612, §8, eff. July 1, 2020; Acts 2019, No. 404, §16.

NOTE: See Acts 2019, No. 404, §§16 and 20 regarding the repeal of certain changes made to R.S. 24:653(N)(3) in Acts 2018, No. 612.

NOTE: See Acts 2018, No. 612 and Acts 2019, No. 404 providing for the effects of the conversion of certain dedicated funds to special statutorily dedicated fund accounts.

## Agenda Item #4

Review and approval of  
Medicaid fiscal intermediary  
between LDH and Gainwell  
Technologies, LLC

# EXTERNAL FACT SHEET

## Gainwell Technologies, LLC CY 2023 Contract Extension

10/13/2022

### BACKGROUND

- Gainwell Technologies, LLC (Gainwell) has continued to provide fiscal intermediary services for the Louisiana Medicaid program.
- This extension request is for calendar year 2023 and will be the 9th one-year extension to an original 10-year contract term that began in January 2005.
- Services provided by Gainwell include:
  - provider enrollment
  - prior authorization of clinical services
  - process claims and encounters
  - pay providers and managed care entities
  - detect and investigate potential fraud, waste, and abuse, as required for the Louisiana Medicaid program under Federal laws and regulations.
- Failure to maintain such services will jeopardize Federal Medicaid funding resulting in the use of State funds above the budgeted amount.
- The LDH fiscal intermediary also manages the current Medicaid Management Information System (MMIS). The Gainwell contract provides for core functions of the Louisiana Medicaid program, most notably:

Fee-For-Service	Managed Care	Medicaid as a Whole
<ul style="list-style-type: none"> <li>Provider Enrollment</li> <li>Claims Processing</li> <li>Prior Authorization of Medical Services</li> </ul>	<ul style="list-style-type: none"> <li>Enrollment Broker Data Interfaces</li> <li>PMPM Payments to MCEs</li> <li>Provider Registry</li> <li>Enrollment of Managed Care Providers</li> <li>Encounter Processing</li> </ul>	<ul style="list-style-type: none"> <li>Member ID Cards</li> <li>Program Integrity</li> <li>Data Warehouse Management</li> <li>Patient Access and Interoperability (PAI)</li> </ul>

- CMS requires states to move from a single MMIS to a Medicaid Enterprise System (MES) made up of separate reusable and interchangeable modules that are simple, flexible, and adaptable.
- The goal is to encourage the use of newer technology and easier implementation of program changes.
- The Department of Health has been working to move toward federally required systems modernization, including a replacement vendor for claims, encounter, and financial processing through the NASPO ValuePoint process as recommended in HCR99 of the 2022 legislative session.
- LDH has made significant progress toward modularity recently including:
  - LDH has selected a replacement vendor for claims, encounter, and financial processing through the NASPO ValuePoint process as recommended in HCR99 of the 2022 legislative session.
  - LDH is scheduling vendor demonstrations for the provider management module through the NASPO ValuePoint process
  - The data warehouse RFP is in draft and expected to be published in January 2023.
  - The third party liability module was recently awarded; design, development and implementation (DDI) is in progress.
- Full implementation of the modular MES will take several years due to the extensive R/SFP development, contract award, and design/development/implementation processes.
- LDH anticipates coming to JLCB to request one-year extensions of the current Gainwell contract for the next several years as we sequentially procure small chunks or “modules” of MMIS functionality and concurrently maintain essential MMIS functions as we downsize the scope and cost of the current Gainwell contract.



# EXTERNAL FACT SHEET

## Gainwell Technologies, LLC CY 2023 Contract Extension

10/13/2022

### JUSTIFICATION:

- Louisiana Department of Health (LDH) is requesting an extension to the current Gainwell contract for fiscal intermediary services for an additional twelve (12) month period beginning January 1, 2023 through December 31, 2023.
- This extension will be Amendment 24 of the contract.
- It is essential that we maintain operations with Gainwell Technologies in this transitional phase until the new system modules are procured and launched.
- Once implemented, the Department will start reducing the contract scope from the current fiscal intermediary.

### FISCAL IMPACT:

- There is an overall 2% increase for CY2023 due to increased cost of labor, hardware/software cost, required hardware refreshers for end-of-life hardware, rent, etc.
- Cost for each of the remaining technical requirement areas within the Base Operations, Provider Management Maintenance and Operations, and PAI Maintenance and Operations will not increase for CY2024 and CY2025.
- Per Amendment 21, Gainwell will not invoice for provider enrollment until the Maintenance and Operations phase begins.
- Per Amendment 22, Gainwell will not invoice for PAI until the Maintenance and Operations phase begins.
- In 2023, Gainwell will complete the upgrade/migration of ClaimCheck to Claims Xten.
- There will be no annual cap on the number of paid and adjusted transactions (claims, capitated payments, and encounters) processed by Gainwell.

TIMEFRAME	MONTHLY AMOUNT	QTY	TOTAL
Jan 2023	\$4,588,855	1	\$4,588,855
Feb-Dec 2023	\$4,562,880	11	\$50,191,680
CY2023 TOTAL		12	\$54,780,535

Calendar Year	Actual Expenditures	Projected Expenditures
CY2022	\$53,684,777	
CY2023		\$54,780,535
CY2024		\$54,780,535
CY2025		\$54,780,535

### MEDICAID IMPACT:

- Gainwell Technologies is responsible for the payment of claims to providers and the timely and accurate reporting to state and federal partners.
- Without this contract in place, all Medicaid operations will end – providers will not receive payments for services rendered and resultantly, services will suspend for Medicaid enrollees.
- LDH will also be out of compliance with certain federal requirements such as T-MSIS reporting, which CMS uses to monitor state Medicaid programs, and provider enrollment, revalidation and screening under the 21st Century CURES Act.
- All Medicaid providers must be enrolled with the state before payment can be rendered for services.
- It is essential that we maintain operations with Gainwell Technologies in this transitional phase until the new system modules can be procured and launched.
- Once implemented, the Department will start reducing the contract scope from the current fiscal intermediary.



# State of Louisiana

## Louisiana Department of Health

### Bureau of Health Services Financing

September 30, 2022

Joint Legislative Committee on the Budget  
Box 94062 (900 North 3<sup>rd</sup> Street)  
Baton Rouge, LA 70804

Re: Fiscal Intermediary Contract Extension

Dear Members:

Thank you for your dedication and service on behalf of the residents of Louisiana. I am writing to express the Louisiana Department of Health's need to extend the contract of our fiscal intermediary, Gainwell Technologies LLC. This extension request is for calendar year 2023. It will be the 9th one-year extension to an original 10-year contract term that began in January 2005. As background on this issue, a contract to fully replace the current fiscal intermediary was cancelled in 2013. After this, the Centers for Medicare and Medicaid Services (CMS) began requiring states to utilize a modular approach to Medicaid Enterprise System (MES) contracting. CMS requires states to move to an MES composed of reusable and interchangeable modules that are simple, flexible and adaptable. The goal is to increase Medicaid programs' ability to update and change their systems as well as allow earlier access to enhanced rates for implementing IT systems. LDH is actively developing and implementing a modular MES design. However, full implementation of the modular MES design will take several years due to the extensive procurement development, contract award, and design, development, and implementation processes. We anticipate coming to the Joint Legislative Committee on the Budget to request one-year extensions of the current Gainwell Technologies contract for the next several years as we sequentially procure smaller modules of MES functionality and concurrently maintain essential MES functions as we downsize the scope and cost of the current Gainwell contract. CMS will not allow the state to procure a single replacement of the current fiscal intermediary contract; we must modernize taking a modular approach. LDH has made significant progress toward modularity recently including:

- LDH has selected a replacement vendor for claims, encounter, and financial processing through the NASPO ValuePoint process as recommended in HCR99 of the 2022 legislative session.
- LDH is scheduling vendor demonstrations for the provider management module through the NASPO ValuePoint process
- The data warehouse RFP is in draft and expected to publish in January 2023
- The third party liability module was recently awarded and design, development and implementation (DDI) is in progress.

Throughout the modularity design and development timeline, the Department will have to pay Gainwell to continue legacy operations. We have a fixed price contract with Gainwell, wherein Gainwell has absorbed significant new responsibilities with slight increases over the span of the contract. In its role as the Louisiana Medicaid fiscal intermediary, Gainwell maintains the core functions of the Medicaid program, including the following critical service areas:

- Claims/Encounter Processing
- Maintain, operate and manage security and access to systems such as:
  - Customer Information Control System for general transaction processing for the mainframe

- Provider Enrollment Tracking System and Provider Portal for providers to have web-based application and enrollment to meet Centers for Medicare and Medicaid Services (CMS) compliance
- Java Surveillance and Review System for fraud, waste, abuse analysis and investigation
- Point of Sale system for real time processing for pharmacies billing fee-for-service (FFS) claims
- Louisiana Optical Assisted Data Entry System (OADES) used for imaging, document entry, retrieval and workflow for paper claims processing and provider enrollments
- Louisiana Health Insurance Premium Payment (LaHIPP) program for premium payments on commercial health insurance
- Recipient reimbursement system allows LDH to process and pay out-of-pocket expenses for recipients during their retroactive eligibility period
- Trauma, Recipient and Estate Recovery applications developed to manage information for recovery
- System for processing Optional State Supplement checks to eligibility residents of nursing facilities and intermediate care facilities
- Prior Authorization Liaison tracking system for compliance with *Chisholm* lawsuit
- Fee-for-service prior authorization system for pharmacy benefits
- Maintain and operate web applications such as the provider locator tool; the web interface for providers to retrieve manuals and fee schedules and other resources; the Provider Ownership Search Application for the Louisiana Attorney General's office; Electronic Clinical Data Inquiry allowing prescribers to search drug history on recipients; the Electronic Medicaid Eligibility Verification System allowing providers to verify Medicaid eligibility when providing services; and online prior authorization submission.
- Reference File Maintenance such as building and maintaining taxonomy crosswalks, the pharmacy drug file, fee schedules, the usual and customary fee file (on provider fees charged), diagnosis code updates, third party liability (TPL) carrier file on updates to recipient's with other insurance, and zip code validation on recipient ID cards.
- Eligibility functions such as mailing Medicaid cards, reports on Medicare Disproportionate Share Eligibility Verification used by long term care facilities, corrections to duplicate IDs, and recipient extracts.
- Provider Enrollment designed to meet CMS requirements for screening and enrolling Medicaid providers and validate the status and progress of the enrollment process for providers. This includes operation of a call center.
- Prior and Post Authorization for FFS recipients to access durable medical equipment, early and periodic screening, diagnostic and treatment (EPSDT) personal care services, rehabilitation, air ambulance, hospice.
- Medical review by the Claims Resolution Unit, which reviews claims failing computer edits and/or require review. The unit attempts to resolve problems, settle claims and correct all suspended claims.
- COBA/Third Party Liability - The TPL Subsystem ensures that payments for Medicaid services are made by other health insurance carriers when such coverage exists, rather than by Medicaid. This includes a comparison to recognize claims paid by Medicaid for services rendered to recipients whose eligibility records were updated to reflect retroactive Medicare coverage for the dates of service.
- Pharmacy - The Medicare Part D subsystem assists Medicare drug benefit transition, and ensures that Louisiana Medicaid gets the maximum savings from the new Medicare drug coverage with the least possible administrative burden. The Drug Utilization process is a subsystem designed to analyze a recipient's drug utilization for quality control purposes.
- Financial Processing - Generate monthly per member per month (PMPM) payments (including retro payments and adjustments) for the Managed Care Organizations (MCOs), the Dental Plans, and the Magellan Coordinated System of Care (CSoc) plan. Report plan payments on specified/required files to partners and load into data warehouse. Process contractual withholds, audit payouts, Program for All Inclusive Care for the Elderly (PACE) premiums, hospital supplemental payments, maternity kick payments, manual checks (if needed), LaGOV and ISIS reporting, LaHIPP premium payments.
- Reporting such as federally required T-MSIS data reporting to CMS, LaHIPP Cost Savings Report, Budget Activity Files, requests for long term care facilities to assist with cost reporting.
- Data Warehousing stores all data on Medicaid payments, eligibility, and service utilization.

October 5, 2022

Page 3

- Fraud, Waste, and Abuse Activities such as Surveillance and Utilization Review, Payment Error Rate Measurement (PERM), and the fraud hotline.
- Interoperability and Patient Access functionality including the Application Programming Interface (API) Gateway and helpdesk.
- Interface/Vendor Onboarding into Medicaid services and operations.
- Supporting transition of fiscal reporting and files from ISIS to LaGov.

Gainwell Technologies is responsible for the payment of claims to providers and the timely and accurate reporting to state and federal partners. Without this contract in place, all Medicaid operations will end – providers will not receive payments for services rendered and resultantly, services will suspend for Medicaid enrollees. LDH will also be out of compliance with certain federal requirements such as T-MSIS reporting, which CMS uses to monitor state Medicaid programs, and provider enrollment, revalidation and screening under the 21<sup>st</sup> Century CURES Act. All Medicaid providers must be enrolled with the state before payment can be rendered for services.

The Department of Health has been working to move toward federally required systems modernization, including a replacement vendor for claims, encounter, and financial processing through the NASPO ValuePoint process as recommended in HCR99 of the 2022 legislative session. It is essential that we maintain operations with Gainwell Technologies in this transitional phase until the new system modules can be procured and launched. Once implemented, the Department will start reducing the contract scope from the current fiscal intermediary.

I am available to discuss any concerns with concerned and interested members. Please feel free to contact me at any time at [Tara.LeBlanc@la.gov](mailto:Tara.LeBlanc@la.gov) or 225-317-4484.

Sincerely,



Tara A. LeBlanc  
Medicaid Executive Director

AMENDMENT TWENTY-FOUR (24)

TO THE AGREEMENT

For

The Operation and Enhancement  
of the Louisiana Medicaid Management Information System (LMMIS)  
through a Fiscal Intermediary Type Arrangement

Between

The Louisiana Department of Health (LDH)

And

Gainwell Technologies LLC

State of Louisiana

Louisiana Department of Health  
Amendment Twenty-Four (24) to the Agreement

WHEREAS, the Louisiana Department of Health f/k/a Louisiana Department of Health and Hospitals (the "Department") has made the Agreement of April 30, 2004 by and between Unisys Corporation, which was assigned to Molina Information Systems, LLC on May 1, 2010, which was assigned to DXC MS LLC on October 1, 2018, which was assigned to Gainwell Technologies LLC (the "Contractor") on October 1, 2020, and the Department, as amended by Amendments One (1) through Twenty-Three (23); and whereas, both the Department and the Contractor have agreed to extend the current LMMIS Fiscal Intermediary contract for an additional twelve (12) month period; and whereas, the Centers for Medicare and Medicaid Services (CMS) has approved this extension of the LMMIS Fiscal Intermediary contract; and whereas, the Contractor has the capability to, and agrees to, provide all Fiscal Intermediary services for the period of this contract extension.

NOW, therefore the Department and the Contractor agree to and hereby amend the contract for Fiscal Intermediary services including the document entitled "Agreement for the Operation and Enhancement of the Louisiana Medicaid Management Information System through a Fiscal Intermediary Type Arrangement" (the "Agreement" or the "Contract") with respect to the following provisions found in the Agreement:

1. Article I, Content of Contract and Precedence, is amended as follows:

Section A, #2 is amended to read:

"The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Four (24) to the Agreement. To the extent that there is a conflict between Amendment 24 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 24 shall control."

2. Article II, Term, is amended as follows:

- A. Term is amended by adding the following sentence to the first paragraph, immediately following the fifth sentence of the said paragraph:

"Amendment Number 24 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 24 extends the term of the Contract

for an addition twelve (12) months encompassing the period of January 1, 2023 through December 31, 2023 (referred to hereinafter as “Extension Year 2023”).”

B. Subsection B, Option to Renew, is amended by adding the following sentence:

“By Amendment Number 24 to the Contract, the contract life is extended from January 1, 2023 through December 31, 2023 or until the contract is terminated, in accordance with the terms set forth in the Agreement.”

3. With the execution of Amendment 24, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2023:

LDH Billing Schedule	Base Ops	JSURS Decommission	Prov Mgmt. M&O	PAI Project	FDB Medicaid / Drug Rebate Module	Total
Jan-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ 25,975	\$4,588,855
Feb-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Mar-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Apr-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
May-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Jun-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Jul-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Aug-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Sep-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Oct-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Nov-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Dec-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
<b>Total</b>	<b>\$50,811,240</b>	<b>\$(603,000)</b>	<b>\$4,073,640</b>	<b>\$472,680</b>	<b>\$25,975</b>	<b>\$54,780,535</b>

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e, postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs

Large mailings, those more than 500 pieces, will be priced according to the following schedule:

<b><u>No. of Pages in Mailing*</u></b>	<b><u>#10 Envelope</u></b>	<b><u>Flat Envelope</u></b> <small>(9 x 13 inches)</small>
<b>One (1)-page mailing</b>	\$0.98549	\$1.85937
<b>Two (2)-page mailing</b>	\$0.99380	\$1.87613
<b>Three (3)-page mailing</b>	\$1.01868	\$2.18129
<b>Four (4)-page mailing</b>	\$1.03527	\$2.19804
<b>Five (5)-page mailing</b>	\$1.05186	\$2.21480

*\* Applies to mailings greater than 500 pieces*

Pricing includes:

1. Supplies – paper, toner, envelope, and mail machine ink
2. USPS postage costs
3. Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing

The above pricing assumes:

1. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,
  2. Any mail outs exceeding 5 pages will be printed separately.
4. With the execution of this Amendment Number 24, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.
  5. With the execution of this Amendment Number 24, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.
  6. With the execution of Amendment Number 24, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31,



2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate March 2023 and will be replaced by Claims Xten.

7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 24 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 24 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Three (23) to the Agreement.
8. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.
9. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment Twenty (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.
10. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.
11. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services. The Department will not be responsible for payment for such services until the PAI Operations and Maintenance phase begins, which commences upon approval of the “3<sup>rd</sup> Party Vetting Process” document by both parties.
12. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).
13. With the execution of Amendment Number 24, the Contractor and the Department agree to implementation of electronic submission for all prior authorization requests and supporting information via e-PA. Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.

14. With the execution of Amendment Number 24, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.
15. With the execution of Amendment Number 24, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.
16. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall develop fillable PDF enrollment packets that can be printed and submitted via hardcopy, if the provider desires. The fillable PDF enrollment packet will be available on LaMedicaid.com. Provider communication will be developed and posted to LaMedicaid.com by January 1, 2023.
17. With the execution of Amendment Number 24, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.
18. With the execution of Amendment Number 24, the Contractor and the Department agree to decommission JSURS effective December 31, 2022.
19. With the execution of Amendment Number 24, the Contractor and the Department agree that 2.6.3.1(5) of the SFP is amended and restated as follows:

“Provide twice weekly (at least two (2) pickups per week) courier services to and from all Department central office sites and other delivery sites in East Baton Rouge Parish as designated by the Department.”
20. With the execution of Amendment Number 24, the Contractor and the Department agree to allow Contractor to notify and migrate electronic claims submitters from the Bulletin Board System (BBS) to the Secure File Transfer Protocol (SFTP). Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.
21. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training

Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.

22. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall provide a preliminary schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2023, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.
23. With the execution of Amendment Number 24, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for additional twelve (12) month periods beyond December 31, 2023, based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations, Provider Management Maintenance and Operations, and PAI Maintenance and Operations will not increase through the next two (2) twelve (12) month extensions.
24. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, Provider Management Maintenance and Operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department.

The Contractor shall:

- a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include:
  - i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover.
  - ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available.
  - iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available.
  - iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.
- b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.

- c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:
  - i. Claims processing data entry.
  - ii. Computer operations, including cycle monitoring procedures.
  - iii. Controls and balancing procedures.
  - iv. Exception claims processing.
  - v. Other manual procedures.
  - vi. Quality Control and Quality assurance procedures.
  - vii. Documentation of the design change request and system development life cycle methodology.
  - viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.
  - ix. Use of reporting tools across the MMIS System's multiple platforms.
- d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.
- e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.
- f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.
- g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.
- h. Maintain staffing levels required during and until the entire turnover process is complete.
- i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.
- j. Not restrict staff from becoming employees of the successor contractor.
- k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.
- l. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time under a

separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.

25. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.
26. All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

*[Signatures on the following page]*

This amendment has been duly signed by authorized representatives of the parties, intending to be legally bound and shall become effective as of the date the Director of the Office of State Procurement has affixed her signature hereto.

**Gainwell Technologies LLC**

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Signature

President and Chief Executive Officer

Title

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Date

**State of Louisiana  
Department of Health**

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Signature

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Title

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Date

**Approved:  
State of Louisiana  
Division of Administration**

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Signature

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Title

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Date

## **Exhibit A**

For purposes of this Amendment 24 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.

<b>SFP Section Number and Description</b>	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase-In	2.3(8) Subsystem-Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem-Hospital Pre-Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission
2.11.5 Merging Community Care/EPSDT	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 & 7) C (4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provider the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted
2.7.6.2.3.1 Objectives	2.7.6.2.3.2 Description

**Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension**  
**Amendment 24 – January 1, 2023 through December 31, 2023**

	Current Contract Language from Amendment 23		New Contract Language from Amendment 24	LDH Comments	Pages																																																																																																																																																																																																				
1A	The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Three (23) to the Agreement. To the extent that there is a conflict between Amendment 23 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 23 shall control.	1A	The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Four (24) to the Agreement. To the extent that there is a conflict between Amendment 24 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 24 shall control.	Amendment 24, updates the priority of the documents to include Amendment 24	45 of 155																																																																																																																																																																																																				
2A	“Amendment Number 23 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 23 extends the term of the Contract for an addition twelve (12) months encompassing the period of January 1, 2022 through December 31, 2022 (referred to hereinafter as “Extension Year 2022”).”	2A	“Amendment Number 24 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 24 extends the term of the Contract for an addition twelve (12) months encompassing the period of January 1, 2023 through December 31, 2023 (referred to hereinafter as “Extension Year 2023”).”	Amendment 24 identifies the effective date of contract: January 1, 2023 through December 31, 2023	48 of 155																																																																																																																																																																																																				
2B	“By Amendment Number 23 to the Contract, the contract life is extended from January 1, 2022 through December 31, 2022 or until the contract is terminated, in accordance with the terms set forth in the Agreement.”	2B	“By Amendment Number 24 to the Contract, the contract life is extended from January 1, 2023 through December 31, 2023 or until the contract is terminated, in accordance with the terms set forth in the Agreement.”	Amendment 24 extends the contract from January 1, 2023 through December 31, 2023	50 of 155																																																																																																																																																																																																				
3	<div>With the execution of Amendment 23, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2022:</div> <table><tr><th>LDH Billing Schedule</th><th>Base Ops (incl. Legacy Prov. Enroll)</th><th>Prov Mgmt M&amp;O</th><th>PAI Project</th><th>FDB Medicaid / Drug Rebate Module</th><th>Total</th></tr><tr><td>January 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,852</td><td>\$25,000</td><td>\$4,496,649</td></tr><tr><td>February 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>March 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>April 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>May 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>June 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>July 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>August 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>September 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>October 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>November 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>December 2022</td><td>\$4,107,582</td><td>*\$326,215</td><td>**\$37,851</td><td>\$ -</td><td>\$4,471,648</td></tr><tr><td>Total</td><td>\$49,290,984</td><td>*\$3,914,580</td><td>**\$454,213</td><td>\$25,000</td><td>\$53,684,777</td></tr></table> <div>Per Amendment 21, the Contractor will not bill LDH until the provider enrollment Maintenance and Operations phase begins Per Amendment 22, the Contractor will not bill LDH until the PAI Maintenance and Operation phase begins. The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments) that are paid or adjusted. The above fixed price is for unlimited transactions.</div>	LDH Billing Schedule	Base Ops (incl. Legacy Prov. 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This is a 2% increase from last year’s pricing.	2, 72 of 155
LDH Billing Schedule	Base Ops (incl. Legacy Prov. Enroll)	Prov Mgmt M&O	PAI Project	FDB Medicaid / Drug Rebate Module	Total																																																																																																																																																																																																				
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Apr-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
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Jun-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
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Aug-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
Sep-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
Oct-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
Nov-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
Dec-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880																																																																																																																																																																																																		
Total	\$50,286,720	\$ (603,000)	\$ 524,520	\$4,073,640	\$ 472,680	\$25,975	\$54,780,535																																																																																																																																																																																																		



**Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension**  
**Amendment 24 – January 1, 2023 through December 31, 2023**

	<p>Additionally, the Contractor will bill the following services individually as indicated:</p> <table><tr><th>Project Name</th><th>Month of Service Billing Amount</th><th>Monthly Charge</th></tr><tr><td>Excess Postage (existing mailings, i.e. postage for special mailings to providers and/or recipients more than 500 pieces)</td><td>January thru December</td><td>Actual amount of excess postage costs</td></tr></table> <div><div></div><table><tr><th>No. of Pages in Mailing*</th><th>#10 Envelope</th><th>Flat Envelope (9 x 13 inches)</th></tr><tr><td>One (1)-page mailing</td><td>\$0.86813</td><td>\$1.70813</td></tr><tr><td>Two (2)-page mailing</td><td>\$0.87627</td><td>\$1.72440</td></tr><tr><td>Three (3)-page mailing</td><td>\$0.90067</td><td>\$2.02067</td></tr><tr><td>Four (4)-page mailing</td><td>\$0.91693</td><td>\$2.03693</td></tr><tr><td>Five (5)-page mailing</td><td>\$0.93320</td><td>\$2.05320</td></tr></table><p><i>* Applies to mailings greater than 500 pieces</i></p><p>All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate contractor will require separate pricing.</p></div>	Project Name	Month of Service Billing Amount	Monthly Charge	Excess Postage (existing mailings, i.e. postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs	No. of Pages in Mailing*	#10 Envelope	Flat Envelope (9 x 13 inches)	One (1)-page mailing	\$0.86813	\$1.70813	Two (2)-page mailing	\$0.87627	\$1.72440	Three (3)-page mailing	\$0.90067	\$2.02067	Four (4)-page mailing	\$0.91693	\$2.03693	Five (5)-page mailing	\$0.93320	\$2.05320		<p>Additionally, the Contractor will bill the following services individually as indicated:</p> <table><tr><th>Project Name</th><th>Month of Service Billing Amount</th><th>Monthly Charge</th></tr><tr><td>Excess Postage (existing mailings, i.e. postage for special mailings to providers and/or recipients more than 500 pieces)</td><td>January thru December</td><td>Actual amount of excess postage costs</td></tr></table> <p>Large mailings, those more than 500 pieces, will be priced according to the following schedule:</p> <table><tr><th>No. of Pages in Mailing*</th><th>#10 Envelope</th><th>Flat Envelope (9 x 13 inches)</th></tr><tr><td>One (1)-page mailing</td><td>\$0.98549</td><td>\$1.85937</td></tr><tr><td>Two (2)-page mailing</td><td>\$0.99380</td><td>\$1.87613</td></tr><tr><td>Three (3)-page mailing</td><td>\$1.01868</td><td>\$2.18129</td></tr><tr><td>Four (4)-page mailing</td><td>\$1.03527</td><td>\$2.19804</td></tr><tr><td>Five (5)-page mailing</td><td>\$1.05186</td><td>\$2.21480</td></tr></table> <p><i>* Applies to mailings greater than 500 pieces</i></p> <p><u>Pricing includes:</u></p> <ol style="list-style-type: none"><li><u>Supplies – paper, toner, envelope, mail machine ink</u></li><li><u>USPS postage costs</u></li><li><u>Labor costs for printer &amp; folding setup, printing, inserting, postage metering and mailing</u></li></ol> <p><u>This above pricing assumes:</u></p> <ol style="list-style-type: none"><li><u>All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges</u></li><li><u>Any mailouts exceeding 5 pages will be priced separately</u></li></ol>	Project Name	Month of Service Billing Amount	Monthly Charge	Excess Postage (existing mailings, i.e. postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs	No. of Pages in Mailing*	#10 Envelope	Flat Envelope (9 x 13 inches)	One (1)-page mailing	\$0.98549	\$1.85937	Two (2)-page mailing	\$0.99380	\$1.87613	Three (3)-page mailing	\$1.01868	\$2.18129	Four (4)-page mailing	\$1.03527	\$2.19804	Five (5)-page mailing	\$1.05186	\$2.21480	Amendment 24 mail-out cost increase applies to 500 pieces or greater. Excess postage will be billed as stated in the 2003 SFP, <b>Section 5.3.4 Increase in Postage Rates.</b>	2-3, 72-73 of 155
Project Name	Month of Service Billing Amount	Monthly Charge																																																			
Excess Postage (existing mailings, i.e. postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs																																																			
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4	With the execution of this Amendment Number 23, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.	4	With the execution of this Amendment Number 24, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.	Amendment 24 only changed the number of the amendment from 23 to 24; all other all language remains the same.	3, 73 of 155																																																
5	With the execution of this Amendment Number 23, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by	5	With the execution of this Amendment Number 24, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with	Amendment 24 changed the number of the amendment from 23 to 24; amendment 24 added/updated language.	3, 73 of 155																																																

## Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension

### Amendment 24 – January 1, 2023 through December 31, 2023

	the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.		or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.		
6	With the execution of Amendment Number 23, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate June, 2022 and will be replaced by Claims Xten.	6	With the execution of Amendment Number 24, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate March 2023 and will be replaced by Claims Xten	Amendment 24 changed the number of the amendment from 23 to 24; amendment 24 added/updated language.	3-4, 73 of 155
7	The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 23 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 23 shall replace and completely supersede the Exhibit A that was attached to Amendment 21 to the Agreement.	7	The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 24 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 24 shall replace and completely supersede the Exhibit A that was attached to Amendment 23 to the Agreement.	Amendment 24 only changed the number of the amendment from 23 to 24; all other all language remains the same.	4, 74 of 155
8	The Contractor will ensure key personnel are able to sustain operations during transitional phases. The contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise are planned, development, implemented and maintained by engaging in discussion and providing historical context.	8	The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.	Amendment 24 changed the number of the amendment from 23 to 24; amendment 34 added/updated language.	4, 74 of 155
9	With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment Twenty (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.	9	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment Twenty (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.	Amendment 24 only changed the number of the amendment from 23 to 24; all other all language remains the same.	4, 74 of 155
10	With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.	10	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.	Amendment 24 only changed the number of the amendment from 23 to 24 all other language remains the same.	4, 74 of 155
11	With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services.	11	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services. The Department will not be responsible for payment for such services until the PAI Operations and Maintenance phase begins, which commences upon approval of the “3rd Party Vetting Process" document by both parties.	Amendment 24 changed the number of the amendment from 23 to 24; amendment 24 added/updated language.	4, 74 of 155

**Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension**  
**Amendment 24 – January 1, 2023 through December 31, 2023**

12	<p>With the execution of Amendment Number 23, the Contractor agrees to comply with all applicable requirements for CMS’ National Correct Coding Initiative (NCCI), which promotes national correct coding methodologies and reduces improper coding which may result in inappropriate payments of Medicare Part B claims and Medicaid claims. In accordance with the Patient Protection and Affordable Care Act, compatible NCCI methodologies must be incorporated in the Department’s systems for processing Medicaid claims. The Contractor, as the Department’s Fiscal Intermediary, shall implement and use compatible NCCI methodologies in paying applicable Medicaid claims.</p> <p>With the execution of Amendment Number 23, the Contractor shall:</p> <p>a. Comply with all Federal and State Laws, rules, regulations, policies, [procedures, and manual related to Medicaid NCCI files and/or secure RISSNET portal.</p> <p>b. Limit disclosure of the Medicaid NCCI files posted on the secure RISSNET portal to only those responsible for the implementation of the quarterly state Medicaid NCCI edit files.</p> <p>c. After the start of the new calendar quarter, disclose only non-confidential information contained in the Medicaid NCCI edit files that is also available to the general public found on the Medicaid NCCI webpage.</p> <p>d. Agree to use any nonpublic information from the quarterly state Medicaid NCCI edit files only for any business purposes directly related to the implementation of the Medicaid NCCI methodologies in the State.</p> <p>e. Not publish or otherwise share any new, revised, or deleted Medicaid NCCI edits with individuals, medical societies, or any other entities except a Contracted Party prior to the posting of the Medicaid NCCI edits on the Medicaid NCCI webpage. Contracted Parties is defined as the Contractor, the Department’s contracted Medicaid managed care entities, and any contractor or subcontractor (including COTS software vendors) that assists with implementation of claims processing or encounter data, and who must use the Medicaid NCCI files posted on the secure RISSNET portal for processing purposes.</p> <p>f. Not implement new, revised, or deleted Medicaid NCCI edits prior to the first day of the calendar quarter.</p> <p>g. Not release additional information for selected individual edits or limited ranges of edits from the files posted on the secure RISSNET portal without prior written approval from the Department.</p> <p>h. Be subject to the imposition of penalties of no more than \$2,500 per violation, and up to and including loss of contract or subcontract, for violation of any provisions relating to use of the secure RISSNET portal edit files or disclosure of related information. Notwithstanding the foregoing: (i) the maximum annual penalty amount in the case of violations caused by gross negligence or willful neglect shall be \$500,000, and (ii) the maximum annual penalty amount in the case of all other violations shall be \$250,000. For the purposes of this Section 13(h), a “violation” shall be defined as a single event or action and shall not be calculated on a per record disclosed or other occurrence basis.</p> <p>i. Ensure that its contractor or subcontractor (including COTS software vendors) that must use the Medicaid NCCI files posted on the secure RISSNET portal to assist with processing claims or encounter data complies with the requirements set forth herein in items a through h above.</p>	12	<p>With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).</p>	<p>Amendment 24 only changed the number of the amendment from 23 to 24; extending the terms and conditions of Amendment 23 CMS NCCI requirements.</p>	4, 74 of 155
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**Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension**  
**Amendment 24 – January 1, 2023 through December 31, 2023**

	All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect				
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## Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension

### Amendment 24 – January 1, 2023 through December 31, 2023

NEW		13	With the execution of Amendment 24, the Contractor and the Department agree to implementation of electronic submission for all prior authorization requests and supporting information via e-PA. Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.	Amendment 24 adds language to address implementation of PA electronic submission.	4, 74 of 155
NEW		14	With the execution of Amendment Number 24, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.	Amendment 24 adds language to address implementation of cover sheets for hardcopy crossover claims.	4-5, 74-75 of 155
NEW		15	With the execution of Amendment Number 24, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.	Amendment 24 adds language to address implementation of paper claim submission requirements aligned w/EDI.	5, 75 of 155
NEW		16	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall develop fillable PDF enrollment packets that can be printed and submitted via hardcopy, if the provider desires. The fillable PDF enrollment packet will be available on LaMedicaid.com. Provider communication will be developed and posted to LaMedicaid.com by January 1, 2023.	Amendment 24 adds language to address fillable documents.	5, 75 of 155
NEW		17	With the execution of Amendment Number 24, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.	Amendment 24 adds language to address storage of files.	5, 75 of 155
NEW		18	With the execution of Amendment Number 24, the Contractor and the Department agree to decommission JSURS effective December 31, 2022.	Amendment 24 adds language to address JSURS decommissioning. A24 Exhibit A will be updated to remove all references to JSURS in the curent SFP.	5, 75 of 155
NEW		19	With the execution of Amendment Number 24, the Contractor and the Department agree that 2.6.3.1(5) of the SFP is amended and restated as follows:  “Provide twice weekly (at least two (2) pickups per week) courier services to and from all Department central office sites and other delivery sites in East Baton Rouge Parish as designated by the Department.”	Amendment 24 adds language to address courier services.	5, 75 of 155
NEW		20	With the execution of Amendment Number 24, the Contractor and the Department agree to allow Contractor to notify and migrate electronic claims submitters from the Bulletin Board System (BBS) to the Secure File Transfer Protocol (SFTP). Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022	Amendment 24 adds language to allow GW to notify and migrate submitters from BBS.	5, 75 of 155

## Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension

### Amendment 24 – January 1, 2023 through December 31, 2023

NEW		21	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.	Amendment 24 adds language to address mailings of hardcopy provider training manuals.	5, 75 of 155
NEW		22	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall provide a preliminary schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2023, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.	Amendment 24 adds language to address GW providing of costs for base operations including technical areas.	6, 75- 76 of 155
NEW		23	With the execution of Amendment Number 24, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for additional twelve (12) month periods beyond December 31, 2023, based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations, Provider Management Maintenance and Operations, and PAI Maintenance and Operations will not increase through the next two (2) twelve (12) month extensions.	Amendment 24 adds language to address scope/service delivery costs for next 2 contract extensions.	6, 76 of 155
NEW		24	<p>With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, Provider Management Maintenance and Operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include: <ul style="list-style-type: none"> <li>i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover.</li> <li>ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available.</li> <li>iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available.</li> <li>iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.</li> </ul> </li> <li>b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.</li> <li>c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must</li> </ul>	Amendment 24 adds language to address turnover requirements.	6-8, 76-78 of 155

**Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension**  
**Amendment 24 – January 1, 2023 through December 31, 2023**

			<p>be completed at least two (2) months prior to the specified turnover date. Training shall include:</p> <ul style="list-style-type: none"><li>i. Claims processing data entry.</li><li>ii. Computer operations, including cycle monitoring procedures.</li><li>iii. Controls and balancing procedures.</li><li>iv. Exception claims processing.</li><li>v. Other manual procedures.</li><li>vi. Quality Control and Quality assurance procedures.</li><li>vii. Documentation of the design change request and system development life cycle methodology.</li><li>viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.</li><li>ix. Use of reporting tools across the MMIS System’s multiple platforms.</li></ul> <p>d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.</p> <p>e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.</p> <p>f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.</p> <p>g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.</p> <p>h. Maintain staffing levels required during and until the entire turnover process is complete.</p> <p>i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.</p> <p>j. Not restrict staff from becoming employees of the successor contractor.</p> <p>k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.</p> <p>l. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time and under a separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another</p>		
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**Gainwell Technologies (Fiscal Intermediary) CY 2023 Contract Extension**  
**Amendment 24 – January 1, 2023 through December 31, 2023**

			Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.		
NEW		25	<p>With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.</p> <p>All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.</p>	Amendment 24 adds language to address process of hardware, equipment upgrades, downgrades, decentralizing, and or removal.	8, 78 of 155
			<p>Exhibit A</p> <p>For purposes of this Amendment 24 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.</p>	Amendment 24 updates Exhibit A “Eliminated Requirements”	95-96 of 155



## Agenda Item #5

Review and approval of  
contract between the office  
of group benefits and  
Caremark PCS Health, LLC



**STATE OF LOUISIANA**  
DIVISION OF ADMINISTRATION  
**OFFICE OF GROUP BENEFITS**



**Office of Group Benefits**

**September 16, 2022 JLCB Meeting**

**Caremark PCS Health, LLC ("CVS Caremark")**

*Pharmacy Benefit Manager Services Contract Overview*

## CVS Caremark

### *PBM Services Contract Overview & Comparison to Current PBM Emergency Contract*

	Express Scripts	CVS Caremark
<b>Contract Purpose</b>	To provide PBM services to support certain self-funded health plans offered by OGB.	
<b>Eligible Participants</b>	Members enrolled in the Magnolia Open Access, Magnolia Local, Magnolia Local Plus, and Pelican HRA1000 plans.	
<b>PBM Members as of 9/1/2022<sup>1</sup></b>	198,293	
<b>Contract Type</b>	Emergency	Regular
<b>Contract Term</b>	1 year (12 months)	3 years (36 months)
<b>Beginning Contract Date</b>	01/01/2022	01/01/2023
<b>Ending Contract Date</b>	12/31/2022	12/31/2025
<b>Renewable Options</b>	None	Up to 24 additional months
<b>Procurement Method</b>	SFO	RFP
<b>Contract Maximum Payable Amount<sup>2</sup></b>	\$602,142,205.00	\$2,070,144,000.00
<b>Year 1 Total Projected Contract Expenditures, Net of Projected Rebates<sup>3</sup></b>	\$489,329,000	\$401,835,000
<b>Year 2 Total Projected Contract Expenditures, Net of Projected Rebates<sup>3</sup></b>	N/A	\$425,419,000
<b>Year 3 Total Projected Contract Expenditures, Net of Projected Rebates<sup>3</sup></b>	N/A	\$454,117,000

<sup>1</sup> Based on the 9/01/2022 member participation counts for the BCBSLA Magnolia Open Access, Magnolia Local, Magnolia Local Plus, and Pelican HRA1000 plans.

<sup>2</sup> The maximum payable amount does not include expected rebates.

<sup>3</sup> Projections performed by Buck Global, LLC, and are based on the pricing terms associated with the current Express Scripts emergency contract and the proposed CVS Caremark contract, for a sample of claims.

## CVS Caremark

### Financial Summary

CVS Caremark's pricing was compared to the current emergency contract with Express Scripts and the 2020 RFP offer from CVS Caremark for reference. The exhibit below summarizes projected first-year (2023) and three-year (2023-2025) estimated plan costs, relative to current Express Scripts pricing.

	Express Scripts Current Contract (2022)	CVS Caremark (2023 Pricing from the 2020 Proposal) <sup>4</sup>	CVS Caremark 2023-2025 (Market Check Pricing)	CVS Caremark 2023-2025 (Final Negotiated Pricing)
<b>Year 1 Total Projected Cost, Net of Projected Rebates (2023)</b>	\$489,329,000	\$470,713,000	\$465,312,000	\$401,835,000
<b>Savings Compared to Current Contract</b>	N/A	(\$18,616,000)	(\$24,017,000)	(\$87,494,000)
<b>% Savings Compared to Current Contract</b>	N/A	(3.8%)	(4.9%)	(17.9%)
<b>3-Year Total Projected Cost, Net of Projected Rebates (2023- 2025)</b>	\$1,615,377,000	\$1,561,032,000	\$1,483,634,000	\$1,281,371,000
<b>Savings Compared to Current Contract</b>	N/A	(\$54,345,000)	(\$131,743,000)	(\$334,006,000)
<b>% Savings Compared to Current Contract</b>	N/A	(3.4%)	(8.2%)	(20.7%)

\*The results above show the projections and combined savings in both the Commercial plan and EGWP plan.

\*The projected amounts include a trend to account for increased utilization and increased pharmaceutical costs.

The final pricing which was obtained after further negotiations with CVS Caremark shows that, over the 3-year contract, OGB expects a savings of approximately **\$334 million**, a **20.7%** improvement relative to the current 2022 pricing terms with Express Scripts.

<sup>4</sup> CVS Caremark's Proposal to the 2020 RFP included pricing for 2023.

## CVS Caremark

### *Background Information*

- In 2020, OGB issued an RFP for PBM services. Upon completion of the competitive RFP process, CVS Caremark was awarded the Contract on July 9, 2020. MedImpact protested the award and the award was stayed.
- The Chief Procurement Officer (“CPO”) upheld the award to CVS Caremark. MedImpact then appealed the CPO’s decision to the Commissioner of Administration. The Commissioner of Administration also upheld the award. MedImpact challenged the Commissioner’s decision by filing a Petition for Judicial Review with the Nineteenth Judicial District Court in Baton Rouge. The Judge in the Nineteenth JDC overturned the Commissioner’s decision. In so ruling, the Judge cancelled the contract award to CVS Caremark and also cancelled the RFP.
- Since litigation was pending and OGB is required to have PBM services in place for its members, OGB negotiated an Emergency Contract with CVS Caremark beginning January 1, 2021. Subsequently, JLCB did not approve the Emergency Contract with CVS Caremark. As a result, OGB entered into an Emergency Contract with MedImpact for PBM services for calendar year 2021.
- In 2021, since litigation over the 2020 RFP was still pending, OGB issued a Solicitation for Offers (“SFO”). MedImpact and Express Scripts submitted offers. After evaluation, Express Scripts’ offer was selected and OGB entered into an Emergency Contract with Express Scripts for calendar year 2022.
- CVS Caremark and OGB appealed the District Court’s decision to the First Circuit Court of Appeal. After extensive briefing, oral arguments were heard on February 21st of this year. On June 3, 2022, the First Circuit issued its ruling which reversed the decision of the District Court. In its Opinion, the First Circuit expressly reinstated the Commissioner of Administration’s decision and upheld and reinstated the award of the PBM services contract to CVS Caremark.
- Upon receipt of the Court’s Order, OGB, in conjunction with its contract actuarial services firm, conducted a “Market Check” (an exercise to evaluate the competitiveness of PBM pricing) which OGB then used to negotiate better pricing terms from CVS Caremark.

# Agenda Item #6

Deputy Sheriffs'  
supplemental pay



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## JOHN M. SCHRODER

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LOUISIANA STATE TREASURER

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P.O. Box 44154  
Baton Rouge, LA 70804

October 24, 2022

Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44486, Capitol Station  
Baton Rouge, LA 70804

Dear Representative Zeringue:

Attached is a spreadsheet detailing requests for back pay for Deputy Sheriffs' Supplemental pay which has been approved by the Deputy Sheriff Supplemental Pay Board as per Act 110 of 1982. Please place this item on the agenda for the next meeting.

Total requested prior year funds: \$38,642.59.

If we may be of further assistance in this matter, please call me or Stacey Guilbeau (225) 342-0698.

Sincerely,

Lindsay Schexnayder, CPA  
Chairman  
Deputy Sheriffs Supplemental Pay Board

LS/sg

Enclosures

No	Parish	Deputy Name	Dates Owed	Amount	Reason	Addl Info
1	Avoyelles	Alyssa Spina	8/16/21-6/30/22	\$ 5,262.88	sheriff clerk misunderstood rehire rules	added on August 2022 reconciliation
2	Avoyelles	Benjamin Scanridge	4/4/22-6/30/22	\$ 1,443.61	sheriff clerk misunderstood rehire rules	added on August 2022 reconciliation
3	Caddo	Ty Hayes	11/21/21-6/30/22	\$ 3,664.30		Added on September 2022 reconciliaton
4	Caddo	Caleb Roach	6/27/22-6/30/22	\$ 65.72		Added on September 2022 reconciliaton
5	Caldwell	Jocelyn Basco	7/1/21-6/30/22	\$ 6,000.00	sheriff's office had personnel changes and not aware she was not added	added on July 2022 reconciliation
6	Caldwell	Joshua Frederick	1/13/22-6/30/22	\$ 2,812.17	missed 1 year anniversary	added on July 2022 reconciliation
7	Caldwell	Zebulon Tucker	6/1/22-6/30/22	\$ 500.00	1 year anniversay	added on July 2022 reconciliation
8	Caldwell	Daniel Wouters	4/26/22-6/30/22	\$ 1,082.15	sheriff clerk unaware deputy not added	added on July 2022 reconciliation
9	East Baton Rouge	Corione Winters	5/24/22-6/30/22	\$ 631.44		Added on September 2022 reconciliaton
10	Jefferson	Patrick Elms	6/27/22-6/30/22	\$ 65.72		added on August 2022 reconciliation
11	Jefferson	Nathan Gex	4/4/22-6/30/22	\$ 1,443.61		added on August 2022 reconciliation
12	Jefferson	Daniel Zapico	6/27/22-6/30/22	\$ 65.72		added on August 2022 reconciliation
13	Lafayette	Donald Gilbert	4/1/22-6/30/22	\$ 1,492.90	prior service delayed	added to September 2022 reconciliaton
14	Lafourche	Courtney Bordelon	2/2/22-6/30/22	\$ 2,443.61	waiting on POST to verify Post Certificate still valid	added on July 2022 reconciliation
15	Lafourche	Bethany Collins	5/10/21-6/30/22	\$ 861.46	moved from clerical to deputy position	added on May 2022 reconciliaotn
16	Lafourche	Kadejah James	3/2/22-6/30/22	\$ 1,992.90	waiting on POST certificate	added on July 2022 reconciliation
17	Lafourche	Tanner Solar	8/19/21-6/22/22	\$ 5,213.59	waiting on POST certificate	added on July 2022 reconciliation
18	Lafourche	Christopher Whitney	3/23/22-6/30/22	\$ 1,647.87	waiting on POST certificate	added on July 2022 reconciliation
19	Red River	James Sarpty	5/13/22-6/30/22	\$ 812.17	sheriff clerk unaware deputy not added	added on September 2022 reconciliaton
21	St Tammany	Santos Aviles	6/21/22-6/30/22	\$ 164.30	documentation received after August reconciliation	added to September 2022 reconciliaton
20	St Tammany	Adam Price	6/15/22-6/30/22	\$ 262.88	documentation received after August reconciliation	added to September 2022 reconciliaton
22	St Tammany	Lee Rideout	5/19/22-6/30/22	\$ 713.59	documentation received after August reconciliation	added to September 2022 reconciliaton
<b>Grand Total</b>				<b>\$ 38,642.59</b>		