



## **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**

### **AGENDA**

Wednesday, October 18, 2023  
10:00 a.m.  
House Committee Room 5

#### **I. CALL TO ORDER**

#### **II. ROLL CALL**

#### **III. BUSINESS**

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. BA-7 Agenda
3. Facility Planning and Control Agenda
4. Review and approval of the Fiscal Year 2023-2024 operating budget for the Greater New Orleans Expressway Commission, in accordance with Section 2(C) of Act 875 of 1988
5. Presentation of a report by the Louisiana Legislative Auditor on certain Louisiana Department of Health Medicaid dental services contracts
6. Review and approval of an extension of a contract between the Louisiana Department of Health and DentaQuest USA Insurance Co., Inc., in accordance with the provisions of R.S. 39:1615(J)
7. Review and approval of an extension of a contract between the Louisiana Department of Health and MCNA Insurance Co., d/b/a MCNA Dental Plan, in accordance with the provisions of R.S. 39:1615(J)
8. Interpretation of legislative intent for appropriations contained in Act 397 of the 2023 Regular Session of the Legislature, in accordance with the provisions of R.S. 24:653(E)
9. Review and approval of Tax Increment Financing proposal to utilize 45% of the 4.45% state sales tax within the New Orleans BioDistrict within the city of New Orleans in accordance with the provisions of R.S. 33:9038.34(A)
10. Review 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(I)(9)
11. Review and approval of a contract between the University of Louisiana at Lafayette and Paciolan, LLC, for the implementation and support services of an electronic ticketing system, in accordance with R.S. 39:198(M)
12. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56

#### **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 Tuesday, October 17, 2023, 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 & Five-Year Base-Line Budget

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET  
STATE GENERAL FUND FISCAL STATUS STATEMENT  
FISCAL YEAR 2023-2024  
(\$ in millions)**

**October 18, 2023**

	<b><u>SEPTEMBER 2023</u></b>	<b><u>OCTOBER 2023</u></b>	<b><u>OCTOBER 2023 Over/(Under) SEPTEMBER 2023</u></b>
<b><u>GENERAL FUND REVENUE</u></b>			
Revenue Estimating Conference, May 18, 2023	\$11,925.400	\$11,925.400	\$0.000
FY 22-23 Revenue Carried Forward into FY 23-24	\$456.509	\$456.509	\$0.000
<b>Total Available General Fund Revenue</b>	<b><u>\$12,381.909</u></b>	<b><u>\$12,381.909</u></b>	<b><u>\$0.000</u></b>
<b><u>APPROPRIATIONS AND REQUIREMENTS</u></b>			
<b>Non-Appropriated Constitutional Requirements</b>			
Debt Service	\$437.822	\$437.822	\$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><u>\$529.145</u></b>	<b><u>\$529.145</u></b>	<b><u>\$0.000</u></b>
<b>Appropriations</b>			
General (Act 447 of 2023 RS)	\$11,273.050	\$11,273.050	\$0.000
Ancillary (Act 408 of 2023 RS)	\$10.500	\$10.500	\$0.000
Judicial (Act 400 of 2023 RS)	\$178.884	\$178.884	\$0.000
Legislative (Act 415 of 2023 RS)	\$87.447	\$87.447	\$0.000
Capital Outlay (Act 465 of 2023 RS)	\$166.819	\$166.819	\$0.000
<b>Total Appropriations</b>	<b><u>\$11,716.699</u></b>	<b><u>\$11,716.699</u></b>	<b><u>\$0.000</u></b>
<b>Other Requirements</b>			
Funds Bill (Act 410 of 2023 RS)	\$107.500	\$107.500	\$0.000
Transfer to Athletic Trainer Development Fund (pursuant to Act 495 of 2022 RS)	\$1.500	\$1.500	\$0.000
<b>Total Other Requirements</b>	<b><u>\$109.000</u></b>	<b><u>\$109.000</u></b>	<b><u>\$0.000</u></b>
<b>Total Appropriations and Requirements</b>	<b><u>\$12,354.845</u></b>	<b><u>\$12,354.845</u></b>	<b><u>\$0.000</u></b>
<b>General Fund Revenue Less Appropriations and Requirements</b>	<b>\$27.065</b>	<b>\$27.065</b>	<b>\$0.000</b>

## II. FY 2022-2023 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."

### FY23 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

**FY22 Surplus/(Deficit)** 726.521

#### FY23 General Fund - Direct Revenues:

Actual General Fund Revenues	13,867.361
General Fund - Direct Carryforwards to FY23	404.875
Other Transfers	0.335

**Total FY23 General Fund - Direct Revenues** 14,272.571

#### FY23 General Fund - Direct Appropriations & Requirements:

Draws of General Fund - Direct Appropriations	(10,588.613)
General Obligation Debt Service	(434.304)
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)
Transfers Out to Various Funds for 20-XXX	(148.632)
Transfers per Legislative Acts - Act 447 of 23RS - Funds Bill - Various Funds	(893.129)
Transfers to Coastal Protection and Restoration Fund (Z12) - Constitution 7:10.2 and R.S. 49:214.5.4	(25.810)
Transfer/Payment to LASERS/TRSL - Constitution 7:10.16. (B)(1)	(87.000)
Transfer to Budget Stabilization Fund (Z08) - R.S. 39:94. A. (2)(a)	(69.708)
Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15. (D) and 7:10.16. (B)(2)	(1,219.810)
Use of FY22 Surplus	(725.311)

**Total FY23 General Fund - Direct Appropriations & Requirements** (14,282.318)

**General Fund Direct Cash Balance** 716.774

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

General Fund - Direct Carryforwards to FY24	(432.168)
Unappropriated Use of FY22 Surplus	(1.209)
FY 23 adjustment completed in FY 24 - Remote Sellers - June 2023 taxes collected in July and distributed to LDR in August	21.271
FY24 Transfer from Department of Justice Legal Support Fund (JS5) - R.S. 49:259 (Excess over \$10 million cap)	27.863
FY24 Transfer to Mineral and Energy Settlement Fund (N07)	(2.500)
FY24 Transfer to Motor Carrier Regulation Fund (Y01)	(0.020)

**Total Adjustments** (386.764)

**Net General Fund Direct Surplus/(Deficit)** 330.010

## III. Current Year Items Requiring Action

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

The Hurricane and Storm Damage Risk Reduction System (HSDRSS) Projects were completed May 2022. At that time, the State's share of the total cost was \$1.19 billion, and in addition, the State faced accrued construction interest in excess of \$600 million. Federal legislation passed in December 2020 and December 2022, provides an option to forgive the accrued construction interest if the State makes specified required payments by September 30, 2021 and by September 30, 2023, which was achieved through payments totaling \$800 million and approved crediting of other projects totaling \$110 million. The State must pay the remaining principal by June 1, 2032. According to the U.S. Army Corps of Engineers, as of September 27, 2023, the State's remaining share of the total costs of the HSDRSS is \$240 million. However, additional crediting is under review by the Corp, which will further reduce the remaining amount owed.

# FIVE YEAR BASE LINE PROJECTION STATE GENERAL FUND SUMMARY APPROPRIATED

	Prior Fiscal Year 2022-23	Official Current Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025	Projected Fiscal Year 2025-2026	Projected Fiscal Year 2026-2027
<b>REVENUES:</b>					
Taxes, Licenses & Fees	\$16,035,000,000	\$15,277,400,000	\$15,102,900,000	\$14,665,600,000	\$14,935,500,000
Less Dedications	(\$3,746,900,000)	(\$3,352,000,000)	(\$3,211,400,000)	(\$3,177,400,000)	(\$3,208,900,000)
<b>TOTAL REC REVENUES</b>	<b>\$12,288,100,000</b>	<b>\$11,925,400,000</b>	<b>\$11,891,500,000</b>	<b>\$11,488,100,000</b>	<b>\$11,726,600,000</b>
<b>ANNUAL REC GROWTH RATE</b>		-2.95%	-0.28%	-3.39%	2.08%
<b>Other Revenues:</b>					
Carry Forward Balances	\$404,874,737	\$456,509,214	\$0	\$0	\$0
<b>Total Other Revenue</b>	<b>\$404,874,737</b>	<b>\$456,509,214</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL REVENUES</b>	<b>\$12,692,974,737</b>	<b>\$12,381,909,214</b>	<b>\$11,891,500,000</b>	<b>\$11,488,100,000</b>	<b>\$11,726,600,000</b>
<b>EXPENDITURES:</b>					
General Appropriation Bill (Act 447 of 2023 RS)	\$10,028,395,894	\$10,827,190,915	\$10,912,590,475	\$11,119,433,598	\$11,353,958,189
Ancillary Appropriation Bill (Act 408 of 2023 RS)	\$0	\$0	\$9,046,777	\$14,978,568	\$21,117,971
Non-Appropriated Requirements	\$526,904,967	\$529,145,269	\$547,884,908	\$548,268,038	\$536,545,365
Judicial Appropriation Bill (Act 400 of 2023 RS)	\$174,577,666	\$178,883,689	\$178,883,689	\$178,883,689	\$178,883,689
Legislative Appropriation Bill (Act 415 of 2023 RS)	\$85,777,844	\$87,296,566	\$87,296,566	\$87,296,566	\$87,296,566
Special Acts	\$0	\$0	\$12,530,524	\$12,530,524	\$12,530,524
Capital Outlay Bill (Act 465 of 2023 RS)	\$50,000,000	\$166,819,000	\$0	\$0	\$0
<b>TOTAL ADJUSTED EXPENDITURES (less carryforwards)</b>	<b>\$10,865,656,371</b>	<b>\$11,789,335,439</b>	<b>\$11,748,232,939</b>	<b>\$11,961,390,983</b>	<b>\$12,190,332,304</b>
<b>ANNUAL ADJUSTED GROWTH RATE</b>		8.50%	-0.35%	1.81%	1.91%
<b>Other Expenditures:</b>					
Carryforward BA-7s Expenditures	\$404,874,737	\$456,509,214	\$0	\$0	\$0
Supplemental Bills (Act 1 of 2023 1ES; Act 28 of 23 RS; Act 397 of 23 RS)	\$644,395,542	\$0	\$0	\$0	\$0
Funds Bills (Act 167 of 2022 RS; Act 410 of 2023 RS) and Other Transfers (Act 495 of 22RS; R.S. 100.121)	\$771,404,474	\$109,000,000	\$0	\$0	\$0
<b>Total Other Expenditures</b>	<b>\$1,820,674,753</b>	<b>\$565,509,214</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$12,686,331,124</b>	<b>\$12,354,844,653</b>	<b>\$11,748,232,939</b>	<b>\$11,961,390,983</b>	<b>\$12,190,332,304</b>
<b>PROJECTED BALANCE</b>	<b>\$6,643,613</b>	<b>\$27,064,561</b>	<b>\$143,267,061</b>	<b>(\$473,290,983)</b>	<b>(\$463,732,304)</b>
Oil Prices included in the REC forecast.	\$81.80	\$73.48	\$70.33	\$66.41	\$66.90

# Agenda Item #2


## BA-7 Agenda



**STATE OF LOUISIANA**  
Legislative Fiscal Office  
**BATON ROUGE**

Post Office Box 44097  
Capitol Station  
Baton Rouge, Louisiana 70804  
Phone: 225.342.7233  
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To: The Honorable Jerome "Zee" Zeringue  
Joint Legislative Committee on the Budget  
The Honorable Members of the Joint Legislative Committee on the Budget

From: Patrice Thomas, Deputy Legislative Fiscal Officer 

Date: October 11, 2023

Subject: Joint Legislative Committee on the Budget  
Meeting October 18, 2023

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the October 18<sup>th</sup> meeting of the Joint Legislative Committee on the Budget.

The LFO recommends approval of Regular BA-7 Numbers 1, 2, 4, 5, and 6. The LFO confirms that the proposed \$16 M Statutory Dedications expenditures detailed in BA-7 #3 is an allowable use of funds out of the Capital Outlay Savings Fund as specified in LA R.S.100.121(B). As these monies can be used to fund capital outlay projects generally, the request seeks to have the JLCB allocate these monies to a specific project related to the access road leading to the Acadiana Regional Airport as detailed in the BA-7. Approval of this BA-7 will fund this request and likewise reduce funds available for alternative, allowable projects in the future.

Also, attached is the Greater New Orleans Expressway Commission (GNOEC) budget analysis for FY 24.

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

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

**DEPARTMENT:** Executive

**AGENDA NO.:** 1

**AGENCY:** LA Commission on Law Enforcement

**ANALYST:** Daniel Druilhet

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Federal Program	\$0	0
Interagency Transfers:	\$0	State Program	\$5,000,000	0
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$5,000,000			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$5,000,000</u></b>	<b>Total</b>	<b><u>\$5,000,000</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase statutory dedications out of the Court Modernization and Technology Fund in the amount of \$5 M in the Louisiana Commission on Law Enforcement (LCLE). The Court Modernization and Technology Fund was created in Act 410 of the 2023 Regular Legislative Session (Funds Bill) upon recommendation by the Judicial Structure Task Force to promote uniform technology standards for the courts and clerks of court, with emphasis on assisting underfunded and underserved jurisdictions with their technological needs. The source of revenue for this fund is \$5 M SGF as appropriated through Act 410.

The LCLE will transfer the \$5 M in Statutory Dedications to the Louisiana Supreme Court. The Supreme Court intends to provide funding to city, parish, and district courts to modernize and update IT systems, secure personnel to provide cybersecurity services, update court management information systems, and perform court technology assessments. The Louisiana Supreme Court has not yet finalized a distribution plan among recipients. The LFO has contacted the Louisiana Supreme Court to get information related to projected expenditures for the Court Modernization and Technology Fund. The Louisiana Supreme Court has advised that it hopes to have a plan developed for projected expenditures on or after 10/10/23.

The \$5 M was recognized by the Revenue Estimating Conference on September 21, 2023. The cash balance of the fund as of 10/05/23 is \$5,001,750.

**II. IMPACT ON FUTURE FISCAL YEARS**

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

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

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

**October 18, 2023**

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

**DEPARTMENT:** Culture, Recreation & Tourism

**AGENDA NO.:** 2

**AGENCY:** Tourism

**ANALYST:** Chris Henry

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Administrative	\$0	0
Interagency Transfers:	\$0	Marketing	\$10,500,000	0
Self-Generated Revenue:	\$10,000,000	Welcome Centers	\$0	0
Statutory Dedications:	\$500,000			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$10,500,000</u></b>	<b>Total</b>	<b><u>\$10,500,000</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase budget authority by \$10.5 M for the Office of Tourism. Funding is comprised of \$10 M SGR from collections of the LA Tourist Promotion District and \$500,000 in dedications from the Events Incentive Fund. All expenditures made from the requested new budget authority are categorized as Other Charges.

**\$10 M - Tourism Initiatives**

The Office of Tourism is launching a new, multiyear promotional campaign beginning January 2024. The inaugural year will be designated the Year of Music, with subsequent years focusing on food, culture, history, and the outdoors. This BA-7 request would allow the agency to engage in a number of varying activities to promote and advertise the state as a tourist destination. The anticipated activities include:

1. \$4 M - Media Buying including parade floats, Las Vegas exosphere advertising, brand partnerships, music industry print and digital advertising, radio and streaming advertising, airport advertising, and Super Bowl 2025 promotion.
2. \$2 M - Event support and sponsorship including the New Orleans Jazz & Heritage Festival and jazz and blues music festivals around the country in Chicago, Atlanta, Dallas, Washington, DC, and New York.
3. \$2 M - International Advertising to expand in target markets through Brand USA.
4. \$900,000 - Rural Tourism initiatives including expanding the Civil Rights Trail, training for local tourism commissions, and a birding series in partnership with *Rolling Stone* featuring Louisiana musicians.
5. \$600,000 - Public Relations/ Brand Acts for augmented reality experiences, unique travel guides for tourists based on their musical tastes, and international media familiarization tours to promote the LA Music Trail.
6. \$300,000 - Campaign preparation of video and other assets for future campaigns.
7. \$100,000 - Social Media takeovers with homegrown artists and musicians to serve as tourism ambassadors.
8. \$100,000 - Acquisition of two vehicles for operational uses: a Ford F-250 and a Chevrolet Traverse. Costs include purchase along with safety outfitting and wrapping of vehicles to promote Louisiana tourism.

**\$500,000 - Events Incentive Program**

The Events Incentive Fund currently has a balance of \$5 M originating from a transfer of SGF in FY 22 authorized by the Funds Bill, Act 167, of the 2022 RS. Monies in the fund are authorized to be granted for attracting, planning, marketing, and conducting events in accordance with R.S. 51:1261. Currently, the Office of Tourism has received applications from two entities requesting assistance: the HBCU Legacy Bowl taking place February 24, 2024, in New Orleans at Tulane University's Yulman Stadium and the Ponchatoula Strawberry Festival taking place April 12-14, 2024, at the Ponchatoula Memorial Park. Grant amounts are still being determined, but cannot exceed \$250,000 for an event per statutory requirements. This BA-7 request includes enough budget authority to award the maximum amount in the event the entity is approved for that amount.

**II. IMPACT ON FUTURE FISCAL YEARS**

If this BA-7 is approved and all budgeted funding is expended out of the Events Incentive Fund, a balance of \$4.5 M would remain in the fund. The fund has no recurring source of revenue and if depleted in the future would need an additional deposit of SGF to continue supporting events.

**October 18, 2023**



# LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

## III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

October 18, 2023

# LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

**DEPARTMENT:** Transportation & Development

**AGENDA NO.:** 3

**AGENCY:** Engineering & Operations

**ANALYST:** Kimberly Fruge

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Engineering	\$0	0
Interagency Transfers:	\$0	Planning & Programming	\$0	0
Self-Generated Revenue:	\$0	Operations	\$16,000,000	0
Statutory Dedications:	\$16,000,000	Aviation	\$0	0
Federal Funds:	\$0	Multimodal Commerce	\$0	0
<b>Total</b>	<b><u>\$16,000,000</u></b>	<b>Total</b>	<b><u>\$16,000,000</u></b>	<b><u>0</u></b>

## I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase statutory dedications out of the Capital Outlay Savings Fund in the amount of \$16 M for the Operations Program within the Department of Transportation and Development (DOTD).

DOTD is partnering with Iberia Parish to relocate and construct an access road leading to the Acadiana Regional Airport, which is required for the construction of the First Solar manufacturing facility in the parish. The agreement also includes the construction of turn lanes on LA 3212 to ease traffic flow to and from the facility. Upon approval of this BA-7, DOTD will enter into a Cooperative Endeavor Agreement (CEA) with Iberia Parish. Iberia Parish will secure a contractor for both the construction of the access road and the turn lanes. Under the CEA, Iberia Parish will submit invoices to DOTD for reimbursement for the expenses directly related to the construction projects. The department estimates the cost of the access road leading to the airport to be approximately \$14 M and the cost of the turning lane on LA 3212 to be approximately \$2 M.

Note: The Capital Outlay Savings Fund is comprised of State General Fund that is deposited into the account by legislative appropriation. Monies in the fund can be used for capital outlay projects. The cash balance of the fund as of 10/04/23 is \$217,487,726. After accounting for all transfers in and out of the fund anticipated in FY 24, including this BA-7, the estimated remaining cash available would be \$54,910,877. The calculations are presented in the table below.

Cash Balance as of 10/04/23	\$217,487,726
Capital Outlay Obligations	(\$141,476,849)
FY 24 Anticipated Transfers	\$8,400,000
<u>August BA-7 Adjustment</u>	<u>(\$13,500,000)</u>
<b>Estimated Available Cash</b>	<b>\$70,910,877</b>
<u>October BA-7 Adjustment</u>	<u>(\$16,000,000)</u>
<b>Estimated Remaining Balance</b>	<b>\$54,910,877</b>

The fund has \$141,476,849 obligated for various capital outlay projects. Upon recognition by REC, an additional \$8.4 M is anticipated to be transferred into the fund from the projects that were included in the capital outlay budget with FY 23 surplus appropriations but were deemed null by the Division of Administration (\$1 M) or were vetoed by the Governor (\$7.4 M), pursuant to RS 39:100.121A(2)(b). At the August 11, 2023, meeting of the JLCB, \$13.5 M from the fund was appropriated to DOTD for the new terminal at the Port of New Orleans.

## II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years. However, the appropriation of \$16 M out of the Capital Outlay Savings Fund will increase the appropriations from this statutory dedication to a total of \$120,137,000 (\$90,637,000 from Act 465 + \$13,500,000 August BA-7 + \$16,000,000 requested BA-7) for FY 24 and decrease the fund balance of the statutory dedication by a like amount. The estimated remaining available cash for FY 24 and future years is estimated to be \$54,910,877.

**October 18, 2023**

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

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office confirms that Statutory Dedications out of the Capital Outlay Savings Fund can be used for the proposed purpose pursuant to LA R.S. 100.121(B), *“Monies in the fund shall be used only for the following purposes: (1) Providing funding for capital outlay projects . . .”*. In accordance with this provision, the LFO is not making a formal recommendation but verifying this BA-7 request provides for an allowable use of the Capital Outlay Savings Fund.

**October 18, 2023**

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

**DEPARTMENT:** Health

**AGENDA NO.:** 4

**AGENCY:** LA Emergency Response Network Board

**ANALYST:** Shawn Hotstream

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	LA Emergency Response Network Board	\$54,000	0
Interagency Transfers:	\$30,000			
Self-Generated Revenue:	\$24,000			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$54,000</u></b>	<b>Total</b>	<b><u>\$54,000</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase the LA Emergency Response Network's (LERN) total budget authority by \$54,000 (\$30,000 IAT and \$24,000 SGR). The original source of IAT is a grant from the Louisiana Highway Safety Commission (LHSC). The original source of SGR is a grant from the Living Well Foundation (LWF).

The LWF is a non-profit charity established in 2006 with goals to enhance the quality of health of citizens of Quachita Parish and 7 surrounding parishes. No state match is required.

\$30,000 - LHSC grant - Contract with the Association for the Advancement of Automotive Medicine (AAAM) to provide a two-day graded course for statewide trauma registrar/managers.

\$24,000 - Living Well Foundation grant - Provide training for clinicians/students in advanced stroke recognition and trauma care (Pre-hospital Trauma Life Support) in northeast Louisiana.

- \$5,750 - Course brochures
- \$18,250 - Training manuals

**II. IMPACT ON FUTURE FISCAL YEARS**

The Living Well Foundation grant totals \$25,000. Information provided by the DOA indicates the balance of \$1,000 not requested in this BA-7 will be annualized in the FY 25 LERN budget.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

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

**October 18, 2023**

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

**DEPARTMENT:** Wildlife & Fisheries

**AGENDA NO.:** 5

**AGENCY:** Office of Wildlife

**ANALYST:** Richie Anderson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Wildlife	\$445,928	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$445,928			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$445,928</u></b>	<b>Total</b>	<b><u>\$445,928</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase Statutory Dedications by \$445,928 out of the White Lake Property Fund for the Office of Wildlife. Funding will be used for professional services, acquisitions, and major repairs at the White Lake Property in Vermillion Parish. The monies in the White Lake Property Fund originate from agricultural leases and mineral revenues derived at the property, fees charged to use the property, and donations of private funds for the conservation of the property.

**Professional services - \$121,429**

The Louisiana Department of Wildlife and Fisheries (LDWF) entered into a Cooperative Endeavor Agreement (CEA) on June 1, 2023, with Ducks Unlimited Inc. for the White Lake Shoreline and Levee Stabilization Project. LDWF has committed \$121,429 to this agreement with Ducks Unlimited providing a match of \$300,000 (not budgeted) for a total of \$421,429. The project scope includes two portions. The first is rebuilding and rock armoring 450 feet of the flood control levee between White Lake and the Unit 2 location on the property. The second portion includes permitting, preliminary engineering and design, and future construction along the Gulf Intercoastal Waterway (GIWW) Shoreline, White Lake Shoreline, and Unit 2 Levee. The CEA shall terminate on December 31, 2024.

**Acquisitions - \$53,000**

Purchase of two surface drive Gator Tail boats and one trailer for use at the White Lake Property as transport over marsh areas during waterfowl hunts. LDWF received approval on August 24, 2023, from the Office of State Procurement (OSP) for this as a priority purchase.

**Major Repairs - \$271,499**

1. Repairs to the engine and drive gear on a 20-year-old airboat with an automobile engine. Ronnie's Airboat is an authorized dealer and has quoted the repair at \$32,854.
2. Repairs and upgrades to the White Lake Foreman House including HVAC and electrical replacement and repairs costing \$164,225. Additionally, replacing interior windows and trim is estimated to cost \$19,420. The total for repairs to the Foreman House is \$183,645.
3. Rental of a marsh excavator to make repairs on the Units 1 and 2 levees and to repair a small levee between the Coastal Prairie and the Unit 5 bass pond estimated at a rental cost of \$55,000.

**II. IMPACT ON FUTURE FISCAL YEARS**

At the beginning of FY 24 the White Lake Property Fund had a balance of \$4,087,303. The current appropriation for the White Lake Property Fund is \$1,315,429. If this BA-7 is approved the new appropriation from the fund would be \$1,761,357. If this full amount is expended it would diminish the amount available for future appropriations.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

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

**October 18, 2023**

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

**DEPARTMENT:** Wildlife & Fisheries

**AGENDA NO.:** 6

**AGENCY:** Office of Wildlife

**ANALYST:** Richie Anderson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Wildlife	\$5,250,229	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$5,250,229			
<b>Total</b>	<b><u>\$5,250,229</u></b>	<b>Total</b>	<b><u>\$5,250,229</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase Federal Funds budget authority by \$5,250,229 for the Office of Wildlife within the Louisiana Department of Wildlife and Fisheries (LDWF). The funding originates from various federal grants with unique purposes outlined below.

**Wildlife Restoration Data Management System- \$2,350,000**

An updated Data Management System for the Wildlife Division is currently in the RFP process led by the Office of Technology Services (OTS) and a vendor is expected to be selected in Spring 2024. The new system will consolidate various records and information throughout the agency into one home and enhance reporting and analysis tools. The funds included in this request are derived from the state's portion of a federal excise tax on ammunition and firearms. Due to collections increasing over the last four fiscal years, the apportionment of this funding has increased considerably. The new system is estimated to cost under \$5 M, this BA-7 would add \$2.35 M federal to an existing \$2 M SGF appropriation made in FY 23 from Act 199 of the 2022 RS to fund the new system.

**U.S. Forest Service - Kisatchie National Forest - \$303,245**

A Good Neighbor Agreement between LDWF and the U.S. Forest Service, Kisatchie National Forest for the Longleaf Flatwood Savanna Restoration Project was put into effect on June 20, 2023 for a total of \$1.4 M over 10 years ending in 2033. The main objective of this project is to ameliorate damage from wind events in 2020 and to advance the project area towards desired future conditions for the Longleaf Pine tree. These allocated funds will be used for forest management including tree planting, prescribed burning, timber harvesting, brush control, invasive species control, and hydrology restoration in the 7,300-acre area.

The FY 24 costs total \$303,245 comprised of \$233,245 from the original agreement and a supplement of \$70,000 from a cash modification to the grant. Funding is budgeted in FY 24 as follows:

\$161,650 - Other Compensation for part-time WAE positions, labor for two (2) botanists, graduate student researchers  
\$25,740 – Travel expenses including lodging and per-diem  
\$2,639 - Operating Services for fuel costs  
\$10,936 – Supplies for field work and sampling  
\$60,813 – Other Charges for a scientific contract agreement  
\$30,854 – Acquisitions for vehicle  
\$10,050 – Major Repairs for study plot chemical treatments  
\$563 – Interagency Transfers for GPS Software  
**\$303,245 - Total**

**Inflation Reduction Act - Lower Mississippi Valley Resilience Project- \$750,000**

Grant funding was awarded by the National Wildlife Refuges program provided through the Federal Inflation Reduction Act of 2022 to the LDWF. Funding is to be used for ecological forestry and hydrological restoration projects on state-owned

**October 18, 2023**

## LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

wildlife management areas. LDWF is budgeting the funds as Major Repairs anticipated to rebuild or restore waterfowl impoundments which were damaged by weather events at Wildlife Management Areas. Grant funds are available as of October 1, 2023 and all projects using the funding must be completed by September 30, 2026.

### **USDA – Animal Plant & Health Inspection Services (APHIS) - \$682,479**

1. A \$500,000 grant was awarded to the LDWF - Alligator and Disease Investigation Section to conduct research on the West Nile virus and Chlamydiaceae bacteria in alligators. LDWF will work collaboratively with the Louisiana State University (LSU) School of Veterinary Medicine to collect samples from alligators to both identify the passage of West Nile virus from female alligators to their hatchlings and to identify the species of Chlamydiaceae bacteria that have been found in alligators. This grant was awarded on August 1, 2023 and will end on July 30, 2024.

2. A \$182,479 grant for Chronic Wasting Disease (CWD) control and prevention in wild cervids (deer) was awarded on August 1, 2023 and will expire on June 30, 2024. This funding is for testing and surveillance activities and will provide infrastructure to support LDWF's hunters harvest CWD deer program. The program aims to collect heads of deer from the public so that they can be tested for CWD and properly disposed of in incinerators acquired through grant funds. Expenditures also include advertising and outreach to educate the public about the collection sites and implications of CWD.

### **America the Beautiful - Mississippi / LDWF collaborative award - \$914,505**

The Mississippi Department of Wildlife, Fisheries, and Parks was awarded an America the Beautiful Challenge grant from the National Fish and Wildlife Foundation (NFWF) in partnership with the Alabama Department of Conservation and Natural Resources and the LDWF for habitat restoration and conservation across the three states. This money is to be allocated towards advancing conservation and restoration projects such as restoring rivers, coasts, wetlands, watersheds, forests, grasslands, and important ecosystems. The grant funds were awarded in November 2022 with anticipated restoration projects completed by 2025. LDWF intends to expend the majority of funds as Other Charges expenses for projects on private and public lands. The total cost of the projects is \$1.1 M, with \$914,505 in Federal Funds sub-granted from the Mississippi NFWF award and the remaining funding sourced from matching funds.

Projects on public land will be located at the Sandy Hollow WMA and the Lee Memorial Forest for prescribed burning, Longleaf Pine planting, mulching, herbicide treatment, erosion repair, and exotic vegetation control with a cost totaling \$393,450, matched by a 10% state match of \$39,345 from currently budgeted Conservation Fund money.

Projects on private land will be located on 10 properties in St. Helena, Tangipahoa, and St. Tammany Parishes for prescribed burning, Longleaf Pine planting, mulching, herbicide treatment, debris removal, and exotic vegetation control with costs totaling \$711,440, matched by a 25% private match of \$177,860.

The remaining \$29,800, matched with an included \$2,980 (10%) state match from existing budgeted funds, will be used to compensate a portion of personal services for three (3) positions including a grant and contract coordination position, contract administration and management position, and an exotic vegetation control position.

### **Federally Funded Travel Costs - \$250,000**

In addition to the specific grant initiatives, the agency has projected an increase in travel expenditures paid by federal sources in the amount of \$250,000 for field work, conferences, workshops, education outreach, and meetings both in-and-out of state.

## **II. IMPACT ON FUTURE FISCAL YEARS**

Any remaining funds from multi-year grants included in this BA-7 request would be available for future appropriation through the budget development process until the grant awards reach their expiration.

## **III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

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

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
**BA-7 AGENDA**  
**October, 2023**

**A.       Fiscal Status Statement**


**B.       5-Year Base Line Projection**

**C.       Regular BA-7s**

1	EXEC	Executive Department (01-129) Louisiana Commission on Law Enforcement and the Administration of Criminal Justice
2	CRT	Department of Culture, Recreation and Tourism (06-267) Office of Tourism
3	DOTD	Department of Transportation & Development (07-276) Engineering and Operations
4	LDH	Louisiana Department of Health (09-324) Louisiana Emergency Response Network Board
5	WFIS	Department of Wildlife and Fisheries (16-513) Office of Wildlife
6	WFIS	Department of Wildlife and Fisheries (16-513) Office of Wildlife



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

<b>DEPARTMENT: EXECUTIVE</b>			<b>FOR OPB USE ONLY</b>			
<b>AGENCY: LCLE</b>			OPB LOG NUMBER <b>97</b>		AGENDA NUMBER <b>1</b>	
<b>SCHEDULE NUMBER: 01-129</b>			Approval and Authority:			
<b>SUBMISSION DATE: 8/30/2023</b>						
<b>AGENCY BA-7 NUMBER:</b>						
<b>HEAD OF BUDGET UNIT: JIM CRAFT</b>						
<b>TITLE: EXECUTIVE DIRECTOR</b>						
<b>SIGNATURE</b> <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small> 						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2023-2024</b>	<b>ADJUSTMENT (+) or (-)</b>	<b>REVISED FY 2023-2024</b>			
<b>GENERAL FUND BY:</b>						
DIRECT	\$9,078,909	\$0	\$9,078,909			
INTERAGENCY TRANSFERS	\$4,270,376	\$0	\$4,270,376			
FEES & SELF-GENERATED	\$371,273	\$0	\$371,273			
Regular Fees & Self-generated	\$0	\$0	\$0			
Subtotal of Fund Accounts from Page 2	\$371,273	\$0	\$371,273			
STATUTORY DEDICATIONS	\$9,009,425	\$5,000,000	\$14,009,425			
Tobacco Tax Health Care Fund (E32)	\$1,831,493	\$0	\$1,831,493			
Court Modernization and Technology Fund (JU6)	\$0	\$5,000,000	\$5,000,000			
Subtotal of Dedications from Page 2	\$7,177,932	\$0	\$7,177,932			
FEDERAL	\$37,852,300	\$0	\$37,852,300			
<b>TOTAL</b>	<b>\$60,582,283</b>	<b>\$5,000,000</b>	<b>\$65,582,283</b>			
AUTHORIZED POSITIONS	43	0	43			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	5	0	5			
<b>TOTAL POSITIONS</b>	<b>48</b>	<b>0</b>	<b>48</b>			
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
FEDERAL	\$38,439,885	29	\$0	0	\$38,439,885	29
STATE	\$22,142,398	19	\$5,000,000	0	\$27,142,398	19
Program 3	\$0	0	\$0	0	\$0	0
Program 4	\$0	0	\$0	0	\$0	0
Program 5	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$60,582,283</b>	<b>48</b>	<b>\$5,000,000</b>	<b>0</b>	<b>\$65,582,283</b>	<b>48</b>

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

<b>DEPARTMENT: EXECUTIVE</b>	<b>FOR OPB USE ONLY</b>	
<b>AGENCY: LCLE</b>	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER: 01-129</b>		
<b>SUBMISSION DATE: 8/30/2023</b>	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b>		

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

MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
Drug Abuse Education and Treatment Dedicated Fund Account (V02A)	\$371,273	\$0	\$371,273
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$371,273</b>	<b>\$0</b>	<b>\$371,273</b>
<b>STATUTORY DEDICATIONS</b>			
Crime Victims Reparations Fund (CR1)	\$5,697,932	\$0	\$5,697,932
Innocence Compensation Fund (JLJ6)	\$1,480,000	\$0	\$1,480,000
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$7,177,932</b>	<b>\$0</b>	<b>\$7,177,932</b>

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

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

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
 The funds for the State Program are for upgrades and improvements to the Criminal Management System for the Louisiana Supreme Court.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$5,000,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$5,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
 Without this request the Supreme Court will not receive the funds to upgrade their Criminal Management System.

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



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

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

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

The BA-7 has no programmatic impacts

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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

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

The BA-7 has no performance impacts.

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

There are no existing performance indicators associated with this BA-7.

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

There are no performance impacts.



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

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

PROGRAM 1 NAME: LOUISIANA COMMISSION ON LAW ENFORCEMENT - FEDERAL PROGRAM

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS			
	FY 2023-2024	ADJUSTMENT	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$587,585	\$0	\$587,585	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$37,852,300	\$0	\$37,852,300	\$0	\$0	\$0	\$0
TOTAL MOF	\$38,439,885	\$0	\$38,439,885	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,764,354	\$0	\$1,764,354	\$0	\$0	\$0	\$0
Other Compensation	\$154,389	\$0	\$154,389	\$0	\$0	\$0	\$0
Related Benefits	\$1,080,279	\$0	\$1,080,279	\$0	\$0	\$0	\$0
Travel	\$144,848	\$0	\$144,848	\$0	\$0	\$0	\$0
Operating Services	\$206,876	\$0	\$206,876	\$0	\$0	\$0	\$0
Supplies	\$78,072	\$0	\$78,072	\$0	\$0	\$0	\$0
Professional Services	\$1,589,500	\$0	\$1,589,500	\$0	\$0	\$0	\$0
Other Charges	\$31,759,387	\$0	\$31,759,387	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,662,180	\$0	\$1,662,180	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$38,439,885	\$0	\$38,439,885	\$0	\$0	\$0	\$0
POSITIONS							
Classified	25	0	25	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	25	0	25	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	4	0	4	0	0	0	0
TOTAL POSITIONS	29	0	29	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

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

PROGRAM 1 NAME: LOUISIANA COMMISSION ON LAW ENFORCEMENT - FEDERAL PROGRAM

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>OVER / (UNDER)</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	0	0	0	0	0	0



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

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

PROGRAM 2 NAME: LOUISIANA COMMISSION ON LAW ENFORCEMENT - STATE PROGRAM

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>							
Direct	\$8,491,324	\$0	\$8,491,324	\$0	\$0	\$0	\$0
Interagency Transfers	\$4,270,376	\$0	\$4,270,376	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$371,273	\$0	\$371,273	\$0	\$0	\$0	\$0
Statutory Dedications **	\$9,009,425	\$5,000,000	\$14,009,425	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$22,142,398</b>	<b>\$5,000,000</b>	<b>\$27,142,398</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$1,219,224	\$0	\$1,219,224	\$0	\$0	\$0	\$0
Other Compensation	\$8,034	\$0	\$8,034	\$0	\$0	\$0	\$0
Related Benefits	\$755,309	\$0	\$755,309	\$0	\$0	\$0	\$0
Travel	\$37,852	\$0	\$37,852	\$0	\$0	\$0	\$0
Operating Services	\$237,543	\$0	\$237,543	\$0	\$0	\$0	\$0
Supplies	\$27,091	\$0	\$27,091	\$0	\$0	\$0	\$0
Professional Services	\$1,211,198	\$0	\$1,211,198	\$0	\$0	\$0	\$0
Other Charges	\$18,437,246	\$0	\$18,437,246	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$208,901	\$5,000,000	\$5,208,901	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$22,142,398</b>	<b>\$5,000,000</b>	<b>\$27,142,398</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	16	0	16	0	0	0	0
Unclassified	2	0	2	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	1	0	1	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>19</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Drug Abuse Education and Treatment Dedicated Fund Account (V02A)	\$371,273	\$0	\$371,273	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Tobacco Tax Health Care Fund (E32)	\$1,831,493	\$0	\$1,831,493	\$0	\$0	\$0	\$0
Court Modernization and Technology Fund (J06)	\$0	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0
Crime Victims Reparations Fund (CR1)	\$5,697,932	\$0	\$5,697,932	\$0	\$0	\$0	\$0
Innocence Compensation Fund (J05)	\$1,480,000	\$0	\$1,480,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 2 NAME:		LOUISIANA COMMISSION ON LAW ENFORCEMENT - STATE PROGRAM				
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$0</b>	<b>\$5,000,000</b>
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## **QUESTIONNAIRE ANALYSIS**

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

### **GENERAL PURPOSE**

The purpose of the BA-7 is to add the Court Modernization and Technology Fund to LCLE's budget so it can be sent to the Louisiana Supreme Court to upgrade the Criminal Management System.

### **REVENUES**

\$5,000,000 in Statutory Dedications out of the Court Modernization and Technology Fund

### **EXPENDITURES**

\$5,000,000 in Interagency Transfers

### **OTHER**

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

DEPARTMENT: Culture, Recreation & Tourism			<b>FOR OPB USE ONLY</b>			
AGENCY: Tourism			OPB LOG NUMBER <span style="font-size: 1.5em; color: blue;">107R</span>		AGENDA NUMBER <span style="font-size: 1.5em; color: blue;">2</span>	
SCHEDULE NUMBER: 06-267			Approval and Authority:			
SUBMISSION DATE: 09/28/2023						
AGENCY BA-7 NUMBER: 267-24-02						
HEAD OF BUDGET UNIT: Nancy Watkins						
TITLE: Undersecretary						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small> <span style="font-family: cursive; font-size: 1.2em; color: blue;">Nancy Watkins</span>						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2023-2024</b>	<b>ADJUSTMENT (+) or (-)</b>	<b>REVISED FY 2023-2024</b>			
<b>GENERAL FUND BY:</b>						
DIRECT	\$1,001,896	\$0	\$1,001,896			
INTERAGENCY TRANSFERS	\$43,216	\$0	\$43,216			
FEES & SELF-GENERATED	\$31,442,872	\$10,000,000	\$41,442,872			
Regular Fees & Self-generated	\$31,442,872	\$10,000,000	\$41,442,872			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$9,000,000	\$500,000	\$9,500,000			
Major Events Incentive Fund (CTB)	\$9,000,000	\$0	\$9,000,000			
Events Incentive Fund (CTD)	\$0	\$500,000	\$500,000			
Subtotal of Dedications from Page 2	\$0	\$0	\$0			
FEDERAL	\$373,897	\$0	\$373,897			
<b>TOTAL</b>	<b>\$41,861,881</b>	<b>\$10,500,000</b>	<b>\$52,361,881</b>			
AUTHORIZED POSITIONS	76	0	76			
AUTHORIZED OTHER CHARGES	1	0	1			
NON-TO FTE POSITIONS	0	0	0			
<b>TOTAL POSITIONS</b>	<b>77</b>	<b>0</b>	<b>77</b>			
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Administration	\$2,555,223	7	\$0	0	\$2,555,223	7
Marketing	\$34,949,753	19	\$10,500,000	0	\$45,449,753	19
Welcome Centers	\$4,356,905	51	\$0	0	\$4,356,905	51
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$41,861,881</b>	<b>77</b>	<b>\$10,500,000</b>	<b>0</b>	<b>\$52,361,881</b>	<b>77</b>

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

<b>DEPARTMENT:</b> Culture, Recreation & Tourism	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Tourism	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER:</b> 06-267		
<b>SUBMISSION DATE:</b> 09/28/2023	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 267-24-02		

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

MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
<b>GENERAL FUND BY:</b>			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

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

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

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

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

Source of funding - Fees & Self-Generated and Statutory Dedication

This BA-7 appropriation request is to draw additional self-generated funds and events incentive fund dollars from the State Treasurer. The self-generated funds are to enable Tourism to continue with marketing efforts as identified on the attached document and the events incentive fund are to account for applicants for the events incentive fund. Moreover, any unexpended (non-awarded) events incentive dollars will be returned at year end. Additional information on the events incentive fund may be found in R.S. 51:1261.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$10,000,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$500,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$10,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

No additional personnel

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

Self-Generated funding is associated with the launch of Tourism's new multi-year campaign with year one (beginning January 1, 2024) designated the year of music. Subsequent years will be associated with our primary tourism pillars; music, food, culture/history, and outdoors.

Currently, the events incentive fund has received interest from two applicants for funding. If this request is postponed, it would result in those applicants to the fund being denied. Those expressing interest to date are HBCU Bowl and Strawberry Festival.

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

No expenses to the requests have been made.



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

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

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

Approval of this BA-7 will enable the Office of Tourism to more fully launch our new campaign, The Year of Music. Moreover, approval of the events incentive fund will enable the Office of Tourism to make awards to eligible events incentive fund applicants.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).  
There are no adjustments

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

No quantifiable direct correlations to performance indicators in the current fiscal year; however, any impacts would be seen after the marketing campaign.

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

Although these items will ultimately positively impact performance indicators, quantifying the impact of these items on performance indicators is difficult to discern.

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

Failure to approve would lessen the impact of Louisiana Tourism's marketing efforts around the year of music as well as result in eligible applicants to the events incentive fund being denied.



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

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

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>							
Direct	\$500,000	\$0	\$500,000	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$2,055,223	\$0	\$2,055,223	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$2,555,223</b>	<b>\$0</b>	<b>\$2,555,223</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$544,552	\$0	\$544,552	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$522,913	\$0	\$522,913	\$0	\$0	\$0	\$0
Travel	\$31,000	\$0	\$31,000	\$0	\$0	\$0	\$0
Operating Services	\$83,024	\$0	\$83,024	\$0	\$0	\$0	\$0
Supplies	\$14,695	\$0	\$14,695	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$500,000	\$0	\$500,000	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$859,039	\$0	\$859,039	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$2,555,223</b>	<b>\$0</b>	<b>\$2,555,223</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	6	0	6	0	0	0	0
Unclassified	1	0	1	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$2,055,223	\$0	\$2,055,223	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

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

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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

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

PROGRAM 2 NAME: Marketing

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$501,896	\$0	\$501,896	\$0	\$0	\$0	\$0
Interagency Transfers	\$43,216	\$0	\$43,216	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$25,030,744	\$10,000,000	\$35,030,744	\$0	\$0	\$0	\$0
Statutory Dedications **	\$9,000,000	\$500,000	\$9,500,000	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$373,897	\$0	\$373,897	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$34,949,753</b>	<b>\$10,500,000</b>	<b>\$45,449,753</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
EXPENDITURES:							
Salaries	\$1,138,164	\$0	\$1,138,164	\$0	\$0	\$0	\$0
Other Compensation	\$3,865	\$0	\$3,865	\$0	\$0	\$0	\$0
Related Benefits	\$620,433	\$0	\$620,433	\$0	\$0	\$0	\$0
Travel	\$169,000	\$0	\$169,000	\$0	\$0	\$0	\$0
Operating Services	\$4,512,919	\$0	\$4,512,919	\$0	\$0	\$0	\$0
Supplies	\$16,000	\$0	\$16,000	\$0	\$0	\$0	\$0
Professional Services	\$11,111,355	\$0	\$11,111,355	\$0	\$0	\$0	\$0
Other Charges	\$11,095,555	\$10,500,000	\$21,595,555	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$6,282,462	\$0	\$6,282,462	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$34,949,753</b>	<b>\$10,500,000</b>	<b>\$45,449,753</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
POSITIONS							
Classified	18	0	18	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	1	0	1	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>19</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$25,030,744	\$10,000,000	\$35,030,744	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Major Events Incentive Fund (CTB)	\$9,000,000	\$0	\$9,000,000	\$0	\$0	\$0	\$0
Events Incentive Fund (CTD)	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

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

PROGRAM 2 NAME: Marketing

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$10,000,000	\$500,000	\$0	\$10,500,000
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$10,000,000	\$500,000	\$0	\$10,500,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000,000</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$10,500,000</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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

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

PROGRAM 3 NAME: Welcome Centers

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$4,356,905	\$0	\$4,356,905	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$4,356,905</b>	<b>\$0</b>	<b>\$4,356,905</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$2,179,523	\$0	\$2,179,523	\$0	\$0	\$0	\$0
Other Compensation	\$301,640	\$0	\$301,640	\$0	\$0	\$0	\$0
Related Benefits	\$992,092	\$0	\$992,092	\$0	\$0	\$0	\$0
Travel	\$15,500	\$0	\$15,500	\$0	\$0	\$0	\$0
Operating Services	\$345,276	\$0	\$345,276	\$0	\$0	\$0	\$0
Supplies	\$110,380	\$0	\$110,380	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$112,494	\$0	\$112,494	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$4,356,905</b>	<b>\$0</b>	<b>\$4,356,905</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	51	0	51	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>51</b>	<b>0</b>	<b>51</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>51</b>	<b>0</b>	<b>51</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$4,356,905	\$0	\$4,356,905	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

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

PROGRAM 3 NAME: Welcome Centers

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## **BA-7 QUESTIONNAIRE**

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

### **GENERAL PURPOSE**

1. This BA-7 is requesting approval to draw dedicated, self-generated funding from the State Treasurer to further advance the Office of Tourism mission. Additionally, pursuant to R.S. 51:1261 – Events Incentive Fund, the Office of Tourism is seeking an appropriation from the fund to make financial awards to eligible applicants.

### **REVENUES**

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

#### **2. If Self-Generated Revenues**

- Funding provided by R.S. 51:1286 that provides for a sales and use tax be directed to the Office of Tourism for marketing and promotion of the State.
- Annual funding subject to adopted REC forecast and subsequent legislative appropriation to the agency
- Legislative appropriation for FY 2023-2024 is \$31,107,134 based on anticipated collections during the fiscal year.
- Fund balance at the end of FY 2022-2023 was approximately \$16.7M. Fund balances are created by collections beyond the adopted REC forecast and/or unexpended appropriations at year end.

#### **3. If Statutory Dedications**

- CTD – Events Incentive Fund was created pursuant to R.S. 51:1261 in FY 2022-2023 by action of the 2022 Regular Legislative Session.
- Current fund balance - \$5M per the May 18, 2023 adopted forecast
- Current year anticipated revenue – \$0. Future funding is subject to legislative appropriation.

### **EXPENDITURES**

4. Anticipated expenditures are based upon both the attached plan for marketing and advertising expenditure as well as anticipated events incentive fund applications.
5. Provide object details as part of explanation.

Program	Fund	LaGov G/L	Amount	Item
200	2670000200	5620068	\$100,000	vehicle acquisitions
200	2670000200	5620064	\$9,900,000	marketing and advertising
200	26700CTD00	5620064	\$500,000	events incentive funds

### **OTHER**

6. Billy Nungesser, Lt. Governor [bnungesser@crt.la.gov](mailto:bnungesser@crt.la.gov) 225-342-7009
7. Nancy Watkins, Undersecretary [nwatkins@crt.la.gov](mailto:nwatkins@crt.la.gov) 225-342-8201
8. Doug Bourgeois, Asst. Secretary [dbourgeois@crt.la.gov](mailto:dbourgeois@crt.la.gov) 225-342-8100

**LOUISIANA OFFICE OF TOURISM  
BA-7 REQUEST  
SEPTEMBER 27, 2023**


<b>FY24</b>		
<b>Initiative</b>	<b>Description</b>	<b>Budget</b>
<b>Social</b>		<b>\$100,000.00</b>
Social Media Music Influencers	Louisiana will work with homegrown artists and musicians to execute social media takeovers. This will promote Louisiana's musical talent and culture during the Year of Music, and also allow for this talent to be an ambassador for the state, sharing their favorite things to see and do.	\$100,000.00
<b>Rural Tourism</b>		<b>\$800,000.00</b>
Louisiana Civil Rights Trail	We will expand on the success of the Civil Rights Trail and launch of the Civil Rights Museum by taking the trail to the next level, including collecting oral histories and developing itineraries to explore the trail.	\$300,000.00
Rural Tourism Training	We will host training opportunities for our CVB and tourist commission partners with particular focus on the needs of our rural community and developing their skills in marketing, social media, product development, branding and more.	\$100,000.00
Rural Tourism Visual Assets Collection	We will work with our rural communities to collect images and b-roll video of tourism assets in their areas, providing these locations with much needed collateral for marketing and improving LOT's ability to market them as well.	\$200,000.00
Rolling Stone Birding Interview Series	Enter into a Rolling Stone partnership to produce birding series with Louisiana artists as a resurrection of a previous popular column. This activation will combine the new birding trail with our Year of Music, taking Louisiana musicians birding and exploring bird song and Louisiana outdoors. Inclusive of PR.	\$300,000.00
<b>Media Buy</b>		<b>\$4,000,000.00</b>
Brand partnership	Develop a brand partnership to target consumers with an affinity for products related to the Louisiana experience. May include music themes, new hot sauce activation, or relate to primary "My Louisiana" advertising campaign.	\$500,000.00
Year of Music Flagship Placements	Print/digital placements with flagship music media outlets such as Rolling Stone, Billboard, Oxford American. To complement the Year of Music campaign buy, this buy will also be available to coop with CVB and tourist commission partners (this cost represents estimated all-in, un-cooped totals)	\$400,000.00
YoM digital display and streaming platforms	Advertising targeted directly to strategic audience at the intersection of travel enthusiasts and music lovers, utilizing Year of Music "My Louisiana" creative and including digital display as well as streaming audio such as Spotify, iHeartRadio, Pandora, etc.	\$300,000.00
Vevo Music Television	Louisiana will make a one-year investment with Vevo to feature Louisiana content/advertising on music television. Vevo partners with streaming content like Hulu, Roku, YouTube, AppleTV, echo, fireTV, and more. This investment could span the entire 2024 Year of Music.	\$200,000.00
New Orleans Airport	New Orleans is a bucket-list destination for many travelers and a year-round top destination in the U.S. By advertising day trips and destinations outside of New Orleans within MSY International Airport, we will be able to further encourage visitors to the city to explore destinations nearby, increasing the economic impact of these visitors on additional communities outside of New Orleans.	\$50,000.00
Regional Airport Takeovers	Dallas-Ft. Worth, Atlanta, and Houston are major hubs of air traffic in the Southeast. By advertising Louisiana in these airports we'll be able to reach known travelers in the region with inspirational messaging about Louisiana.	\$350,000.00
Exosphere	Launching in September 2023, the new Las Vegas Exosphere is both advertising placement and public relations activation. This investment will secure Louisiana a 4 hour takeover on a select date, plus a one-week residency on the sphere, including creative development. Including an estimated 2.1 million live views over the course of the residency, this has the opportunity to generate billions of impressions in earned media, social engagement and broadcast.	\$850,000.00
Super Bowl Advertising	Louisiana will purchase out of home media in Las Vegas leading up to and during the Super Bowl, promoting Louisiana and New Orleans to generate excitement about planning a trip to the state for the Super Bowl in 2025. This will include media at the Las Vegas International airport and around the game day stadium.	\$600,000.00
Louisiana Loves a Parade	Louisiana will once again enter the Macy's Parade and Rose Parade as part of the award-winning "Louisiana Loves a Parade" campaign. Macy's will again feature Louisiana musical talent with a backdrop of New York City out of home media. And in 2024, the overall Rose Parade theme is the universal language of music, making this parade on January 1 a show-stopping way to launch the Louisiana Year of Music in 2024. We'll bring Louisiana musicians and ambassadors, and partner with CVBs and tourist commissions to offer coops for their participation in the parade and subsequent public relations around it.	\$1,000,000.00
Times Square	Utilizing low-cost space in Times Square to run from fall to the New Year, covering the Macy's parade timeframe, black Friday shopping and New Years Eve.	\$50,000.00
<b>PR/Brand Acts</b>		<b>\$600,000.00</b>
Year of Music Zodiac Travel Guide	Develop a special zodiac-based guide to planning your ideal music-themed trip in Louisiana. Flipping the current personality quiz on FindYourLouisiana.com, we'll create a Year of Music zodiac calendar that will "use your sign" to identify your best trip. Will also allow for LOT to highlight Louisiana artists based on their sign, matching playlists and influencer interaction. Inclusive of PR.	\$200,000.00
Augmented Reality Brand Activation	Louisiana will create an augmented reality experience in a high traffic consumer area such as an airport or train station, that will not only generate interest in Louisiana as a travel destination, but also buzz around the activation itself. Examples: <a href="https://youtu.be/dsc0l85S02I">https://youtu.be/dsc0l85S02I</a> and <a href="https://youtu.be/GB_qT6rAPYY">https://youtu.be/GB_qT6rAPYY</a>	\$300,000.00

LOUISIANA OFFICE OF TOURISM  
BA-7 REQUEST  
SEPTEMBER 27, 2023

Initiative	Description	Budget
Media FAMs	Louisiana will host international media on themed FAMs promoting the new Louisiana Music Trail during the Year of Music, leveraging this new asset and the buzz already generated about its development to create earned media. The newness of the trail will provide a timeliness that will generate maximum interest.	\$100,000.00
Events		\$2,000,000.00
Event Sponsorships/Mobile Welcome Center	Louisiana will sponsor and participate in events in top feeder markets, especially relating to Louisiana music genres. Executions may include the new mobile Welcome Center, Louisiana musicians, demonstrations, etc. Up to 5 events, such as: Chicago Jazz Fest - Labor Day Weekend: <a href="https://www.jazzinchiicago.org/chicagojazzfest">https://www.jazzinchiicago.org/chicagojazzfest</a> Atlanta Jazz Fest - Memorial Day Weekend: <a href="https://atljazzfest.com/become-a-sponsor/">https://atljazzfest.com/become-a-sponsor/</a> Dallas Riverfront Jazz Fest - Labor Day Weekend: <a href="https://www.tbairiverfrontjazzfestival.org/">https://www.tbairiverfrontjazzfestival.org/</a> DC Jazz Festival - Labor Day Weekend (actually featured The Big Chief in 2023): <a href="https://www.dcjazzfest.org/">https://www.dcjazzfest.org/</a> Chicago Blues Festival - June (Miss. has sponsored): <a href="https://www.chicago.gov/city/en/depts/dca/supp_info/chicago_blues_festival.html">https://www.chicago.gov/city/en/depts/dca/supp_info/chicago_blues_festival.html</a> Bayou Bon Vivant, Norfolk in April - this already draws people who apparently have an interest in Louisiana culture. <a href="https://festevents.org/events/2023/bayou/">https://festevents.org/events/2023/bayou/</a> Lincoln Center Summer for the City - NYC - June through August - <a href="https://www.lincolncenter.org/series/summer-for-the-city/v/about">https://www.lincolncenter.org/series/summer-for-the-city/v/about</a> - actually feature a second line.	\$800,000.00
GRAMMYS	Louisiana will enhance its presence in Los Angeles for the Grammy's, in line with the Year of Music promotions, to increase media coverage and partner with more Louisiana artists as we showcase the volume of musical talent from Louisiana.	\$200,000.00
Jazz Fest Support	Louisiana will sponsor and support Jazz Fest, as a top music festival in Louisiana at the height of our festival season promotions and the first half of our Year of Music. This may include opportunities to host media as part of a music tour of the state.	\$1,000,000.00
Campaign Creative		\$300,000.00
Year of Food Video/B-roll	Expand LOT's assets for the My Louisiana multi-year marketing campaign in preparation for the Year of Food 2025 focus. Assets will include produced longform and commercial spot videos, b-roll and photos.	\$300,000.00
International		\$2,000,000.00
Brand USA	Investment in Brand USA for expanded international advertising including programmatic digital display in target markets.	\$1,500,000.00
International consumer media	Advertising recommended directly by in-market international reps focused on consumer outreach, including Year of Music. Allows for increased presence in emerging markets beyond Brand USA regions.	\$500,000.00
Operations		\$100,000.00
New vehicles	LOT will secure two fleet vehicles - one fleet addition and one to replace a current vehicle with significant transmission problems. Requests are being routed through LPAA to DOA.	\$100,000.00
<b>TOTAL</b>		<b>\$10,000,000.00</b>



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

DEPARTMENT: DOTD		FOR OPB USE ONLY				
AGENCY: ENGINEERING AND OPERATIONS		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 07-276				3		
SUBMISSION DATE: 09/27/2023		Approval and Authority:				
AGENCY BA-7 NUMBER: 3						
HEAD OF BUDGET UNIT: Don C. Johnson						
TITLE: Undersecretary						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024			
<b>GENERAL FUND BY:</b>						
DIRECT	\$43,993,004	\$0	\$43,993,004			
INTERAGENCY TRANSFERS	\$71,346,516	\$0	\$71,346,516			
FEES & SELF-GENERATED	\$42,028,362	\$0	\$42,028,362			
Regular Fees & Self-generated	\$40,867,902	\$0	\$40,867,902			
Subtotal of Fund Accounts from Page 2	\$1,160,460	\$0	\$1,160,460			
STATUTORY DEDICATIONS	\$588,773,651	\$16,000,000	\$604,773,651			
TTF-Federal (54N)	\$167,355,704	\$0	\$167,355,704			
TTF-Regular (54P)	\$401,775,947	\$0	\$401,775,947			
Subtotal of Dedications from Page 2	\$19,642,000	\$16,000,000	\$35,642,000			
FEDERAL	\$30,612,163	\$0	\$30,612,163			
<b>TOTAL</b>	<b>\$776,753,696</b>	<b>\$16,000,000</b>	<b>\$792,753,696</b>			
AUTHORIZED POSITIONS	4,118	0	4,118			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	0	0	0			
<b>TOTAL POSITIONS</b>	<b>4,118</b>	<b>0</b>	<b>4,118</b>			
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Engineering	\$132,213,794	549	\$0	0	\$132,213,794	549
Office of Planning	\$68,166,467	76	\$0	0	\$68,166,467	76
Operations	\$532,287,878	3,469	\$16,000,000	0	\$548,287,878	3,469
Aviation	\$2,525,206	12	\$0	0	\$2,525,206	12
Office of Multimodal Commerce	\$41,560,351	12	\$0	0	\$41,560,351	12
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$776,753,696</b>	<b>4,118</b>	<b>\$16,000,000</b>	<b>0</b>	<b>\$792,753,696</b>	<b>4,118</b>

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

<b>DEPARTMENT: DOTD</b>	<b>FOR OPB USE ONLY</b>	
<b>AGENCY: ENGINEERING AND OPERATIONS</b>	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER: 07-276</b>		
<b>SUBMISSION DATE: 09/27/2023</b>	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER: 3</b>		

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

MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
Right-of-Way Permit Processing Dedicated Fund Account (HW3A)	\$430,000	\$0	\$430,000
Louisiana Bicycle and Pedestrian Safety Fund Account (P37A)	\$5,870	\$0	\$5,870
LTRC Transportation Training and Education Center Fund Account (HWAA)	\$724,590	\$0	\$724,590
<b>SUBTOTAL (to Page 1)</b>	<b>\$1,160,460</b>	<b>\$0</b>	<b>\$1,160,460</b>
<b>STATUTORY DEDICATIONS</b>			
State Highway Improvement Fund (HW9)	\$5,000,000	\$0	\$5,000,000
New Orleans Ferry Fund (HWF)	\$1,140,000	\$0	\$1,140,000
Louisiana Highway Safety Fund (P35)	\$2,000	\$0	\$2,000
Capital Outlay Savings Fund (V42)	\$13,500,000	\$16,000,000	\$29,500,000
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$19,642,000</b>	<b>\$16,000,000</b>	<b>\$35,642,000</b>

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

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



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

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

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

Statutory Dedication

The source of funding is the Capital Outlay Savings Fund.

The purpose of the funds is for an Intergovernmental Agreement (IA) between the Department of Transportation and Development (DOTD) and Iberia Parish government to be used exclusively for the relocation and construction of an access road leading to the Acadiana Regional Airport which is required for the construction of the First Solar manufacturing facility in Iberia Parish, along with the construction of turn lanes on LA 3212 to ease traffic flow to and from the facility. The First Solar manufacturing facility is an economic development project on the order of \$1.1B and will directly employ approximately 700 people in the manufacture of solar panels.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$16,000,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$16,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

This BA-7 does not require additional personnel.

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

This BA-7 is needed to support the infrastructure improvements required for the economic development project related to a \$1.1B investment in First Solar's manufacturing plant.

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

This is not an after the fact BA-7.

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

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

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

Approval of this BA-7 will support the infrastructure improvements required for the economic investment of \$1.1B related to the construction of the First Solar manufacturing facility that will employ approximately 700 people in the manufacture of solar panels.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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

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

This BA-7 will support a \$1.1B economic investment and approximately 700 jobs in Iberia Parish as well as infrastructure improvements to construct an access road leading to the Acadiana Regional Airport, along with construction of turn lanes on LA3212 to ease traffic flow to and from the First Solar facility.

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

N/A

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

Failure to approve this BA-7 would risk delay or potentially eliminate the infrastructure improvements required for the \$1.1B economic investment in the manufacturing facility's construction and the related 700 jobs associated with its construction.



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

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

PROGRAM 3 NAME: Operations

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>							
Direct	\$35,993,004	\$0	\$35,993,004	\$0	\$0	\$0	\$0
Interagency Transfers	\$4,250,000	\$0	\$4,250,000	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$34,205,522	\$0	\$34,205,522	\$0	\$0	\$0	\$0
Statutory Dedications **	\$456,337,000	\$16,000,000	\$472,337,000	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$1,502,352	\$0	\$1,502,352	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$532,287,878</b>	<b>\$16,000,000</b>	<b>\$548,287,878</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$194,918,985	\$0	\$194,918,985	\$0	\$0	\$0	\$0
Other Compensation	\$296,114	\$0	\$296,114	\$0	\$0	\$0	\$0
Related Benefits	\$129,392,837	\$0	\$129,392,837	\$0	\$0	\$0	\$0
Travel	\$2,266,654	\$0	\$2,266,654	\$0	\$0	\$0	\$0
Operating Services	\$17,465,578	\$0	\$17,465,578	\$0	\$0	\$0	\$0
Supplies	\$39,072,578	\$0	\$39,072,578	\$0	\$0	\$0	\$0
Professional Services	\$4,980,890	\$0	\$4,980,890	\$0	\$0	\$0	\$0
Other Charges	\$42,597,165	\$16,000,000	\$58,597,165	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$29,565,193	\$0	\$29,565,193	\$0	\$0	\$0	\$0
Acquisitions	\$71,731,884	\$0	\$71,731,884	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$532,287,878</b>	<b>\$16,000,000</b>	<b>\$548,287,878</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	3,462	0	3,462	0	0	0	0
Unclassified	7	0	7	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>3,469</b>	<b>0</b>	<b>3,469</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>3,469</b>	<b>0</b>	<b>3,469</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$34,205,522	\$0	\$34,205,522	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
TTF-Federal (54N)	\$94,545,067	\$0	\$94,545,067	\$0	\$0	\$0	\$0
TTF-Regular (54P)	\$355,651,933	\$0	\$355,651,933	\$0	\$0	\$0	\$0
New Orleans Ferry Fund (HWF)	\$1,140,000	\$0	\$1,140,000	\$0	\$0	\$0	\$0
State Highway Improvement Fund (HV9)	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$0	\$0
Capital Outlay Savings Fund (V42)	\$0	\$16,000,000	\$16,000,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 3 NAME: <u>Operations</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
<b>AMOUNT</b>	\$0	\$0	\$0	\$16,000,000	\$0	\$16,000,000
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$16,000,000	\$0	\$16,000,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$0	\$0	\$0	\$16,000,000	\$0	\$16,000,000
<b>OVER / (UNDER)</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>POSITIONS</b>						
Classified	3,462	0	0	0	0	3,462
Unclassified	7	0	0	0	0	7
<b>TOTAL T.O. POSITIONS</b>	3,469	0	0	0	0	3,469
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	3,469	0	0	0	0	3,469

## **BA-7 QUESTIONNAIRE**

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

### **GENERAL PURPOSE**

The purpose of this BA-7 is to request an appropriation of Statutory Dedication from the Capital Outlay Savings Fund to the Operations Program of DOTD. This appropriation will support an Intergovernmental Agreement between the Department of Transportation and Development (DOTD) and Iberia Parish government to be used exclusively for the relocation and construction of an access road leading to the Acadiana Regional Airport which is required for the construction of the First Solar manufacturing facility in Iberia Parish, along with the construction of turn lanes on LA 3212 to ease traffic flow to and from the facility. The First Solar manufacturing facility is an economic development project on the order of \$1.1B and will directly employ approximately 700 people in the manufacture of solar panels.

### **REVENUES**

Statutory Dedication:

Capital Outlay Savings Fund - \$16,000,000

**Total Revenue                      \$16,000,000**

### **EXPENDITURES**

Appropriated Program:

Operations

Other Charges - \$16,000,000

**Total Expenditures              \$16,000,000**

### **OTHER**

Don C. Johnson  
Undersecretary, DOTD  
Management and Finance  
Don.Johnson@la.gov  
(225) 379-1010

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

<b>DEPARTMENT:</b> Louisiana Department of Health		<b>FOR OPB USE ONLY</b>				
<b>AGENCY:</b> Louisiana Emergency Response Network		<b>OPB LOG NUMBER</b> <div style="font-size: 1.5em; font-family: cursive;">105</div>		<b>AGENDA NUMBER</b> <div style="font-size: 1.5em; font-family: cursive;">4</div>		
<b>SCHEDULE NUMBER:</b> 09-324		Approval and Authority:				
<b>SUBMISSION DATE:</b> September 19, 2023						
<b>AGENCY BA-7 NUMBER:</b> 1						
<b>HEAD OF BUDGET UNIT:</b> Paige Hargrove						
<b>TITLE:</b> Executive Director						
<b>SIGNATURE</b> <small>(Certifies that the information provided is correct and true to the best of your knowledge).</small> <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">Paige Hargrove</div>						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2023-2024</b>	<b>ADJUSTMENT (+) or (-)</b>	<b>REVISED FY 2023-2024</b>			
<b>GENERAL FUND BY:</b>						
DIRECT	\$2,453,234	\$0	\$2,453,234			
INTERAGENCY TRANSFERS	\$40,000	\$30,000	\$70,000			
FEES & SELF-GENERATED	\$0	\$24,000	\$24,000			
Regular Fees & Self-generated	\$0	\$24,000	\$24,000			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
Subtotal of Dedications from Page 2	\$0	\$0	\$0			
FEDERAL	\$0	\$0	\$0			
<b>TOTAL</b>	<b>\$2,493,234</b>	<b>\$54,000</b>	<b>\$2,547,234</b>			
AUTHORIZED POSITIONS	10	0	10			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	0	0	0			
<b>TOTAL POSITIONS</b>	<b>10</b>	<b>0</b>	<b>10</b>			
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Program 1: LERN	\$2,493,234	10	\$54,000	0	\$2,547,234	10
Program 2	\$0	0	\$0	0	\$0	0
Program 3	\$0	0	\$0	0	\$0	0
Program 4	\$0	0	\$0	0	\$0	0
Program 5	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$2,493,234</b>	<b>10</b>	<b>\$54,000</b>	<b>0</b>	<b>\$2,547,234</b>	<b>10</b>

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

<b>DEPARTMENT:</b> Louisiana Department of Health	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Louisiana Emergency Response Network	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER:</b> 09-324		
<b>SUBMISSION DATE:</b> September 19, 2023	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 1		

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

MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

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

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
 The purpose of this BA-7 is to increase Interagency Transfers budget authority in order to receive a grant from Louisiana Highway Safety Commission. This grant will be used to conduct a two-day trauma grading course for at least 30 trauma registrar/ managers. Also, this BA-7 is to increase Fees & Self Generated Revenues budget authority in order to receive a grant from The Living Well Foundation. This grant will provide evidence based training and education for stroke and trauma clinicians related to emergency situations in northeast Louisiana.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$30,000	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$24,000	\$1,000	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$54,000</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
 Both grants are for the current fiscal year. The courses are to be completed no later than June 30, 2024.

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

A



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

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

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

Approval of this BA-7 will increase Interagency Transfers and Fees & Self Generated budget authority in order to receive the grants from Louisiana Highway Safety Commission and The Living Well Foundation.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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

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

The approval of this BA-7 will have a positive impact. The courses will help improve the accuracy and completeness of state trauma registry data and also help trauma centers meet new requirements from the American College of Surgeons, which mandate this education for all trauma registrars.

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

There are no performance impacts associated with this BA-7

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

If this BA-7 is not approved, LERN will not have enough budget authority to receive the grants from Louisiana Highway Safety Commission and The Living Well Foundation.

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

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

PROGRAM 1 NAME: Louisiana Emergency Response Network

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS				
	FY 2023-2024	ADJUSTMENT	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	
GENERAL FUND BY:								
Direct	\$2,453,234	\$0	\$2,453,234	\$0	\$0	\$0	\$0	
Interagency Transfers	\$40,000	\$30,000	\$70,000	\$0	\$0	\$0	\$0	
Fees & Self-Generated *	\$0	\$24,000	\$24,000	\$1,000	\$0	\$0	\$0	
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL MOF	\$2,493,234	\$54,000	\$2,547,234	\$1,000	\$0	\$0	\$0	
EXPENDITURES:								
Salaries	\$1,034,505	\$0	\$1,034,505	\$0	\$0	\$0	\$0	
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Related Benefits	\$505,609	\$0	\$505,609	\$0	\$0	\$0	\$0	
Travel	\$43,000	\$0	\$43,000	\$0	\$0	\$0	\$0	
Operating Services	\$104,668	\$0	\$104,668	\$0	\$0	\$0	\$0	
Supplies	\$32,197	\$30,000	\$62,197	\$0	\$0	\$0	\$0	
Professional Services	\$476,300	\$24,000	\$500,300	\$1,000	\$0	\$0	\$0	
Other Charges	\$40,000	\$0	\$40,000	\$0	\$0	\$0	\$0	
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$256,957	\$0	\$256,957	\$0	\$0	\$0	\$0	
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$2,493,234	\$54,000	\$2,547,234	\$1,000	\$0	\$0	\$0	
POSITIONS								
Classified	9	0	9	0	0	0	0	
Unclassified	1	0	1	0	0	0	0	
TOTAL T.O. POSITIONS	10	0	10	0	0	0	0	
Other Charges Positions	0	0	0	0	0	0	0	
Non-TO FTE Positions	0	0	0	0	0	0	0	
TOTAL POSITIONS	10	0	10	0	0	0	0	
*Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$0	\$24,000	\$24,000	\$1,000	\$0	\$0	\$0	
(Select Fund Account)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Fund Account)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
**Statutory Dedications:								
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

A

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

<b>PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT</b>						
PROGRAM 1 NAME: <u>Louisiana Emergency Response Network</u>						
<b>MEANS OF FINANCING:</b>	<b>State General Fund</b>	<b>Interagency Transfers</b>	<b>Fees &amp; Self-Generated Revenues</b>	<b>Statutory Dedications</b>	<b>Federal Funds</b>	<b>TOTAL</b>
<b>AMOUNT</b>	\$0	\$30,000	\$24,000	\$0	\$0	\$54,000
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Professional Services	\$0	\$0	\$24,000	\$0	\$0	\$24,000
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$30,000</b>	<b>\$24,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$54,000</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	9	0	0	0	0	9
Unclassified	1	0	0	0	0	1
<b>TOTAL T.O. POSITIONS</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>

## **BA-7 QUESTIONNAIRE 09-324**

### **GENERAL PURPOSE**

The purpose of this BA-7 is to increase Interagency Transfers budget authority in order to receive a grant from Louisiana Highway Safety Commission. This grant will be used to conduct a two-day trauma grading course for at least 30 trauma registrar/ managers. Also, this BA-7 is to increase Fees & Self Generated Revenues budget authority in order to receive a grant from The Living Well Foundation. This grant will provide evidence based training and education for stroke and trauma clinicians related to emergency situations in northeast Louisiana.

### **REVENUES**

Interagency Transfers	\$30,000
Fees & Self-Generated	<u>\$24,000</u>
<b>TOTAL</b>	<b>\$54,000</b>

### **EXPENDITURES**

Supplies	\$30,000
Professional Services	<u>\$24,000</u>
<b>TOTAL</b>	<b>\$54,000</b>

### **OTHER**

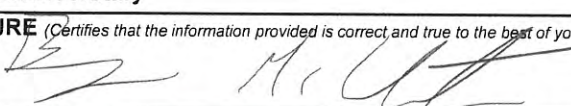
Provide names, phone numbers and e-mail addresses of agency contacts that can provide further information on this item and will attend JLCB to testify.

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

<b>DEPARTMENT: Wildlife &amp; Fisheries</b>		<b>FOR OPB USE ONLY</b>				
<b>AGENCY: Office of Wildlife - <del>White Lake Property Fund</del> mp</b>		<b>OPB LOG NUMBER</b> <div style="text-align: center; font-size: 1.5em;">101</div>		<b>AGENDA NUMBER</b> <div style="text-align: center; font-size: 1.5em;">5</div>		
<b>SCHEDULE NUMBER: 16-513</b>		Approval and Authority:				
<b>SUBMISSION DATE: 9/12/2023</b>						
<b>AGENCY BA-7 NUMBER: W-24-002</b>						
<b>HEAD OF BUDGET UNIT: Bryan McClinton</b>						
<b>TITLE: Underscretary</b>						
<b>SIGNATURE</b> (Certifies that the information provided is correct and true to the best of your knowledge): 						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2023-2024</b>	<b>ADJUSTMENT (+) or (-)</b>		<b>REVISED FY 2023-2024</b>		
<b>GENERAL FUND BY:</b>						
DIRECT	\$1,769,193	\$0		\$1,769,193		
INTERAGENCY TRANSFERS	\$4,370,863	\$0		\$4,370,863		
FEES & SELF-GENERATED	\$4,487,066	\$0		\$4,487,066		
Regular Fees & Self-generated	\$471,000	\$0		\$471,000		
Subtotal of Fund Accounts from Page 2	\$4,016,066	\$0		\$4,016,066		
STATUTORY DEDICATIONS	\$27,909,479	\$445,928		\$28,355,407		
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	\$6,249,987	\$0		\$6,249,987		
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	\$1,023,952	\$0		\$1,023,952		
Subtotal of Dedications from Page 2	\$20,635,540	\$445,928		\$21,081,468		
FEDERAL	#28,139,637 \$27,542,011 mp	\$0		#28,139,637 \$27,542,011 mp		
<b>TOTAL</b>	#66,676,238 \$66,078,612 mp	\$445,928		#67,122,166 \$66,524,540 mp		
AUTHORIZED POSITIONS	229	0		229		
AUTHORIZED OTHER CHARGES	29	0		29		
NON-TO FTE POSITIONS	0	0		0		
<b>TOTAL POSITIONS</b>	258	0		258		
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b> <u>Program mp</u>						
Office of Wildlife - <del>White Lake Property Fund</del>	\$66,078,612 mp	0	\$445,928	0	\$66,524,540	0
Program 2	#66,676,238 \$0	0	\$0	0	#67,122,166 \$0	0
Program 3	\$0	0	\$0	0	\$0	0
Program 4	\$0	0	\$0	0	\$0	0
Program 5	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	\$66,078,612	0	\$445,928	0	\$66,524,540	0

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

<b>DEPARTMENT: Wildlife &amp; Fisheries</b>	<b>FOR OPB USE ONLY</b>	
<b>AGENCY: Office of Wildlife - White Lake Property Fund</b>	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER: 16-513</b>		
<b>SUBMISSION DATE: 9/12/2023</b>	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER: W-24-002</b>		

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

MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
LA Duck License Stamp and Print Dedicated Fund Account (W08A)	\$1,097,100	\$0	\$1,097,100
Louisiana Alligator Resource Dedicated Fund Account (W09A)	\$2,918,966	\$0	\$2,918,966
(Select Fund Account)	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$4,016,066</b>	<b>\$0</b>	<b>\$4,016,066</b>
<b>STATUTORY DEDICATIONS</b>			
Louisiana Wild Turkey Stamp Fund (W16)	\$30,100	\$0	\$30,100
Marsh Island Operating Fund (RS1)	\$169,570	\$0	\$169,570
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000
Oil Spill Contingency Fund (V01)	\$303,000	\$0	\$303,000
Conservation Fund (W01)	\$14,855,272	\$0	\$14,855,272
LA Fur Public Education and Marketing Fund (W03)	\$59,500	\$0	\$59,500
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$1,041,194	\$0	\$1,041,194
Scenic Rivers Fund (W07)	\$3,000	\$0	\$3,000
Natural Heritage Account (W11)	\$32,000	\$0	\$32,000
Conservation - Waterfowl Account (W20)	\$63,000	\$0	\$63,000
Conservation of the Black Bear Account (W23)	\$208,500	\$0	\$208,500
Conservation-Quail Account (W24)	\$28,000	\$0	\$28,000
Conservation-White Tail Deer Account (W26)	\$15,700	\$0	\$15,700
White Lake Property Fund (W32)	\$1,315,429	\$445,928	\$1,761,357
MC Davis Conservation Fund (W37)	\$11,275	\$0	\$11,275
Atchafalaya Delta WMA Mooring Account (W38)	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$20,635,540</b>	<b>\$445,928</b>	<b>\$21,081,468</b>

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

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

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

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

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

The source of funding is the White Lake Property Fund (RS 56:799.3). The funds are from revenues received from agricultural leases, mineral revenues from royalty payments, bonus payments and rentals for properties owned by the state in and around White Lake; fees charged for the use of the White Lake Property; monies received by the state and derived from the sale of assets produced by White Lake Property; and any donations of private funds or public contributions to the state, commission or department for the conservation, administration, control, management, development or operations of the White Lake Property. These funds are available only for the operation, maintenance, administration, control, management, or enhancement of the White Lake Property and to promote its wildlife and ecosystem conservation and for education and research purposes associated directly with the White Lake Property.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$445,928	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$445,928</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

N/A

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

LDWF entered into a CEA Agreement with Ducks Unlimited on 6/1/23. This agreement totals \$421,429.49. LDWF's portion of the agreement is \$121,429.49. The agreement deadline for finishing the project is 6/30/2024. The purchase of the 2 Gator-Tail Vessels, the Airboat Engine Replacement, Excavator Rental and Repairs and Upgrades to the Foreman House are all needed so LDWF can continue operations, maintenance, administration, control, management and enhancement to promote the wildlife and ecosystem conservation, along with education and research associated with the White Lake Wetlands Conservation Area.

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

The CEA with Ducks Unlimited was entered on 6/1/23 with an agreement deadline of 6/30/24. The purchase of the 2 Gator-Tail Vessels were put out for bid in FY23 but delayed after questions on the specs. A Priority Purchase Memo was sent to OSP on 6/23/23 and is awaiting approval. The Ronnie's Airboat bid was recieved on 8/1/23. The bids for the Electrical Repair/Upgrades to the Foreman house were recieved on 7/12/23 and 8/10/23. The quote for the rental of the Marsh Excavator was received on 8/16/23.

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

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

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

**This BA7 will provide LDWF with the funds to continue operations, maintenance, administration, control, management and enhancement to promote the wildlife and ecosystem conservation, along with education and research associated with the White Lake Wetlands Conservation Area.**

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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

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

**This BA7 does not include revisions or create new objectives and performance indicators.**

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

**These funds will allow LDWF to continue operations, maintenance, administration, control, management and enhancement to promote the wildlife and ecosystem conservation, along with education and research associated with the White Lake Wetlands Conservation Area.**

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

**Not having these funds will reduce LDWF's ability to continue operations, maintenance, administration, control, management and enhancement to promote the wildlife and ecosystem conservation, along with education and research associated with the White Lake Wetlands Conservation Area.**



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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT								
PROGRAM 1 NAME: Office of Wildlife - White Lake Property Fund								
MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS				
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	
<b>GENERAL FUND BY:</b>								
Direct	\$1,769,193	\$0	\$1,769,193	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$4,370,863	\$0	\$4,370,863	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$4,487,066	\$0	\$4,487,066	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$27,909,479	\$445,928	\$28,355,407	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$27,542,011	\$0	\$27,542,011	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$66,078,612</b>	<b>\$445,928</b>	<b>\$66,524,540</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>								
Salaries	\$13,540,274	\$0	\$13,540,274	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$919,504	\$0	\$919,504	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$9,406,689	\$0	\$9,406,689	\$0	\$0	\$0	\$0	\$0
Travel	\$194,804	\$0	\$194,804	\$0	\$0	\$0	\$0	\$0
Operating Services	\$3,253,438	\$0	\$3,253,438	\$0	\$0	\$0	\$0	\$0
Supplies	\$3,330,307	\$0	\$3,330,307	\$0	\$0	\$0	\$0	\$0
Professional Services	\$4,276,178	\$121,429	\$4,397,607	\$0	\$0	\$0	\$0	\$0
Other Charges	\$14,594,062	\$0	\$14,594,062	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,935,943	\$0	\$2,935,943	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$5,765,464	\$53,000	\$5,818,464	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$7,861,949	\$271,499	\$8,133,448	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$66,078,612</b>	<b>\$445,928</b>	<b>\$66,524,540</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>								
Classified	229	0	229	0	0	0	0	0
Unclassified	29	0	29	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>258</b>	<b>0</b>	<b>258</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>258</b>	<b>0</b>	<b>258</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>								
Reg. Fees & Self-generated	\$471,000	\$0	\$471,000	\$0	\$0	\$0	\$0	\$0
Louisiana Alligator Resource Dedicated Fund Account (W08A)	\$2,918,966	\$0	\$2,918,966	\$0	\$0	\$0	\$0	\$0
LA Duck License Stamp and Print Dedicated Fund Account (W08A)	\$1,097,100	\$0	\$1,097,100	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>								
Louisiana Wild Turkey Stamp Fund (W16)	\$30,100	\$0	\$30,100	\$0	\$0	\$0	\$0	\$0
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	\$6,249,987	\$0	\$6,249,987	\$0	\$0	\$0	\$0	\$0
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	\$1,023,952	\$0	\$1,023,952	\$0	\$0	\$0	\$0	\$0
Marsh Island Operating Fund (RS1)	\$169,570	\$0	\$169,570	\$0	\$0	\$0	\$0	\$0
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0
Oil Spill Contingency Fund (V01)	\$303,000	\$0	\$303,000	\$0	\$0	\$0	\$0	\$0
Conservation Fund (W01)	\$14,855,272	\$0	\$14,855,272	\$0	\$0	\$0	\$0	\$0
LA Fur Public Education and Marketing Fund (W03)	\$59,500	\$0	\$59,500	\$0	\$0	\$0	\$0	\$0
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$1,041,194	\$0	\$1,041,194	\$0	\$0	\$0	\$0	\$0
Scenic Rivers Fund (W07)	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0
Natural Heritage Account (W11)	\$32,000	\$0	\$32,000	\$0	\$0	\$0	\$0	\$0
Conservation - Waterfowl Account (W20)	\$63,000	\$0	\$63,000	\$0	\$0	\$0	\$0	\$0
Conservation of the Black Bear Account (W23)	\$208,500	\$0	\$208,500	\$0	\$0	\$0	\$0	\$0
Conservation-Quail Account (W24)	\$28,000	\$0	\$28,000	\$0	\$0	\$0	\$0	\$0
Conservation-White Tail Deer Account (W26)	\$15,700	\$0	\$15,700	\$0	\$0	\$0	\$0	\$0
White Lake Property Fund (W32)	\$1,315,429	\$445,928	\$1,761,357	\$0	\$0	\$0	\$0	\$0
MC Davis Conservation Fund (W37)	\$11,275	\$0	\$11,275	\$0	\$0	\$0	\$0	\$0
Atchafalaya Delta WMA Mooring Account (W38)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

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

PROGRAM 1 NAME: Office of Wildlife - White Lake Property Fund

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$445,928	\$0	\$445,928
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$121,429	\$0	\$121,429
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$53,000	\$0	\$53,000
Major Repairs	\$0	\$0	\$0	\$271,499	\$0	\$271,499
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$445,928</b>	<b>\$0</b>	<b>\$445,928</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	229
Unclassified	0	0	0	0	0	29
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>258</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>258</b>

# WHITE LAKE PROPERTY FUND QUESTIONNAIRE ANALYSIS

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

## GENERAL PURPOSE

Several needs have arisen on the White Lake property since the budget request was submitted:

1. Cooperative Endeavor Agreement (CEA) with Ducks Unlimited for White Lake Shoreline and Levee Stabilization - The Cooperative Endeavor Agreement with Ducks Unlimited is attached. The budget is in Appendix A. LDWF has committed \$121,429.49 to this agreement to both rebuild and rock-arm the south levee between Unit 2 and White Lake, along with doing the Engineering/Design/Permitting for the 3 big projects we were trying to get funding from Legislature. We were unable to secure general fund money for this project.
2. Gator Tail Boat Acquisition - We budgeted \$53,000 to purchase 2 Gator-tail vessels and 1 trailer, which were put out for bid as an FY23 purchase (RFx#3000021240). Office of State Purchasing (OSP) delayed the bid after questions on the specs from a potential bidder. After consultation with Yvette Buckner, we have resubmitted as a Priority Purchase, which is awaiting OSP approval. See attached memo.
3. Airboat Engine Replacement - The airboat has a blown engine. Ronnie's Airboat is an authorized dealer and can make the repair. It's a 20-year old airboat with an automobile engine, and estimated repair for the blown engine and associated drive gear is \$32,854.38.
4. Electrical Repair/Upgrade needed for the Foreman House - \$184,225 for the full Foreman House HVAC/Electrical replacement and repairs plus an \$19,419.50 adjustment to add windows for a total of \$184,844.50. Proposal for Electrical Renovation and Scope of Work for the Window Replacement are attached.
5. Marsh Excavator Rental - This is needed to complete crucial repairs on the unit 1 and 2 levee and to repair a small levee between the Coastal Prairie and the Unit 5 Bass Pond. (\$55,000.00)

## REVENUES

Statutory Dedications

### White Lake Property Fund (W32)

Existing Budget	\$	1,315,429
BA-7 Adjustment	\$	445,928
Revised Budget	\$	1,761,357

## EXPENDITURES

Expenditures	Ducks Unlimited CEA	GatorTail Acquisition	Airboat Engine Replacement	Electrical repair/upgrades Foreman House	Marsh excavator rental unit 2 levee repairs multiple repairs (got new pumps)	Total
Salaries						\$ -
Other Compensation						\$ -
Related Benefits						\$ -
Travel						\$ -
Operating Services						\$ -
Supplies						\$ -
Professional Services	\$ 121,429.49					\$ 121,429.49
Other Charges						\$ -
Acquisition		\$ 53,000.00				\$ 53,000.00
Major Repairs			\$ 32,854.38	\$ 183,644.50	\$ 55,000.00	\$ 271,498.88
Interagency Transfers						\$ -
<b>TOTAL</b>	<b>\$ 121,429.49</b>	<b>\$ 53,000.00</b>	<b>\$ 32,854.38</b>	<b>\$ 183,644.50</b>	<b>\$ 55,000.00</b>	<b>\$ 445,928.37</b>

## OTHER


Fiscal Contact:	Beih Boulet, Fiscal Officer, (225) 765-2801	<a href="mailto:bboulet@wlf.la.gov">bboulet@wlf.la.gov</a>
Programmatic Contact:	Scott Longman, Deputy Assistant Secretary, (225) 763-3513	<a href="mailto:slongman@wlf.la.gov">slongman@wlf.la.gov</a>
Testifying before JLCB:	Randy Myers, Assistant Secretary, (225) 766-2805	<a href="mailto:rmyers@wlf.la.gov">rmyers@wlf.la.gov</a>

## BA-7 SUPPORT INFORMATION

Attachment 1.1 - White Lake Shore Line CEA  
Attachment 1.2 - White Lake Shoreline Appendix A  
Attachment 2.1 - RFx#3000021240 - Bid Document-Gator Tail Boats  
Attachment 2.2 - Proprietary Purchase GatorTail Boats  
Attachment 3.1 - White Lake Airboat Quote  
Attachment 4.1 - White Lake Foreman House Proposal  
Attachment 4.2 - White Lake Foreman House Windows  
Attachment 5.1 - White Lake Frogco Marsh Excavator Quote



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

<b>DEPARTMENT: Wildlife &amp; Fisheries</b>		<b>FOR OPB USE ONLY</b>				
<b>AGENCY: Office of Wildlife - Federal Funds</b> <i>mp</i>		OPB LOG NUMBER <i>102R</i>		AGENDA NUMBER <i>6</i>		
<b>SCHEDULE NUMBER: 16-513</b>		Approval and Authority:				
<b>SUBMISSION DATE: 9/12/23</b>						
<b>AGENCY BA-7 NUMBER: W-24-001</b>						
<b>HEAD OF BUDGET UNIT: Bryan McClinton</b>						
<b>TITLE: Underscretary</b>						
<b>SIGNATURE</b> <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> 						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2023-2024</b>	<b>ADJUSTMENT (+) or (-)</b>		<b>REVISED FY 2023-2024</b>		
<b>GENERAL FUND BY:</b>						
DIRECT	\$1,769,193	\$0		\$1,769,193		
INTERAGENCY TRANSFERS	\$4,370,863	\$0		\$4,370,863		
FEES & SELF-GENERATED	\$4,487,066	\$0		\$4,487,066		
Regular Fees & Self-generated	\$471,000	\$0		\$471,000		
Subtotal of Fund Accounts from Page 2	\$4,016,066	\$0		\$4,016,066		
STATUTORY DEDICATIONS	\$27,909,479	\$0		\$27,909,479		
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	\$6,249,987	\$0		\$6,249,987		
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	\$1,023,952	\$0		\$1,023,952		
Subtotal of Dedications from Page 2	\$20,635,540	\$0		\$20,635,540		
FEDERAL	\$28,139,637	\$5,250,229		\$33,389,866		
<b>TOTAL</b>	<b>\$66,676,238</b>	<b>\$5,250,229</b>		<b>\$71,926,467</b>		
AUTHORIZED POSITIONS	229	0		229		
AUTHORIZED OTHER CHARGES	29	0		29		
NON-TO FTE POSITIONS	0	0		0		
<b>TOTAL POSITIONS</b>	<b>258</b>	<b>0</b>		<b>258</b>		
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b> <i>Program mp</i>						
Office of Wildlife - Federal Funds	\$66,676,238	0	\$5,250,229	0	\$71,926,467	0
Program 2	\$0	0	\$0	0	\$0	0
Program 3	\$0	0	\$0	0	\$0	0
Program 4	\$0	0	\$0	0	\$0	0
Program 5	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$66,676,238</b>	<b>0</b>	<b>\$5,250,229</b>	<b>0</b>	<b>\$71,926,467</b>	<b>0</b>



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

DEPARTMENT: Wildlife & Fisheries		FOR OPB USE ONLY	
AGENCY: Office of Wildlife - <i>Federal Funds</i> <i>WP</i>		OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 16-513			
SUBMISSION DATE: 9/12/23		ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: W-24-001			

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

MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
<b>GENERAL FUND BY:</b>			
FEES & SELF-GENERATED			
LA Duck License Stamp and Print Dedicated Fund Account (W08A)	\$1,097,100	\$0	\$1,097,100
Louisiana Alligator Resource Dedicated Fund Account (W09A)	\$2,918,966	\$0	\$2,918,966
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$4,016,066</b>	<b>\$0</b>	<b>\$4,016,066</b>
<b>STATUTORY DEDICATIONS</b>			
Louisiana Wild Turkey Stamp Fund (W16)	\$30,100	\$0	\$30,100
Marsh Island Operating Fund (RS1)	\$169,570	\$0	\$169,570
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000
Oil Spill Contingency Fund (V01)	\$303,000	\$0	\$303,000
Conservation Fund (W01)	\$14,855,272	\$0	\$14,855,272
LA Fur Public Education and Marketing Fund (W03)	\$59,500	\$0	\$59,500
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$1,041,194	\$0	\$1,041,194
Scenic Rivers Fund (W07)	\$3,000	\$0	\$3,000
Natural Heritage Account (W11)	\$32,000	\$0	\$32,000
Conservation -- Waterfowl Account (W20)	\$63,000	\$0	\$63,000
Conservation of the Black Bear Account (W23)	\$208,500	\$0	\$208,500
Conservation--Quail Account (W24)	\$28,000	\$0	\$28,000
Conservation--White Tail Deer Account (W26)	\$15,700	\$0	\$15,700
White Lake Property Fund (W32)	\$1,315,429	\$0	\$1,315,429
MC Davis Conservation Fund (W37)	\$11,275	\$0	\$11,275
Atchafalaya Delta WMA Mooring Account (W38)	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$20,635,540</b>	<b>\$0</b>	<b>\$20,635,540</b>

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

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

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

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

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

**Source of Funding: Federal Funding**

\$	2,350,000	Wildlife Restoration Data Management System - in RFP Stage
\$	303,245	US Forest Service - KNF Agreements - 23-GN110806000-215 & 17-GN11080600-001
\$	750,000	Lower Mississippi Valley Inflation Reduction Act Funding for Louisiana
\$	182,479	USDA-APHIS - Chronic Wasting Disease - AP23WSNWRC00C052
\$	500,000	USDA-APHIS - West Nile Virus in Alligators - AP23VSD & B00G003
\$	250,000	Increase in Travel Needs (See listing for various Federal Grant Information)
\$	914,505	Louisiana's Subaward Portion of the America the Beautiful Grant Awarded to Mississippi
\$	5,250,229	<b>Total Federal Funds</b>

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$5,250,229	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$5,250,229</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

The additional personnel include 2 WAE's for the two US Forest Service - KNF Agreements and 1 WAE for the America the Beautiful Subaward.

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

The Wildlife Restoration Data Management System is currently in the RFP process and is expected to be awarded this fiscal year; the 1st US Forest Services KNF Agreement was signed 6/20/23 and will be in place for the full FY2024 year; the 2nd US Forest Services KNF Agreement has additional federal budget of \$70,000 for the FY24 year; the Lower Mississippi Valley Inflation Reduction Act funds are expected to be available by 10/1/23 and must be expended by 9/30/26; the USDA-APHIS - Chronic Wasting Disease Grant starts 8/1/23 and ends 6/30/24; the USDA- APHIS - West Nile Virus in Alligators Grant starts 8/1/23 and ends 7/30/24; the additional \$250,000 in travel will be spent out over the FY2024 year (see attached listing); and Louisiana's Subaward of the America the Beautiful Grant Awarded to Mississippi the funding for this award is expected to be received in FY24.

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

NO

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

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

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

**This BA7 will provide LDWF with the funds to complete the RFP for the Wildlife Restoration Data Management System, the projects associated with the two (2) US Forest Service KNF Agreements, the Louisiana portion of the Lower Mississippi Valley Inflation Reduction Act, the USDA-APHIS CWD grant, the USDFA-APHIS WNV Alligator grant, the Louisiana subaward portion of the America the Beautiful Grant awarded to Mississippi, along with the travel funds needed for FY24.**

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT	ADJUSTMENT	REVISED
		FY 2023-2024	(+) OR (-)	FY 2023-2024

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

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

**This BA7 does not include revisions or create new objectives and performance indicators.**

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

**This BA7 will provide LDWF with the funds to complete the RFP for the Wildlife Restoration Data Management System, the projects associated with the two (2) US Forest Service KNF Agreements, the Louisiana portion of the Lower Mississippi Valley Inflation Reduction Act, the USDA-APHIS CWD grant, the USDFA-APHIS WNV Alligator grant, the Louisiana subaward portion of the America the Beautiful Grant awarded to Mississippi, along with the travel funds needed for FY24.**

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

**No having these funds will reduce LDWF's ability to complete the RFP for the Wildlife Restoration Data Management System, the projects associated with the two (2) US Forest Service KNF Agreements, the Louisiana portion of the Lower Mississippi Valley Inflation Reduction Act, the USDA-APHIS CWD grant, the USDFA-APHIS WNV Alligator grant, the Louisiana subaward portion of the America the Beautiful Grant awarded to Mississippi, along with the travel funds needed for FY24.**

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 1 NAME: <u>Office of Wildlife Federal Funds Program mp</u>							
MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
<b>GENERAL FUND BY:</b>							
Direct	\$1,769,193	\$0	\$1,769,193	\$0	\$0	\$0	\$0
Interagency Transfers	\$4,370,863	\$0	\$4,370,863	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$4,487,066	\$0	\$4,487,066	\$0	\$0	\$0	\$0
Statutory Dedications **	\$27,909,479	\$0	\$27,909,479	\$0	\$0	\$0	\$0
<b>FEDERAL FUNDS</b>	<b>\$28,139,637</b>	<b>\$5,250,229</b>	<b>\$33,389,866</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL MOF</b>	<b>\$66,676,238</b>	<b>\$5,250,229</b>	<b>\$71,926,467</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$13,540,274	\$0	\$13,540,274	\$0	\$0	\$0	\$0
Other Compensation	\$919,504	\$188,470	\$1,107,974	\$0	\$0	\$0	\$0
Related Benefits	\$9,406,689	\$0	\$9,406,689	\$0	\$0	\$0	\$0
Travel	\$194,804	\$275,740	\$470,544	\$0	\$0	\$0	\$0
Operating Services	\$3,375,394	\$162,560	\$3,537,954	\$0	\$0	\$0	\$0
Supplies	\$3,330,307	\$19,702	\$3,350,009	\$0	\$0	\$0	\$0
Professional Services	\$4,416,178	\$101,641	\$4,517,819	\$0	\$0	\$0	\$0
Other Charges	\$14,624,726	\$1,294,099	\$15,918,825	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,965,734	\$2,350,563	\$5,316,297	\$0	\$0	\$0	\$0
Acquisitions	\$5,925,336	\$97,404	\$6,022,740	\$0	\$0	\$0	\$0
Major Repairs	\$7,977,292	\$760,050	\$8,737,342	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$66,676,238</b>	<b>\$5,250,229</b>	<b>\$71,926,467</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	229	0	229	0	0	0	0
Unclassified	29	0	29	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>258</b>	<b>0</b>	<b>258</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TOT FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>258</b>	<b>0</b>	<b>258</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$471,000	\$0	\$471,000	\$0	\$0	\$0	\$0
Louisiana Alligator Resource Dedicated Fund Account (W09A)	\$2,918,966	\$0	\$2,918,966	\$0	\$0	\$0	\$0
LA Duck License Stamp and Print Dedicated Fund Account (W08A)	\$1,097,100	\$0	\$1,097,100	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Louisiana Wild Turkey Stamp Fund (W16)	\$30,100	\$0	\$30,100	\$0	\$0	\$0	\$0
Rockefeller Wildlife Refuge and Game Preserve Fund	\$6,249,987	\$0	\$6,249,987	\$0	\$0	\$0	\$0
Rockefeller Wildlife Refuge Trust and Protection Fund (R1C)	\$1,023,952	\$0	\$1,023,952	\$0	\$0	\$0	\$0
Marsh Island Operating Fund (RS1)	\$169,570	\$0	\$169,570	\$0	\$0	\$0	\$0
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0
Oil Spill Contingency Fund (V01)	\$303,000	\$0	\$303,000	\$0	\$0	\$0	\$0
Conservation Fund (W01)	\$14,855,272	\$0	\$14,855,272	\$0	\$0	\$0	\$0
LA Fur Public Education and Marketing Fund (W03)	\$59,500	\$0	\$59,500	\$0	\$0	\$0	\$0
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$1,041,194	\$0	\$1,041,194	\$0	\$0	\$0	\$0
Scenic Rivers Fund (W07)	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0
Natural Heritage Account (W04)	\$32,000	\$0	\$32,000	\$0	\$0	\$0	\$0
Conservation - Waterfowl Account (W20)	\$63,000	\$0	\$63,000	\$0	\$0	\$0	\$0
Conservation of the Black Bear Account (W23)	\$208,500	\$0	\$208,500	\$0	\$0	\$0	\$0
Conservation-Quail Account (W24)	\$28,000	\$0	\$28,000	\$0	\$0	\$0	\$0
Conservation-White Tail Deer Account (W26)	\$15,700	\$0	\$15,700	\$0	\$0	\$0	\$0
White Lake Property Fund (W32)	\$1,315,429	\$0	\$1,315,429	\$0	\$0	\$0	\$0
MC Davis Conservation Fund (W37)	\$11,275	\$0	\$11,275	\$0	\$0	\$0	\$0
Atchafalaya Delta WMA Mooring Account (W38)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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

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

PROGRAM 1 NAME: Office of Wildlife ~~Federal Funds~~ <sup>Program mg</sup>

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$5,250,229	\$5,250,229
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$188,470	\$188,470
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$275,740	\$275,740
Operating Services	\$0	\$0	\$0	\$0	\$162,560	\$162,560
Supplies	\$0	\$0	\$0	\$0	\$19,702	\$19,702
Professional Services	\$0	\$0	\$0	\$0	\$101,641	\$101,641
Other Charges	\$0	\$0	\$0	\$0	\$1,294,099	\$1,294,099
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$2,350,563	\$2,350,563
Acquisitions	\$0	\$0	\$0	\$0	\$97,404	\$97,404
Major Repairs	\$0	\$0	\$0	\$0	\$760,050	\$760,050
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,250,229</b>	<b>\$5,250,229</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	229
Unclassified	0	0	0	0	0	29
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>258</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>258</b>

## FEDERAL QUESTIONNAIRE ANALYSIS

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

### GENERAL PURPOSE

Our estimated Federal availability for FY24 is \$39,048,019 but only \$27,542,011 was recommended. It appears that \$2,360,000 was removed from professional services which is dedicated to the Wildlife Restoration Data Management System. This project is currently in the RFP process with OBP and is expected to be awarded this fiscal year. There will be Federal Funding via a grant associated with these costs.

Additionally, we have been awarded, or are in the process of being awarded, several new Federal funding sources totaling \$1,735,723.74. These funding sources are:

\* US Forest Service - KNF Agreement - (\$303,244.57) - 23-GN-110808000-215 (\$233,245.27) & 17-GN-110808000-001 - (\$70,000)

\* Inflation Reduction Act (\$750,000) - This is the amount apportioned to LDWF properties.

\* USDA-APHIS - CWD - AP23WSNVRC00C052 - (\$182,478.17)

\* USDA-APHIS - AP23VSD & B000G003 - WNV Alligators (\$600,000.00)

\* FY23 was the largest comeback for conferences, trainings, etc. due to the eliminating post-Covid travel restrictions. Because of this, during the FY23 budget year, we exceeded our budget authority of \$204,000 and were required to request additional funds via several BA7s. We ended up expending a total of \$285,259.23. After an in-depth evaluation of our agencies travel needs for FY24, we are estimating travel expenditures to reach \$443,784. In addition to the lifting of travel restrictions, the large increase in our estimated travel expenditures can be attributed to inflation, our agencies involvement in new federal funding and associated projects, higher than normal federal apportionments, and an increase in the success of Education programs which involve additional interstate field travel to administer.

\* Through a collaborative effort between the State of Mississippi and LDWF, the State of Mississippi was awarded an America the Beautiful grant in which they will be subawarding \$914,505.00 to LDWF. This funding source was not realized during the FY24 budget request so we are requesting a BA7 increase to accommodate for it.

### REVENUES

#### Federal Funds

Existing Budget	\$27,512,011.00
BA-7 Adjustment	\$ 6,250,228.74
Revised Budget	\$32,762,239.74

### EXPENDITURES

Expenditures	Wildlife Restoration Data Management System (in RFP phase)	US Forest Service - KNF Agreement	Inflation Reduction Act-Lower Mississippi Valley	USDA-APHIS CWD	USDA-APHIS-Earmark	Travel	America the Beautiful Mississippi State/LDWF collaborative award	Total
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Compensation	\$ -	\$ 161,850.00	\$ -	\$ -	\$ -	\$ -	\$ 28,820.00	\$ 188,470.00
Related Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ 25,740.00	\$ -	\$ -	\$ -	\$ 250,000.00	\$ -	\$ 275,740.00
Operating Services	\$ -	\$ 2,839.26	\$ -	\$ 5,022.17	\$ 154,899.00	\$ -	\$ -	\$ 162,560.42
Supplies	\$ -	\$ 10,835.82	\$ -	\$ 8,768.00	\$ -	\$ -	\$ -	\$ 19,701.62
Professional Services	\$ -	\$ -	\$ -	\$ 101,841.00	\$ -	\$ -	\$ -	\$ 101,841.00
Other Charges	\$ -	\$ 60,812.50	\$ -	\$ 600.00	\$ 345,101.00	\$ -	\$ 887,685.00	\$ 1,294,098.50
Acquisition	\$ -	\$ 30,854.00	\$ -	\$ 66,550.00	\$ -	\$ -	\$ -	\$ 97,404.00
Major Repairs	\$ -	\$ 10,050.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ 760,050.00
Interagency Transfers	\$ 2,350,000.00	\$ 583.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,350,583.20
TOTAL	\$ 2,350,000.00	\$ 303,244.57	\$ 750,000.00	\$ 182,478.17	\$ 500,000.00	\$ 250,000.00	\$ 914,505.00	\$ 6,250,228.74

### OTHER

Fiscal Contact:	Beth Boulet, Fiscal Officer, (228) 765-2801	bouletb@lf.la.gov
Programmatic Contact:	Scott Longman, Deputy Assistant Secretary, (228) 765-3513	slongman@lf.la.gov
Testifying before JLCB:	Randy Myers, Assistant Secretary, (228) 765-2805	rmyers@lf.la.gov

### BA-7 SUPPORT INFORMATION

Attachment 1 - Federal Funding Spreadsheet for FY24  
Attachment 2.1 Database RFP schedule  
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Attachment 6.2-USDA-APHIS-Earmark-Award  
Attachment 7.1-519 Travel FY24  
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Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Compensation	\$ -	\$ 161,860.00	\$ -	\$ -	\$ -	\$ -	\$ 25,820.00	\$ 188,470.00
Related Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ 25,740.00	\$ -	\$ -	\$ -	\$ 250,000.00	\$ -	\$ 275,740.00
Operating Services	\$ -	\$ 2,839.25	\$ -	\$ 5,022.17	\$ 184,869.00	\$ -	\$ -	\$ 192,730.42
Supplies	\$ -	\$ 10,835.62	\$ -	\$ 8,786.00	\$ -	\$ -	\$ -	\$ 19,701.62
Professional Services	\$ -	\$ -	\$ -	\$ 101,641.00	\$ -	\$ -	\$ -	\$ 101,641.00
Other Charges	\$ -	\$ 80,812.50	\$ -	\$ 600.00	\$ 345,101.00	\$ -	\$ 887,885.00	\$ 1,294,098.50
Acquisition	\$ -	\$ 30,854.00	\$ -	\$ 88,850.00	\$ -	\$ -	\$ -	\$ 119,704.00
Major Repairs	\$ -	\$ 10,050.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ 760,050.00
Interagency Transfers	\$ 2,350,000.00	\$ 563.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,350,563.20
<b>TOTAL</b>	<b>\$ 2,350,000.00</b>	<b>\$ 303,244.57</b>	<b>\$ 750,000.00</b>	<b>\$ 182,479.17</b>	<b>\$ 600,000.00</b>	<b>\$ 250,000.00</b>	<b>\$ 914,505.00</b>	<b>\$ 5,250,228.74</b>

### OTHER

Fiscal Contact:	Beth Boulet, Fiscal Officer, (228) 765-2801	bouletb@dfw.ms.gov
Programmatic Contact:	Scott Longman, Deputy Assistant Secretary, (228) 763-3513	slongman@dfw.ms.gov
Testifying before JLCB:	Randy Myers, Assistant Secretary, (228) 765-2805	myersr@dfw.ms.gov

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# Agenda Item #3

## Facility Planning and Control Agenda



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

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

**Briefing Book**

**FOR**

**October 2023**

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**October 2023**

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<b>Supplemental Funds Request</b> Grand Isle Independent Levee District Grand Isle Back Levee Flood Protection (Jefferson) State Project No. 36-L25-20-01, F.36000065	<b>2</b>
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Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

September 11, 2023

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

RE: **Combination of Appropriations Request**  
**LUMCON Houma Campus**  
**Houma, Louisiana**  
**Project Nos: 870 and 1725**

Dear Chairman Zeringue:

Act 465 of 2023 includes the project titled **Houma Marine Campus Phase 2, Planning and Construction (870)** and a second project titled **LUMCON Houma Marine Campus, Planning and Construction (1725)**. These projects are both to be completed at the LUMCON Houma campus and are interrelated.

The entire project includes LUMCON's new Blue Works educational facility, as well as the construction of a new bulkhead and marine operations building. Both the bulkhead and building will support vessel operations once the National Science Foundation (NSF) funded vessels are complete and ready to begin sea trials and provide harbor for the vessel being built by the state to replace LUMCON's Pelican. The Houma site will also serve as the home port for the NSF Vessel dedicated to the Gulf of Mexico.

Combining these two projects will allow the proposed additions and modifications to the existing campus to be facilitated under one project to gain the efficiencies and flexibilities of one project. Therefore, Facility Planning and Control is requesting to combine the individual appropriations for the additions and modifications.

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

Sincerely,

Roger E. Husser, Jr.  
Director

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

Mark A. Moses  
Assistant Commissioner

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

Jay Dardenne  
Commissioner of Administration

*Collis B. Temple, III*  
*Chair*

*Gary N. Solomon, Jr.*  
*Vice Chair*

*Robert W. Levy*  
*Secretary*

*Kim Hunter Reed, Ph.D.*  
*Commissioner of Higher Education*



BOARD of REGENTS  
STATE OF LOUISIANA

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*T. Jay Seale, III*  
*Terrie P. Sterling*  
*Felix R. Weill*  
*Judy A. Williams-Brown*  
*Samuel T. Gil, Student*

## MEMORANDUM

**TO:** Roger Husser, Director  
Office of Facility Planning and Control

**FROM:** Chris Herring *CH*  
Associate Commissioner for Facilities Planning and Emergency Management

**RE:** LUMCON Houma Campus - Act 465 of the 2023 Legislative Session  
Appropriations

**DATE:** September 7, 2023

The Board of Regents (BoR) requests that the Office of Facility Planning and Control (FP&C) submit a request to the Joint Legislative Committee on the Budget (JLCB) to consolidate the two appropriations related to the Louisiana Universities Marine Consortium's (LUMCON) development of the Houma campus. Currently, the Houma campus development is split into two appropriations, the Houma Marine Campus and Houma Marine Campus Phase II. The entire project includes LUMCON's new Blue Works educational facility, as well as the construction of a new bulkhead and marine operations building. Both the bulkhead and building will support vessel operations once the National Science Foundation (NSF) funded vessels are complete and ready to begin sea trials and provide harbor for the vessel being built by the state to replace LUMCON's Pelican. The Houma site will also serve as the home port for the NSF vessel dedicated to the Gulf of Mexico.

Due to the estimated completion of the first NSF vessel scheduled for 2025, and the importance of ensuring timely completion of LUMCON's Houma campus to provide a home port for the Gulf of Mexico vessel, we are requesting consolidation of the two LUMCON appropriations.

Thanks in advance for your consideration of our request.



Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

October 10, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 80372  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Grand Isle Independent Levee District  
Grand Isle Back Levee Flood Protection  
(Jefferson)  
State Project No. 36-L25-20-01, F.36000065**

Dear Chairman Zeringue:

The Grand Isle Independent Levee District is requesting approval to receive \$800,000 payable from the Capital Outlay Savings Fund for the referenced project. The bids for the project exceeded the funds available for construction. The efforts to reduce costs have not brought the project back into budget. The funds, if approved, will allow the project to proceed to construction on this very much needed flood protection project.

Therefore, we are requesting the Committee approve supplemental funds in an amount of \$800,000 from the Capital Outlay Savings Fund in order to proceed with construction of the referenced project. Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Roger E. Husser, Jr.

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

Mark A. Moses  
Assistant Commissioner

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

Jay Dardenne  
Commissioner of Administration

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

October 10, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 80372  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Louisiana Tech University  
Athletic Academic Center  
(Lincoln)  
State Project No. 19-625-22-04, F.19002427**

Dear Chairman Zeringue:

Louisiana Tech University is requesting approval to receive \$5,000,000 payable from the Capital Outlay Savings Fund for the referenced project. The Priority 1 appropriations in Act 465 of 2023 exceed the available capacity. The funds, if approved, will replace a like amount of the Priority 1 General Obligation Bond appropriation in Act 465 of 2023.

The project will soon be ready to advertise for bids to construct this important project for student-athletes. Therefore, we are requesting the Committee approve supplemental funds in an amount of \$5,000,000 from the Capital Outlay Savings Fund in order to proceed with bidding the referenced project. Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Roger E. Husser, Jr.

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

Mark A. Moses  
Assistant Commissioner

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

Jay Dardenne  
Commissioner of Administration

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

October 10, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 80372  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Department of Transportation and Development  
Public Improvements  
Acadiana Gulf of Mexico Access Channel (AGMAC)  
Port of Iberia  
(Iberia, Vermilion)**

Dear Chairman Zeringue:

The Department of Transportation and Development, on behalf of the Port of Iberia, is requesting approval to receive \$20,000,000 payable from the Capital Outlay Savings Fund. The Priority 1 appropriations in Act 465 of 2023 exceed the available capacity. The funds, if approved, will replace a like amount of the Priority 1 General Obligation Bond appropriation in Act 465 of 2023.

The Port of Iberia is ready to advertise for bids to implement a dredging project as the overall project is nearing the final phase. The need to implement the entire dredging project at one time, rather than in phases, will save a significant amount of demobilization and remobilization costs.

Therefore, we are requesting the Committee approve supplemental funds in an amount of \$20,000,000 from the Capital Outlay Savings Fund in order to proceed with bidding the referenced project. Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Roger E. Husser, Jr.

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

Mark A. Moses  
Assistant Commissioner

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

Jay Dardenne  
Commissioner of Administration



Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

September 28, 2023

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


**RE: Reporting of Change Orders over \$50,000 and Under \$100,000**  
**New 120 Bed Hospital**  
**Pinecrest Support and Services Center**  
**Central Louisiana State Hospital**  
**Pineville, Louisiana**  
**Project No. 09-340-12-01, Part 01 (F.09000040)**

Dear Chairman Zeringue:

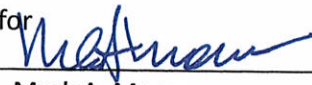
In accordance with R.S. 39:126 any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority Facility Planning & Control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

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


Sincerely,

  
Roger E. Husser, Jr.  
Director

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

  
Mark A. Moses  
Assistant Commissioner

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

  
Jay Dardenne  
Commissioner of Administration



**Reporting of Change Orders over \$50,000 and Under \$100,000.00**

**New 120 Bed Hospital**

**Pinecrest Support and Services Center**

**Central Louisiana State Hospital**

**Pineville, Louisiana**

**Project No. 09-340-12-01, Part 01 (F.09000040)**

**State ID No.: New and S068678, S06952, S06953, S06954**

**Site Code: 6-40-030**

**Date of Contract: May 13, 2021**

**Original Contract Amount: \$32,389,000.00**

**Change by previous change orders:**

Change Order No. 1:	\$56,052.00
Change Order No. 2:	\$31,139.00
Change Order No. 3:	\$46,469.00
Change Order No. 4:	\$47,738.00
Change Order No. 5:	\$46,152.00
Change Order No. 6:	\$79,299.00
Change Order No. 7:	\$43,824.00
Change Order No. 8:	\$82,075.00
Change Order No. 9:	\$92,625.00
Change Order No.10:	\$97,180.00
Change Order No. 11:	\$95,183.00
Change Order No. 12:	\$89,236.00
Change Order No. 13:	\$27,654.00
Change Order No. 14:	(\$17,954.00)

Contract amount increased by change order 15: \$68,000.00

Contract amount increased by change order 16: \$66,400.00

**New Contract sum: \$33,340,072.00**

Change Order 15 (executed July 28, 2023) increases the amount of the contract by \$68,000.00 to replace deteriorated domestic water piping for hot and cold water lines for renovated Buildings "D" & "E". This amount is covered by the project contingency.

Change Order 16 (executed August 3, 2023) increases the amount of the contract by \$66,400.00 to replace electrical circuits and cabling for renovated Building "D", Fire Marshal required Key Switches and audio alarms, User requested wireless access points, access panel for HVAC Unit, and repairs to existing chiller line. This amount is covered by the project contingency.

**Backup Information**  
**Reporting of Change Orders over \$50,000 and Under \$100,000**  
**New 120 Bed Hospital**  
**Pinecrest Support and Services Center**  
**Central Louisiana State Hospital**  
**Pineville, Louisiana**  
**Project No. 09-340-12-01, Part 01 (F.09000040)**

**History**

- A contract was awarded on May 13, 2021 in the amount of \$32,389,000 to Ratcliff Construction.
- The project is for the construction of a new 120 Bed Hospital in Pineville.
- Change Order No. 1 was executed in the amount of \$56,052 to relocate underground primary feeders to facilitate installation of a retaining wall. The location of feeders were correct; the depth was unknown.
- Change Order No. 2 was executed in the amount of \$31,139 to modify an existing manhole.
- Change Order No. 3 was executed in the amount of \$46,469 to provide a resinous flooring system with a moisture mitigation barrier.
- Change Order No. 4 was executed in the amount of \$47,738 to address multiple unforeseen conditions at the existing support buildings that are being renovated.
- Change Order No. 5 was executed in the amount of \$46,152 to provide a new foundation and fencing for the User furnished generator and to address multiple unforeseen conditions at the existing support buildings that are being renovated.
- Change Order No. 6 was executed in the amount of \$79,299.00 would add labor, materials, and equipment to facilitate installation of the User furnished 750 KW diesel generator.
- Change Order No. 7 was executed in the amount of \$43,824.00 to provide wood blocking for User provided patient lockers, concrete pad for User provided generator at Building H (Pharmacy), and provide generator access platforms for User furnished 750kW and 450kW generators.
- Change Order No. 8 was executed in the amount of \$82,075.00 to re-route the natural gas line.
- Change Order No. 9 was executed in the amount of \$92,625.00 to repair termite damage & add water heaters (existing bldg.), add lockable receptacle covers, natural gas rerouting, dryer vents, and concrete paving. This amount is covered by the project contingency.
- Change Order No. 10 was executed in the amount of \$97,180.00 to replace failed underground cast iron sanitary sewer and metal framing/gypsum boards walls at Building D (existing bldg.). This amount is covered by the project contingency.

- Change Order No. 11 was executed in the amount of \$95,183.00 to replace failed underground cast iron sanitary sewer and metal framing/gypsum boards walls at Building E. This amount is covered by the project contingency.
- Change Order No. 12 was executed in the amount of \$89,236.00 to modify existing ducts in Buildings D & E for new duct installation, repair pull box no. 5, demo and replace Buildings D & E sidewalk, add card access at existing security gates, and add Biometric Card readers and intercoms at Building M. This amount is covered by the project contingency.
- Change Order No. 13 was executed in the amount of \$27,654.00 for installation of new pipe below new insulation to prevent freezing in Building D. This amount is covered by the project contingency.
- Change Order No. 14 was executed in the credited amount of \$17,954.00 for scope reduction in Building F.
- Change Order 15 was executed in the amount of \$68,000 to replace deteriorated domestic water piping for hot and cold water lines for renovated Buildings "D" & "E". This amount is covered by the project contingency.
- Change Order 15 did not add days to the contract.
- Change Order 16 increases the amount of the contract by \$66,400.00 to replace electrical circuits and cabling for renovated Building "D", Fire Marshal required Key Switches and audio alarms, User requested wireless access points, access panel for HVAC Unit, and repairs to existing chiller line. This amount is covered by the project contingency.
- Change Order 16 did not add days to the contract.

#### Reason/Justification for JLCB Action

Change Order 15 (executed July 28, 2023) increases the amount of the contract by \$68,000.00 to replace deteriorated domestic water piping for hot and cold water lines for renovated Buildings "D" & "E". These repairs, along with project renovations, shall allow continued use of the approximately 47+ year old buildings for years to come. This amount is covered by the project contingency.

Change Order 16 (executed August 3, 2023) increases the amount of the contract by \$66,400.00 to replace electrical circuits and cabling for renovated Building "D", Fire Marshal required Key Switches and audio alarms, User requested wireless access points, access panel for HVAC Unit, and repairs to existing chiller line. This scope of work will facilitate the Users needs for daily operations of the Facility. This amount is covered by the project contingency.

## Agenda Item #4

Review and approval of  
the Fiscal Year 2023-  
2024 operating budget  
for the Greater New  
Orleans Expressway  
Commission, in  
accordance with  
Section 2(C) of Act 875  
of 1988





Alan M. Boxberger  
Legislative Fiscal Officer

**STATE OF LOUISIANA**  
Legislative Fiscal Office  
**BATON ROUGE**

Post Office Box 44097  
Capitol Station  
Baton Rouge, LA 70804  
Phone: 225.342.7233

To: The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
The Honorable Members of the Joint Legislative Committee on the Budget

From: Kimberly Frugé, Fiscal Analyst *KF*  
Alan Boxberger, Legislative Fiscal Officer *AMB*

Date: October 18, 2023

Subject: GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
FY 24 BUDGET ANALYSIS

The Greater New Orleans Expressway Commission (GNOEC) staff annually prepares its budget for approval by the Commissioners in accordance with its bond indenture. Upon approval by the GNOEC, the budget is then submitted to the Legislative Fiscal Office. The GNOEC approved the budget on August 9, 2023, and submitted the approved budget to the Legislative Fiscal Office.

Prior to the submission of the annual operating budget to the Joint Legislative Committee on the Budget (JLCB) for its approval or rejection, the Legislative Fiscal Office reviews the submission of the budget for mathematical accuracy and content. In addition, the Legislative Fiscal Office prepares an analysis of the budget submitted by the GNOEC and provides this report to the Joint Legislative Committee on the Budget (JLCB) for its consideration.

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**BUDGET SUMMARY, FISCAL YEAR 2023-24**  
**Greater New Orleans Expressway Commission**

	Actual FY 21	Actual FY 22	Approved FY 23	Requested FY 24	Change From Prior FY	
					\$	%
<b>Means of Finance</b>						
Tolls	\$20,770,961	\$23,169,701	\$23,082,000	\$25,162,000	\$2,080,000	9.0%
Highway Fund No. 2	\$6,872,397	\$6,865,778	\$6,400,000	\$6,250,000	(\$150,000)	-2.3%
Interest Income	\$27,573	\$22,811	\$60,000	\$35,000	(\$25,000)	-41.7%
Other Revenue	\$174,344	\$123,280	\$100,000	\$100,000	\$0	0.0%
<b>Total MOF</b>	<b>\$27,845,275</b>	<b>\$30,181,570</b>	<b>\$29,642,000</b>	<b>\$31,547,000</b>	<b>\$1,905,000</b>	<b>6.4%</b>
<b>Expenditures</b>						
Salaries	\$4,204,993	\$3,147,573	\$4,821,774	\$4,945,087	\$123,312	2.6%
Other Compensation	\$34,232	\$34,232	\$34,180	\$34,180	\$0	0.0%
Related Benefits	\$1,554,822	\$1,737,756	\$2,312,645	\$2,445,415	\$132,770	5.7%
<b>Personnel Svcs.</b>	<b>\$5,794,047</b>	<b>\$4,919,561</b>	<b>\$7,168,609</b>	<b>\$7,424,682</b>	<b>\$256,082</b>	<b>3.6%</b>
Operating Services	\$2,950,134	\$4,154,681	\$3,597,000	\$3,647,500	\$50,500	1.4%
Supplies	\$1,257,063	\$1,425,655	\$1,359,685	\$1,374,925	\$15,240	1.1%
<b>Operating Expenses</b>	<b>\$4,207,197</b>	<b>\$5,580,336</b>	<b>\$4,956,685</b>	<b>\$5,022,425</b>	<b>\$65,740</b>	<b>1.3%</b>
<b>Professional Services</b>	<b>\$189,937</b>	<b>\$172,935</b>	<b>\$215,000</b>	<b>\$215,000</b>	<b>\$0</b>	<b>0.0%</b>
Debt Service	\$7,617,131	\$7,617,131	\$7,427,781	\$9,333,431	\$1,905,650	25.7%
State Surplus-HPL	\$1,666,833	\$1,722,004	\$1,672,940	\$1,729,097	\$56,157	3.4%
<b>Other Charges</b>	<b>\$9,283,964</b>	<b>\$9,339,135</b>	<b>\$9,100,721</b>	<b>\$11,062,528</b>	<b>\$1,961,807</b>	<b>21.6%</b>
Acquisitions	\$151,936	\$151,936	\$531,395	\$697,342	\$165,947	31.2%
Maj. Rep./Cap. Imps.	\$8,218,194	\$10,017,667	\$7,669,599	\$7,125,023	(\$544,576)	-7.1%
<b>Acquisitions/Repairs</b>	<b>\$8,370,130</b>	<b>\$10,169,603</b>	<b>\$8,200,995</b>	<b>\$7,822,365</b>	<b>(\$378,630)</b>	<b>-4.6%</b>
<b>Total Expenditures</b>	<b>\$27,845,275</b>	<b>\$30,181,570</b>	<b>\$29,642,000</b>	<b>\$31,547,000</b>	<b>\$1,904,999</b>	<b>6.4%</b>

Section 2 of Act 875 of 1988 requires the GNOEC to submit its annual budget to the Joint Legislative Committee on the Budget for its approval or rejection prior to the expenditure of funds contained in such budget. Act 842 of the 2008 Regular Legislative Session requires "...consideration of operating budgets shall be given in advance of the beginning of the subject entity's fiscal year." The GNOEC's new fiscal year begins on November 1, 2023; therefore, its annual operating budget is being presented at this time.

## **BUDGET SUMMARY**

The Greater New Orleans Expressway Commission (GNOEC) is requesting approval of a FY 24 total budget of \$31.5 M, representing a \$1.9 M total increase, or 6.4%, from the budget approved by the JLCB for FY 23. The Commission anticipates a \$2.1 M increase in toll revenue in FY 24 over initial FY 23 projections.

## **MEANS OF FINANCING**

The FY 24 revenue for the GNOEC operating budget total \$31.5 M and are comprised of the following: toll revenue (79.8%), State Highway Fund No. 2 revenue (19.8%), interest income (0.1%), and other revenue (0.3%). The following discussion will provide additional details on these means of finance.

### **Toll Revenue**

The proposed toll revenue for FY 24 increases approximately 9% from the approved FY 23 budget. Toll revenue is budgeted at \$25.2 M for FY 24, which is \$2.1 M over the total approved in FY 23 (\$23.1 M). This increase is primarily due to the increase in toll schedule rates (see page 7 for rate increases). The total number of one-way crossings on the expressway is anticipated to be 6,027,163 in FY 24 as compared with 5,802,141 for FY 23, an increase of 225,022 crossings, or 3.9%. The full toll schedule is outlined on page 7, and toll revenue history is discussed on page 8.

The toll revenue is used to pay for the Commission's operating expenses (\$12.7 M), and the excess toll revenue is encumbered in order to pay for future capital improvement projects and debt services. For FY 24, \$6.2 M will be used to pay the 2017 debt service payment (see page 16). The remaining \$6.3 M will be placed in the Extraordinary Maintenance and Repair Reserve Fund for current and future projects (see page 18).

### **State Highway Fund Number 2**

State Highway Fund No. 2 revenue is derived from vehicular license taxes collected in Orleans, Jefferson, St. John the Baptist, St. Charles, Tangipahoa, and St. Tammany parishes. This revenue is disbursed as follows: 1) fifty percent (50%) accruing to GNOEC; 2) all monies collected in Orleans Parish from vehicular registration license fees and taxes from trucks and trailers pursuant to LA R.S. 47:462 are deposited into the New Orleans Ferry Fund; 3) after making the allocation for the GNOEC, and the New Orleans Ferry Fund, fifty percent (50%) of monies collected in Jefferson Parish pursuant to R.S. 47:462 are deposited into the Regional Maintenance and Improvement Fund; and 4) the remaining funds are deposited into the Transportation Trust Fund (TTF). Based upon the Revenue Estimating Conference's latest adopted revenue forecast of \$12.8 M for FY 23, the GNOEC's share of revenue is anticipated to total \$6.4 M in State Highway Fund No. 2 dollars for FY 23. The Commission has approved a budget of \$6.25 M for FY 24.

The GNOEC's budgeted revenue (\$6.25 M) from State Highway Fund No. 2 is anticipated to be greater than its debt service payment (for Series 2013 and 2014 bonds) backed by



resources from the fund, which is projected to be \$3.1 M in FY 24. As stated in earlier reports, the Legislative Fiscal Office (LFO) previously requested and received an Attorney General opinion on this matter verifying that "surplus" funds from Highway Fund No. 2 are permissible to be utilized by the GNOEC in its budget for expenses of the Huey P. Long (HPL) Bridge and other local agencies, as well as capital improvements. The excess revenue from the Highway Fund No. 2 after the annual debt service payment is \$3.15 M (or \$6.25 M minus \$3.1 M); \$1.7 M will go towards IAT for the HPL Bridge and local agencies, and the remaining surplus of \$1.4 M will be encumbered for acquisitions (\$697,342) and major repairs and capital improvements (\$719,129).

#### Interest Income

Interest income is projected at \$35,000 for FY 24, which is a decrease of \$25,000 or 41.7 % from FY 23. This category consists of monies received from interest received from construction investments. Revenue from interest income is deposited into the Extraordinary Maintenance and Repair Reserve Fund. The budgeted amount of \$35,000 is to align the budget with the expected expenditures from the Extraordinary Maintenance and Repair Reserve Fund.

#### Other Revenue

Other revenue is projected at \$100,000 for FY 24, which is the same as the approved amount in FY 23. This category consists of monies received for copies of police accident and incident reports, plans for projects, records requests, and revenue generated from ATM fees. If the Commission has a surplus auction during the year, revenue generated from the event will go towards other revenue. The budgeted amount of \$100,000 is to align the budget with the expected expenditures from the Extraordinary Maintenance and Repair Reserve Fund.

## MEANS OF FINANCING ISSUES

### Act 481 of 2016 - Toll Increases, Toll Bonds, Span Improvements

Act 481 of 2016 allows the GNOEC to carry out improvements to both spans of the bridge, including the addition of safety bays and higher safety rails and to issue toll bonds up to \$133 M, the proceeds of which would be used to fund the higher safety rails and safety bays. The bond issuance was subject to approval of the State Bond Commission, as well as Jefferson and St. Tammany Parishes, the localities that the bridge directly serves. Act 481 also states that the bonds must be backed using revenue derived from tolls and cannot be supplemented by State Highway Fund No. 2, which the GNOEC uses to fund its current debt service payments. As a result, the GNOEC voted to increase toll schedules for use of the bridge in August 2016, allowing the Commission to back the bond issuance with increased toll revenue. During FY 17, the GNOEC issued bonds with a principal amount of \$88.7 M and an interest rate of 5% with a maturity date of November 1, 2047. For FY 22 and FY 23, the GNOEC is only required to pay the interest with no principal payment owed. The GNOEC paid \$4.3 M towards interest in FY 22 and FY 23. Payment on the principal will resume in FY 24. The total payment amount for FY 24 is \$6,229,000 (see page 16).

Act 481 allowed the GNOEC to fund higher safety rails on both spans at a cost of up to \$67 M. The GNOEC contracted with Texas A&M University to develop a rail that would fasten to the top of the existing rails on the southbound and northbound spans. Two options were tested. The option the GNOEC chose was to increase the rail height of the southbound span by 21 inches for a total rail height of 46 inches (25-inch existing rail height + 21-inch addition) at a total estimated cost of \$40 M. It includes 2 bars spanning the length of the bridge on both sides and will be secured to the bridge by a bolt on the top and side of the existing rail. The project to increase the rail height began in May 2019 and was completed in June 2023.

In addition to increasing the rail heights on the southbound spans, Act 481 allowed the GNOEC to add safety bays to both spans of the bridge at a cost of up to \$63 M. The safety bays have a length of 1,008 feet each and resulted in a partial lane being added to each span of the bridge at different intervals that will allow vehicles to pull off in case of mechanical failure or wrecks. There are a total of 12 safety bays with the Northbound and Southbound bridges each having six. The safety bays on the Southbound Bridge required 12 of its 56-foot spans to be widened, and the Northbound Bridge safety bays required 8 of its 84-foot spans to be widened. The safety bays added up to an additional 16 feet of width to the corresponding spans. Volkert Inc. was the design engineer for the project and anticipated a total project cost of approximately \$54 M. Test pilings were put into the lake at the beginning September of 2018, and construction began on the full project in December of 2018. The project was completed in August of 2020.

### Toll Rates and Rehabilitation Projects

The GNOEC increased tolls during an August 2016 meeting through a resolution. In addition to increasing tolls in 2017, the resolution set the tolls to automatically increase every seven years thereafter. Proceeds from the increased toll revenue is used to finance a bond issuance, the proceeds of which funded higher safety rails on the southbound span and safety bays on both spans. The first increase became effective on May 1, 2017. The second increase will become effective on November 1, 2023. Tables of the 2017 and 2024 toll schedule are below.

Note: The GNOEC began one-way toll collections in May 1999. Tolls have been collected only on the North Shore since that time.

#### **Current TOLL SCHEDULE Effective May 1, 2017 – October 31, 2023**

# of Axles	Toll Tag		Cash	
	Under 7'	Over 7'	Under 7'	Over 7'
2	\$3.00	\$9.00	\$5.00	\$9.00
3	\$6.75	\$13.50	\$7.00	\$14.00
4	\$9.00	\$18.00	\$9.00	\$18.00
5	\$11.25	\$22.50	\$12.00	\$23.00
6	\$11.25	\$22.50	\$12.00	\$23.00
7+	\$11.25	\$22.50	\$12.00	\$23.00

#### **NEW TOLL SCHEDULE Effective November 1, 2023**

# of Axles	Toll Tag		Cash	
	Under 7'	Over 7'	Under 7'	Over 7'
2	\$3.40	\$10.25	\$6.00	\$11.00
3	\$7.75	\$15.25	\$8.00	\$16.00
4	\$10.25	\$20.50	\$11.00	\$21.00
5	\$12.75	\$25.50	\$14.00	\$26.00
6	\$12.75	\$25.50	\$14.00	\$26.00
7+	\$12.75	\$25.50	\$14.00	\$26.00

### Toll Revenue

Toll revenue is projected at \$25.1 M for FY 24, an increase of \$2.1 M, or 9%, above the \$23.1 M approved in FY 23. This revenue is used to pay for the Commission's operating expenses of \$12.7 M. The excess toll revenue is encumbered in order to pay for future capital improvement projects and debt services. In FY 24, \$6.3 M will be placed in the Extraordinary Maintenance and Repair Reserve Fund for current and future projects. The remaining \$6.2 M will be used to pay the 2017 debt service payment.

Toll revenue is budgeted based on historical collections and trends in traffic patterns. The table below illustrates toll revenue collections and traffic counts from FY 04 (pre-Katrina levels) to projected levels in FY 24. The large decrease in FY 20 revenue is a result of decreased traffic due to COVID-19.

### **TOLL REVENUE**

<b>Fiscal Year</b>	<b>Toll Collections</b>		<b>Traffic Count</b>	
	<b>\$</b>	<b>PY \$ Change</b>	<b>#</b>	<b>PY # Change</b>
2004	\$15,421,017		5,909,426	
2005	\$13,566,529	(\$1,854,488)	5,814,832	-94,594
2006	\$18,184,159	\$4,617,630	6,707,603	892,771
2007	\$17,768,414	(\$415,745)	6,571,180	-136,423
2008	\$17,135,270	(\$633,144)	6,366,320	-204,860
2009	\$17,047,947	(\$87,323)	6,400,327	34,007
2010	\$16,025,247	(\$1,022,700)	6,355,044	-45,283
2011	\$16,018,853	(\$6,394)	6,337,597	-17,447
2012	\$15,811,025	(\$207,828)	6,364,746	27,149
2013	\$16,212,070	\$401,045	6,409,719	44,973
2014	\$15,916,000	(\$296,070)	6,445,170	35,451
2015	\$16,455,022	\$539,022	6,413,600	-31,570
2016	\$16,543,981	\$88,959	6,629,438	215,838
2017	\$20,207,445	\$3,663,464	6,495,401	-134,037
2018	\$24,189,993	\$3,982,548	6,399,579	-95,822
2019	\$23,867,547	(\$322,446)	6,409,364	9,785
2020	\$18,721,627	(\$5,145,920)	5,216,325	-1,193,039
2021	\$20,771,000	\$2,049,373	5,524,940	308,615
2022	\$23,169,701	\$2,398,701	5,736,905	211,965
2023*	\$22,654,000	(\$515,701)	5,802,141	65,236
2024*	\$25,162,000	\$2,508,000	6,027,163	225,022

\*Projected



## EXPENDITURES

### PERSONNEL EXPENSES

Salaries	FTE	Actual FY 21	FTE	Actual FY 22	FTE	Approved FY 23	FTE	Requested FY 24	Change From PY	
									\$	%
<b>Administration</b>										
General Manager	1.0	\$133,843	1.0	\$140,527	1.0	\$150,527	1.0	\$156,551		
Office Personnel	12.0	\$568,596	12.0	\$511,323	12.0	\$620,059	13.0	\$687,205		
Less: HPL Adm.	(1.0)	(\$97,780)	(1.0)	(\$87,814)	(1.0)	(\$96,903)	(1.0)	(\$101,976)		
<b>Sub-Total</b>	<b>12.0</b>	<b>\$604,659</b>	<b>12.0</b>	<b>\$564,036</b>	<b>12.0</b>	<b>\$673,683</b>	<b>13.0</b>	<b>\$741,780</b>	<b>\$68,097</b>	<b>10.1%</b>
<b>Operations</b>										
Toll Collectors	16.0	\$613,330	16.0	\$634,758	16.0	\$689,999	16.0	\$666,745		
Maintenance	25.0	\$901,532	25.0	\$872,318	25.0	\$1,170,240	25.0	\$1,212,505		
Bascule Operators	5.0	\$252,285	5.0	\$187,304	5.0	\$221,263	5.0	\$230,128		
Dispatch	12.0	\$513,677	12.0	\$358,380	12.0	\$575,657	10.0	\$552,153		
Police	32.0	\$2,045,769	32.0	\$1,252,344	32.0	\$2,243,869	30.0	\$2,313,739		
Less: HPL Operations	(13.0)	(\$726,259)	(13.0)	(\$721,567)	(13.0)	(\$752,936)	(11.0)	(\$771,963)		
<b>Sub-Total</b>	<b>77.0</b>	<b>\$3,600,334</b>	<b>77.0</b>	<b>\$2,583,537</b>	<b>77.0</b>	<b>\$4,148,092</b>	<b>75.0</b>	<b>\$4,203,307</b>	<b>\$55,215</b>	<b>1.3%</b>
<b>Total Salaries</b>	<b>89.0</b>	<b>\$4,204,993</b>	<b>89.0</b>	<b>\$3,147,573</b>	<b>89.0</b>	<b>\$4,821,775</b>	<b>88.0</b>	<b>\$4,945,087</b>	<b>\$123,312</b>	<b>2.6%</b>
<b>Related Benefits</b>										
Parochial (Retirement)		\$701,453		\$658,453		\$760,409		\$783,772		
Group Insurance		\$893,598		\$1,159,589		\$1,532,187		\$1,647,101		
Retirees Group Benefits		\$168,588		\$147,968		\$218,750		\$230,000		
Gov. Def. Comp. Plan		\$79,778		\$66,465		\$84,000		\$84,000		
Less: HPL R.B.s		(\$288,595)		(\$294,719)		(\$282,701)		(\$299,458)		
<b>Total Related Benefits</b>		<b>\$1,554,822</b>		<b>\$1,737,756</b>		<b>\$2,312,645</b>		<b>\$2,445,415</b>	<b>\$132,770</b>	<b>5.7%</b>
<b>Other Compensation</b>		<b>\$34,323</b>		<b>\$34,232</b>		<b>\$34,180</b>		<b>\$34,180</b>	<b>\$0</b>	<b>0.0%</b>
<b>TOTAL</b>		<b>\$5,794,138</b>		<b>\$4,919,561</b>		<b>\$7,168,600</b>		<b>\$7,424,682</b>	<b>\$256,082</b>	<b>3.6%</b>

#### Salaries

The GNOEC is requesting \$4.9 M for salaries, a 2.6% increase from FY 23. There are 88 full-time equivalent employees (FTEs) for FY 24, which is one less than FY 23. The number of FTEs by category allocated to the Causeway Commission for FY 24 is as follows: 13 administrative positions and 75 non-administrative positions for a total of 88 positions. Note: The table above backs out funding equivalent to the administrative and operations functions for the Huey P. Long Bridge.

For FY 24, the Commission authorized a 4% cost of living pay increase for all GNOEC personnel. Salary information for filled positions can be found on pages 23-27.

The GNOEC currently has 30 Peace Officer Standards & Training (POST) certified police officers (24 - Causeway, 6 – Huey P. Long Bridge). Act 664 of 2008 provides that these police officers are eligible to receive state supplemental pay, which is currently \$600/month or \$7,200/year for a total state supplement of \$216,000 for all Causeway police officers currently receiving supplemental pay. This portion of the police officers' salaries is not included in the GNOEC's budget, as the state pays this amount annually. However, the GNOEC is responsible for paying the related benefits costs associated with the additional \$7,200 state salary supplement, which equates to approximately \$28,405 in additional related benefits expenditures included in the operating budget over and above the base salaries.

Related Benefits:

The GNOEC is requesting \$2.4 M for related benefits, a 5.7% increase from FY 23. This is due to an increase in group health and life insurance costs for both active employees and retirees.

Other Compensation:

The GNOEC is requesting standstill funding of \$34,180 for Other Compensation in FY 24. Other Compensation represents the salaries of the Greater New Orleans Expressway Commissioners. The five appointed Commissioners are paid \$569.66 per month for Commission duties as provided by an amendment to the Articles of Incorporation of the Greater New Orleans Expressway Commission. The Parishes of Jefferson and St. Tammany executed the Articles of Incorporation on October 20, 1954, with the above amendment being approved on August 7, 1986.

## OPERATING SERVICES

	FY 21	FY 22	FY 23	FY 24	Change From Prior FY	
	Actual	Actual	Approved	Requested	\$	%
Advertising (Motorist Safety Campaign)	\$4,985	\$10,375	\$10,000	\$10,000	\$0	0.0%
Publication of Public Notices	\$993	\$1,081	\$1,500	\$1,500	\$0	0.0%
Insurance	\$2,028,777	\$2,986,919	\$2,750,000	\$2,800,000	\$50,000	1.8%
Travel	\$0	\$0	\$1,500	\$1,000	(\$500)	-33.3%
Telephone and Radio	\$347,758	\$428,464	\$225,000	\$225,000	\$0	0.0%
Utilities	\$188,304	\$249,491	\$180,000	\$180,000	\$0	0.0%
Bank/ Visa Charge on Toll Deposits	\$327,901	\$368,651	\$360,000	\$360,000	\$0	0.0%
Bank Trustee Fees	\$10,734	\$9,391	\$8,500	\$9,500	\$1,000	11.8%
Dues & Subscriptions	\$6,315	\$6,756	\$10,500	\$10,500	\$0	0.0%
Unused Vacation and Sick Leave	\$34,367	\$93,553	\$50,000	\$50,000	\$0	0.0%
<b>Total</b>	<b>\$2,950,134</b>	<b>\$4,154,681</b>	<b>\$3,597,000</b>	<b>\$3,647,500</b>	<b>\$50,500</b>	<b>1.4%</b>

### Operating Services:

The GNOEC is requesting \$3.6 M for operating services and expenses, a 1.4% increase from FY 23. Operating services include advertising, the publication of public notices and minutes, insurance, travel, telephone and radio expenses, utilities, payout of unused vacation and sick leave, dues and subscriptions, trustee fees, bank and visa charges for toll deposits, and other miscellaneous expenses.

### Adjustments include:

- \$50,000, or 1.8%, increase in insurance costs due to higher rates for property insurance.
- \$500, or 33.3%, decrease in travel to align the budget with expected expenditures.
- \$1,000 increase, or 11.8%, for Bank Trustee Fees due to increased costs in bond trustee fees. The yearly fee for the three bonds is currently \$9,500.



## SUPPLIES

	FY 21	FY 22	FY 23	FY 24	Change From Prior FY	
	Actual	Actual	Approved	Requested	\$	%
Office Expenses	\$223,203	\$243,521	\$235,400	\$235,400	\$0	0.0%
Operating Expenses	\$530,344	\$671,137	\$694,610	\$734,025	\$39,415	5.7%
Repairs and Maintenance	\$503,516	\$510,997	\$429,675	\$405,500	(\$24,175)	-5.6%
<b>Total</b>	<b>\$1,257,063</b>	<b>\$1,425,655</b>	<b>\$1,359,685</b>	<b>\$1,374,925</b>	<b>\$15,240</b>	<b>1.1%</b>

### Supplies Expenses:

The GNOEC is requesting \$1.4 M for supplies expenses, a 1.1% increase from FY 23.

Office expenses are at a standstill from FY 23. Costs include leased office space, disposal services, postage, extermination and termite control, office machine repairs, maintenance contracts, and other general administrative office supplies.

Operating expenses are increasing by 5.7% from FY 23, primarily due to increased fuel costs and costs to retrofit vehicles. This cost includes gasoline, oil, auto parts, tire lubricants, diesel fuel, police equipment mounted on vehicles, vehicle maintenance, police uniforms, protective equipment, and any other expenditure related to vehicle maintenance and police car retrofitting.

Repairs and maintenance are decreasing by 5.6% from the prior year, primarily due to reduced costs to purchase 6C tags this year. Last year, when the switch from the ATA tags to the 6C tags occurred, the Commission ordered an extra 100,000 tags. This reduces the number of tags needed to purchase this year, thus reducing the overall cost. This category includes costs for general maintenance and supplies needed on the bridge, toll tags, toll system software maintenance, computer and electronic repairs on all bridge equipment, plumbing and janitorial supplies for the entire operation, and air conditioning contracts and other miscellaneous items dealing with operations maintenance. Also included are the components of the crash attenuators used on the bridge, which must be kept in stock and used by maintenance personnel in repairing damages throughout the year.



## PROFESSIONAL SERVICES

	FY 21	FY 22	FY 23	FY 24	Change From Prior FY	
	Actual	Actual	Approved	Requested	\$	%
<b>Accounting and Finance</b>						
Independent Audit	\$25,200	\$17,265	\$15,000	\$15,000	\$0	0.0%
Accounting Services	\$13,850	\$18,550	\$35,000	\$20,000	(\$15,000)	-42.9%
<b>Engineering</b>						
Engineering & Traffic Consultant	\$15,000	\$20,000	\$15,000	\$20,000	\$5,000	33.3%
<b>Litigation &amp; Legal Representation</b>						
General Counsel	\$115,874	\$98,775	\$135,000	\$130,000	(\$5,000)	-3.7%
<b>Other Professional Services</b>						
Investment Consultant	\$20,013	\$18,345	\$15,000	\$30,000	\$15,000	100.0%
<b>Total</b>	<b>\$189,937</b>	<b>\$172,935</b>	<b>\$215,000</b>	<b>\$215,000</b>	<b>\$0</b>	<b>0.0%</b>

### Professional Services:

The GNOEC is requesting a standstill budget of \$215,000 for professional services. The Commission hires outside consultants and services under professional services contracts. These items include services for bond indenture requirements in the form of independent audit and accounting services, engineering and traffic consultants, legal counsel, and investment consultation.

### Significant adjustments include:

- \$15,000, or 42.9%, decrease for accounting services due to relying on in house accounting services instead of using an outside CPA service.
- \$5,000, or 33.3%, increase for engineering and traffic consultants due to price increasing for consulting work.
- \$5,000, or 3.7%, decrease in general counsel due to reduction in legal issues related to contracts and employees.
- \$15,000, or 100%, increase for investment consultants due to a projected increase in revenue and thus an increase in the money available to be invested, which leads to additional fees.

## OTHER CHARGES

	FY 20	FY 21	FY 22	FY 23	Change From Prior FY	
	Actual	Actual	Approved	Requested	\$	%
<b>Debt Service</b>	<b>\$7,617,131</b>	<b>\$7,617,131</b>	<b>\$7,427,406</b>	<b>\$9,333,431</b>	<b>\$1,906,025</b>	<b>25.7%</b>
<b>Interagency Expense:</b>						
<b>Act 875 of 1988:</b>						
St. Charles Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
St. John the Baptist Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Tangipahoa Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
<b>Total Act 875</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>0.0%</b>
<b>Act 1227 of 1995:</b>						
Orleans Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Jefferson Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
St. Tammany Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Washington Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
<b>Total Act 1227</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>0.0%</b>
<b>Huey P. Long Bridge</b>	<b>\$1,316,833</b>	<b>\$1,372,004</b>	<b>\$1,322,940</b>	<b>\$1,379,097</b>	<b>\$56,157</b>	<b>4.2%</b>
<b>Subtotal Interagency Expense</b>	<b>\$1,666,833</b>	<b>\$1,722,004</b>	<b>\$1,672,940</b>	<b>\$1,729,097</b>	<b>\$56,157</b>	<b>3.4%</b>
<b>TOTAL OTHER CHARGES</b>	<b>\$9,283,964</b>	<b>\$9,339,135</b>	<b>\$9,100,346</b>	<b>\$11,062,528</b>	<b>\$1,962,182</b>	<b>21.6%</b>

### Other Charges

The GNOEC is requesting \$11.1 M for other charges expenditures, a 21.6% increase from FY 23. Other charges expenditures consist of debt service, interagency expenditures, and policing of the Huey P. Long Bridge.

The increase is due to the resumption of principal payments on the 2017 bond. The GNOEC was not required to make principal payments in FY 22 and FY 23 and only paid on interest. Payment on principal will resume in FY 24 and totals \$1,905,000. The total payment (principal plus interest) on the 2017 bond is \$6.2 M for FY 24.

The GNOEC interagency expenditures are increasing by 4.2% from FY 23. Interagency expenditures include expenses required by Act 875 of the 1988 RS and Act 1227 of the 1995 RS. These acts provide that, prior to the transfer of surplus funds to the State of Louisiana, funding will be distributed to the following parishes: \$50,000 to the parishes of Jefferson, Orleans, St. Charles, St. John the Baptist, St. Tammany, Tangipahoa, and Washington for a total of \$350,000. In addition, the GNOEC has requested \$1.4 M for the Huey P. Long Bridge police (see table on the next page).



**HUEY P. LONG BRIDGE**  
**Interagency Transfer**

	FY 20	FY 21	FY 22	FY 23	Change From Prior FY	
	Actual	Actual	Approved	Requested	\$	%
<b>Administrative</b>						
Administrative Salaries	\$97,780	\$87,814	\$96,903	\$101,976	\$5,073	5.2%
Payroll Taxes	\$13,163	\$11,228	\$12,549	\$13,206	\$657	5.2%
Payroll Benefits	\$16,352	\$16,292	\$17,849	\$19,188	\$1,339	7.5%
<b>Operations</b>						
Police Patrol	\$604,968	\$594,434	\$614,459	\$627,967	\$13,508	2.2%
Dispatch	\$101,257	\$106,391	\$113,825	\$118,357	\$4,532	4.0%
Payroll Taxes	\$101,990	\$94,835	\$101,825	\$105,411	\$3,586	3.5%
Payroll Benefits	\$150,228	\$163,745	\$139,758	\$150,240	\$10,482	7.5%
Unused Vacation and Sick Leave	\$137	\$6,776	\$10,000	\$10,000	\$0	0.0%
Materials, Supplies & Maintenance	\$127,366	\$147,930	\$75,000	\$80,000	\$5,000	6.7%
Telephone & Radio	\$20,197	\$18,852	\$25,000	\$25,000	\$0	0.0%
Insurance	\$23,900	\$24,463	\$20,000	\$20,000	\$0	0.0%
<b>Maintenance</b>						
Maintenance Personnel	\$20,034	\$20,743	\$24,652	\$25,639	\$987	4.0%
Payroll Taxes	\$2,702	\$2,648	\$3,192	\$3,320	\$128	4.0%
Payroll Benefits	\$4,160	\$5,971	\$7,528	\$8,092	\$564	7.5%
<b>Capital Acquisitions</b>	\$32,599	\$69,884	\$60,400	\$70,700	\$10,300	17.1%
<b>Total</b>	<b>\$1,316,833</b>	<b>\$1,372,006</b>	<b>\$1,322,940</b>	<b>\$1,379,096</b>	<b>\$56,156</b>	<b>4.2%</b>

## DEBT SERVICE SCHEDULE

	Series 2013 Bond Total	Series 2014 Bond Principal	Series 2014 Bond Interest	Series 2014 Bond Total	Series 2017 Bond Principal	Series 2017 Bond Interest	Series 2017 Bond Total	Combined Total Debt Service
2021	\$2,421,963	\$65,000	\$616,544	\$681,544	\$185,000	\$4,328,625	\$4,513,625	\$7,617,132
2022	\$2,413,963	\$75,000	\$614,444	\$689,444	\$0	\$4,324,000	\$4,324,000	\$7,427,407
2023	\$2,416,588	\$75,000	\$612,194	\$687,194	\$0	\$4,324,000	\$4,324,000	\$7,427,782
2024	\$2,404,713	\$90,000	\$609,719	\$699,719	\$1,905,000	\$4,324,000	\$6,229,000	\$9,333,432
2025	\$2,403,813	\$90,000	\$607,188	\$697,188	\$1,780,000	\$4,276,375	\$6,056,375	\$9,157,376
2026	\$2,402,966	\$95,000	\$332,585	\$427,585	\$1,585,000	\$4,184,250	\$5,769,250	\$8,599,801
2027	\$2,399,409	\$100,000	\$601,894	\$701,894	\$1,365,000	\$4,100,125	\$5,465,125	\$8,566,428
2028	\$2,392,650	\$110,000	\$598,744	\$708,744	\$1,120,000	\$4,026,375	\$5,146,375	\$8,247,769
2029		\$2,545,000	\$558,919	\$3,103,919	\$830,000	\$3,964,250	\$4,794,250	\$7,898,169
2030		\$2,625,000	\$479,728	\$3,104,728	\$525,000	\$3,915,500	\$4,440,500	\$7,545,228
2031		\$2,705,000	\$394,756	\$3,099,756	\$3,790,000	\$3,881,625	\$7,671,625	\$10,771,381
2032		\$2,810,000	\$294,600	\$3,104,600	\$3,595,000	\$3,773,750	\$7,368,750	\$10,473,350
2033		\$2,920,000	\$180,000	\$3,100,000	\$3,360,000	\$3,589,125	\$6,949,125	\$10,049,125
2034		\$3,040,000	\$60,800	\$3,100,800	\$3,090,000	\$3,415,250	\$6,505,250	\$9,606,050
2035					\$2,785,000	\$3,254,000	\$6,039,000	\$6,039,000
2036					\$2,440,000	\$3,107,125	\$5,547,125	\$5,547,125
2037					\$2,055,000	\$2,976,500	\$5,031,500	\$5,031,500
2038					\$5,845,000	\$2,864,125	\$8,709,125	\$8,709,125
2039					\$5,595,000	\$2,666,625	\$8,261,625	\$8,261,625
2040					\$5,290,000	\$2,380,625	\$7,670,625	\$7,670,625
2041					\$4,945,000	\$2,108,500	\$7,053,500	\$7,053,500
2042					\$4,560,000	\$1,852,625	\$6,412,625	\$6,412,625
2043					\$4,120,000	\$1,615,000	\$5,735,000	\$5,735,000
2044					\$3,640,000	\$1,398,000	\$5,038,000	\$5,038,000
2045					\$7,865,000	\$1,204,000	\$9,069,000	\$9,069,000
2046					\$7,440,000	\$916,375	\$8,356,375	\$8,356,375
2047					\$6,955,000	\$533,750	\$7,488,750	\$7,488,750



## ACQUISITIONS, MAJOR REPAIRS, AND CAPITAL IMPROVEMENTS

	FY 23 Approved	FY 24 Requested	Change From Prior FY	
			\$	%
Acquisitions	\$531,395	\$697,342	\$165,947	31.2%
Major Repairs/Capital Improvements (Extraordinary Maintenance and Repair Reserve Fund)	\$7,669,599	\$7,125,023	-\$544,576	-7.1%
<b>Total</b>	<b>\$8,200,995</b>	<b>\$7,822,365</b>	<b>-\$378,630</b>	<b>-4.6%</b>

### Acquisitions, Major Repairs, and Capital Improvements

The GNOEC is requesting \$7.8 M for acquisitions, major repairs, and capital improvements expenditures, a 4.6% decrease from FY 23.

Acquisitions are increasing by 31.2% from the prior year. For FY 24 significant acquisitions include three new maintenance trucks with the necessary equipment, a mini excavator, two new trucks for the motorist assistance patrol, and five new police SUVs with necessary equipment.

Major repairs and capital improvements expenditures are budgeted at \$7.1 M for FY 24, a decrease of 7.1% over the approved FY 23 budget. These funds are transferred to the Extraordinary Maintenance and Repair Reserve Fund for use in the Commission's Capital Improvement Program (see next section). The GNOEC is required to have all funds available prior to the start of any capital improvement project. The Commission accumulates any unexpended funds each year in the Extraordinary Maintenance and Repair Reserve Fund for the purpose of meeting its regular capital outlay and maintenance needs.

### CAPITAL IMPROVEMENT PROGRAM

The Commission is requesting \$27.6 M from the Extraordinary Maintenance and Repair Reserve Fund for \$2.3 M in major repairs and \$25.3 M in capital improvements for FY 24. These expenditures are not reflected in the operating budget because these funds have been accrued in prior fiscal years.

The fund balance at the start of FY 24 is projected to be \$44.6 M and will receive deposits of \$7.1 M through the FY 24 budget. The \$27.6 M for capital projects in FY 24 will leave a fund balance of \$24.1 M for FY 25. A detailed list of projects and expenditures can be found on the next page.

## EXTRAORDINARY MAINTENANCE AND RESERVE FUND

	Requested FY 23
<b>Annual Maintenance Items</b>	
Extraordinary Maintenance and Consulting Engineering	\$500,000
Annual AASHTO Inspection of GNOEC Facilities & Security Inspection	\$1,000,000
Emergency and Periodic Repairs	\$100,000
Preventative Maintenance Electrical / Mechanical Systems	\$700,000
<b>Subtotal</b>	<b>\$2,300,000</b>
<b>Electrical/Mechanical Improvements</b>	
North Channel Bascule Mechanical Maintenance	\$1,700,000
High Voltage Power System - Control System and Surge Protection	\$1,000,000
Upgrade 1700 AM Highway Advisory Radio	\$25,000
Bascule Lock Bar Operator Rehabilitation	\$1,500,000
Bascule Emergency Generator Replacement	\$416,000
Channel Marker Platform Rehabilitation	\$750,000
Update Traffic Signals (Phase 1)	\$1,500,000
<b>Bridge Improvements</b>	
Replace Hazardous Incident Lighting Stations (HILs)	\$1,250,000
Replace Bucket Truck	\$325,000
Erosion Repairs at North Toll Plaza	\$674,701
Fender and Electrical Repairs (8 Mile South & 16 Mile North Channel)	\$1,000,000
<b>Road Improvements</b>	
Monroe Street Overpass and Frontage Road Rehabilitation	\$2,000,000
North Approach Overlay	\$5,000,000
<b>Building/Plaza Improvements</b>	
North Toll Plaza Canopy Roof and Lightning Protection	\$750,000
Toll Tag Store Software Upgrade	\$600,000
Upgrade GNOEC Cyber Security	\$300,000
Upgrade Toll System	\$6,000,000
Toll Booth Renovations	\$500,000
<b>Subtotal</b>	<b>\$25,290,701</b>
<b>Total Annual Items and Capital Improvements</b>	<b>\$27,590,701</b>

### Major Repairs

The budget approved by the Commission on August 9, 2023, includes the major repair projects listed below. The projects approved by the GNOEC for a typical fiscal year often are changed during the course of the year due to changing priorities and other factors, which require projects to be altered or rescheduled (either delayed or accelerated). Total costs for the projects outlined below are \$2.3 M.

#### Extraordinary Maintenance & Consulting Engineering - \$500,000

The services provided include monthly and annual reporting, review of driveway and utility permits, inspection of accident site damages, inspection and coordination of repairs to bridge deck and approach roads when necessary, and other engineering services as needed.

#### Annual AASHTO Inspection of Facilities & Security Inspection - \$1,000,000

This is the annual inspection of the Causeway in accordance with the Federal Highway Administration (FHWA) and the American Association of State Highway & Transportation Officials (AASHTO) guidelines. The GNOEC's Trust Indenture requires that the bridge be inspected annually. In addition, the Consulting Engineers conduct monthly inspections of the underside of the bridge and the navigation lights.

#### Emergency and Periodic Repair - \$100,000

This provides funding for issues that may arise throughout the year. For instance, the lock bar has failed the past two years, and in order to fund the repair, money was taken from other project expenditures.

#### Preventative Maintenance - \$700,000

The services provided under this category are associated with improving switches, technology, and electrical items for bridge improvements.

### Capital Improvement Projects

The budget approved by the GNOEC on August 9, 2023, includes the capital improvement projects listed below. The projects approved by the GNOEC for a typical fiscal year often are changed during the course of the year due to changing priorities and other factors, which require projects to be altered or rescheduled (either delayed or accelerated). Total costs for the projects outlined below are \$25.3 M.

#### North Channel Bascule Mechanical Maintenance - \$1,700,000

The project provides for maintenance of the mechanical portion of the bascule and other repairs not covered during prior projects. The project will involve shimming the load bearings.

#### High Voltage Power System - \$1,000,000

The High Voltage Power System provides power at various distribution points along the 24-mile bridge and has been in service since 2002. The system includes 11 switchgears at the utility source connections and distribution points that allow the system to be automatically reconfigured upon loss of utility power from one of the two sources (CLECO and Entergy). This power system relies on a complex control system that communicates on a fiber optic network communication system. Because of the "daisy chain" configuration, the loss of a single communication device eliminates all communication to the Supervisory Control and Data Acquisition (SCADA) master station. The proposed upgrades will provide individual communication paths from each of the 11 switchgear control stations to the SCADA master

station. In the event of a loss of a single communication device at one of the 11 stations, all other stations will continue to provide data. This allows partial system status to be known until the communication failure can be resolved. The upgrades will also provide additional capabilities for data collection and remote diagnosis of power system issues. The upgrades will improve the reliability of the communications for the power system controls and monitoring.

Upgrade 1700 AM Highway Advisory Radio - \$25,000

The GNOEC maintains a Highway Advisory Radio (HAR) system operating on 1700 AM to inform motorists of conditions on the Lake Ponchartrain Causeway Bridge and approaches. The system transmitters are located on the roof of the administration offices on the south shore, Crossover 4, the North Toll Plaza, and near State Police Troop L on US 190 (north approach). Due to the age of the HAR system, replacement parts are difficult to find and the system has become unreliable. This project will replace components to improve communications with motorists.

Bascule Lockbar Operator Rehabilitation - \$1,500,000

The bascule lockbar operator rehabilitation will replace the lockbar receiver collar, lock collars, pin motors, and brake assemblies.

Bascule Emergency Generator Replacement - \$416,000

The existing emergency generator at the North Channel bascule is approximately 20 years old, and it can no longer be economically repaired. This project will install a replacement 150kW diesel generator with a subbase fuel tank on the bridge deck level of the Southwest Tower at the bascule adjacent to the Southbound Bridge. The fuel tank located on an intermediate level of the Northeast Tower adjacent to the Northbound Bridge will not be removed at this time. The removal will be included in the Bascule Rehabilitation Project when larger construction equipment is scheduled to be on site. The new generator will be sized to run all loads and simultaneously open the bascule spans. As the bascule is not normally opened during the exercising of the generator, the Commission will install a load bank. The load bank will ensure that the exercise is done with the anticipated maximum load, which in turn will help in keeping the generator at its peak performance level. The project will also include modifications to the electrical system to accommodate the generator and traffic control required for the installation.

Channel Marker Platform Rehabilitation - \$750,000

This project is to refurbish, repair, and replace the channel marker platforms and equipment that mark the north and south channels at the 8-mile and 16-mile east to west.

Upgrade to Traffic Signals - \$1,500,000

GNOEC owns and maintains six intersections with traffic signals. This project is to perform upgrades to these traffic signals that include mass arms, signal heads, controllers, and equipment to improve durability and traffic flow.

Replace Hazardous Incident Lighting Stations (HILs) - \$1,000,000

Emergency call boxes are currently located at four-tenth mile intervals along the bridge and at each crossover with HILs attached. In the event of an emergency the HILs will alert motorists of any disabled vehicles.

Replace Bucket Truck- \$325,000

The bridge bucket truck, originally purchased in 1997, is used to access the traffic lights, DMS signs, and cameras on and off the bridge and approach roads. The current bucket truck is in need of repairs and the cost of the repairs are about the same price as a new bucket truck. The



new bucket truck will help the Commission access the new cameras on the bridge, street light poles, and the traffic lights. The old bucket truck cannot reach the cameras on the bridge.

Erosion Repairs at North Toll Plaza - \$674,701

Hurricane Ida caused erosion damage that is encroaching upon the roadways at two locations at the North Toll Plaza. The first location is on the lake front near the Turnaround/Exit Road from the plaza. At this location, approximately 100 feet of guardrail has been undermined. The repair at this location will include replacement of embankment, replacement of guardrail, and the installation of an articulated concrete mat to minimize the occurrence of future erosion at this location. The second location is on the east side of the Northbound roadway, where the subsurface drainage system exits into the drainage ditch then into the pond. Remediation of the second location will require the installation of a steel sheet pile wall with tiebacks for the length of approximately 100 feet. Erosion control matting will be installed at the end of the sheet pile. Embankment will be restored to the height of the roadway and the guardrail will be replaced. Jacking of the roadway will be done upon completion of the embankment work.

Fender & Electrical Repairs (8 Mile South Channel & 16 Mile North Channel) - \$1,000,000

The fender system is in need of repairs consisting of catwalks between channel crossings, whalers, hardware, electrical, conduit, and lighting as needed.

Monroe Street Overpass and Frontage Road Rehabilitation - \$2,000,000

The Monroe Street Overpass and Frontage Road Systems were constructed in the early 1990's and are in need of rehabilitation. Bridge repairs will consist of replacement of expansion joint seals, epoxy repair of cracks in the bent caps and decks, bridge drain restoration, repair of the brick fascia, and replacement of the impact attenuators, signage, and pavement markings. Frontage Road repairs will include removal and replacement of damaged Portland Cement Concrete pavement, replacement of damaged curb, replacement of damaged guard rail, extension of culvers, cleaning of the drainage system and replacement of the striping and pavement markers. Construction will be sequenced or phased to cause minimal interruption to the flow of traffic. The project limits will extend from the north side of the North Toll Plaza to the south side of Florida Street on the North Causeway Approach Road.

North Approach Overlay - \$5,000,000

The project provides for the removal and replacement of two inches of the existing asphaltic concrete overlay, patching of the Portland Cement Concrete pavement as needed, replacement of the curb in the median as needed, replacement of the striping and pavement markers and any symbols and legends, etc. Construction will be sequenced or phased to cause minimal interruption to the flow of traffic.

North Toll Plaza Canopy Roof and Lightning Protection - \$750,000

This project includes waterproofing the North Toll Plaza canopy roof and providing lightning and surge protection for the North Toll Plaza. The project will be scheduled after the dynamic message sign has been removed and replaced on the truss.

Toll Tag Store Software Upgrade - \$600,000

The Toll Tag software was last updated in 2009. The system currently can only work using Internet Explorer 9, which is no longer supported. The upgrade will include the capability to use multiple browsers, compatibility with the violation system, and equipment upgrades. The upgrade expenses will extend over a four-year period.

Upgrade GNOEC Cyber Security - \$300,000

The GNOEC cyber system will be upgraded. With the multiple hacks in government systems, the GNOEC has decided to upgrade its cyber security systems. The adjustments will be to the firewall, offsite/cloud servers, and additional methods of anti-virus software.

Upgrade Toll System - \$6,000,000

In 2012, the GNOEC installed a new toll system. After ten years, the current system software needs to be updated. This project will upgrade the software, readers, treadles, and other equipment and allow for future interoperability.

Toll Booth Renovations - \$500,000

The toll booth renovations would update the booths. The current booths have not been updated in over 10 years. Some of the upgrades include electrical updates, new air conditioning and heating units, cameras, and computer equipment.

In future years, as conditions warrant, the GNOEC intends to replace bearing pads and level the northbound bridge, clean and adjust bearings and level the southbound span, perform structural repairs to the underside of the bridge deck, paint the steel spans, replace or perform maintenance on the radar system, and encapsulate piles. Historically, funds are carried to the next fiscal year as the GNOEC is required by its bond indenture to have all construction funds available before a project can be initiated.

Note: The above information on Major Repairs and Capital Improvements was provided by the GNOEC.

**SALARY INFORMATION FOR FILLED POSITIONS AS OF OCTOBER 1, 2023**

<b>TITLE/POSITION</b>	<b>DATE OF HIRE</b>	<b>STATUS</b>	<b>FY 23 CURRENT SALARY</b>	<b>FY 24 PROPOSED SALARY</b>	<b>% INCREASE</b>
<b>Administration</b>					
General Manager	9/1/09	FULL	\$150,525	\$156,551	4%
Director of Finance	5/23/03	FULL	\$101,400	\$105,456	4%
Human Resources Director	6/16/95	FULL	\$97,240	\$101,130	4%
Executive Assistant	10/30/17	FULL	\$40,977	\$42,615	4%
Receptionist	7/24/17	FULL	\$33,280	\$34,611	4%
<b>Computer Sales</b>					
Commuter Sales Supervisor	2/22/06	FULL	\$49,733	\$51,722	4%
North Shore Tag Office	4/20/15	FULL	\$34,320	\$35,693	4%
North Shore Tag Office	6/25/18	FULL	\$34,299	\$35,671	4%
North Shore Tag Office	3/5/18	FULL	\$35,506	\$36,926	4%
North Shore Tag Office	7/16/08	FULL	\$37,586	\$39,089	4%
<b>Accounting</b>					
Bookkeeper	2/18/15	FULL	\$49,150	\$51,116	4%
Purchasing Clerk	1/26/09	FULL	\$44,283	\$46,055	4%
Web Special Project	6/6/12	FULL	\$48,526	\$50,467	4%
Accounting - Vacant	Vacant	FULL	n/a	\$45,427	-

TITLE/POSITION	DATE OF HIRE	STATUS	FY 23 CURRENT SALARY	FY 24 PROPOSED SALARY	% INCREASE
<b>Causeway Bridge Police</b>					
Commander	10/1/19	FULL	\$104,000	\$108,160	4%
Lieutenant	1/16/05	FULL	\$93,475	\$97,214	4%
Lieutenant	3/15/99	FULL	\$90,667	\$94,294	4%
Sergeant	1/2/14	FULL	\$54,184	\$56,351	4%
Sergeant	11/3/09	FULL	\$66,789	\$69,460	4%
Sergeant	7/16/12	FULL	\$52,499	\$54,599	4%
Sergeant	10/4/10	FULL	\$55,765	\$57,995	4%
Sergeant	3/17/08	FULL	\$67,933	\$70,650	4%
Sergeant	11/6/18	FULL	\$48,610	\$50,554	4%
Corporal	7/28/98	FULL	\$81,453	\$84,711	4%
Corporal	9/17/18	FULL	\$46,363	\$48,218	4%
Corporal	5/7/18	FULL	\$47,798	\$49,710	4%
Officer	8/1/17	FULL	\$48,526	\$50,467	4%
Officer	1/30/23	FULL	\$39,520	\$41,101	4%
Officer	10/13/21	FULL	\$40,144	\$41,750	4%
Officer	11/5/14	FULL	\$48,526	\$50,467	4%
Officer	4/18/23	FULL	\$39,520	\$41,101	4%
Officer	6/6/22	FULL	\$40,061	\$41,663	4%
Officer	9/30/20	FULL	\$41,600	\$43,264	4%
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-
<b>Huey P. Long Bridge Police</b>					
Sergeant	3/22/99	FULL	\$81,578	\$84,841	4%
Sergeant	12/2/13	FULL	\$53,914	\$56,070	4%
Corporal	9/19/96	FULL	\$80,226	\$83,435	4%
Officer	3/12/07	FULL	\$48,527	\$50,467	4%
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-
Officer - Vacant	Vacant	FULL	n/a	\$41,101	-



TITLE/POSITION	DATE OF HIRE	STATUS	FY 23 CURRENT SALARY	FY 24 PROPOSED SALARY	% INCREASE
<b>Communication - Dispatch and Bascule</b>					
Dispatcher	3/3/08	FULL	\$45,552	\$47,374	4%
TAC Officer	4/23/01	FULL	\$57,990	\$60,310	4%
Dispatcher - HPL	3/23/15	FULL	\$37,669	\$39,176	4%
Dispatcher	12/20/14	FULL	\$38,334	\$39,868	4%
Dispatcher	8/31/05	FULL	\$49,192	\$51,160	4%
Dispatcher	2/2/04	FULL	\$53,498	\$55,638	4%
Dispatcher - HPL	7/31/98	FULL	\$55,931	\$58,168	4%
Dispatcher	9/4/18	FULL	\$36,691	\$38,159	4%
Dispatcher - Vacant	Vacant	FULL	n/a	\$32,448	-
Dispatcher - Vacant	Vacant	FULL	n/a	\$32,448	-
Operator	1/21/14	FULL	\$39,603	\$41,187	4%
Operator	8/16/12	FULL	\$39,603	\$41,187	4%
Operator	8/2/21	FULL	\$29,494	\$30,674	4%
Operator	10/17/22	FULL	\$29,120	\$30,285	4%
Operator - Vacant	Vacant	FULL	n/a	\$30,285	-

TITLE/POSITION	DATE OF HIRE	STATUS	FY 23 CURRENT SALARY	FY 24 PROPOSED SALARY	% INCREASE
<b>Toll Collectors - North Shore</b>					
N.S. Toll Captain	1/30/96	FULL	\$57,325	\$59,618	4%
Trainer	3/21/16	FULL	\$37,274	\$38,765	4%
Toll Collector	10/9/17	FULL	\$30,347	\$31,561	4%
Toll Collector	1/8/18	FULL	\$30,181	\$31,388	4%
Toll Collector	1/11/23	FULL	\$29,120	\$30,285	4%
Toll Collector	11/3/15	FULL	\$31,720	\$32,989	4%
Toll Collector	10/5/22	FULL	\$29,120	\$30,285	4%
Toll Collector	12/19/16	FULL	\$31,720	\$32,989	4%
Toll Collector	7/8/08	FULL	\$35,318	\$36,731	4%
Toll Collector	5/22/17	FULL	\$30,389	\$31,604	4%
Toll Collector	4/25/23	FULL	\$29,120	\$30,284	4%
Toll Collector	4/27/06	PART	\$24,070	\$25,033	4%
Toll Collector - Vacant	Vacant	PART	n/a	\$21,112	-
Toll Collector - Vacant	Vacant	FULL	n/a	\$30,285	-
Toll Collector - Vacant	Vacant	FULL	n/a	\$30,285	-
Toll Collector - Vacant	Vacant	FULL	n/a	\$30,285	-

TITLE/POSITION	DATE OF HIRE	STATUS	FY 23 CURRENT SALARY	FY 24 PROPOSED SALARY	% INCREASE
<b>Maintenance</b>					
Bridge/Operation Director	1/2/95	FULL	\$101,400	\$105,456	4%
Maintenance Supervisor	8/19/91	FULL	\$76,336	\$79,389	4%
Electrical Leaderman	10/8/18	FULL	\$42,786	\$44,497	4%
S.S. Maintenance Supervisor	2/23/09	FULL	\$51,792	\$53,864	4%
Electrical	12/14/20	FULL	\$47,320	\$49,213	4%
North Shore Maintenance	2/13/23	FULL	\$32,198	\$33,486	4%
North Shore Maintenance	2/27/23	FULL	\$32,198	\$33,486	4%
North Shore Maintenance	10/18/21	FULL	\$38,293	\$39,825	4%
North Shore Maintenance	10/1/02	FULL	\$44,262	\$46,033	4%
North Shore Maintenance	6/27/18	FULL	\$35,048	\$36,450	4%
North Shore Maintenance -Vacancy	Vacant	FULL	n/a	\$32,448	-
North Shore Maintenance -Vacancy	Vacant	FULL	n/a	\$32,448	-
North Shore Maintenance -Vacancy	Vacant	FULL	n/a	\$32,448	-
<b>Motorists Assistance Patrol</b>					
MAP Leader	8/2/04	FULL	\$49,712	\$51,700	4%
Operator	6/5/17	FULL	\$40,248	\$41,858	4%
Operator	6/19/17	FULL	\$37,690	\$39,179	4%
Operator	6/6/16	FULL	\$39,270	\$40,841	4%
Operator	2/13/23	FULL	\$32,760	\$34,070	4%
Operator	9/3/19	FULL	\$35,880	\$37,315	4%
Operator	9/8/20	FULL	\$34,840	\$36,234	4%
Operator - Vacant	Vacant	FULL	n/a	\$34,070	-
<b>Vehicle Maintenance</b>					
Leaderman	2/21/11	FULL	\$47,632	\$49,537	4%
Mechanic	11/13/00	FULL	\$54,600	\$56,784	4%
Mechanic	5/24/21	FULL	\$31,782	\$33,054	4%

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
BUDGET SUMMARY**

		(1)	(2)	(3)	(4)	(5)	% CHANGE	% CHANGE
		ACTUAL	ACTUAL	APPROVED	UPDATED	BUDGETED	-4- to -3-	-5- to -3-
		2020-2021	2021-2022	BUDGET	PROJECTED	2023-2024	2023 UPDATED	2024 BUDGETED
				2022-2023	YEAR END		VS	VS
				2022-2023	2022-2023		2023 APPROVED	2023 APPROVED
<b>MEANS OF FINANCE</b>								
Tolls		20,770,961	20,770,961	23,082,000	22,654,000	25,162,000	-1.9%	9.0%
Hwy Fund No. 2		6,872,397	6,872,397	6,400,000	6,622,652	6,250,000	3.5%	-2.3%
Interest Income		27,573	22,811	60,000	29,774	35,000	-50.4%	-41.7%
Other Revenue		174,344	123,280	100,000	163,949	100,000	63.9%	0.0%
<b>TOTAL MEANS OF FINANCE</b>		<b>27,845,275</b>	<b>27,789,449</b>	<b>29,642,000</b>	<b>29,470,375</b>	<b>31,547,000</b>	<b>-0.6%</b>	<b>6.4%</b>
<b>EXPENDITURES</b>								
Salaries								
Salaries Continuing	Pg.2	4,204,993	3,147,573	4,821,774	4,546,033	4,945,087	-5.7%	2.6%
Other Compensation		34,232	34,232	34,180	34,180	34,180	0.0%	0.0%
Related Benefits	Pg.2	1,554,822	1,737,756	2,312,645	1,860,786	2,445,415	-19.5%	5.7%
<b>Total Salaries &amp; Benefits</b>	Pg.2	<b>5,794,047</b>	<b>4,919,561</b>	<b>7,168,599</b>	<b>6,440,999</b>	<b>7,424,682</b>	<b>-10.1%</b>	<b>3.6%</b>
Operating Services								
Operating Services	Pg.3	2,950,134	4,154,681	3,597,000	3,573,327	3,647,500	-0.7%	1.4%
Office, Operating & Maintenance	Pg.4	1,257,063	1,425,655	1,359,685	1,372,536	1,374,925	0.9%	1.1%
<b>Total Operating Expenses</b>		<b>4,207,197</b>	<b>5,580,336</b>	<b>4,956,685</b>	<b>4,945,863</b>	<b>5,022,425</b>	<b>-0.2%</b>	<b>1.3%</b>
Professional Services	Pg.5	189,937	172,935	215,000	187,007	215,000	-13.0%	0.0%
Other Charges								
Debt Service		7,617,131	7,617,131	7,427,781	7,427,781	9,333,431	0.0%	25.7%
State Surplus-I.A.T.	Pg.7	1,666,833	1,722,004	1,672,940	1,595,168	1,729,097	-4.6%	3.4%
<b>Total Other Charges</b>		<b>9,283,964</b>	<b>9,339,135</b>	<b>9,100,721</b>	<b>9,022,949</b>	<b>11,062,528</b>	<b>-0.9%</b>	<b>21.6%</b>
Acquisitions & Repairs								
Acquisitions		151,936	151,936	478,676	575,295	697,342	20.2%	45.7%
Major Repairs & Capital								
Improvements/Construction Fund	Pg.6	8,218,194	7,625,546	7,722,319	8,298,262	7,125,023	7.5%	-7.7%
<b>Total Acq. &amp; Major Repairs</b>		<b>8,370,130</b>	<b>7,777,482</b>	<b>8,200,995</b>	<b>8,873,557</b>	<b>7,822,365</b>	<b>8.2%</b>	<b>-4.6%</b>
<b>TOTAL EXPENDITURES</b>		<b>27,845,275</b>	<b>27,789,449</b>	<b>29,642,000</b>	<b>29,470,375</b>	<b>31,547,000</b>	<b>-0.6%</b>	<b>6.4%</b>



**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
PERSONNEL SALARIES**

Page 2

**APPROVED BY COMMISSION**

	(1)		(2)		(3)		(4)		(5)		% CHANGE -4- to -3- 2023 UPDATED VS 2023 APPROVED	% CHANGE -5- to -3- 2024 BUDGETED VS 2023 APPROVED
	FTE	ACTUAL 2020-2021	FTE	ACTUAL 2021-2022	FTE	APPROVED BUDGET 2022-2023	FTE	UPDATED PROJECTED YEAR END 2022-2023	FTE	BUDGETED 2023-2024		
ADMINISTRATIVE												
General Manager	1.0	133,843	1.0	140,527	1.0	150,527	1.0	150,527	1.0	156,551	0.0%	4.0%
Office Personnel	12.0	666,376	12.0	511,323	12.0	620,059	12.0	580,024	13.0	687,205	-6.5%	10.8%
Less: Adm. HPL	(1.0)	(97,780)	(1.0)	(87,814)	(1.0)	(96,903)	(1.0)	(85,231)	(1.0)	(101,976)	-12.0%	5.2%
TOTAL ADMINISTRATIVE	12.0	702,439	12.0	564,036	12.0	673,683	12.0	645,320	13.0	741,780	-4.2%	10.1%
NON ADMINISTRATIVE												
Toll Collectors	17.0	613,330	16.0	634,758	16.0	689,999	16.0	752,417	16.0	666,745	9.0%	-3.4%
Maintenance	26.0	901,532	25.0	872,318	25.0	1,170,240	25.0	1,049,664	25.0	1,212,505	-10.3%	3.6%
Bascule Operators	5.0	252,285	5.0	187,304	5.0	221,263	5.0	198,580	5.0	230,128	-10.3%	4.0%
Communications	13.5	513,677	12.0	358,380	12.0	575,657	12.0	488,998	10.0	552,153	-15.1%	-4.1%
Police	35.0	2,045,769	32.0	1,252,344	32.0	2,243,869	30.0	2,128,950	30.0	2,313,739	-5.1%	3.1%
Less: Non Adm. HPL	(13.0)	(726,259)	(13.0)	(721,567)	(13.0)	(752,936)	(11.0)	(717,896)	(11.0)	(771,963)	-4.7%	2.5%
TOTAL NON ADMIN.	83.5	3,600,334	77.0	2,583,537	77.0	4,148,092	77.0	3,900,713	75.0	4,203,307	-6.0%	1.3%
TOTAL SALARIES	95.5	4,302,773	89.0	3,147,573	89.0	4,821,774	89.0	4,546,033	88.0	4,945,087	-5.7%	2.6%
RELATED BENEFITS												
Parochial & Payroll Taxes		701,453		658,453		760,409		609,177		783,772	-19.9%	3.1%
Group Insurance		893,598		1,159,589		1,532,187		1,119,795		1,647,101	-26.9%	7.5%
Retirees Group Benefits		168,588		147,968		218,750		184,020		230,000	-15.9%	5.1%
		1,062,186		1,307,557		1,750,937		1,303,815		1,877,101	-25.5%	7.2%
Governmental Def. Comp 457 Plan		79,778		66,465		84,000		65,605		84,000	-21.9%	0.0%
Less: HPL Related Benefits		(288,595)		(294,719)		(282,701)		(117,811)		(299,458)	-58.3%	5.9%
TOTAL RELATED BENEFITS		1,554,822		1,737,756		2,312,645		1,860,786		2,445,415	-19.5%	5.7%

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
OPERATING SERVICES**

Page 3

**APPROVED BY COMMISSION**

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2023 UPDATED VS 2023 APPROVED	% CHANGE -5- to -3- 2024 BUDGETED VS 2023 APPROVED
	ACTUAL 2020-2021	ACTUAL 2021-2022	APPROVED BUDGET 2022-2023	UPDATED PROJECTED YEAR END 2022-2023	BUDGETED 2023-2024		
Bank & Visa Charges on Toll Deposits	327,901	368,651	360,000	311,583	360,000	-13.4%	0.0%
Bank Trustee Fees	10,734	9,391	8,500	9,400	9,500	10.6%	11.8%
Dues & Subscriptions	6,315	6,756	10,500	5,628	10,500	-46.4%	0.0%
Insurance	2,028,777	2,986,919	2,750,000	2,793,778	2,800,000	1.6%	1.8%
Motorist Safety Campaign	4,985	10,375	10,000	1,776	10,000	-82.2%	0.0%
Publication of Notices & Minutes	993	1,081	1,500	1,636	1,500	9.1%	0.0%
Telephone and Radio	347,758	428,464	225,000	223,250	225,000	-0.8%	0.0%
Travel	0	0	1,500	0	1,000	-100.0%	-33.3%
Unused Vacation & Sick Leave	34,367	93,553	50,000	47,284	50,000	-5.4%	0.0%
Utilities	188,304	249,491	180,000	178,992	180,000	-0.56%	0.00%
<b>Total Operating Services</b>	<b>2,950,134</b>	<b>4,154,681</b>	<b>3,597,000</b>	<b>3,573,327</b>	<b>3,647,500</b>	<b>-0.7%</b>	<b>1.4%</b>

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
OFFICE, OPERATING AND MAINTENANCE**

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**APPROVED BY COMMISSION**

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2023 UPDATED VS 2023 APPROVED	% CHANGE -5- to -3- 2024 BUDGETED VS 2023 APPROVED
	ACTUAL 2020-2021	ACTUAL 2021-2022	APPROVED BUDGET 2022-2023	UPDATED PROJECTED YEAR END 2022-2023	BUDGETED 2023-2024		
Office Expenses & Supplies	223,203	243,521	235,400	300,129	235,400	27.5%	0.0%
Operating Expenses & Supplies	530,344	671,137	694,610	659,687	734,025	-5.0%	5.7%
Repair & Maintenance/Supplies	503,516	510,997	429,675	412,720	405,500	-3.9%	-5.6%
<b>Total Office, Operating &amp; Maintenance</b>	<b><u>1,257,063</u></b>	<b><u>1,425,655</u></b>	<b><u>1,359,685</u></b>	<b><u>1,372,536</u></b>	<b><u>1,374,925</u></b>	<b><u>0.9%</u></b>	<b><u>1.1%</u></b>

Office Expenses & Supplies

Included in this general ledger account are the costs related to leased office space, disposal services, postage, exterminating services, office machine repairs and maintenance contracts, and other general administrative office supplies.

Operating Expenses & Supplies

Included in this general ledger account are the costs associated with vehicle and truck repairs and their routine preventive maintenance. All gasoline, oil, auto parts, tires, lubricants, diesel fuel and any other similar costs are in this account. All police vehicle equipment and accessories, related maintenance, police uniforms and protective equipment and expenditures for police car retrofitting are included in this account.

Repair & Maintenance/Supplies

Included in this general ledger account are the costs for the general maintenance and supplies needed on the bridge, computer & electronic repairs on all bridge equipment, toll tags, toll system software maintenance, plumbing and janitorial supplies for the entire operation, air conditioning contracts and other miscellaneous items dealing with operations maintenance.

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
PROFESSIONAL SERVICES**

Page 5

**APPROVED BY COMMISSION**

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2023 UPDATED VS 2023 APPROVED	% CHANGE -5- to -3- 2024 BUDGETED VS 2023 APPROVED
	ACTUAL 2020-2021	ACTUAL 2021-2022	APPROVED BUDGET 2022-2023	UPDATED PROJECTED YEAR END 2022-2023	BUDGETED 2023-2024		
<b>Accounting &amp; Finance</b>							
Bond Indenture Req'd Services							
Independent Audit	25,200	17,265	15,000	14,800	15,000	-1.3%	0.0%
Accounting Services	13,850	18,550	35,000	35,765	20,000	2.2%	-42.9%
<b>Total Accounting &amp; Finance</b>	<b>39,050</b>	<b>35,815</b>	<b>50,000</b>	<b>50,565</b>	<b>35,000</b>	<b>1.1%</b>	<b>-30.0%</b>
<b>Engineering - Meetings &amp; Annual Report</b>							
Engineering Traffic Consultant	15,000	20,000	15,000	20,000	20,000	33.3%	33.3%
<b>Legal Representation</b>							
General Counsels	115,874	98,775	135,000	92,784	130,000	-31.3%	-3.7%
<b>Other Professional Services</b>							
Investment Consultant	20,013	18,345	15,000	23,658	30,000	57.7%	100.0%
<b>Total Professional Services</b>	<b>189,937</b>	<b>172,935</b>	<b>215,000</b>	<b>187,007</b>	<b>215,000</b>	<b>-13.0%</b>	<b>0.0%</b>



**EXTRAORDINARY MAINTENANCE AND REPAIR RESERVE FUND**
**APPROVED BY COMMISSION**

FISCAL YEAR		2020 - 2021	2021- 2022	PROJECTED 2022 - 2023	BUDGETED 2023 - 2024
<b>ANNUAL ITEMS</b>					
EXTRAORDINARY MAINTENANCE & CONSULTING ENGINEERING		175,846	175,846	303,957	500,000
ANNUAL AASHTO INSPECTION OF GNOEC FACILITIES & SECURITY INSPECTION		34,155	34,155	725,481	1,000,000
EMERGENCY AND PERIODIC REPAIRS		136,856	136,856	30,910	100,000
PREVENTATIVE MAINTENANCE ELECTRICAL/MECHANICAL SYSTEMS		966,098	966,098	428,020	700,000
<b>SUBTOTAL ANNUAL ITEMS</b>		<b>1,312,955</b>	<b>1,312,955</b>	<b>1,488,368</b>	<b>2,300,000</b>
<b>CURRENT AND PROPOSED MAINTENANCE AND REPAIR PROJECTS</b>					
<b>ELECTRICAL / MECHANICALIMPROVEMENTS</b>					
206	NORTH CHANNEL BASCULE MECHANICAL MAINTENANCE	0	0	0	1,700,000
207	UPGRADE CCTV SYSTEM	55,936	19,544	1,576,954	0
208	HIGH VOLTAGE POWER SYSTEM - CONTROL SYSTEM AND SURGE PROTECTION	0	0	0	1,000,000
209	UPGRADE 1700 AM HIGHWAY ADVISORY RADIO	0	0	0	25,000
210	BASCULE LOCK BAR OPERATOR REHABILITATION	0	0	0	1,500,000
211	BASCULE EMERGENCY GENERATOR REPLACEMENT	0	12,250	61,105	416,000
435	CHANNEL MARKER PLATFORM REHABILITATION	0	0	0	750,000
640	UPGRADE TRAFFIC SIGNALS PHASE 1	0	0	0	1,500,000
<b>BRIDGE IMPROVEMENTS</b>					
430	REPLACE HILS	36,392	13,546	89	1,250,000
22-014	REPLACE BRIDGE SWEEPER	0	274,974	0	0
23-015	REPLACE BUCKET TRUCK	0	0	0	325,000
432	SAFETY SHOULDERS	2,685,073	0	0	0
433	SOUTHBOUND BRIDGE RAIL IMPROVEMENTS	2,132,861	145,132	3,097,971	0
639	EROSION REPAIRS AT NORTH TOLL PLAZA	0	0	123,425	674,701
436	8 MILE SOUTH CHANNEL & 16 MILE NORTH CHANNEL FENDER & ELECTRICAL REPAIRS	0	0	0	1,000,000
<b>ROAD IMPROVEMENTS</b>					
636	MONROE STREET OVERPASS AND FRONTAGE ROAD REHABILITATION	0	0	0	2,000,000
637	NORTH APPROACH OVERLAY	0	0	0	5,000,000
638	OVERLAY WEST CAUSEWAY RD @ CHINCHUBA	0	0	2,293,098	0
<b>BUILDING / PLAZA IMPROVEMENTS</b>					
812	NORTHSHORE MAINTENANCE FACILITY IMPROVEMENTS	0	77,394	73,536	0
820	NORTH TOLL PLAZA CANOPY ROOF AND LIGHTNING PROTECTION	0	0	0	750,000
825	TOLL TAG STORE SOFTWARE UPGRADE	254,256	734,680	568,800	600,000
827	UPGRADE TO COMMUNICATIONS SATELLITE OFFICE	14,043	201,384	22,139	0
828	UPGRADE GNOEC CYBER SECURITY	0	10,994	273,144	300,000
829	UPGRADE TOLL SYSTEM	0	0	0	6,000,000
830	TOLL BOOTH RENOVATIONS	0	0	0	500,000
FUNDS ENCUMBERED - BEGINNING BALANCE		36,907,108	38,633,786	43,456,479	42,176,112
<b>PROJECT EXPENDITURES</b>		<b>(6,491,516)</b>	<b>(2,802,853)</b>	<b>(9,578,629)</b>	<b>(27,590,701)</b>
PROJECT FUNDING		8,218,194	7,625,546	8,298,262	7,125,023
FUNDS ENCUMBERED - ENDING BALANCE		\$38,633,786	\$43,456,479	\$42,176,112	\$21,710,434

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
TRANSFERS AND H.P.L. EXPENSES**

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**APPROVED BY COMMISSION**

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2023 UPDATED VS 2023 APPROVED	% CHANGE -5- to -3- 2024 BUDGETED VS 2023 APPROVED
	ACTUAL 2020-2021	ACTUAL 2021-2022	APPROVED BUDGET 2022-2023	UPDATED PROJECTED YEAR END 2022-2023	BUDGETED 2023-2024		
Tri-Parish St. Charles, St. John & Tangipahoa Parishes	150,000	150,000	150,000	150,000	150,000	0.0%	0.0%
Additional Parishes Orleans, Jefferson St. Tammany & Washington	200,000	200,000	200,000	200,000	200,000	0.0%	0.0%
Huey P. Long Bridge	1,316,833	1,372,004	1,322,940	1,245,168	1,379,097	-5.9%	4.2%
State of Louisiana	0	0	0	0	0	0.0%	0.0%
<b>Total State Surplus Expenditures</b>	<b>1,666,833</b>	<b>1,722,004</b>	<b>1,672,940</b>	<b>1,595,168</b>	<b>1,729,097</b>	<b>-4.6%</b>	<b>3.4%</b>
<b>HUEY P. LONG BRIDGE</b>							
<b>OPERATIONS</b>							
Police Patrol	604,968	594,434	614,459	596,762	627,967	-2.9%	2.2%
Dispatch	101,257	106,391	113,825	101,001	118,357	-11.3%	4.0%
Payroll Taxes	101,990	94,835	101,825	99,097	105,411	-2.7%	3.5%
Payroll Benefits	150,228	163,745	139,758	104,694	150,240	-25.1%	7.5%
Unused Sick & Vacation Leave	137	6,776	10,000	6,776	10,000	-32.2%	0.0%
Materials, Supplies & Maintenance	127,366	147,930	75,000	89,852	80,000	19.8%	6.7%
Telephone & Radio	20,197	18,852	25,000	18,358	25,000	-26.6%	0.0%
Insurance	23,900	24,463	20,000	18,804	20,000	-6.0%	0.0%
<b>MAINTENANCE</b>							
Salaries	20,034	20,743	24,652	20,133	25,639	-18.3%	4.0%
Payroll Taxes	2,702	2,648	3,192	2,696	3,320	-15.5%	4.0%
Payroll Benefits	4,160	5,971	7,528	2,563	8,092	-66.0%	7.5%
<b>ADMINISTRATIVE</b>							
Salaries	97,780	87,814	96,903	85,231	101,976	-12.0%	5.2%
Payroll Taxes	13,163	11,228	12,549	11,434	13,206	-8.9%	5.2%
Payroll Benefits	16,352	16,292	17,849	10,554	19,188	-40.9%	7.5%
Capital Acquisitions	32,599	69,884	60,400	77,213	70,700	27.8%	17.1%
	<b>1,316,833</b>	<b>1,372,004</b>	<b>1,322,940</b>	<b>1,245,168</b>	<b>1,379,097</b>	<b>-5.9%</b>	<b>4.2%</b>

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION**  
**NET REVENUE REQUIREMENTS**  
**YEARS ENDED OCTOBER 31, 2023, 2024, AND 2025**

	UPDATED FORECAST Y/E 10/31/23	BUDGET Y/E 10/31/24	FORECAST Y/E 10/31/25
<b>NET REVENUES</b>			
Tolls (per latest data)	22,654,000	25,162,000	28,456,242
Vehicular License Tax	6,622,652	6,250,000	6,400,000
Interest Income	29,774	35,000	35,000
Other Revenue	<u>163,949</u>	<u>100,000</u>	<u>50,000</u>
	29,470,375	31,547,000	34,941,242
Current Expenses Budgeted	<u>12,741,824</u>	<u>13,970,504</u>	<u>14,180,062</u>
<b>NET REVENUES</b>	<u>16,728,551</u>	<u>17,576,496</u>	<u>20,761,180</u>
<b>NET REVENUE REQUIREMENT</b>			
Add the greater of I and II or I and III			
I. Deficiencies in the Debt Service Fund and the Debt Service Reserve Fund	<u>0</u>	<u>0</u>	<u>0</u>
IIa. Debt Service & EMRR Aggregate Debt Service	7,427,781	9,333,431	9,157,375
- and -			
IIb. Extraordinary Maintenance and Repair Reserve Requirement	8,298,262	7,125,023	7,231,898
	<u>15,726,043</u>	<u>16,458,454</u>	<u>16,389,273</u>
III. Debt Service Multiple Debt Service x 1.2	7,427,781 <u>x 1.2</u>	9,333,431 <u>x 1.2</u>	9,157,375 <u>x 1.2</u>
	<u>8,913,337</u>	<u>11,200,117</u>	<u>10,988,850</u>
THE LARGER OF I AND II OR I AND III EQUALS: NET REVENUE REQUIREMENT	<u>15,726,043</u>	<u>16,458,454</u>	<u>16,389,273</u>
<b>NET REVENUES IN EXCESS OF REQUIREMENT</b>	<u>1,002,508</u>	<u>1,118,042</u>	<u>4,371,907</u>

Section 6.15 Toll Covenant (c) The Commission shall complete a review of its Financial Condition for the purpose of estimating whether Net Revenues for the immediately succeeding Fiscal Year and for the next following Fiscal Year will be sufficient to comply with subsection(b).

Section 6.15(b) The commission.... shall be required in order that in each Fiscal Year Net Revenues shall at least equal the Net Revenue Requirement for such Fiscal Year....

Net Revenue Requirement is equivalent to the calculation as stated above.

# Agenda Item #5

Presentation of a report  
by the Louisiana  
Legislative Auditor on  
certain Louisiana  
Department of Health  
Medicaid dental  
services contracts





## ***Louisiana Legislative Auditor Memorandum***

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*Baton Rouge Office  
Phone No. (225) 339-3800  
Fax No. (225) 339-3870*

TO: JLCB Members

FROM: Mike Waguespack, Legislative Auditor

DATE: October 17, 2023

SUBJECT: Dental Provider Specialties in LLA Report on Dental Benefit Plan Managers

At the request of the Joint Legislative Committee on the Budget (JLCB), LLA issued an informational brief on October 4, 2023, titled *Medicaid Dental Benefit Program Managers – Louisiana Department of Health (LDH)*. To conduct this review and meet the deadline, LLA relied on Medicaid data obtained from LDH to provide statistics on the number and type of providers who delivered dental services and the amount paid for these services.

Since publication of the report, MCNA Insurance Company (MCNA) contacted the LLA concerning some provider specialties listed in Exhibit 2 of the report being incorrect. For example, MCNA stated that it does not contract with any psychiatrist/neurologist providers. Upon further review of Medicaid claims data and the original data within MCNA's system, it appears that this dentist's provider specialty was incorrectly identified in LDH's Medicaid data as a psychiatrist/neurologist, instead of a general dentist. Due to this incorrect coding in the data, while the total amount of services provided in Exhibit 2 is accurate, it is possible that other provider specialties were incorrectly coded in the data.

My staff and I are prepared to answer any questions you may have regarding this issue at the upcoming JLCB meeting. If you have any questions before then, please call me at 339-3839.

**LOUISIANA LEGISLATIVE AUDITOR  
1600 NORTH THIRD STREET  
POST OFFICE BOX 94397  
BATON ROUGE, LOUISIANA 70804-9397**

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**AUDIT TEAM**  
JODIE DEBETAZ, CIA, CGAP, MA

Under the provisions of state law, this report is a public document. A copy of this report has been submitted to the Governor, to the Attorney General, and to other public officials as required by state law. A copy of this report is available for public inspection at the Baton Rouge office of the Louisiana Legislative Auditor and online at [www.la.la.gov](http://www.la.la.gov). When contacting the office, you may refer to Agency ID No. 9726 or Report ID No. 40230025 for additional information.

This document is produced by the Louisiana Legislative Auditor, State of Louisiana, Post Office Box 94397, Baton Rouge, Louisiana 70804-9397 in accordance with Louisiana Revised Statute 24:513. Four copies of this public document were produced at an approximate cost of \$2.60. This material was produced in accordance with the standards for state agencies established pursuant to R.S. 43:31.

In compliance with the Americans With Disabilities Act, if you need special assistance relative to this document, or any documents of the Legislative Auditor, please contact Jenifer Schaye, General Counsel, at 225-339-3800.

October 4, 2023

The Honorable Patrick Page Cortez,  
President of the Senate  
The Honorable Clay Schexnayder,  
Speaker of the House of Representatives

Dear Senator Cortez and Representative Schexnayder:

This informational brief provides the results of our analysis of Medicaid dental benefit program managers, including payments they received from LDH and made to providers, adequacy of dental provider networks, provider complaints and formal claims disputes, member grievances and appeals, and noncompliance with contractual requirements. This informational brief is intended to provide timely information related to an area of interest to the legislature or based on a legislative request. I hope this information will benefit you in your legislative decision-making process.

Respectfully submitted,



Michael J. "Mike" Waguespack, CPA  
Legislative Auditor

MJW/ch

MEDICAID DENTAL





# Informational Brief

## Medicaid Dental Benefit Program Managers

*Louisiana Department of Health*

MICHAEL J. "MIKE"  
WAGUESPACK, CPA

Audit Control# 40230025

Performance Audit Services - October 2023

### Background

The Louisiana Department of Health (LDH) began contracting with DentaQuest USA Insurance Company (DentaQuest) and MCNA Insurance Company (MCNA) (collectively known as dental benefit program managers, or DBPMs) on January 1, 2021, to provide Medicaid members with covered dental benefits and services.<sup>1</sup> Eligible Medicaid members include (1) Medicaid members under the age of 21 and (2) Medicaid members who are ages 21 or older *and* whose Medicaid coverage includes the full range of Medicaid services. Children under the age of 21 have comprehensive dental benefits<sup>2</sup> from these two DBPMs, while adults primarily have denture coverage.<sup>3</sup> Louisiana expanded coverage in July 2022 to include adults ages 21 and over who are enrolled in one of the state's waiver programs<sup>4</sup> and in May 2023 to include adults ages 21 and over who reside in a state intermediate care facility for individuals with developmental disabilities (ICF/DD).

Both contracts end on December 31, 2023. The original maximum combined cost of the two contracts totaled approximately \$711.4 million. Effective January 1, 2023, a contract amendment increased the maximum combined cost to approximately \$736.7 million. LDH is currently seeking a two-year extension of the contracts through December 31, 2025, increasing the total combined cost of the two contracts over the five-year period to approximately \$1.24 billion.

### Why We Compiled This Informational Brief

We conducted this analysis in response to a legislative request asking us to assess the performance of DentaQuest and MCNA related to types of services provided, provider complaints, member grievances, claims denials, and network adequacy. To conduct this analysis, we reviewed the DentaQuest and MCNA contracts, analyzed Medicaid data, and reviewed certain required contract deliverables such as required reports that plans must submit to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

Informational briefs are intended to provide more timely information than standards-based performance audits. While these informational briefs do not follow all *Government Auditing Standards*, we conduct quality assurance activities to ensure the information presented is accurate. In addition, we incorporated feedback we received from LDH throughout the report.

<sup>1</sup> According to LDH, there were three bidders for these contracts.

<sup>2</sup> Services covered include diagnostic, preventative, restorative, endodontic, periodontics, prosthodontic, fixed prosthodontics, oral and maxillofacial surgery, orthodontic, and adjunctive general.

<sup>3</sup> Adults have access to comprehensive oral examinations and radiographs, as well as a range of denture services. Some of the six Healthy Louisiana (Medicaid) health plans offer additional dental coverage for adults as value-added services.

<sup>4</sup> Includes the New Opportunities Waiver, the Residential Options Waivers, or the Supports Waiver.



From June 1, 2014, through December 31, 2020, LDH contracted solely with MCNA for dental services under a waiver<sup>5</sup> from the Centers for Medicare and Medicaid Services (CMS). However, LDH now contracts with two DBPMs because federal law<sup>6</sup> requires that states give Medicaid members a choice of at least two DBPMs. LDH pays a per member per month payment (PMPM) to each DBPM for each member to efficiently manage service costs and utilization, to improve access to specialty dental services, and to increase outreach and education to promote healthy dental behavior. Exhibit 1 summarizes the PMPM amounts per member as of June 2023 by coverage type.

<b>Exhibit 1</b> <b>Dental Monthly PMPM</b> <b>As of June 2023</b>	
<b>Coverage Type</b>	<b>PMPM</b>
LaCHIP* Affordable Plan	\$26.82
Medicaid Child/CHIP	\$22.08
Medicaid Adult	\$1.63
Medicaid Expansion Child	\$18.90
Medicaid Expansion Adult	\$1.04
Medicaid Adult Waivers	\$23.98
Adult ICF/DD	\$17.72
* The Louisiana Children's Health Insurance Program (LaCHIP) provides health coverage to uninsured children up to age 19. It is a no-cost health program that pays for hospital care, doctor visits, prescription drugs, shots and more. <b>Source:</b> Prepared by legislative auditor's staff using the <i>Louisiana Medicaid Dental Benefit Program Capitation Rate Certification</i> report from Mercer.	

## What We Found

**LDH paid approximately \$513.9 million in PMPMs to DentaQuest and MCNA for dental coverage for approximately 2.0 million unique Medicaid members<sup>7</sup> from January 1, 2021, through December 31, 2022. These DBPMs provided approximately \$279.7 million in dental services over this same time period.<sup>8</sup>** Included in the \$513.9 million in PMPMs LDH paid to the DBPMs is \$127.5 million in Full Medicaid Pricing (FMP) payments. The purpose of FMP is to increase payments to contracted providers to maintain and increase access to dental services for Medicaid members. According to LDH, the DBPMs

<sup>5</sup> A Medicaid waiver allows the federal government to waive rules that usually apply to the Medicaid program.

<sup>6</sup> 42 Code of Federal Regulations (CFR) 438.52

<sup>7</sup> In calendar year 2022, DentaQuest had 1,002,379 unique members, while MCNA had 961,684.

<sup>8</sup> This number understates the amount of services paid by the DBPMs, because Medicaid providers have up to 365 days to bill for services rendered. Therefore, some services provided from July 2022 through December 2022 may not yet be included in the data. In addition, FMP payments are not included in this amount.

determine the amounts to pay providers.<sup>9</sup> These FMP payments, as well as the amounts directly paid to providers for services, resulted in a total amount of \$407.4 million paid to dental providers. Exhibit 2 summarizes the number of unique providers who provided services and the amount paid by provider specialty by DBPM for calendar years 2021 and 2022.

<b>Exhibit 2</b> <b>Unique Providers by Amount Paid* and Specialty</b> <b>Calendar Years 2021 through 2022</b>				
Provider Specialty	DentaQuest		MCNA	
	Unique Providers	Amount Paid	Unique Providers	Amount Paid
General Dentist	727	\$88,872,148	918	\$114,912,720
Pediatric Dentist	91	38,095,097	90	27,834,552
Oral and Maxillofacial Surgeon	40	3,804,547	44	3,714,215
Endodontist	9	1,056,254	9	508,713
Prescriber Only and Ordering, Prescribing, and Referring	8	389,567	12	45,154
Federally Qualified Health Center and Rural Health Center	21	91,296	38	22,789
Orthodontist	8	75,639	12	245,868
American Indian/Native Alaskan	1	18,436	1	38,403
Periodontist	2	8,848	2	9,661
Psychiatrist/Neurologist	2	183	1	3,702
<b>Total</b>	<b>867**</b>	<b>\$132,412,015</b>	<b>1,028**</b>	<b>\$147,335,777</b>
* Based on information available in Medicaid claims data, which does not include FMP payment amounts. LDH does not track FMP payment amounts by dental provider. ** Represents the unique number of providers based on the national provider identifier of the provider who rendered services across these specialties and thus is less than the sum of the columns. <b>Source:</b> Prepared by legislative auditor's staff using Medicaid data obtained from LDH.				

**Because neither DBPM met the contract requirement to spend at least 85% of its PMPMs on dental benefits and services, the DBPMs had to refund LDH approximately \$11.4 million in calendar year 2021.** Both DBPMs are required by their contracts to submit an annual Medical Loss Ratio (MLR) report detailing how much they spent on dental benefits and services compared to how much they spent on administrative and other expenses. LDH contracts with Myers and Stauffer to examine the information in the MLR reports and adjust the numbers as appropriate. If the aggregate MLR for a DBPM is less than 85.0%, then the DBPM must refund LDH the difference. Exhibit 3 summarizes, according to the MLR reports, the calendar year 2021 MLR by DBPM for the expansion and non-expansion Medicaid populations, the amount of PMPMs paid by LDH to the DBPMs for each population, and the amount each paid LDH as a result of not meeting the required MLR.

<sup>9</sup> LDH stated that it produces and publishes an FMP report but does not involve itself with FMP payments to providers or track/monitor FMP provider payments, except to review the aggregated FMP payment amount in each MCO's quarterly financial statement because of federal regulations [42 CFR 438.6(c)(1)(2021)] prohibiting states from directing payments to individual providers.

<b>Exhibit 3</b> <b>Comparison of Medical Loss Ratio % and Amount Paid</b> <b>Calendar Year 2021*</b>				
Plan	Population	MLR	PMPMs Paid by LDH	Amount Paid
<b>MCNA</b>	Expansion	62.3%	\$13,600,417	\$2,977,238
	Non-Expansion	84.7%	114,288,652	312,391
<b>DentaQuest</b>	Expansion	36.4%	13,752,824	5,669,613
	Non-Expansion	82.7%	113,910,981	2,488,274
<b>Total</b>			<b>\$255,552,874</b>	<b>\$11,447,516</b>
* Includes claims with dates of service in calendar year 2021 paid through April 2022. LDH stated that the report for calendar year 2022 is expected to be released around June 2024. <b>Source:</b> Prepared by legislative auditor's staff using Myers and Stauffer's MLR reports for DentaQuest and MCNA.				

**Neither DBPM met all requirements for network adequacy. However, according to an LDH report, Louisiana has a shortage of dental providers across the state.** The DBPM contracts require DentaQuest and MCNA to design, develop, and maintain a network that reflects the needs and service requirements of their members, be sufficient to serve their members, and maximize the availability of primary and specialty dental services. However, the contracts do not specify how many providers the dental benefit plans must have in their network. According to an LDH report,<sup>10</sup> all but five parishes in Louisiana have been designated as a health professional shortage area for dentists.

The DBPMs are required to submit quarterly network adequacy reports to LDH showing the number of contracted providers in their network. Exhibit 4 summarizes the number of providers contracted by DBPM and specialty as of June 2023 and shows that for some specialties, such as periodontists and endodontists, the DBPMs contract with 10 or fewer providers statewide. In addition, according to network adequacy reports submitted by the DBPMs as of June 2023, neither DBPM had any dental providers, including general dentists, in three parishes – Assumption, Cameron, and Jackson – and

<b>Exhibit 4</b> <b>Providers Contracted by DBPM by Specialty</b> <b>As of June 2023</b>		
Specialty Type	DentaQuest	MCNA
General Dentist	801	774
Pediatric Dentist	86	90
Endodontist	10	8
Periodontist	5	3
Prosthodontist	23	2
Orthodontist	19	25
Oral and Maxillofacial Surgeon	33	42
<b>Total</b>	<b>977</b>	<b>944</b>
<b>Source:</b> Prepared by legislative auditor's staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.		

<sup>10</sup> <https://wellahedla.com/healthcare-access/health-professional-shortage-areas/>

30 parishes did not have any specialty providers available through either DBPM.<sup>11</sup> Appendix A summarizes the number of providers by parish.

The DBPM contracts require DentaQuest and MCNA to meet time and distance requirements (see *text box at right*) and demonstrate compliance on quarterly reports. We reviewed these quarterly reports to determine the number of parishes that were not in compliance with these distance requirements and found that neither DBPM met all requirements. However, according to MCNA, it has contracted with all available specialists in the area.

Exhibit 5 summarizes the number of parishes that did not meet these distance requirements, and Appendix B shows this information by parish.

**Distance to Primary Dental Services:**

Travel distance from enrollee's place of residence shall not exceed **thirty (30) miles** or sixty (60) minutes one-way for rural areas; and **ten (10) miles** or twenty (20) minutes for urban areas.

**Distance to Specialty Dental Services:**

Travel distance shall not exceed **sixty (60) miles** one-way from the enrollee's place of residence for at least **seventy-five (75) percent** of enrollees; and shall not exceed **ninety (90) minutes** one-way from the enrollee's place of residence for **all** enrollees.

**Source:** DBPM contracts

<b>Exhibit 5</b> <b>Number of Parishes Not Meeting Distance Requirements</b> <b>As of June 2023</b>			
<b>Specialist Type</b>	<b>Requirement</b>	<b>DentaQuest</b>	<b>MCNA</b>
Primary Dentist*	100% within 30 miles for rural parishes	0	12
	100% within 10 miles for urban areas	8	20
Endodontist	75% of members within 60 miles	14	29
	100% of members within 90 miles	4	27
Oral Surgeon	75% of members within 60 miles	13	4
	100% of members within 90 miles	0	16
Orthodontist	75% of members within 60 miles	14	9
	100% of members within 90 miles	1	16
Periodontist	75% of members within 60 miles	29	37
	100% of members within 90 miles	12	36
Prosthodontist	75% of members within 60 miles	13	41
	100% of members within 90 miles	11	39
* Includes general dentists and pediatric dentists. <b>Source:</b> Prepared by legislative auditor's staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.			

According to LDH, it does not perform any independent analysis of underlying claims or provider data to validate the information submitted by DBPMs on these reports. Instead, LDH contracts with an External Quality Review Organization to review network adequacy as part of its external quality review.

<sup>11</sup> DentaQuest had 34 parishes with no specialists as of June 2023, while MCNA had 33 parishes with no specialists as of June 2023 according to self-reported data contained in monthly reports submitted by the DBPMs to LDH.



**DentaQuest had more provider complaints and formal claims disputes than MCNA, but most of DentaQuest's complaints were during the first six months of their contract. While the number of complaints reported on DentaQuest's monthly reports have significantly decreased, formal claims disputes remain high.** Specifically, from

A provider **complaint** is any contact, by phone, in writing, or in person, originating from a provider and delivered to any member of health plan staff voicing dissatisfaction with a policy, procedure or any other communication or action by the dental plan.

A **formal claims dispute** is a process where a provider can appeal a decision by the DBPM to deny or underpay a claim.

January 2021 through July 2023, DentaQuest had 931 provider complaints and 4,398 formal claims disputes compared to MCNA's 9 provider complaints and 86 formal claims disputes. However, 891 (95.7%) of DentaQuest's provider complaints were in the first six months of their contract. DBPMs are required to submit monthly reports to LDH on the number of complaints received from providers and the number of formal claims disputes. Dental plans are also required by their contract to develop a process for formal claims disputes. The most common type of provider complaint for the two DBPMs was related to claims processing, as 499 (53.1%) of 940 complaints were for this reason. Exhibit 6 summarizes the number of provider complaints by reason and the number of formal claims disputes by status.

**Exhibit 6**  
**Number of Provider Complaints and Formal Claims Disputes**  
**Calendar Years 2021 through 2023**

Complaint Reason	DentaQuest			MCNA		
	2021	2022	2023*	2021	2022	2023*
Claims Processing	474	7	14	4	0	0
Reimbursement Rates	48	0	0	0	0	0
Prior Authorization	232	1	0	0	0	0
Provider Enrollment and Credentialing	9	0	0	0	0	0
Lack of Access to Providers or Services	0	0	1	1	0	0
Lack of Information/Response	1	0	4	0	0	0
Other	132	4	4	4	0	0
<b>Total</b>	<b>896</b>	<b>12</b>	<b>23</b>	<b>9</b>	<b>0</b>	<b>0</b>
<b>Total All Years</b>	<b>931</b>			<b>9</b>		
Formal Claims Disputes	DentaQuest			MCNA		
	2021	2022	2023*	2021	2022	2023*
Received	1,460	1,921	1,017	19	28	39
Resolved**	1,411	1,939	985	18	27	32
Resolved with Change to Original Payment Amount	402	623	256	4	10	17
<b>Total All Years</b>	<b>4,398</b>			<b>86</b>		

\* Calendar year 2023 only includes information available through July 31, 2023.

\*\* This represents the total formal disputes resolved in the calendar year, which could include some not resolved from the previous year.

**Source:** Prepared by legislative auditor's office using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

The independent review process is another option for dental providers to resolve claims disputes. This process was established by state law<sup>12</sup> and can be used when a provider believes a DBPM has denied claims incorrectly. Providers can submit a request for this review to LDH, which will then forward eligible claims to a reviewer who is not a state employee and is independent of both the DBPM and the dental provider. LDH stated that no dental providers have requested an independent review.

According to LDH, the large number of provider complaints and formal claims disputes is attributable to challenges associated with onboarding DentaQuest as a new DBPM in calendar year 2021. For example, LDH stated that the processes used by DentaQuest differ from those used by MCNA, and providers had become accustomed to MCNA's processes, as it had been the sole DBPM for over six years. LDH further stated that despite guidance and instructions provided by DentaQuest, providers often continued to submit prior authorization requests and claims in a manner not in alignment with DentaQuest's guidance and instructions, resulting in continued denials.<sup>13</sup> However, dental providers stated that they provide complaints directly to LDH routinely and through quarterly meetings with LDH and DentaQuest. Dental providers stated that they no longer use DentaQuest's formal complaint process because of issues with their communication. Dental providers stated through interviews and documentation the following issues as ongoing related to claims with DentaQuest:

- Providers noted issues with **denials of claims**. For example, one provider stated that on some denials, the denial only says "Does Not Meet Criteria" without providing any real explanation as to why the claim was denied or what documentation is needed for the claim to be approved. Another provider stated that "With DentaQuest, services that are stated to be covered in the manual have been getting denied even when submitted with appropriate radiographs and clinical notes. My office routinely has to get pre-authorizations for covered services to ensure we receive timely payment."

Our analysis of denied claims shows that DentaQuest had a higher percentage of claims that were denied compared to MCNA. As shown in Exhibit 7, while the two dental benefit plans submitted a similar number of unique encounters to LDH,<sup>14</sup> the percentage of claims denied by DentaQuest was nearly double that of MCNA's from January 2021 through December 2022. See Appendix C for the number of paid and denied claims by dental benefit plan by provider type for the same time period.

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<sup>12</sup> Louisiana Revised Statute (La. R.S.) 46:460.90

<sup>13</sup> We also reviewed the 2022 provider satisfaction survey. However, due to differences in the number of responses and methodology used, we did not include that information in this report.

<sup>14</sup> An encounter is a distinct set of healthcare services provided to a Medicaid member enrolled with a DBPM on the date that the services were delivered. It is a claim paid by the DBPM but submitted to LDH.

<b>Exhibit 7</b> <b>Paid and Denied Claims by DBPM*</b> <b>Service Dates January 2021 through December 2022</b>					
<b>Dental Benefit Plan</b>	<b>Paid Claims</b>	<b>Denied Claims</b>	<b>Total Submitted Claims</b>	<b>Percentage of Claims Denied</b>	<b>Cost of Claims Paid</b>
DentaQuest	2,804,725	411,210	3,215,935	12.8%	\$132,412,015
MCNA	2,958,224	217,979	3,176,203	6.9%	\$147,335,777
<b>Total</b>	<b>5,762,949</b>	<b>629,189</b>	<b>6,392,138</b>	<b>9.8%</b>	<b>\$279,747,792</b>
* Represents the final payment status as of June 2023 and does not account for claims submitted and denied multiple times. Each claim is accounted for one time in this exhibit. <b>Source:</b> Prepared by legislative auditor's staff using Medicaid data from LDH.					

- Providers noted issues with **communication**, such as often having to make multiple phone calls to their provider representatives to get any resolution to concerns. For example, one provider stated, "it is impossible to get a DentaQuest representative on the phone to answer questions about denied claims, denied pre-authorizations, and issues with reimbursement."
- Providers noted that the DentaQuest and MCNA **provider manuals have differences in requirements**. We analyzed the requirements related to eight specific procedures<sup>15</sup> in the DBPMs' provider manuals and found that, despite LDH's provider manual not requiring preauthorization or review for these procedures, both DentaQuest and MCNA require some pre-review. LDH stated that its manual serves as a guide for minimum requirements of the DBPMs, but it gives the DBPMs flexibility to be more stringent and does not require the DBPM's provider manuals to be the same. For example, DentaQuest requires prepayment reviews but no preauthorization for seven of these procedures, while MCNA requires preauthorization but no prepayment review for the same seven procedures.

**Although DentaQuest and MCNA had a similar number of member grievances, DentaQuest had significantly more member appeals. In addition, member appeals to DentaQuest were found in favor of the member more frequently than for MCNA members.** From January 2021 through June 2023, DentaQuest had 212 grievances, with most related to quality of care issues. During the same time period, MCNA had a total of 200 grievances from members, with most due to billing and financial issues. However, DentaQuest had 1,847 appeals compared to MCNA's 221 appeals. The most common reason for appeals for both DBPMs was that the DBPM determined the dental procedure did not meet clinical criteria. Examples of cases that were appealed to DentaQuest include services such as tooth extractions and sedation that were denied for payment after providing the service even though the provider received prior

<sup>15</sup> These procedures were related to prefabricated stainless-steel crowns (procedure codes D2930, D2931, D2933, and D2934), inhalation of nitrous oxide (procedure code D9230), and various forms of sedation (procedure codes D9239, D9243, and D9248).

authorization to perform the service. Interviews with dental providers also noted that this was an issue. According to DentaQuest's provider manual, a preauthorized treatment, service, or procedure may only be reversed on retrospective review under certain circumstances.<sup>16</sup> Exhibit 8

summarizes the number and reason for grievances and appeals by DBPM from January 2021 through June 2023.

A **grievance** is an expression of member dissatisfaction about any matter other than an adverse benefit determination. Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider, or a network employee and network administration practices.

An **appeal** is a request for a review of an action and involves a formal process whereby a member has the right to contest an adverse benefit determination by the DBPM, which is the denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service, etc.

<b>Exhibit 8</b> <b>Summary of Grievances and Appeals by DBPM</b> <b>January 2021 through June 2023</b>				
Reason	Grievance		Appeals	
	DentaQuest	MCNA	DentaQuest	MCNA
Quality of Care	82	60	0	0
Accessibility of Office	27	13	0	0
Attitude/Service of staff	16	13	0	0
Quality of Office, Building	2	0	0	0
Timeliness	1	1	0	6
Benefit Limitations/Exclusions	24	21	127	26
Billing and Financial issues	47	77	1	0
Clinical Criteria Not Met -Dental Procedure	2	4	1,522	172
Prior or Post Authorization	2	2	197	0
Level of Care Dispute	1	0	0	0
Other - Updating Membership Information	8	9	0	17
<b>Total*</b>	<b>212</b>	<b>200</b>	<b>1,847</b>	<b>221</b>
* We identified issues with some of DentaQuest's reports, such as one month having no data included and three consecutive months having the same number of grievances and appeals. <b>Source:</b> Prepared by legislative auditor's staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.				

Because the number of member appeals was significantly different between DentaQuest and MCNA, we analyzed member appeals that were resolved during this same time period. We found that the appeal was successful for the member more often when appealing a DentaQuest decision than an MCNA decision, meaning the DBPM or an administrative law judge approved the originally denied request.

<sup>16</sup> Circumstances include: (a) The relevant information presented upon retrospective review is materially different from the information presented during the preauthorization review; (b) The relevant information presented upon retrospective review existed at the time of the preauthorization review but was withheld or not made available; (c) DentaQuest was not aware of the existence of such information at the time of the preauthorization review; or (d) Had DentaQuest been aware of such information, the treatment, service, or procedure being requested would not have been authorized.



For example, 845 (43.9%) of 1,925 DentaQuest members' appeals were found in favor of the member, while 41 (25.0%) of 164 MCNA members' appeals were found in favor of the member. Exhibit 9 shows how appeals were resolved for each of the DBPMs from January 2021 through June 2023.

<b>Exhibit 9</b> <b>Outcomes of Appeals</b> <b>January 2021 through June 2023</b>					
Determination	Meaning	DentaQuest		MCNA	
		Total	Percent	Total	Percent
Overtaken or Reversed for Member	(1) A decision at the State Fair Hearing level which reverses the dental plan's decision in favor of the member, or (2) a decision at the dental plan level to approve a denied request prior to a State Fair Hearing being scheduled by the Division of Administrative Law	845	43.9%	41	25.0%
Invalid, Upheld, or Withdrawn	(1) Appeals request that is found to be unacceptable for timeliness, coverage, or appropriate filing, (2) a decision at the State Fair Hearing level which confirms the DBPM's denial of the member's request, or (3) a written decision made by the appellant to terminate the appeals process	1,080	56.1%	123	75.0%
<b>Total</b>		<b>1,925*</b>	<b>100.0%</b>	<b>164</b>	<b>100.0%</b>
* The issues noted in the previous exhibit may contribute to the number of resolved appeals being higher than the number of appeals filed. <b>Source:</b> Prepared by legislative auditor's staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.					

**Between January 2021 and August 2023, LDH issued \$1.1 million in penalties to DentaQuest for 19 instances of noncompliance with the DBPM contract and issued \$617,000 in penalties to MCNA for 11 instances of noncompliance.** The most common categories of noncompliance for the 30 total instances of noncompliance were reporting and claims and encounter management. Nine (30.0%) of the 30 total instances of noncompliance were related to reporting and eight (26.7%) were related to claims and encounter management. As of August 2023, LDH had assessed a combined \$1.7 million in penalties to the DBPMs for noncompliance with contract requirements, including failure to submit required reports, failure to meet encounter data submission requirements, and failure to meet performance measures. Neither plan was assessed a monetary penalty in calendar year 2021. DentaQuest was assessed \$1,124,500 in penalties between January 2022 and August 2023, while MCNA was assessed \$617,500 in penalties during that same time frame. Exhibit 10 summarizes the areas of noncompliance noted and penalties assessed by calendar year and DBPM.

<b>Exhibit 10</b> <b>Noncompliance and Penalties Assessed by DBPM, Category, and Calendar Year</b> <b>January 2021 through August 2023</b>				
<b>Calendar Year</b>	<b>Category</b>	<b>Examples of Noncompliance</b>	<b>Count</b>	<b>Total Penalties</b>
<b>DentaQuest</b>				
2021	Administration	Dental Director not 100% dedicated to the contract	1	\$0
2021	Claims and Encounter Management	Delays in Recycling Claims	1	0
2021	Provider Services	Provider complaints including claims processing issues, inappropriate reimbursement and denial of claims, prior authorization issues and failure to recycle and re-process claims once adjudication errors are identified and corrected	4	0
2022	Administration	Failure to maintain required business hours	1	2,000
2022	Claims and Encounter Management	Failure to meet performance standards	1	50,000
2022	Quality Management	Failure to meet Healthcare Effectiveness Data and Information Set (HEDIS) performance measure target rate for sealants by 15.28%	1	200,000
2022	Reporting	Failure to timely submit quarterly reports – did not submit eight Quarter 1 reports by 4/30/2022; did not submit one Quarter 1 report by 5/31/2022; and failure to use correct template and required agreed upon procedures (AUPs) as noted in updated requirements	3	515,000
2023	Claims and Encounter Management	Failure to meet performance standards in encounter reconciliation reports	2	200,000
2023	Quality Management	Failure to meet compliance in availability of services, assurances of adequate capacity and services, coverages and authorizations of services, provider selection, enrollee rights and protection, grievance and appeal systems, practice guidelines, health information systems, quality assurance and performance improvement, and fraud waste and abuse	2	30,000
2023	Reporting	Failure to timely submit quarterly reports	1	87,500
2023	Services and Benefits	Enrollees removed from Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) prior to 21st birthday	1	0
2023	Provider Network	Based on complaints from providers about a shortage of oral surgeons and lack of primary dental providers available to service intermediate care facilities for individuals with intellectual disabilities	1	40,000
<b>Total</b>			<b>19</b>	<b>\$1,124,500</b>

<b>Exhibit 10 (Cont.)</b> <b>Noncompliance and Penalties Assessed by DBPM, Category, and Calendar Year</b> <b>January 2021 through August 2023</b>				
<b>Calendar Year</b>	<b>Category</b>	<b>Examples of Noncompliance</b>	<b>Count</b>	<b>Total Penalties</b>
<b>MCNA</b>				
2022	Claims and Encounter Management	Failure to submit and/or correct monthly data; exceeding 5% error rate	2	\$100,000
2022	Provider Services	Average call hold time exceeded 3 minutes; call abandonment rate exceeded 5%	1	20,000
2022	Quality Management	Failure to meet HEDIS performance measure target rate for sealants by 14.14%	1	190,000
2022	Reporting	Failure to timely submit quarterly reports – rejection of one report for failure to perform updated AUPs as noted in updated requirements; two Quarter 1 reports rejected due to errors, one not resubmitted timely; Quarterly financial reports were 16 days late	4	205,000
2023	Claims and Encounter Management	Monthly encounter data received in wrong format and exceeding 3% error threshold	2	100,000
2023	Reporting	Failure to complete updated agreed-upon procedures	1	2,500
<b>Total</b>			<b>11</b>	<b>\$617,500</b>
<b>Combined Total for both DBPMs</b>			<b>30</b>	<b>\$1,742,000</b>
<b>Source:</b> Prepared by legislative auditor's staff using information provided by LDH.				

## APPENDIX A: NUMBER OF PROVIDERS BY DBPM AND PARISH AS OF JUNE 2023

DENTAQUEST							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
ACADIA	24	3					
ALLEN	9						
ASCENSION	87	14				5	
ASSUMPTION							
AVOYELLES	9	1					
BEAUREGARD	10						
BIENVILLE	6						
BOSSIER	50	11					1
CADDO	181	16			1	7	2
CALCASIEU	49	3				2	1
CALDWELL	4						
CAMERON							
CATAHOULA	2						
CLAIBORNE	15						
CONCORDIA	8						
DESOTO	2						
EAST BATON ROUGE	238	22		1	3	6	
EAST CARROLL	1						
EAST FELICIANA	23						
EVANGELINE	10	1					
FRANKLIN	3						
GRANT	5						
IBERIA	12	3				1	2
IBERVILLE	8						
JACKSON							
JEFFERSON	335	23	2	1	2	7	7
JEFFERSON DAVIS	1						
LAFAYETTE	85	12				4	1
LAFOURCHE	158	4		2			
LASALLE	2						
LINCOLN	11						3
LIVINGSTON	109	8					1
MADISON					1		



DENTAQUEST							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
MOREHOUSE	7						
NATCHITOCHES	4	5					1
ORLEANS	307	21	3	1	7	3	7
OUACHITA	83	4			1	3	4
PLAQUEMINES	1						
POINTE COUPEE	6						
RAPIDES	33	7		4			2
RED RIVER	2						
RICHLAND	7				2		
SABINE	8						
SAINT BERNARD	86	2					
SAINT CHARLES	82	2					
SAINT HELENA	7						
SAINT JAMES	6						
SAINT LANDRY	11						
SAINT MARTIN	12						
SAINT MARY	13						
SAINT TAMMANY	235	20	3		2	3	2
SAINT JOHN THE BAPTIST	75						
TANGIPAHOA	126	5	2	1		1	3
TENSAS	1						
TERREBONNE	78	5	1			2	1
UNION	3						
VERMILION	14	2					
VERNON	3						
WASHINGTON	78				1	1	
WEBSTER	16	6					
WEST BATON ROUGE	39	4				1	1
WEST CARROLL	1				1		
WEST FELICIANA	1						
WINN	7						
<b>STATEWIDE (unduplicated)</b>	<b>801</b>	<b>86</b>	<b>10</b>	<b>5</b>	<b>23</b>	<b>19</b>	<b>33</b>
<b>Total Parishes with 0 Providers</b>	<b>4</b>	<b>39</b>	<b>59</b>	<b>58</b>	<b>54</b>	<b>50</b>	<b>48</b>
<b>Source:</b> Prepared by legislative auditor's staff using information self-reported by DentaQuest to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.							

MCNA							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
ACADIA	25						
ALLEN	8	2					
ASCENSION	146	11		1		6	1
ASSUMPTION							
AVOUELLES	12	1					
BEAUREGARD	11						
BIENVILLE	8						
BOSSIER	30	10					10
CADDO	78	12					12
CALCASIEU	50	6				1	
CALDWELL	3						
CAMERON							
CATAHOULA	2						
CLAIBORNE	11						
CONCORDIA	9						
DESOTO	3						
EAST BATON ROUGE	224	23	1	1	1	7	6
EAST CARROLL	1						
EAST FELICIANA	5						
EVANGELINE	11					1	
FRANKLIN	2						
GRANT	7						
IBERIA	13	5				1	2
IBERVILLE	8						
JACKSON							
JEFFERSON	247	17		1	1	8	6
JEFFERSON DAVIS	5					1	
LAFAYETTE	88	16				2	5
LAFOURCHE	120	3	1	1		5	1
LASALLE	2						
LINCOLN	17	5				2	1
LIVINGSTON	167	9		1		5	1
MADISON	3						
MOREHOUSE	4					2	
NATCHITOCHES	4	6					3
ORLEANS	222	19	2	3		9	8
OUACHITA	74	5				2	9

MCNA							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
PLAQUEMINES	1						
POINTE COUPEE	2						
RAPIDES	18	9	3				6
RED RIVER	3						
RICHLAND	7						
SABINE	5						
SAINT BERNARD	135	1		1		4	1
SAINT CHARLES	134	3		1		5	1
SAINT HELENA	1						
SAINT JAMES	5						
SAINT LANDRY	15						2
SAINT MARTIN	7						
SAINT MARY	9						
SAINT TAMMANY	186	11		1		7	3
SAINT JOHN THE BAPTIST	133			1		5	1
TANGIPAHOA	188	3	1	2		5	2
TENSAS	1						
TERREBONNE	114	4		1		4	2
UNION	9						
VERMILION	12	1					
VERNON	5						
WASHINGTON	139			1		4	1
WEBSTER	15	5					
WEST BATON ROUGE	80	2				2	
WEST CARROLL	2						
WEST FELICIANA	1						
WINN	6						
<b>STATEWIDE (unduplicated)</b>	<b>774</b>	<b>90</b>	<b>8</b>	<b>3</b>	<b>2</b>	<b>25</b>	<b>42</b>
<b>Total Parishes with 0 providers</b>	<b>3</b>	<b>39</b>	<b>59</b>	<b>51</b>	<b>62</b>	<b>42</b>	<b>42</b>
<b>Source:</b> Prepared by legislative auditor's staff using information self-reported by MCNA to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.							

## APPENDIX B: COMPLIANCE WITH DISTANCE REQUIREMENTS BY PLAN AND PARISH

The following are distance requirements by type of dentist listed in the contracts:

- One-way distance from the member's place of residence to primary dental services, which includes general dentists and pediatric dentists, shall not exceed 10 miles for urban areas and 30 miles for rural areas.
- One-way distance from the member's place of residence to specialty dental services, which includes endodontists, oral and maxillofacial surgeons, orthodontists, periodontists, and prosthodontists, shall not exceed 60 miles for at least 75% of members and 90 miles for 100% of enrollees.

DENTAQUEST*													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles
ACADIA	15,071		100.00%	100.00%	100.00%	64.36%	100.00%	100.00%	100.00%	79.12%	100.00%	84.86%	100.00%
ALLEN	3,556		100.00%	100.00%	100.00%	94.00%	100.00%	82.85%	100.00%	100.00%	100.00%	80.78%	100.00%
ASCENSION	17,991	99.99%		100.00%	100.00%	96.00%	100.00%	86.25%	100.00%	85.70%	100.00%	72.96%	100.00%
ASSUMPTION	3,106		100.00%	100.00%	100.00%	100.00%	100.00%	49.13%	100.00%	85.66%	100.00%	83.55%	100.00%
AVOYELLES	11,307		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	72.24%	100.00%	83.65%	100.00%
BEAUREGARD	4,657		100.00%	100.00%	100.00%	100.00%	100.00%	95.18%	100.00%	80.45%	100.00%	83.55%	100.00%
BIENVILLE	3,777		100.00%	100.00%	100.00%	58.45%	100.00%	90.02%	100.00%	86.78%	100.00%	83.55%	100.00%
BOSSIER	23,360	100.00%		100.00%	100.00%	100.00%	100.00%	49.82%	100.00%	74.49%	100.00%	90.70%	100.00%
CADDO	62,807	99.50%		100.00%	100.00%	100.00%	100.00%	82.13%	100.00%	85.76%	100.00%	82.55%	100.00%
CALCASIEU	31,633	98.86%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	39.15%	65.16%	90.21%	100.00%
CALDWELL	1,481		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	68.58%	85.60%	100.00%	100.00%
CAMERON	276	100.00%		23.51%	44.57%	100.00%	100.00%	100.00%	100.00%	68.18%	87.10%	90.39%	100.00%
CATAHOULA	1,359		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.78%	100.00%	90.29%	100.00%
CLAIBORNE	4,065		100.00%	0.00%	97.21%	58.41%	100.00%	100.00%	100.00%	86.94%	100.00%	100.00%	100.00%
CONCORDIA	4,603		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	87.58%	100.00%	60.50%	100.00%



DENTAQUEST*													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles
DESOTO	2,760	100.00%		38.07%	100.00%	100.00%	100.00%	100.00%	100.00%	46.86%	97.56%	100.00%	100.00%
EAST BATON ROUGE	88,969	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.78%	100.00%	100.00%	100.00%
EAST CARROLL	2,527		100.00%	0.00%	100.00%	100.00%	100.00%	82.53%	100.00%	0.00%	83.03%	42.36%	61.11%
EAST FELICIANA	4,668	100.00%		100.00%	100.00%	57.34%	100.00%	88.92%	100.00%	0.00%	99.32%	100.00%	100.00%
EVANGELINE	8,255		100.00%	100.00%	100.00%	54.67%	100.00%	100.00%	100.00%	0.00%	100.00%	100.00%	100.00%
FRANKLIN	5,015		100.00%	69.93%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	75.85%	100.00%
GRANT	4,510	100.00%		100.00%	100.00%	58.56%	100.00%	55.87%	100.00%	85.85%	100.00%	82.19%	100.00%
IBERIA	17,859		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	41.58%	85.73%	100.00%	100.00%
IBERVILLE	7,471	100.00%		100.00%	100.00%	100.00%	100.00%	102.23%	100.00%	83.60%	83.60%	43.08%	62.16%
JACKSON	2,845		100.00%	100.00%	100.00%	100.00%	100.00%	87.53%	100.00%	44.90%	100.00%	93.04%	100.00%
JEFFERSON	91,684	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.49%	93.82%	100.00%	100.00%
JEFFERSON DAVIS	4,955		100.00%	100.00%	100.00%	100.00%	100.00%	82.28%	100.00%	41.08%	59.78%	88.86%	100.00%
LAFAYETTE	47,247	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	73.86%	95.49%	90.18%	100.00%
LAFOURCHE	15,470	100.00%		100.00%	100.00%	100.00%	100.00%	48.88%	100.00%	73.36%	97.97%	90.31%	100.00%
LASALLE	1,524		100.00%	22.32%	100.00%	100.00%	100.00%	100.00%	100.00%	47.01%	100.00%	75.88%	100.00%
LINCOLN	10,399		100.00%	100.00%	100.00%	100.00%	100.00%	87.53%	100.00%	87.50%	100.00%	75.53%	100.00%
LIVINGSTON	26,330	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.83%	100.00%	82.85%	100.00%
MADISON	4,123		100.00%	0.00%	100.00%	98.30%	100.00%	85.13%	100.00%	87.23%	100.00%	88.99%	100.00%
MOREHOUSE	2,284		100.00%	41.65%	100.00%	100.00%	100.00%	52.47%	100.00%	73.15%	100.00%	49.55%	71.49%
NATCHITOCHES	7,966		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	87.54%	100.00%	88.98%	100.00%
ORLEANS	89,127	100.00%		100.00%	100.00%	57.06%	100.00%	48.80%	100.00%	41.37%	100.00%	100.00%	100.00%
OUACHITA	34,747	99.81%		100.00%	100.00%	100.00%	100.00%	89.06%	100.00%	85.86%	100.00%	89.32%	100.00%
PLAQUEMINES	4,559	69.30%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	98.80%	100.00%	48.76%	70.35%
POINTE COUPEE	4,391	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	20.50%	100.00%	100.00%	100.00%
RAPIDES	30,051	99.25%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	68.63%	100.00%	43.21%	62.35%
RED RIVER	2,262		100.00%	100.00%	100.00%	57.76%	100.00%	100.00%	100.00%	81.03%	100.00%	42.99%	62.02%
RICHLAND	5,356		100.00%	0.00%	90.04%	68.25%	100.00%	100.00%	100.00%	47.72%	100.00%	78.84%	100.00%
SABINE	4,255		100.00%	100.00%	100.00%	57.93%	100.00%	100.00%	100.00%	100.00%	100.00%	90.06%	100.00%
SAINT BERNARD	9,790	98.72%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.82%	100.00%	100.00%	100.00%
SAINT CHARLES	8,731	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	80.30%	100.00%	94.25%	100.00%

DENTAQUEST*													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles
SAINT HELENA	1,827	100.00%		100.00%	100.00%	65.25%	100.00%	60.28%	100.00%	41.15%	100.00%	42.53%	61.35%
SAINT JAMES	4,381	100.00%		100.00%	100.00%	95.43%	100.00%	100.00%	100.00%	85.66%	100.00%	40.58%	58.55%
SAINT LANDRY	23,494		100.00%	100.00%	100.00%	100.00%	100.00%	82.04%	100.00%	47.74%	100.00%	90.04%	100.00%
SAINT MARTIN	12,180	100.00%		100.00%	100.00%	100.00%	100.00%	57.09%	100.00%	33.20%	100.00%	89.21%	100.00%
SAINT MARY	15,451		100.00%	100.00%	100.00%	100.00%	100.00%	53.53%	100.00%	85.62%	100.00%	88.35%	100.00%
SAINT TAMMANY	46,194	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.94%	100.00%	90.03%	100.00%
ST JOHN THE BAPTIST	12,366	100.00%		100.00%	100.00%	57.86%	100.00%	61.71%	100.00%	84.23%	100.00%	90.21%	100.00%
TANGIPAHOA	28,057		100.00%	100.00%	100.00%	100.00%	100.00%	53.53%	100.00%	100.00%	100.00%	89.29%	100.00%
TENSAS	1,234		100.00%	0.00%	100.00%	58.25%	100.00%	93.81%	100.00%	0.00%	100.00%	100.00%	100.00%
TERREBONNE	29,261	99.68%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	41.96%	100.00%	88.94%	100.00%
UNION	4,235	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	83.96%	100.00%	90.38%	100.00%
VERMILION	8,920		100.00%	31.98%	98.63%	100.00%	100.00%	100.00%	100.00%	75.97%	100.00%	43.52%	62.78%
VERNON	8,402		100.00%	51.55%	100.00%	100.00%	100.00%	35.90%	100.00%	85.72%	100.00%	43.44%	62.68%
WASHINGTON	12,515		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	40.94%	100.00%	83.70%	100.00%
WEBSTER	11,609		100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	91.34%	68.58%	100.00%	90.13%	100.00%
WEST BATON ROUGE	5,000	100.00%		100.00%	100.00%	100.00%	100.00%	52.45%	100.00%	79.90%	100.00%	100.00%	100.00%
WEST CARROLL	1,767		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.78%	100.00%	90.21%	100.00%
WEST FELICIANA	1,087	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	54.40%	100.00%	89.02%	100.00%
WINN	3,270		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.76%	100.00%	0.00%	62.54%
Number not met		8	0	14	4	13	0	14	1	29	12	13	11
<p>* DentaQuest re-submitted a corrected report to LDH after LLA identified nine instances where the percent of members within 60 miles was greater than the percent of members within 90 miles, which should not occur. However, an issue with Iberville Parish having greater than 100% of its members within 60 miles was not corrected in the updated report.</p> <p><b>Source:</b> Prepared by legislative auditor's staff using information self-reported by DentaQuest to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.</p>													

MCNA													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles
ACADIA	14,513		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	0.00%	98.33%
ALLEN	5,724		99.97%	65.30%	99.97%	99.97%	99.97%	99.97%	99.97%	0.00%	0.00%	0.00%	0.00%
ASCENSION	19,846	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
ASSUMPTION	4,408		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
AVOYELLES	8,508		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	7.76%	100.00%	0.00%	97.61%
BEAUREGARD	9,656		100.00%	69.26%	100.00%	69.26%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
BIENVILLE	2,886		100.00%	0.00%	70.58%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
BOSSIER	17,708	88.01%		0.00%	0.00%	100.00%	100.00%	58.43%	100.00%	0.00%	0.00%	0.00%	0.00%
CADDO	45,659	99.07%		0.00%	0.00%	100.00%	100.00%	3.58%	100.00%	0.00%	0.00%	0.00%	0.00%
CALCASIEU	46,030	94.16%		0.00%	89.11%	5.08%	94.46%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
CALDWELL	3,492		99.89%	41.78%	99.89%	99.89%	99.89%	99.89%	99.89%	0.00%	0.00%	0.00%	0.00%
CAMERON	548	0.00%		0.00%	0.00%	1.09%	57.30%	99.82%	99.82%	0.00%	0.00%	0.00%	0.00%
CATAHOULA	3,432		100.00%	87.91%	100.00%	100.00%	100.00%	21.59%	100.00%	0.00%	78.03%	0.00%	0.06%
CLAIBORNE	1,876		100.00%	0.00%	0.00%	99.89%	100.00%	99.89%	100.00%	0.00%	0.00%	0.00%	0.00%
CONCORDIA	5,496		100.00%	65.03%	100.00%	99.82%	100.00%	5.55%	100.00%	0.00%	90.88%	0.00%	31.73%
DESOTO	8,357	80.85%		0.00%	51.65%	100.00%	100.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%
EAST BATON ROUGE	82,110	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
EAST CARROLL	1,517		100.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
EAST FELICIANA	3,075	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
EVANGELINE	7,842		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	0.00%	89.71%
FRANKLIN	6,128		99.76%	0.00%	99.76%	99.76%	99.76%	99.76%	99.76%	0.00%	0.02%	0.00%	0.02%
GRANT	3,984	59.74%		99.92%	99.92%	99.92%	99.92%	37.05%	99.92%	0.00%	0.00%	0.00%	0.00%
IBERIA	17,748		100.00%	99.98%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	99.98%	100.00%
IBERVILLE	6,502	96.99%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
JACKSON	2,843		98.77%	0.00%	99.26%	98.98%	99.58%	99.58%	99.58%	0.00%	0.81%	0.00%	0.00%
JEFFERSON	82,001	99.66%		99.90%	99.90%	99.90%	99.90%	99.96%	99.97%	99.90%	99.90%	99.90%	99.90%
JEFFERSON DAVIS	8,114		99.96%	7.52%	100.00%	100.00%	100.00%	100.00%	100.00%	0.04%	0.04%	0.00%	0.00%
LAFAYETTE	41,608	100.00%		35.56%	100.00%	100.00%	100.00%	100.00%	100.00%	93.76%	100.00%	26.88%	100.00%
LAFOURCHE	17,282	95.54%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
LASALLE	4,217		99.98%	99.98%	99.98%	99.98%	99.98%	87.03%	99.98%	0.00%	0.00%	0.00%	0.00%

MCNA													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles
LINCOLN	6,571		99.82%	0.00%	91.49%	99.89%	99.94%	99.89%	99.95%	0.08%	0.12%	0.00%	0.12%
LIVINGSTON	25,030	97.71%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
MADISON	2,168		99.26%	0.00%	0.00%	96.03%	99.26%	96.03%	99.26%	0.00%	0.00%	0.00%	0.00%
MOREHOUSE	11,672		100.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
NATCHITOCHES	8,750		100.00%	97.70%	100.00%	100.00%	100.00%	84.61%	100.00%	0.00%	0.00%	0.00%	0.00%
ORLEANS	81,443	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
OUACHITA	39,423	98.23%		0.00%	74.22%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
PLAQUEMINES	3,415	72.80%		98.42%	100.00%	98.42%	100.00%	98.42%	100.00%	98.42%	100.00%	80.64%	100.00%
POINTE COUPEE	4,024	99.43%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
RAPIDES	28,261	79.88%		100.00%	100.00%	100.00%	100.00%	99.58%	100.00%	0.00%	2.69%	0.00%	0.87%
RED RIVER	1,941		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
RICHLAND	5,483		99.93%	0.00%	72.52%	99.93%	99.93%	99.93%	99.93%	0.00%	0.00%	0.00%	0.00%
SABINE	5,787		100.00%	49.09%	100.00%	100.00%	100.00%	0.00%	99.97%	0.00%	0.00%	0.00%	0.00%
SAINT BERNARD	12,507	87.89%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINT CHARLES	7,471	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINT HELENA	1,775	86.42%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINT JAMES	3,874	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINT LANDRY	24,511		100.00%	92.80%	100.00%	100.00%	100.00%	100.00%	100.00%	77.47%	100.00%	17.18%	100.00%
SAINT MARTIN	9,561	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINT MARY	9,668		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	71.60%	100.00%
SAINT TAMMANY	34,388	99.76%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
ST JOHN THE BAPTIST	8,343	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TANGIPAHOA	38,274		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TENSAS	1,050		100.00%	0.00%	69.52%	70.00%	100.00%	70.00%	100.00%	0.00%	0.00%	0.00%	0.00%
TERREBONNE	19,868	90.47%		100.0%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
UNION	6,195	78.13%		0.00%	0.00%	99.98%	99.98%	99.98%	99.98%	0.00%	0.00%	0.00%	0.00%
VERMILION	14,987		100.00%	0.00%	79.96%	100.00%	100.00%	100.00%	100.00%	3.72%	74.74%	0.00%	74.71%
VERNON	7,524		99.99%	97.81%	99.99%	97.81%	99.99%	22.74%	99.99%	0.00%	0.00%	0.00%	0.00%
WASHINGTON	11,614		99.81%	99.81%	99.81%	99.81%	99.84%	99.81%	99.84%	99.81%	99.81%	46.91%	99.81%



MCNA													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles
WEBSTER	6,603		99.98%	0.00%	0.05%	99.98%	99.98%	99.98%	99.98%	0.00%	0.00%	0.00%	0.00%
WEST BATON ROUGE	5,160	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
WEST CARROLL	3,538		100.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
WEST FELICIANA	2,188	98.13%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
WINN	2,523		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
<b>Number Not Met</b>		<b>20</b>	<b>12</b>	<b>29</b>	<b>27</b>	<b>4</b>	<b>16</b>	<b>9</b>	<b>16</b>	<b>37</b>	<b>36</b>	<b>41</b>	<b>39</b>
<b>Source:</b> Prepared by legislative auditor's staff using information self-reported by MCNA to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.													

## APPENDIX C: CLAIMS PAID AND DENIED\* BY DBPM BY PROVIDER SPECIALTY

Provider Specialty	DentaQuest				MCNA			
	Denied	Paid	Total	% Denied	Denied	Paid	Total	% Denied
General Dentist	309,815	1,892,176	2,201,991	14.1%	169,577	2,317,451	2,487,028	6.8%
Pediatric Dentistry	63,993	857,175	921,168	6.9%	41,053	605,408	646,461	6.4%
Oral and Maxillofacial Surgeon	7,727	36,835	44,562	17.3%	4,454	30,900	35,354	12.6%
Issue/Blank**	20,769	0	20,769	100.0%	2,321	0	2,321	100.0%
Endodontist	835	8,009	8,844	9.4%	152	2,804	2,956	5.1%
Federally Qualified Health Center and Rural Health Center	7,154	2,718	9,872	72.5%	157	535	692	22.7%
Prescriber Only	86	7,370	7,456	1.2%	78	412	490	15.9%
Orthodontist	178	192	370	48.1%	108	322	430	25.1%
American Indian/Native Alaskan	388	113	501	77.4%	42	242	284	14.8%
Periodontist	256	131	387	66.1%	37	92	129	28.7%
Psychiatrist/Neurologist	9	6	15	60.0%	0	58	58	0.0%
<b>Total</b>	<b>411,210</b>	<b>2,804,725</b>	<b>3,215,935</b>	<b>12.8%</b>	<b>217,979</b>	<b>2,958,224</b>	<b>3,176,203</b>	<b>6.9%</b>
<p>* Represents the final payment status as of June 2023 and does not account for claims submitted and denied multiple times. Each claim is accounted for one time in this exhibit.</p> <p>** This means the provider type was not defined in the data. All of these instances were for denied claims.</p> <p><b>Source:</b> Prepared by legislative auditor's staff using Medicaid data from LDH.</p>								

## Agenda Item #6

Review and approval of an extension of a contract between the Louisiana Department of Health and DentaQuest USA Insurance Co., Inc., in accordance with the provisions of R.S. 39:1615(J)



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

February 7, 2023

Ms. Pamela Bartfay Rice, Esq.  
Assistant Director, Professional Contracts  
Office of State Procurement  
P. O. Box 94095  
Baton Rouge, Louisiana 70804-9095

Dear Ms. Rice:

The following contract amendment is being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes 39:1551 et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency – Louisiana Department of Health

Contractor – DentaQuest USA Insurance Company, Inc.

LaGov - 2000506234

Maximum Contract Amount: \$620,070,773.00

Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460; FY23: \$128,734,874; FY24: \$129,604,869.00; FY25: \$124,882,936.00; FY26: \$63,378,090.00

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call Brandon Bueche at (225) 384-0460.

Sincerely,

A handwritten signature in cursive script that reads "Ali Bagbey".

Ali Bagbey  
Medicaid Program Manager 1-B



Office of State Procurement  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 2, 2023

TO: Ms. Tara LeBlanc  
Louisiana Department of Health  
Medicaid Executive Director

FROM: Ms. Pamela Bartfay Rice, Esq., CPPO  
Assistant Director, Professional Contracts

RE: OSP Approval for JLCB  
LaGov PO/Contract # 2000506234/Amendment 1  
DentaQuest USA Insurance Company, Inc.

The above referenced amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the proposed term extension, in accordance with La. R.S. 39:1615(J), please return the **"Agency Memo to OSP After JLCB Approval,"** along with the stamped amendment from the JLCB.

**The amendment will not receive final approval by OSP until all required reviews are complete and it is submitted to OSP in LaGov, Proact, or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact Pam Rice at OSP.

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

(Regional/ Program/  
Facility) Medical Vendor Administration  
Bureau of Health Services Financing  
**AND**  
DentaQuest USA Insurance Company, Inc.  
Contractor Name

Amendment #: 8  
LAGOV#: 2000506234  
LDH #:  
Original Contract Amount \$355,700,072.00  
Original Contract Begin Date 01-01-2021  
Original Contract End Date 12-31-2023  
RFP Number: 3000013043

**AMENDMENT PROVISIONS**

**Change Contract From:** Current Maximum Amount: \$368,376,574.00 Current Contract Term: 1/1/2021 - 12/31/2023

CF-1  
11) Termination Date: 12/31/2023  
12) Maximum Contract Amount: \$368,376,574.00  
13) Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00; FY23: \$128,734,874.00; FY24:  
\$66,171,696.00

**Change Contract To:** If Changed, Maximum Amount: \$620,070,773.00 If Changed, Contract Term: 1/1/2021 - 12/31/2025

CF-1  
11) Termination Date: 12/31/2025  
12) Maximum Contract Amount: \$620,070,773.00  
13) Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00; FY23: \$128,734,874.00; FY24:  
\$129,604,869.00; FY25: \$124,882,936.00; FY26: \$63,378,090.00

**Justifications For Amendment:**

Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP.

In accordance with section 1.3 of the contract, LDH is extending the contract for twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2025.

This Amendment Becomes Effective: 12-31-2023

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

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

**CONTRACTOR**

DentaQuest USA Insurance Company, Inc.

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE	DATE
PRINT NAME <u>Brett Bostrack</u>	
CONTRACTOR TITLE <u>Senior Vice President</u>	

SIGNATURE	DATE
NAME <u>Tara A. LeBlanc</u>	
TITLE <u>Medicaid Executive Director</u>	
OFFICE <u>Louisiana Department of Health</u>	

PROGRAM SIGNATURE	DATE
NAME <u></u>	



## Vendor Profile Data

<b>Company Data</b>		
<b>Company Name / Full Name</b>	DENTALQUEST USA INSURANCE CO	
<b>Vendor ID</b>	310046175	
<b>Domicile / Physical Address</b>	Street Address	465 MEDFORD ST
	City	BOSTON
	State	MA
	Parish/County	
	Zip Code	02129
	Country	US
<b>Business Type</b>		C Corporation
<b>Publicly Traded</b>		No
<b>All applicable federal, state, and payroll taxes have been paid and are current</b>		No

<b>Leadership and Governance Data</b>	
<b>Owners</b>	DentaQuest, LLC: 100% owner of DentaQuest USA Insurance Company, Inc. DentaQuest Group, Inc.: 100% owner of DentaQuest, LLC Sun Life Financial Inc., ultimate parent Sun Life Assurance Company of Canada Sun Life (Bermuda) Finance No.2 LLC Sun Life Global Investments Inc. Sun Life 2007-1 Financing Corp. Sun Life (Luxembourg) Finance No. 2 SARL Sun Life (Luxembourg) Finance No. 1 SARL Sun Life Assurance Company of Canada - U.S. Operations Holdings, Inc. - 100% owner of DentaQuest Group, Inc.
<b>Board of Directors</b>	Brett Bostrack Robert Lynn Michele Blackwell Frank Scalise
<b>Corporate Officers</b>	Brett Bostrack, President Frank Scalise, Treasurer

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		0.00

DBE Certification	
MBE	<input type="checkbox"/>
MWBE	<input type="checkbox"/>
WWBE	<input type="checkbox"/>
WMBE or Other DBE	<input type="checkbox"/>

Agent and Lobbyist Information	
Cary Koch, Rodell Parsons	8440 Jefferson Highway Baton Rouge, LA 70809 USA
John Koch, Parsons Rodel	8440 Jefferson Highway Baton Rouge, LA 70809 USA

Last Review: 12/20/2022 08:36:12  
 By: Elise Cannestra

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

Date: 1/26/2023 Dept/Budget Unit/Program #: 09-306 / Prg 3061  
Dept/Agency/Program Name: DHH / Medical Vendor Payments / MVP PO/Contract/LaGOV#: 2000506234  
Agency/Program BA-22 #: 17 Agency/Program Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2022-2023 BA-22 Start/End Dates: 07/01/22 06/30/23  
(YYYY-YY) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:  
01/01/21 12/31/25  
(Start Date) (End Date)

DentaQuest USA Insurance Company, Inc. 310046175  
(Contractor/Vendor Name) (Contractor/Vendor No.)

In accordance with section 1.3 of the contract, LDH is exercising the option to extend the contract for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract Term. This amendment extends the contract through December 31, 2025, upon approval of the Joint Legislative Committee on the Budget (JLCB).

Contract Amendment (Yes/No): Yes Amendment Start/End Dates: 01/01/23 12/31/25  
(Start Date) (End Date)

Contract Cancellation (Yes/No): No Date of Cancellation: \_\_\_\_\_  
Amendment is to extend contract for an additional 24 months at the same rate and terms as initial contract term. The FY 23 budget was previously approved via BA-22 #15.  
This BA-22 is to extend contract through December 2025 due to amendment and does not indicate approval of funds for FY 24 & FY 25 at this time.  
(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$0.00	26.63%	\$165,124,846.85	26.63%
Interagency Transfers	\$0.00	0.00%	\$0.00	0.00%
Fees and Self Gen.	\$0.00	0.00%	\$0.00	0.00%
Statutory Dedication	\$0.00	0.00%	\$0.00	0.00%
Federal	\$0.00	73.37%	\$454,945,926.15	73.37%
TOTALS	\$0.00	100.00%	\$620,070,773.00	100.00%

\*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes  
If not, explain. \_\_\_\_\_

This information is to be provided at the Agency/Program Level	
Name of GL /Category:	Loc Aid - Medicaid Payments/Other Charges
GL/Category Number:	5610015
Amount Budgeted:	\$ 16,296,661,021.00
Amount Previously Obligated:	\$13,911,090,828.70
Amount this BA-22:	\$0.00
Balance:	\$2,385,570,192.30

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

Agy/Prg Contact: Gary Bennett Reviewed/Approved By: Damatia N Gipson  
Name: Gary Bennett Name: Damatia N Gipson  
Title: Medicaid Program Manager 1-A Title: Medicaid Program Manager  
Phone: 225-342-1692 Phone: 225-342-2755

**FOR AGENCY USE ONLY**

COST CENTER	FUND	G/L	ORDER #	GRANT#	WBS ELEMENT	AMOUNT
3061029701	3060000000	5610015		U3061000.2021	U306100001.306	\$56,689,544.00
3061029701	3060000000	5610015		U3061000.2122	U306100001.306	\$116,780,460.00
3061029701	3060000000	5610015		U3061000.2223	U306100001.306	\$34,282,096.95
3061029701	306000060E	5610015		U3061000.2223	U306100001.306	\$94,452,777.05
3061029701	3060000000	5610015		U3061000.2324	U306100001.306	\$129,604,869.00
3061029701	3060000000	5610015		U3061000.2425	U306100001.306	\$124,882,936.00
3061029701	3060000000	5610015		U3061000.2526	U306100001.306	\$63,378,090.00



## Agenda Item #7

Review and approval of  
an extension of a contract  
between the Louisiana  
Department of Health and  
MCNA Insurance Co.,  
d/b/a MCNA Dental Plan,  
in accordance with the  
provisions of R.S.  
39:1615(J)



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

February 7, 2023

Ms. Pamela Bartfay Rice, Esq.  
Assistant Director, Professional Contracts  
Office of State Procurement  
P. O. Box 94095  
Baton Rouge, Louisiana 70804-9095

Dear Ms. Rice:

The following contract amendment is being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes 39:1551 et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency – Louisiana Department of Health

Contractor – MCNA Insurance Company d/b/a MCNA Dental

LaGov - 2000506243

Maximum Contract Amount: \$620,792,433.00

Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00;  
FY23: \$128,734,874.00; FY24: \$129,886,328.00; FY25: \$125,174,943.00; FY26:  
\$63,526,284.00

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call Brandon Bueche at (225) 384-0460.

Sincerely,

A handwritten signature in black ink that reads "Ali Bagbey".

Ali Bagbey  
Medicaid Program Manager 1-B

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

(Regional/ Program/  
Facility) Medical Vendor Administration  
Bureau of Health Services Financing

**AND**

MCNA Insurance Company, d/b/a MCNA Dental  
Contractor Name

Amendment #: 8  
LAGOV#: 2000506243  
LDH #:  
Original Contract Amount \$355,700,072.00  
Original Contract Begin Date 01-01-2021  
Original Contract End Date 12-31-2023  
RFP Number: 3000013043

**AMENDMENT PROVISIONS**

**Change Contract From:** Current Maximum Amount: \$368,376,574.00 Current Contract Term : 1/1/2021 - 12/31/2023

CF-1  
11) Termination Date: 12/31/2023  
12) Maximum Contract Amount: \$368,376,574.00  
13) Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00; FY23: \$128,734,874.00; FY24: \$66,171,696.00

**Change Contract To:** If Changed, Maximum Amount: \$620,792,433.00 If Changed, Contract Term: 1/1/2021 - 12/31/2025

CF-1  
11) Termination Date: 12/31/2025  
12) Maximum Contract Amount: \$620,792,433.00  
13) Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00; FY23: \$128,734,874.00; FY24: \$129,886,328.00; FY25: \$125,174,943.00; FY26: \$63,526,284.00

**Justifications For Amendment:**

Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP.

In accordance with section 1.3 of the contract, LDH is extending the contract for twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2025.

This Amendment Becomes Effective: 12-31-2023

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

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

**CONTRACTOR**

MCNA Insurance Company, d/b/a MCNA Dental

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

<b>CONTRACTOR SIGNATURE</b>	<b>DATE</b>
PRINT NAME <u>Tom Wiffler</u>	
CONTRACTOR TITLE <u>CEO</u>	

<b>SIGNATURE</b>	<b>DATE</b>
NAME <u>Tara A. LeBlanc</u>	
TITLE <u>Medicaid Executive Director</u>	
OFFICE <u>Louisiana Department of Health</u>	

<b>PROGRAM SIGNATURE</b>	<b>DATE</b>
NAME <u></u>	

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Heather A. Lang, the undersigned, hereby certify as follows:

1. That I am an Assistant Secretary of MCNA Insurance Company, a Texas corporation (hereinafter the "Corporation").
2. That attached hereto as Attachment A is a true, correct and complete copy of the resolutions duly adopted by the Board of Directors of the Corporation by unanimous written consent dated January 12, 2023.
3. That the resolutions attached hereto have not been amended, repealed, or rescinded and remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of January 2023.



---

Heather A. Lang  
Assistant Secretary

## **ATTACHMENT A**

**WHEREAS**, the Louisiana Department of Health (the "LDH") has contracted with the Corporation to administer the dental benefits of its Medicaid and Children's Health Insurance ("CHIP") program enrollees commencing on January 1, 2021, and automatically renewing until December 31, 2025, unless terminated (the "Contract").

**WHEREAS**, the LDH desires to amend the Contract with the Corporation and is requiring the Corporation to adopt a resolution identifying the individuals authorized to execute the Contract as a precursor to entering into the contract amendment.

**IT IS THEREFORE, RESOLVED**, that the following individuals are hereby authorized to execute the Contract and any additional documents ancillary thereto, and to take such other actions as necessary to complete the contracting process with LDH:

Colleen H. Van Ham	Director and Chief Executive Officer
Mitchell R. Davis	Chief Financial Officer
Peter M. Gill	Treasurer
Michael C. Brody	Director and Secretary
Heather A. Lang	Assistant Secretary
Thomas P. Wiffler	Director

**BE IT FURTHER RESOLVED**, that any and all actions taken, done or performed in connection with the Contract and the authority granted by the foregoing resolution, as well as any and all actions, of any nature whatsoever, heretofore taken by any director, officer, employee, agent, attorney or other representative of the Corporation incidental to, contemplated by, arising out of or in connection with, or otherwise relating to, in any manner whatsoever, the subject of the foregoing resolution, are hereby approved, ratified and confirmed in all respects as the act and deed of the Corporation.





## Vendor Profile Data

<b>Company Data</b>		
<b>Company Name / Full Name</b>	MCNA INSURANCE COMPANY	
<b>Vendor ID</b>	310077367	
<b>Domicile / Physical Address</b>	<b>Street Address</b>	3100 SW 145th, Suite 200
	<b>City</b>	miramar
	<b>State</b>	FL
	<b>Parish/County</b>	
	<b>Zip Code</b>	33027
	<b>Country</b>	US
<b>Business Type</b>	C Corporation	
<b>Publicly Traded</b>	No	
<b>All applicable federal, state, and payroll taxes have been paid and are current</b>	Yes	

<b>Leadership and Governance Data</b>	
<b>Owners</b>	UnitedHealth Group
<b>Board of Directors</b>	Colleen Van Ham Michael Brody Thomas Wiffler Scott Flannery David Milich
<b>Corporate Officers</b>	Shannon LePage Dr. Linda Altenhoff Colleen Van Ham Michael Brody Peter Gill Heather Lang Nyle Cottingham Daniel Salama Mayre Thompson Dr. David McKeon

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	0.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	100.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		0.00

DBE Certification	
MBE	<input type="checkbox"/>
MWBE	<input type="checkbox"/>
WWBE	<input type="checkbox"/>
WMBE or Other DBE	<input type="checkbox"/>

Agent and Lobbyist Information	
Randy Hanie & Associates	1465 Ted Dunham Drive Baton Rouge, 70804 USA

Last Review: 12/16/2022 09:52:43  
By: Shannon LePage

# Agenda Item #8

Interpretation of  
legislative intent for  
appropriations contained  
in Act 397 of the 2023  
Regular Session of the  
Legislature, in accordance  
with the provisions of  
R.S. 24:653(E)

**§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 #9

Review and approval of  
Tax Increment Financing  
proposal to utilize 45% of  
the 4.45% state sales tax  
within the New Orleans  
BioDistrict within the city  
of New Orleans in  
accordance with the  
provisions of R.S.  
33:9038.34(A)

**JLCB AGENDA ITEM REQUEST: BioDistrict New Orleans TIF**

**Request dated May 10, 2023**

**For consideration at June 2, 2023 Joint Legislative Committee on the Budget meeting**

The attached packet of information is being submitted by Louisiana Economic Development (LED) on behalf of the BioDistrict New Orleans to request approval for Tax Increment Financing utilizing 2 pennies (or 45%) of future increments of the 4.45 pennies of state sales tax collections within the BioDistrict. Specifically, the request is for JLCB to approve the State to enter into a CEA with the New Orleans BioDistrict for said purpose.

The following items are included in this informational package:

- Letter from Louisiana Economic Development Secretary Don Pierson
- Letter from Louisiana Department of Revenue (LDR) Secretary Kevin Richard
- LDR's determination of the BioDistrict TIF base
- Economic impact analysis updated by Dr. James Richardson
- Draft CEA between the State of Louisiana and the BioDistrict New Orleans
- Ordinance adopted by the Council of the City of New Orleans, October 20, 2022

May 5, 2023

Representative Jerome Zeringue  
Chairman, Joint Legislative Committee on the Budget  
900 North Third Street  
Baton Rouge, Louisiana 70802

Re: Tax Increment Financing request for the New Orleans BioDistrict within the City of New Orleans

Dear Chairman Zeringue:

Louisiana Economic Development (LED) received the New Orleans BioDistrict request to dedicate to the district the incremental increases of 45% of the Annual State Increment of State sales tax collected within the boundaries of the district. The New Orleans BioDistrict is seeking to create a Bio-Innovation District and to make public infrastructure improvements and other investments, using a combination of private investment and the proceeds from the incremental increase of a portion of local and State sales taxes collected within the district.

Dr. James Richardson conducted an economic impact analysis that indicates that the proposed development within the New Orleans BioDistrict would result in an increase in collections of State sales taxes above the amount currently being collected. LED concurs with Dr. Richardson's determination that the activity resulting from private and public investments combined with additional commitments of public benefits within the district will benefit the State economically. In addition, under the tax increment financing proposal recommended by LED, requiring a term of no more than 20 years and a lifetime aggregate cap of \$25 million - the State would receive more funds from the increased State sales tax revenues than the district would receive from the proceeds of the dedicated State sales tax increment.

Please accept this letter as the written evaluation and determination of the Louisiana Department of Economic Development as required under La. R.S. 33:9038.34(A)(6).

Thank you for your assistance and attention to this request. Should you have any questions, please do not hesitate to contact me or LED Undersecretary, Anne Villa.

Sincerely,



Don Pierson, Secretary  
Louisiana Economic Development

**State of Louisiana**  
**Department of Revenue**

**JOHN BEL EDWARDS**  
Governor



**KEVIN J. RICHARD, CPA**  
Secretary

May 9, 2023

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: BioDistrict New Orleans Economic Development District

Dear Secretary Pierson,

I have reviewed your department's letter regarding the proposed dedication of incremental increases of forty-five percent (45%) of the Annual State Increment of State sales tax collected from taxpayers within the geographic area comprising the New Orleans Economic Development District.

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the district, as referred to in your letter. Please accept this letter as certification as to the correctness of your department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. R.S. 33:9038(A)(6). The Louisiana Department of Revenue's sales tax analysis of the BioDistrict New Orleans Economic Development District is enclosed for your reference.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin J. Richard", is written over a horizontal line.

Kevin J. Richard, CPA  
Secretary  
Louisiana Department of Revenue

*Contributing to a better quality of life.*

617 North Third Street, Post Office Box 66258, Baton Rouge, Louisiana 70896  
Telephone (225) 219-4059 • Fax (225) 219-2708 • TDD (225) 219-2114  
[www.revenue.louisiana.gov](http://www.revenue.louisiana.gov)



N.O. Biodistrict TIF State Base FYE June 30, 2021	
State Annual Base (Reported Gross Tax Due less V.C.) * Includes estimates for consolidated filers based on amounts reported on local sales tax returns.	\$11,716,431
Monthly State Base (Annual State Base divided by 12)	\$976,369
Cost Estimate FYE June 30, 2021	
Taxable Sales	\$263,290,580
TIF State Estimated Available Increment (4.45%)	\$11,716,431
TIF State Estimated Pledged Increment (45% of 4.45%)	\$5,272,394

Zip Code	Total City Revenue	Total City Taxes Paid	Total City Taxable Revenues
70019	\$0	\$0	\$0
70043	\$0	\$0	\$0
70112	\$5,607,298,585	\$16,646,198	\$1,219,751,914
70113	\$13,693,429,385	\$24,911,867	\$13,759,632,550
70115	\$5,687,838	\$3,820	\$5,688,841
70116	\$0	\$150	\$0
70117	\$197,804	\$5,310	\$197,804
70118	\$7,175,784,769	\$5,427,670	\$477,006,054
70119	\$663,320,341	\$2,842,066	\$165,970,413
70121	\$11,444,657	\$457,381	\$12,776,966
70122	\$19,791,517	\$26,893	\$14,579,882
70124	\$212,521	\$339	\$212,521
70125	\$3,313,495,624	\$2,373,315	\$3,132,341,059
70126	\$0	\$0	\$0
70127	\$0	\$0	\$0
70129	\$2,365,122	\$8,859	\$1,078,315
70130	\$4,757,308	\$153,706	\$4,820,112
70163	\$3,030,106	\$2,000	\$3,030,106
<b>Grand Total</b>	<b>\$30,500,815,577</b>	<b>\$52,859,574</b>	<b>\$18,797,086,538</b>

Total Gross Sales	Total Taxable Sales	Gross Tax Due	Net Tax Due
\$64,395,431	\$55,424,831	\$2,451,545	\$2,451,545
\$855,526,406	\$120,511,098	\$5,343,382	\$5,343,382
\$94,630	\$94,630	\$4,171	\$4,171
\$281,735,850	\$41,860,431	\$1,847,559	\$1,847,559
\$73,196,101	\$22,987,692	\$1,014,204	\$1,014,204
\$1,918,591	\$1,906,696	\$84,061	\$84,061
\$58,694,426	\$21,855,356	\$965,910	\$965,910
\$1,040,409	\$126,994	\$5,598	\$5,598
\$0	\$0	\$0	\$0
<b>\$1,336,601,844</b>	<b>\$264,767,728</b>	<b>\$11,716,431</b>	<b>\$11,716,431</b>

**N.O. Biodistrict TIF State Base****FYE June 30, 2021****TIF District****State Annual Base (Reported Gross Tax Due less V.C.)****\* Includes estimates for consolidated filers based on amounts reported on local sales tax returns.****\$11,716,431****Monthly State Base (Annual State Base divided by 12)****\$976,369**

### **Updating<sup>1</sup> the Report on the BioDistrict New Orleans, December 2022<sup>2</sup>**

Tax-increment financing (TIF) provides public dollars for projects in an area such as the BioDistrict New Orleans that will not be financed by private parties, but yet, are essential for private investments to be forthcoming and successful. In the BioDistrict New Orleans such projects might include the revitalization of the Duncan Plaza along with dealing with challenges from stormwater runoff and drainage, supporting affordable housing alternatives, developing regional transit infrastructure, supporting workforce development programs, and other such public services that are significant factors in the location of private investments. These are all public projects requiring funding by public bodies. A TIF is a useful vehicle to provide the funding over a period of time and to relate the funding to economic activity in the area and to send the message to private investors that these public projects have long-term and predictable support.

The sales tax for a specific geographic area of a municipality or a district currently produces a certain amount of revenue for the city, the state, and other public agencies. These sales tax revenues in BioDistrict New Orleans given its present condition is not expected to grow substantially if the district is not enhanced by new investments including public expenditures to enhance and upgrade the district. These proposed public expenditures (including capital projects and possibly several recurring items such as workforce development but with a long-term impact on the community) will be aimed at promoting and sustaining the success of the long-term development and growth of BioDistrict New Orleans.

Private investments will drive the economic success of BioDistrict New Orleans, but the public investments will be a necessary component to encourage the private investments. The long-term development of BioDistrict New Orleans is an important and significant factor in economic diversification in the New Orleans area. Developing and enhancing BioDistrict New Orleans should add to the continued development and growth of the healthcare industry in New Orleans as well as providing assistance to the tourist industry. Private investments are crucial, but private investments are dependent on the desirability of the area. This desirability is related to short and long-term public involvement—its ability to be an active participant in the development of the district. The TIF requested by BioDistrict New Orleans is to finance public investments in the area to attract, encourage, and maintain private investments.

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<sup>1</sup> Prepared by Dr. James A. Richardson, Professor Emeritus Louisiana State University.

<sup>2</sup> This report as of December 2022 is an update to several reports with the first report being completed in October 2019 and then updated in March 2021. Updates are to be expected with projects being considered over a five-to-ten-year time period. The basic premise has not changed but the actual sales tax collections and projected sales tax collections have changed as one would expect.

## ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS IN BIODISTRICT NEW ORLEANS

BioDistrict New Orleans has signed a Cooperative Endeavor Agreement (CEA) with the City of New Orleans effective as of November 1, 2022 and providing to the BioDistrict the “Annual City Increment” defined as 100% of the Annual City Increment or the amount of City Sales and Use Tax collected in the boundaries of the district in excess of Annual City Base but not to exceed 125% of the BioDistrict’s sales tax estimates as noted in Exhibit C of the CEA. The Annual City Base grows by 2% per year starting as of January 2023 with City sales tax collections being identified as \$11,155,153.48 based on actual collections as of 2021.

BioDistrict New Orleans is now seeking a similar CEA with the State of Louisiana to support the public investments that will encourage and support the private investments that are necessary to drive and diversify the New Orleans economy.

In this report we are providing additional and updated information regarding state sales tax collections in BioDistrict New Orleans.

- (1) a reworking of the state revenue estimates for BioDistrict New Orleans with and without the creation of BioDistrict New Orleans but now taking into account the state sales tax collections through fiscal year 2022 (July 2021 through June 2022) and the projected state sales tax collections as accepted by the Louisiana Revenue Estimating Conference as of December 15, 2022.
- (2) Updated estimates of sales tax collections to be generated in BioDistrict New Orleans if there is no public investment in the district and if there is public investment as proposed by BioDistrict New Orleans
- (3) a focus on the public investments to be supported by the TIF and the significance of these investments in attracting private investments as has occurred in other municipalities.

### State Sales Tax Revenues

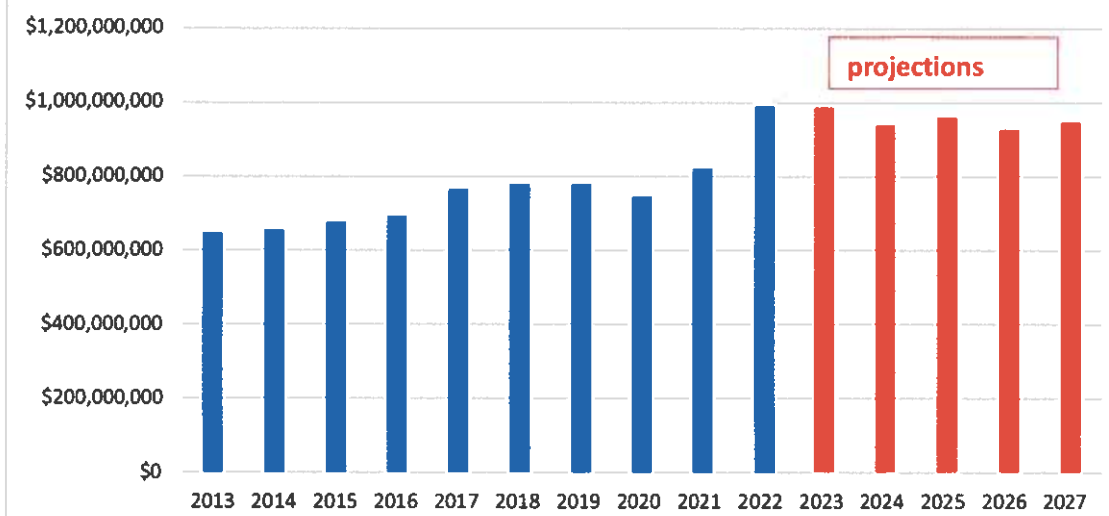
Actual and estimated state sales taxes collections per 1% sales tax rate from 2013 through 2027 are illustrated in Figure 1.<sup>3</sup> State sales taxes per 1% sales tax rate grew on average by 3.2% from 2013 through 2019. State sales tax collections per 1% sales tax rate declined in 2020 by over 4% with this related to the pandemic. In fiscal year 2021 and 2022 state sales tax collections per 1% tax rate grew by just over 10% in 2021 and just over 20% in 2022 with these high growth rates being related to a lower base given the 2020 downturn and the recovery from the 2020 downturn. State sales tax collections per 1% tax rate projections are based on the most recent estimates provided by the Louisiana Revenue Estimating Conference, with these projections suggesting that state sales tax collections will grow more slowly from 2023 through 2028.

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<sup>3</sup> We use sales tax collections per a 1% sales tax rate since the state’s sales tax rate has varied since 2013 from 4% to 5% and then back to 4.45%.

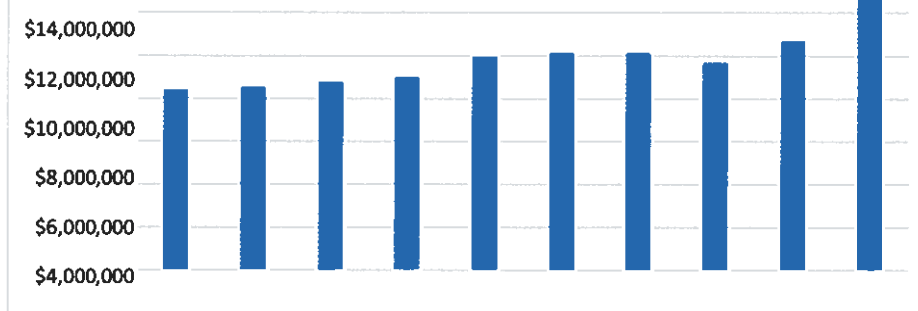


**Figure 1. State Sales Tax Collections per 1% rate, 2013-2027**  
(estimates from 2023 through 2027)



The estimated Bio-District New Orleans state sales tax collections from 2013 through 2022 are illustrated in Figure 2. From 2013 through 2021 the estimated sales tax revenues for zip codes 70112 and 70119 are steady with 2020 being an exception given the pandemic. Fiscal year 2022 stands out in terms of the level of estimated sales tax collections in the BioDistrict New Orleans—this reflects the higher inflation rates as well as other economic events.

**Figure 2. Estimated 2% State Taxes in  
BioDistrict Orleans**  
2013-2022\*



\*Based on state tax collections by New Orleans zip codes from 2014-2018 and economic conditions as reflected in overall state sales tax collections for 2019 through 2022.

## ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS IN BIODISTRICT NEW ORLEANS

Updated estimated sales tax revenues in BioDistrict New Orleans, given no changes in public policy regarding the BioDistrict and given changes in public policy with respect to BioDistrict New Orleans, are presented in Table 1. State sales tax revenues, given no structural changes in BioDistrict New Orleans are projected to grow at 2% per year based on the Federal Reserve System's inflation target.<sup>4</sup> The TIF and the investment of these dollars in appropriate public projects supporting BioDistrict New Orleans are identified as ingredients that generate activities and private investments in BioDistrict New Orleans and thereby generate additional sales tax revenues. Table 1 also includes limits contained in the New Orleans CEA regarding the maximum amount of sales tax dollars that would be submitted to BioDistrict New Orleans in each year from 2022 through 2039 regardless of the City sales tax collections.

The net new revenues related to the private and public investments in BioDistrict New Orleans are projected to grow modestly for the first several years and then much more substantially as of 2026 and beyond. This is not surprising. Indeed, it is exactly what a company expects in making a major investment. The net new income shows up once the investment has been completed. The contributions of the public investments will first have to encourage private investments. And, as the private investments come to the BioDistrict New Orleans, the additional state sales tax collections will be forthcoming. We must acknowledge and appreciate this is a long-term investment.

We also note that during the initial years in which investments are being made there will be substantial sales tax revenues related to the investment projects. The TIF estimates are based on recurring economic activities and not one-time investment/construction activities.

This TIF can be used supporting the redevelopment of Duncan Plaza with an emphasis on drainage issues, making public investments for workforce training, identifying affordable housing alternatives, supporting green infrastructure, improving public transit, creating a friendly environment for small business development and higher education as described in the Greater New Orleans Foundation's strategic plan for the district, and supporting medical research initiatives. TIF resources can also provide bond financing for capital projects necessary to improve the district or other ongoing activities that will be necessary at the beginning of the development of the district. These are projects that are tailored to the specific needs of this district, though, once the district is developed, it should provide positive economic returns throughout the city and the region.

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<sup>4</sup> "Inflation, Part 3: What is the Fed's Current Goal? Has the Fed Met its Inflation Mandate?", St. Louis Federal Reserve Bank, Posted September 9, 2022.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS  
IN BIODISTRICT NEW ORLEANS

**Table 1. Adjusted State Sales Tax Estimates for BioDistrict New Orleans Based on  
Most Current State Sales Tax Collections and Estimates**

State Fiscal Year Tax Receipts, 2%	Sales Tax Estimates in BioDistrict New Orleans Given No Major Public Investments	Sales Tax Estimates in BioDistrict New Orleans With Major Public Investments	Estimated State TIF Dollars used for Public Investments in District	TIF Limits as Included in New Orleans CEA*
2020	\$9,680,472	\$9,680,472	\$0	
2021	\$10,671,978	\$10,671,978	\$0	
2022	\$12,872,629	\$12,872,629	\$0	\$385,704
2023	\$12,808,360	\$12,808,360	\$0	\$1,137,477
2024	\$12,185,528	\$12,307,383	\$121,855	\$1,443,633
2025	\$12,453,416	\$12,922,753	\$469,337	\$1,124,145
2026	\$12,033,450	\$13,956,573	\$1,923,123	\$1,156,950
2027	\$12,307,750	\$15,073,099	\$2,765,349	\$1,301,737
2028	\$12,553,905	\$15,826,753	\$3,272,848	\$1,645,901
2029	\$12,804,983	\$16,618,091	\$3,813,108	\$2,012,856
2030	\$13,061,083	\$17,448,996	\$4,387,913	\$2,403,851
2031	\$13,322,304	\$18,321,446	\$4,999,141	\$2,820,204
2032	\$13,588,751	\$19,237,518	\$5,648,767	\$3,263,297
2033	\$13,860,526	\$20,199,394	\$6,338,868	\$3,734,587
2034	\$14,137,736	\$21,209,363	\$7,071,627	\$4,235,603
2035	\$14,420,491	\$22,269,832	\$7,849,341	\$4,767,957
2036	\$14,708,901	\$23,383,323	\$8,674,423	\$5,333,339
2037	\$15,003,079	\$24,552,489	\$9,549,411	\$5,933,530
2038	\$15,303,140	\$25,780,114	\$10,476,974	\$6,570,401
2039	\$15,609,203	\$27,069,119	\$11,459,916	\$7,245,919

\*TIF cannot exceed these limits even if growth in sales tax revenues in BioDistrict New Orleans would permit a larger TIF.

### Public Projects Used to Encourage Private Investment

The ultimate success of the creation of BioDistrict New Orleans is related to the private investments occurring in the District or possibly a major investment by the federal government. However, these private or federal investments are related to the desirability of BioDistrict New Orleans which depends on the investment of dollars in facilities, technology, and people. There are several projects that have been identified by a number of groups enhancing the desirability of the BioDistrict New Orleans.

RCLCO did a study for the Downtown Development District that highlighted the potential of the development of Duncan Plaza, a highly underutilized area in BioDistrict New Orleans.<sup>5</sup> The DDD study noted that Duncan Plaza included approximately 185 acres that included some investment but some of these investments were parking lots. The DDD study suggested a major payback to the city and state for making an investment in the area based on two major examples of properties in other cities that had grown substantially due to public involvement in their development:

- (1) Discovery Green in Houston, Texas—a relatively small acreage that was converted to a public park by resources from the City of Houston and a nonprofit organization. It is estimated that the park has been instrumental in encouraging over \$625 million of downtown development. Houston has been a relatively fast-growing city, but the Discovery Green Park took under-utilized property, converted it into park, and then encourage private investors to make use of available properties in the vicinity.
- (2) Washington Park in Cincinnati, Ohio—an eight-acre park just north of downtown Cincinnati that was largely underutilized as of 2007 but by 2012 had been expanded and revitalized. The Washington Park study area included about 195 acres in total with a good mix of land uses including multi-family apartments and commercial properties. Assessed values of properties near the park measure to be almost 50% higher than other properties in the area.

Other downtown development projects include (1) Kyle Warren Park in Dallas with commercial properties having rental rates grow between 32% and 64% in three years following the park's redevelopment and (2) Railroad Park in Birmingham, Alabama with about 134 properties in the vicinity of the park and having an increase in values by about 125% within 5 years.

The purpose of BioDistrict New Orleans is to enhance the development of New Orleans including downtown New Orleans and areas adjacent to downtown New Orleans that have been slow to rebound from Katrina. This is an opportune time given that 1532 Tulane Partners, Inc has been selected to redevelop the Charity Hospital Building which has been unused since Katrina and the initiation of the Opportunity Zone program in the *Tax Cuts and Job Act of 2017*. The focus of the proposed TIF is to provide funding on projects that are typically covered by public investments but which are vital to encouraging private investments to take place.

Planned investments in BioDistrict New Orleans include a redevelopment of a hotel, redevelopment of a site owned by the New Orleans Public Schools, development of apartments, improvements in the transit system, the redevelopment of Charity Hospital, and other possibilities including office space, residential alternatives, and other commercial

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<sup>5</sup> Marketing and Financial Feasibility Analysis, Duncan Plaza, New Orleans, Louisiana, May 29, 2018. The study was completed by RCLCO-Real Estate Advisors from the Downtown Development District.

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developments. These projects are in various stages of development. Initiating these investments establishes the opportunity for further investments. RCLCO in its study noted there were several underutilized properties in the area that will be BioDistrict New Orleans. The RCLCO study estimated that the Central area (from Poydras Street to Tulane Avenue and bounded by the interstate and Loyola Avenue) declined in value by about 1.8% from 2013 through 2018 for those properties that were not exempt. Other areas in and around the Central area increased in value for non-exempt properties with these changes in property values for non-exempt properties being illustrated in Table 2. The geographic location of these areas is noted in Map 1.<sup>6</sup>

**Table 2. Changes in Property Value, 2013-2018\***

Defined Area with Innovation District	Average Annual Overall Growth
<b>Central</b>	-1.6%
<b>East Loyola</b>	12.5%
<b>Superdome Area</b>	0.0%
<b>Canal Frontage</b>	4.0%
<b>South Market District</b>	1.8%
<b>Total</b>	4.0%

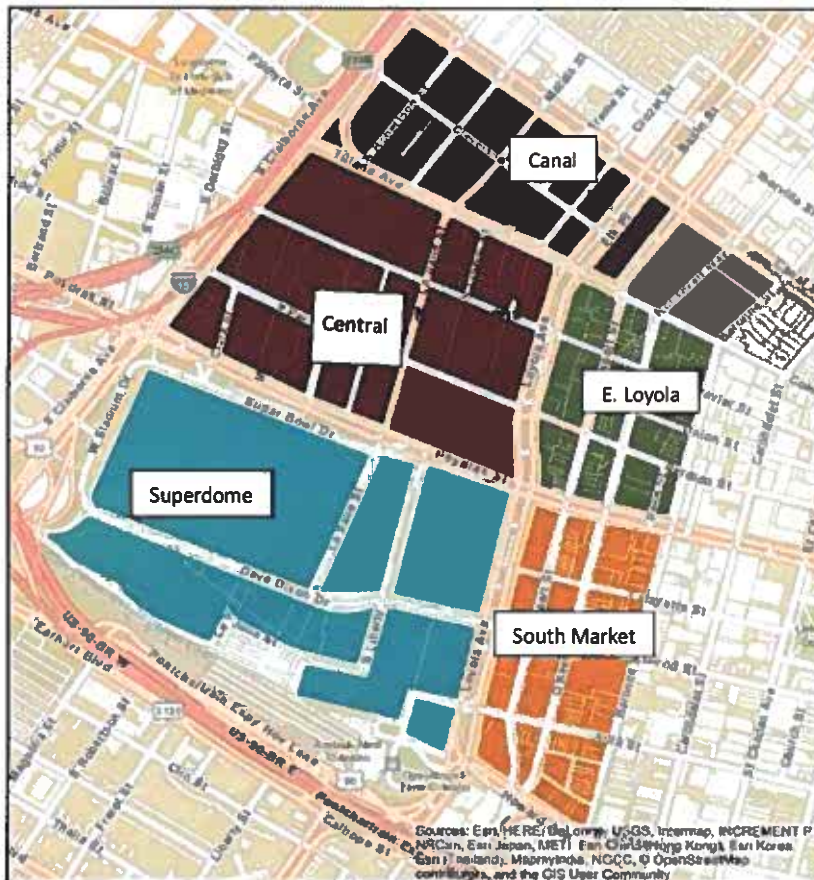
\*RCLCO Study for Downtown Development District, May 29, 2018, page 20. (developed by Axiometrics)

Duncan Plaza is in the geographic area identified as Central and this is the area in which there are a number of underutilized properties. This means that there are properties available for private investments if the overall environment is conducive to investment. This overall environment includes the public services available, infrastructure being in place, and an available work force.

<sup>6</sup> The Map does not represent BioDistrict New Orleans as it has developed over time, but this map illustrates significant areas in BioDistrict New Orleans for economic development. A map of BioDistrict New Orleans is presented in Appendix A.



**Map 1. Distinct Districts within the Study Area, 2018**



Source: Market Feasibility Analysis, Duncan Plaza, RCLCO, May 29, 2018. (for Downtown Development District)

### **Projected Impact of Investment in BioDistrict New Orleans**

The purpose of the TIF is to make public investment that will encourage private investment. As noted previously, as of 2018, private investment was potentially forthcoming in the district with some of these investments have taken place. Other major changes are being discussed regarding medical research facilities and the drive to create a NCI-Designated Cancer Center. Additional private investments will be encouraged by proposed spending on Duncan Plaza and stormwater management as well as other services such as workforce development. Any large investment will be spread over several years. In Table 3 we illustrate, as an example, the impact of private investment of \$500 million taking place over a five-year and a ten-year time period.

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If the investments are completed over a five-year time period, then this spending will support just over 1,400 jobs per year with personal earnings of \$62.3 million and state and local tax receipts of about \$8.7 million per year with \$4.7 million going to the state yearly and approximately \$4.0 million to local governments. If the investments are made over ten years, then the spending supports 735 jobs per year with earnings of \$31.2 million and state and local tax receipts of \$4.4 million per year with \$2.4 million going to the state and \$2.0 million going to local governments.

**Table 3. Economic Impact of Estimated Investment of \$500 million over 5 and 10 Years**

Investment over number of years	Estimated Direct Investment Spending per year	Economic Impact per year	Personal Earnings per year	Net New Jobs per year	State Receipts per year	Local tax Receipts per year
<b>5 years</b>	\$100,000,000	\$198,303,840	\$62,334,720	1,425	\$4,737,280	\$3,989,581
<b>10 Years</b>	\$50,000,000	\$99,151,920	\$31,167,360	735	\$2,369,677	\$1,993,753

There are announced investments and the purpose of the TIF is to ensure that these investments take place and to encourage additional investments as well. As noted in the RCLCO study for the Downtown Development District and the attention to having a NCI Cancer Research Center in New Orleans, there are opportunities for expanded investment opportunities, especially in the Central section of the district. These investments provide short-term economic impacts. But, once these investments are made, there will be recurring benefits that will go on if the business opportunities are available. The recurring benefits will be related to the industries that are attracted to BioDistrict New Orleans.

#### **Final Comments**

The BioDistrict is an area of New Orleans that can connect the business district, the entertainment district, the sports district, and the medical district together. It can provide a location for new industries to be initiated. The major investment in Charity Hospital which has been closed since Hurricane Katrina is a major step forward, but its success will depend on the overall activity in the area. The investment climate will be related to the availability of necessary public services. The TIF provides a line of revenues focused on this district. And, the investments and growth in BioDistrict New Orleans should not be taking activities from other areas of the city but should be expanding the business opportunities for the entire region.

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Appendix A. Map of BioDistrict New Orleans



COOPERATIVE ENDEAVOR AGREEMENT

Between

THE STATE OF LOUISIANA

and

THE BIODISTRICT NEW ORLEANS

Dated as of July 1, 2023

**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into and between the STATE OF LOUISIANA (the “**State**”), acting by and through the Secretary of the Department of Revenue, and the BioDistrict New Orleans, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and as more particularly described in La. R.S. 33:9039.61 et. seq., acting by and through its duly authorized representative (the “**District**” or the “**BioDistrict**”). The State and the BioDistrict may sometimes be referred to as “**Party**” or collectively as the “**Parties**.” The Agreement is effective as of July 1, 2023.

WITNESSETH:

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the “**Constitution**”) provides that for a public purpose, political subdivisions may engage in cooperative endeavors with private associations, corporations or individuals;

**WHEREAS**, economic development constitutes a public purpose for the expenditure of public funds as determined by the Louisiana State Legislature under various provisions of law, including but not limited to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (the “**Cooperative Economic Development Law**”), as amended;

**WHEREAS**, the Cooperative Economic Development Law authorizes the participation by the parties hereto in economic development activities, including the expenditure of public funds under certain circumstances;

**WHEREAS**, the BioDistrict was established to advance biomedical research and job creation in the area that includes the old Charity Hospital downtown, the new University Medical Center, the new Veterans Administration Hospital, Xavier University, Delgado Community



College's School of Nursing, LSU Medical School and Health Sciences Center, Tulane University Medical School and School of Public Health and Tropical Medicine, the Louisiana Cancer Research Center, and the New Orleans Bioinnovation Center, among other health care and bioscience assets in New Orleans and has statutory authorities as defined in La. R.S. 33:9039.61 et seq.;

**WHEREAS**, the BioDistrict is governed by a 15-member board composed of appointees of the Governor of Louisiana, the Mayor of New Orleans, senators and representatives whose districts include the BioDistrict, as well as leadership from LSU Health Sciences Center, Tulane University, Xavier University of Louisiana, and Delgado Community College;

**WHEREAS**, following public meetings and conversations with concerned neighborhood leaders in Mid-City and Gert Town in early 2022, the BioDistrict requested legislative changes to limit its authorities and narrow its boundaries, including removing the BioDistrict's authority to utilize eminent domain or expropriation and removing residential neighborhoods from the BioDistrict's boundaries;

**WHEREAS**, these proposed legislative changes were contained in HB 797 and introduced and enacted into law as Act 354 of the 2022 Regular Session of the Louisiana Legislature;

**WHEREAS**, the New Orleans Business Alliance serves as the administrator of the BioDistrict, including providing support and administration on governance, compliance, financial transactions, and record keeping for the BioDistrict;

**WHEREAS**, pursuant to a request from LSU Foundation and LSU School of Medicine who were advancing plans for the adaptive reuse of Charity Hospital, the Greater New Orleans Foundation led a comprehensive strategic planning process for the neighborhood surrounding Charity Hospital, which included three community meetings and the surveying of hundreds of residents and culminated with the release in September of 2018 of a report calling for the creation of a robust, job creating, and equitable innovation district;

**WHEREAS**, the Greater New Orleans Foundation's strategic plan calls for improving the area by creating good jobs that pay family-sustaining wages, advancing health care and research, fostering equitable economic development, increasing affordable housing, improving transportation, expanding services for the unhoused, promoting environmental sustainability through green infrastructure and park spaces, and providing opportunities for existing local and disadvantaged businesses;

**WHEREAS**, Governor John Bel Edwards has designated much of the BioDistrict as a federal Opportunity Zone, providing federal tax advantages to investors to spur additional development;

**WHEREAS**, GNO Inc., at the request of the Greater New Orleans Foundation, created a prospectus for the BioDistrict to highlight current assets within the area, including upcoming development projects and financial investments to promote additional investment within the area;



**WHEREAS**, the BioDistrict is a leading member of a consortium that was awarded \$500,000 in December 2021, as one of sixty Build Back Better Regional Challenge Grants from the Department of Commerce's Economic Development Administration for the Gulf Coast Health Sciences Corridor;

**WHEREAS**, the State has been requested by the BioDistrict to undertake the cooperative endeavors herein provided in this Agreement in order to make it economically feasible for the BioDistrict to undertake projects which may include but not be limited to land acquisition (except land acquisition done by expropriation or the acquisition of any parcel that is zoned with a low-density residential zoning category), design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particular identified in R.S. 33:9039.72 of the Louisiana Revised Statutes (the "**Project**");

**WHEREAS**, such enhancement of bioscience and health products would result in significant economic benefits to the State, including construction jobs, increased permanent employment, increases to the tax base for *ad valorem* taxation, and significant increases in sales and use tax collections as well as helping to mitigate the condition of unemployment or underemployment in the surrounding geographical area and other ancillary financial and economic development benefits such as health science research;

**WHEREAS**, the Project is more fully described in **Exhibit A** hereto and is expected to include research, administration, and development costs to be paid by the BioDistrict;

**WHEREAS**, the Project will provide further intangible benefits to the State and the surrounding areas in addition to those enumerated herein;

**WHEREAS**, in order to enable the BioDistrict to proceed with the Project, the State has agreed to dedicate the proceeds of the Monthly Pledged State Increment to the BioDistrict, providing infrastructure assistance and payment to the BioDistrict for the Project, as defined herein, subject to the terms and conditions set forth herein below in this Agreement;

**WHEREAS**, the State and the BioDistrict desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution and the Cooperative Economic Development Law, all for the purpose of enabling the BioDistrict to commence and continue the Project; and

**WHEREAS**, the City of New Orleans and the BioDistrict entered into a cooperative endeavor agreement (the "Local Cooperative Endeavor Agreement") effective November 1, 2022 and ending October 30, 2039 pursuant to which the City of New Orleans has pledged to transfer a maximum of \$70.65 million in incremental increases in its undedicated sales taxes collected within the boundaries of the BioDistrict (the "City Tax Revenues") to support economic development projects within the BioDistrict.

**NOW, THEREFORE**, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the State and the BioDistrict hereby covenant and agree with each other as follows:

I.  
DEFINITIONS

1. **Definitions.** The following terms shall, for purposes of this Agreement, have the following meanings:

**“Act”** shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, comprised of La. R.S. 33:9020 through 9039, inclusive, and other constitutional and statutory authority.

**“Agreement”** shall mean this Cooperative Endeavor Agreement dated as of July 1, 2023, by and between the BioDistrict and the State, and any amendments or modifications hereto.

**“Annual State Base”** shall mean Eleven Million Seven Hundred Sixteen Thousand Four Hundred and Thirty One Dollars (\$11,716,431.00), which is the amount of State Sales and Use Tax collected from taxpayers during the 2021 Fiscal Year (July 1, 2020 thru June 30, 2021) within the geographic area comprising the BioDistrict.

**“Annual State Increment”** shall mean the amount by which the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Fiscal Year during the Term exceeds the Annual State Base.

**“Annual Pledged State Increment”** shall mean a sum equal to forty-five percent (45%) of the Annual State Increment collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Year during the Term and shall not exceed the BioDistrict’s pledged city sales tax increments under the Local Cooperative Endeavor Agreement for each annual year of collection commencing in Fiscal Year 2024; and in no event shall the State sum exceed twenty-five million dollars (\$25,000,000) in the aggregate.

**“Business Day”** shall mean any day that is not (a) Saturday or Sunday or (b) a legal holiday or a day on which banking institutions are authorized by law to close in the State of Louisiana.

**“City”** shall mean City of New Orleans, Louisiana.

**“Collection Start Date”** shall mean July 1, 2023.

**“Department”** shall mean the Louisiana Department of Revenue, the State Sales and Use Tax collection agent of the State.

**“District”** or **“BioDistrict”** shall mean that certain economic development district established in La. R.S. 33:9039.61 et. seq. as enacted by Act 354 of the 2022 Regular Session of the Louisiana Legislature, within the boundaries set forth in La. R.S. 33:9039.62 and **Exhibit B**.

**“Depository Bank”** shall mean the bank into which the Treasurer deposits State Sales and Use Tax receipts.

**“Fiscal Year”** shall mean the twelve-month period beginning July 1 of each year and ending June 30 of the following calendar year.

**“Louisiana Economic Development”** or **“LED”** shall mean the Louisiana Department of Economic Development.

**“Month”** shall mean a calendar month.

**“Monthly State Base”** shall mean the Annual State Base divided by twelve (12).

**“Monthly State Collection”** shall mean the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Month during the Term.

**“Monthly Pledged State Increment”** shall mean with respect to any month, the portion of the Annual Pledged State Increment collected and attributable to such month, such that the sum of the Monthly Pledged State Increments for any year equals the Annual Pledged State Increment for such year.

**“Monthly State Increment”** shall mean the amount by which the Monthly State Collection exceeds the Monthly State Base.

**“Paying Agent/Trustee”** shall mean the bank possessing trust powers, if any, which shall be appointed by the BioDistrict to receive the tax increments, described herein.

**“Project”** shall mean the project as contemplated and described in **Exhibit A**.

**“Public Improvements”** shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the BioDistrict and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the BioDistrict, and (iii) the general public infrastructure improvements in the BioDistrict, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

**“State”** shall mean the State of Louisiana.

**“State Sales and Use Tax”** shall mean the aggregate of sales and use taxes levied and collected by the state as a result of the sales and use taxes levied under La. R.S. 47:302 at the rate of 2%, La. R.S. 47:321 at the rate of 1%, La. R.S. 47:321.1 at a rate of .45% and La. R.S. 47:331 at a rate of .97%; sales and use tax shall not mean or include the .03% sales tax

levied under La. R.S. 51:1286 by the Louisiana Tourism Promotion District, any dedicated hotel motel sales tax or rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development.

**“State Treasurer” or “Treasurer’s Office”** shall mean the Louisiana Department of the Treasury.

**“Term”** shall mean the term of this Agreement as set forth in Article 5 hereto.

**“Year”** shall mean any consecutive twelve (12) month period.

2. **Use of Defined Terms.** Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement entered into or furnished in connection with this Agreement.

## II. STATE’S REPRESENTATIONS

1. **Authority of State.** The State, through the Department, is granted the authority, pursuant to the Act, as amended, with the approval of the Joint Legislative Committee on the Budget and approval of the Louisiana State Bond Commission and other constitutional and/or statutory authority necessary to enter into this Agreement.

2. **Scope of Authorized Agreement.** The Act authorizes the State to enter into cooperative endeavor agreements with local government subdivisions and economic development districts that may provide for the use of State Sales and Use Tax receipts for economic development projects, such as the Project, after approval of the Joint Legislative Committee on the Budget. Pursuant to the Act, Joint Legislative Committee on the Budget approval has been received by the BioDistrict on Month XX, 20XX and the minutes of the meeting at which such approval was received are attached hereto as **Exhibit C.**

3. **Collections.** Unless otherwise specified hereby, the Department hereby represents that current law and the current internal collection processes and systems are adequate for the purpose of collecting, classifying, reconciling, calculating, dedicating and remitting of the Annual State Increment on a quarterly basis, provided that such systems may be changed by the Department as they pertain to their respective collection processes relative to this Agreement, after providing notice to the BioDistrict of such change.

4. **Ownership of Pledged State Increment.** The State hereby acknowledges and agrees that (a) the Annual Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the BioDistrict, and (b) pending classification as Pledged State Increment, such funds are not part of the State Treasury although collected by the State and held pending disbursement to the BioDistrict.

III.  
BIODISTRICT'S REPRESENTATIONS

1. BioDistrict Authority. The BioDistrict has all requisite power to enter into this Agreement pursuant to the Act and there are no contracts or outstanding debts or other obligations in conflict herewith.
2. Scope of Project. The Project is within the scope of the Act and the BioDistrict will use the Annual Pledged State Increment solely to pay for the costs of the Project in order to induce economic development within the boundaries of the BioDistrict.
3. Project Necessity. The Project is necessary to promote economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in La. R.S. 33:9039.72, within the City of New Orleans; and the BioDistrict will proceed with diligence to pursue the Project.
4. Public Purpose. The BioDistrict represents that the expenditure of public funds as determined by the Louisiana State Legislature, under various provisions of law, including but not limited to the Act, shall be for the public purpose of the Project and related public purposes, and that the BioDistrict and its activities will create public benefit of equal or greater value to the investment made by the State through this Agreement.
5. Validity of BioDistrict Obligation. This Agreement constitutes a valid and legally binding obligation of the BioDistrict. The BioDistrict has taken or caused to be taken all necessary and proper action to authorize the execution, issuance and delivery of and the performance of its obligations under the Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.
6. No Suits. Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the BioDistrict before any court, arbitrator, or administrative or governmental body, or operations of the BioDistrict or that might adversely affect the ability of the BioDistrict to comply with its obligations hereunder or in connection with the transactions contemplated hereby.
7. Accuracy of Statements. No misleading, false or erroneous information has been provided by the BioDistrict to the State in this Agreement, or on any other document or certificate with respect to this Project. There is no fact or circumstance known by the BioDistrict that negatively affects or so far as the BioDistrict can reasonably foresee, will materially adversely affect the condition of the BioDistrict or its ability to perform its obligations hereunder including the issuance and payment of any Bonds issued pursuant to the Act or other constitutional or statutory authority.



IV.  
COOPERATIVE ENDEAVOR OBLIGATIONS

1. Department Agency. The Department hereby agrees to act as agent of the BioDistrict on and after July 1, 2023 for the sole purpose of collecting the Monthly Pledged State Increment. Such agency shall continue for the Term of this Agreement or until the State's contribution has reached the maximum as set forth in the Agreement, or as otherwise provided by amendment or addendum to this Agreement. The Department hereby further agrees that it shall additionally take all reasonable enforcement procedures it is authorized by law to take in connection with the collection of the Monthly Pledged State Increment.

2. Transfer of Funds.

a. It is understood that the Monthly Pledged State Increment collected by the Department is the property of the BioDistrict and thus the payment thereof to the BioDistrict does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of the Department during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank, along with other state tax receipts. The Department shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the BioDistrict for deposit and the date for such transfer, which shall be no later than the thirtieth (30<sup>th</sup>) day of the third month of each calendar quarter for the transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter the Department will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the BioDistrict.

b. The BioDistrict shall furnish to the Department a list of all businesses located within the BioDistrict when requested by the Department.

c. The BioDistrict shall furnish or cause to be furnished to the Department with the amount of the BioDistrict's pledged city sales tax increments owed to the BioDistrict under the Local Cooperative Endeavor Agreement for the prior calendar quarter no later than the 20<sup>th</sup> day of the second month of each calendar quarter in order for the State to calculate the Monthly Pledged State Increment.

d. The expenditure of the Annual Pledged State Increment shall be dedicated to the public purpose of the BioDistrict pursuant to R.S. 33:9039.62 *et seq.*

3. Calculations. The Department and the BioDistrict hereby agree that the Monthly State Increment shall be calculated at least quarterly for each month during the term of this Agreement. Such calculations shall be made by the Department. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon the request of any party hereto. Collections of sales and use tax by the Department shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment regardless of which sales and use taxes are deemed due and owing; provided that collections of sales and use taxes paid under protest shall be set aside in accordance with the

Department's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judgment is made by a court of competent jurisdiction that such sales and use tax have been legally collected.

If it is determined that a shortage or overage exists in the amount collected and transferred, for any period, compared to the amount actually due, for whatever reason, the Department shall direct an adjustment in the Monthly Pledged State Increment, as the case may be, paid to the BioDistrict in order that the shortfall or over collection of revenues due to the BioDistrict for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment; provided that the Department shall not be obligated to use any funds for adjustments other than from State Sales and Use Tax collected from within the BioDistrict boundaries.

4. Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Collection Start Date. The Department shall direct the Treasurer's Office and the Depository Bank to pay over all Monthly Pledged State Increment collected from the Collection Start Date to the BioDistrict.

5. Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the Department is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of State Sales and Use Tax in the BioDistrict in the same manner as State Sales and Use Taxes are currently being collected or authorized to be cancelled as of the Collection Date.

6. Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of all Parties hereto.

7. LDR Collection Fees. The Department is hereby authorized and directed to withhold from the Sales and Use Tax collected by the Department within the geographical boundaries of the BioDistrict, as compensation for the performance of the Department's obligations hereunder, an amount equal to three (3%) of such Sales and Use Tax.

8. Reports to Louisiana Economic Development. The BioDistrict shall provide the following:

- a. Budget. The BioDistrict shall annually submit a budget presentation for all funds transferred under this Agreement, including annual goals, deliverables, and performance measures for the Project, and which budget shall be in strict accordance with all of the applicable provisions set forth in the Agreement, to the Secretary of Louisiana Economic Development. The initial budget presentation shall be submitted with a cover letter by no later than sixty days after this Agreement has been signed and by November 1 of each calendar year of this Agreement for all subsequent years. The budget shall become effective upon written approval of the Secretary of Louisiana Economic Development. Until the initial budget is approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict. Should a fiscal year end before a subsequent budget for the BioDistrict for the

succeeding year has been approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict until the budget for the new year has been approved, except that amounts to cover all debt service obligations for BioDistrict projects previously approved by the State Bond Commission shall not be withheld. The BioDistrict shall not be entitled to collect interest on any withheld payments from the State as a result of the Secretary of Louisiana Economic Development exercising its authority to withhold approval of the BioDistrict's budget.

- b. Plan. The BioDistrict shall update its strategic master plan for the BioDistrict within twelve months of the execution of this Agreement, and such a plan shall be submitted to the Secretary of Louisiana Economic Development for review and comment. The BioDistrict will update the plan as necessary, and at a minimum of every five years during the Term of this Agreement, with each update being submitted to the Secretary of Louisiana Economic Development for review and comment.
- c. Annual Report. Not later than November 1 of each year, beginning one year after the commencement of this agreement, the BioDistrict shall annually submit a report to the Secretary of Louisiana Economic Development that details its expenditures of the Annual Pledged State Increment and its performance relative to the goals and deliverables specified in its approved budget and master plan. The report should detail all projects undertaken and their current status and impacts, as well as the BioDistrict's challenges, strategies, and future plans.

## V. TERM

- 1. Term of this Agreement. This Agreement shall be effective as of July 1, 2023, and shall extend for a term of seventeen (17) years through June 30, 2040.

## VI. EVENTS OF DEFAULT

- 1. Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

- (a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or
- (b) Any party hereunder shall fail to observe or perform any other obligation required hereunder.

If such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

2. Remedies. Upon a default under Article VI, Section 1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

VII.  
MISCELLANEOUS

1. Audit. The Legislative Auditor of the State may audit any and all books and records of the BioDistrict related to the Department and this Agreement, and the BioDistrict shall make available such books and records and expenses to the Legislative Auditor for such audit.

2. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO THE BIODISTRICT:

BioDistrict New Orleans  
c/o New Orleans Business Alliance  
1250 Poydras St., Suite 2150  
New Orleans, LA 70113

With copy to:

Andrew Kopplin, Chair (or his successors)  
c/o New Orleans Business Alliance  
1250 Poydras Street, Suite 2150  
New Orleans, LA 70113

TO THE DEPARTMENT:

Attention: Director, Policy Services Division  
P.O. Box 44098  
Baton Rouge, Louisiana 70804

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each Party at such other addresses or numbers as shall be designated by such Party in a written notice to the other Party.

3. Further Assurances. From time to time hereafter, the BioDistrict and the Department shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

4. Venue. Any suit brought by any Party hereto arising out of or by reason of this Agreement shall be brought in the Orleans Civil District Court, Orleans Parish, State of Louisiana, or such federal court as may have jurisdiction over any matter. However, if any suit is brought by or against the State, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

5. Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the BioDistrict or the Department in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

7. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

8. Taxes. The BioDistrict hereby agrees that the responsibility for payment of taxes from the funds, if any, thus received under this Agreement and/or legislative appropriation shall be the BioDistrict's obligation.

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

10. Nonassignability. The BioDistrict shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the BioDistrict from assigning its bank, trust company, or other financial institution any money due or to become due from this Agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.



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

The BioDistrict agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. In particular,

- a. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the BioDistrict (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the BioDistrict's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- b. **Non-Discrimination.** In the performance of this Agreement, the BioDistrict will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS or HIV status against (1) any employee of the State of Louisiana working with the BioDistrict in any of BioDistrict's operations or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the BioDistrict. The BioDistrict agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- c. **Incorporation into Subcontracts.** The BioDistrict will incorporate the terms and conditions of this Section into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

Any act of discrimination committed by the BioDistrict, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

12. **Public Notice of Meetings.** The BioDistrict shall follow all state laws with regard to providing public notice of its meetings.

13. Records Retention. The BioDistrict shall follow all state laws with regard to records retention, and shall require its contractors and subcontractors, grantees and subgrantees to maintain all financial records for a period of four years after the final payment is made by the BioDistrict.

14. Constitutional Prohibitions on Donations of Property. The BioDistrict shall comply with Article VII, Section 14(A) of the Louisiana Constitution prohibiting the donation of public funds.

15. Issuance of Bonds or Debt Instruments. The BioDistrict must secure approval from the State Bond Commission before issuing any bonds or debt instruments whose debt service and interest shall be paid by any revenues provided by the State as a result of this Agreement. The State shall not be responsible for contributing revenues provided by the State as a result of this Agreement for any BioDistrict project that has not received approval by the State Bond Commission in advance of the bonds or debt instruments being issued.

16. Louisiana Code of Governmental Ethics. All BioDistrict Board of Commissioners members and staff shall comply with the Louisiana Code of Governmental Ethics.

17. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

18. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

19. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

20. Authority of the State of Louisiana. Consistent with provisions of La. R.S. 33:9039.63, nothing in this Agreement shall affect the authority of the State of Louisiana, the medical institutions or the educational institutions within the BioDistrict, or any other political subdivision.

Exhibits. The following exhibits will be and are incorporated into this Agreement:

Exhibit A – The Project

Exhibit B – The BioDistrict Boundaries

Exhibit C – Joint Legislative Committee on the Budget Approval

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Thus done and signed this \_\_\_\_ day of \_\_\_\_\_, 2023 at Baton Rouge and New Orleans, Louisiana.

BIODISTRICT NEW ORLEANS

\_\_\_\_\_  
By:  
Its: Chairman

STATE OF LOUISIANA, ACTING BY AND  
THROUGH THE DEPARTMENT OF  
REVENUE

\_\_\_\_\_  
By: Kevin Richard  
Its: Secretary, Department of Revenue

**Exhibit A  
The Project**

The Project shall include the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including Public Improvements, consistent with BioDistrict's broader objectives as outlined below:

A.(1) The district may undertake a project which may include but not be limited to land acquisition, design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto. The district may establish projects for bioscience and health products, including projects related to:

(a) Research and development.

(b) Invention and discovery.

(c) Commercialization.

(d) Production and manufacturing of goods and products, including facilities for manufacturing.

(e) Development of production process and delivery system purposes in, involved in, based on, or related to, or intended to advance the state of knowledge, skill, and understanding of, the biosciences, including:

(i) Wet laboratories.

(ii) Clean rooms.

(iii) Dry laboratories.

(iv) Research and development facilities.

(v) Genetics facilities and equipment.

(vi) Pharmaceutical facilities and equipment.

(vii) Biotechnology incubators.

(viii) Bioscience and biotech health care facilities.

(ix) Biotech facilities.

(x) Bioscience facilities.

(xi) Other similar projects.

(2) Bioscience education, including health or biotech education programs in cooperation with affiliate institutions of higher education;

(3) Access to public safety facilities and equipment;

(4) Streets and roads;

(5) Drainage services;

(6) Wastewater services;

(7) Potable water services;

(8) Telecommunication facilities;

(9) Demolition of existing structures;

(10) Chilled water services;

(11) Steam services;

(12) Industrial gases services;

(13) Other utility and process and production services; or

(14)(a) The support of any other type of bioscience projects or safety, security (police), parking, housing (student and workforce), conference and meeting facilities, transportation (pedestrian and vehicular), emergency preparedness, emergency operations, beautification, image, district identity, centralized laundry, janitorial services, maintenance services (grass cutting, street cleaning), development and enforcement of district standards for buildings (architectural), landscaping, streets and sidewalks, lighting and signage.

(b) The district or any subdistrict shall not adopt a district identity or any district standards for any area of the city of New Orleans without the prior approval of the governing authority of the city of New Orleans, by ordinance.

B. The board shall, through promulgation of bylaws adopted by the board, form committees to create a biosciences development and job creation plan for each project. The board, through the promulgation of bylaws, shall provide for the membership of the respective committees and their duties, and shall include mandatory review and approval of all development projects. Such committee shall also have primary responsibility for due diligence regarding such projects under guidelines established by this Chapter.

C. The plan shall have two phases:

(1) Phase I: The preliminary feasibility analysis shall include but not be limited to the following:

- (a) A job creation vision and purpose.
- (b) A bioscience vision and purpose.
- (c) A preliminary cash flow.
- (d) Preliminary sources and uses of funds.
- (e) Cost estimates.
- (f) A preliminary financial plan.
- (g) A preliminary job creation estimate.
- (h) A preliminary business plan.
- (i) A preliminary critical path.

(2) Phase II: The final feasibility analysis shall include but not be limited to the following:

- (a) A job creation vision and purpose.
- (b) A bioscience vision and purpose.
- (c) A cash flow proforma.
- (d) Sources and uses of funds.
- (e) Cost estimates.
- (f) Revenue estimates.
- (g) Financial plan.
- (h) A job creation estimate.
- (i) A business plan.
- (j) A development and financial critical path.
- (k) A development and financial timeline.

D.(1) All projects of the district and any subdistrict in the city of New Orleans shall be performed only within the boundaries of the district or subdistrict.

(2) All projects of the district and any subdistrict in the city of New Orleans shall be subject to and shall comply with the city of New Orleans master plan and all ordinances and rules and



regulations governing zoning, building land use, historic preservation, historic districts, and neighborhood participation plans applicable to the area in which the project is located.

## **Exhibit B**

### **The Boundaries of the BioDistrict**

The BioDistrict shall be composed of all of the territory located in the parish of Orleans included within the following perimeter:

From the corner of Iberville Street and North Derbigny Street proceed south along the apparent eastern right of way of North Derbigny Street to the point where the northern property line of Lot A. of Square 217 intersects with North Derbigny Street. Thence proceed west through the entirety of Square 217 along the northern property lines of Lot A, Lots 4 and 5, Lots 25, 26, and part of 24, Lot C, Lots 9, 10, and 11 and Lot 21 or 12 of Square 217. Crossing North Roman Street, proceed west along the southern property line of Lot 2 of Square 45. Thence turn north and proceed in Square 245 along the western property lines of Lot 2, Lot 3, Lot 4, and Lot 5. Thence turn west and proceed along the southern property lines of Lot 11, Lot 12, Lot 13 or 19, Lot 14 or 18, Lot 15 or 17, and Lot 16 of Square 245 to where it intersects with the apparent eastern right of way of North Prieur Street. Crossing North Prieur Street at an oblique southwest angle, proceed along the northern property lines of Lot C, Lot 3, Lot 4, Lot 5, Lot 6, Lot 16, Lot 17, Lot 20, Lot 21, and Lot 19 of Square 246. Crossing North Johnson Street proceed west along the northern property lines of Lot 23, Lot A, Lot B or 7R, Lot C or Part of Lot 4-7, Lot A or 8, Lot A or 9, Lots 8, 9, and 10, and Lot C, of Square 275. Thence, from where the rear property line of Lot B, Lot 8, Lot 9, Lot 10, and Lot C, Square 275 intersects with North Galvez Street, proceed South along the apparent eastern right of way of North Galvez Street to the intersection of North Galvez street and the apparent southern right of way of Canal Street. Thence west along the apparent southern right of way of Canal Street for three blocks to the intersection of the apparent southern right of way of Canal Street and the apparent eastern right of way of North Rocheblave Street. Thence three blocks south along the apparent eastern right of way of South Rocheblave Street to the southeast corner of South Rocheblave Street and Banks Street. Thence one block west along the apparent southern right of way of Banks Street to the intersection of Banks Street and South Dorgenois Street. Follow the apparent eastern right of way of South Dorgenois Street south one block to the intersection of Tulane Avenue. Thence follow the apparent northern right of way of Tulane Avenue in a northeast direction four blocks to the corner of South Galvez Street. Thence south along the apparent eastern right of way of South Galvez Street for two blocks to the intersection with Perdido Street. Thence follow the apparent northern right of way of Perdido Street east to where Perdido Street intersects with the eastern property line of Lot B and Part of 15, and Lot 18 or 14 of Square 517.

Follow said property line in a southern direction to the northern boundary of Lot A-1. Thence proceed west to the most northerly northwest corner of Lot A-1.

Thence proceed south in the direction of Poydras Street along the eastern boundary lines of Lot 19, Lot 11 or 21, Lot 12 or 20, and Lot 22. Thence proceed west along the southern property line of Lot 22 to where it intersects with the eastern side of South Galvez Street. Thence, proceed south along the apparent eastern right of way of South Galvez Street to the intersection of South Galvez Street and Poydras Street. Thence proceed along Poydras Street in a westward direction to the

intersection of Poydras Street and South Broad Street. Thence proceed north along South Broad Street one block to the corner of South Broad Street and Perdido Street.

Proceed east along the apparent northern right of way of Perdido Street to the eastern property line of the Lot owned by HTJ Investments, LLC. Proceed north following said property line the width of Square 586 to where said property line intersects with Gravier Street. Thence proceed west along the apparent northern right of way of Gravier Street to where the western property line of Lot 26, in Square 585 intersects with Gravier Street. Thence, proceed north along said property line until the southern property line of Lot 22 or Part of Lot 22. Thence proceed in an easterly direction towards South Dorgenois Street along the northern boundary lines of Lot 26, Lot 27, and Lot 28, Thence proceed north toward Tulane Avenue along the westernmost property line of Lot 22 or Part of Lot 22, and Lot 30.

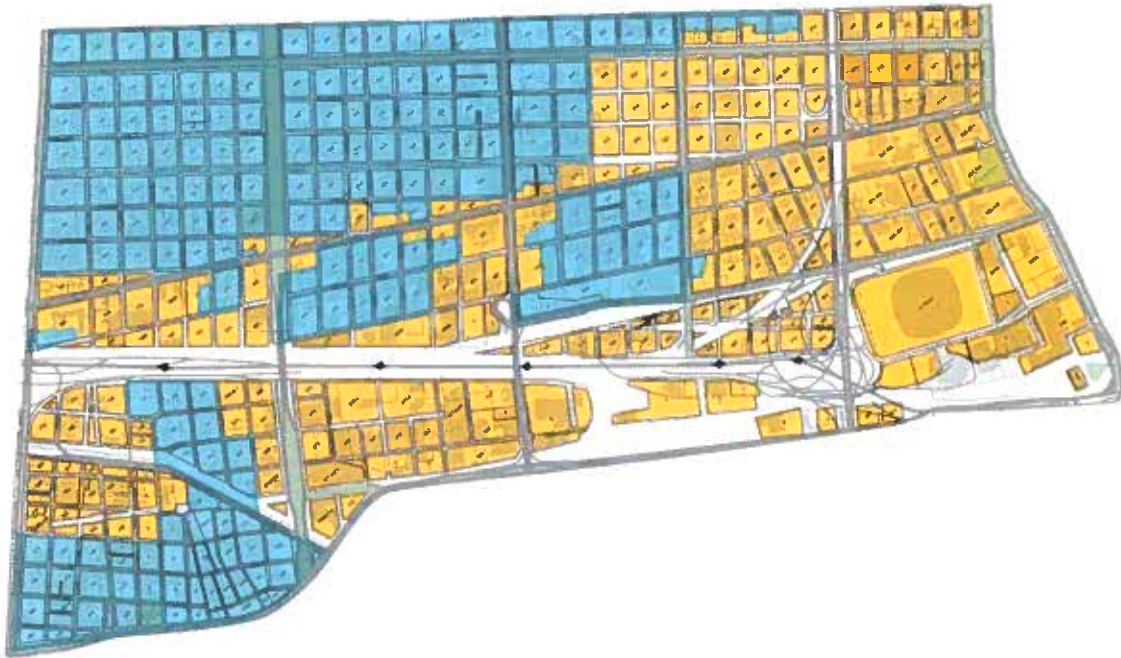
Thence run east towards South Dorgenois Street along the rear line of Lot 22 or Part of Lot 22, and Lot 30. Thence turn at a ninety degree angle north and follow the westernmost property line of Lot 40 and Lot 41. Thence run east along the northern property line of Lot 41. until it intersects with South Dorgenois Street. Thence proceed north along the apparent western right of way of South Dorgenois Street (crossing Tulane Avenue) until you reach the intersection of the apparent western right of way of South Dorgenois Street and the southern property line of Part of Lot 29, Lot 30 or P, Lot 40, Lot 41 in Square-1 of Square 584. Proceed west along said property line until it intersects with the easternmost border of Lot A or Lot 47. Thence turn south along the easternmost property line of Lot A or Lot 47 until it intersects with the northernmost property line of Lot 22. Thence continue in a westerly direction along the northernmost property lines of Lot 22 or 33, Lot 21 or 32, and Lot 19 or 20 or Lot 30 and 31. Crossing Manassas Place into Square Number 584, continue westward along the northernmost property lines of Lot 17 or 29 or B, Lot 16-B., and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, Lot 15 or Lot 27.

Thence turn southwest along the westernmost property line of Part of Lot 17 or 29 or Lot B, Lot 16-B, and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, 15 or Lot 27 until it intersects with the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25. Proceed west along the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25 to the point it intersects with the eastern side of South Broad Street. Thence cross South Broad Street at a slight southwest angle to the intersection of South Broad Street and Baudin Street. Proceed west along the apparent southern right of way of Baudin Street for two blocks. Thence south along the apparent eastern right of way of South Dupre Street one block to the intersection with Tulane Avenue. Thence proceed southwesterly along the apparent northern right of way of Tulane Avenue, approximately two-thirds of a block to the intersection of Tulane Avenue and the eastern property line of Lot 13 in Square 627. Thence Proceed northward along said line until it intersects with the southern property line of the rear part of Lot 21. Thence proceed in a westward direction along the rear property line of Lot 13 until it intersects with the easternmost property line of Lot A. Thence turn south along the eastern property line of Lot 13 to where it intersects with the northeastern corner of Lot 12. Thence proceed west along the rear property lines of Lot 12 and Lot 11 to the intersection with South Gayoso Street. Crossing South Gayoso Street proceed west along the entire northern property line of Lot 1-A, crossing the entirety of Square 636 stopping at the intersection of said property line and the apparent western right of

way of South Salcedo Street. Thence run north along the apparent western right of way of South Salcedo Street back to the apparent southern right of way of Baudin Street. Thence proceed west along the apparent southern right of way of Baudin Street one block to the corner of South Lopez Street. Thence proceed south on the apparent eastern right of way of South Lopez Street (crossing Tulane Avenue) and reaching the intersection of South Lopez Street and the apparent southern right of way of Tulane Avenue. Proceed northeast along the apparent southern right of way of Tulane Avenue two blocks to the intersection with the apparent eastern right of way of South Gayoso Street. Turn south on the apparent eastern right of way of South Gayoso Street until it intersects with the northern property line of Lot 16., Square 626. Proceed thence east along the northmost property lines of Lot 16 and Lot 27 across the entirety of Square 626 until you reach the apparent western right of way of South Dupre Street. Cross South Dupre Street at a slight southeast angle intersecting with the apparent eastern right of way of South Dupre Street and the southwest corner of Lot 21A. Thence proceed east along the entire southernmost property line of 21A across the entirety of Square 613 to where it intersects with the apparent western right of way of South White Street. Thence south on the apparent western right of way of South White Street until you reach the corner of South White Street and Gravier Street. Proceed thence southwest along the apparent northern right of way of Gravier Street one block west to the corner of Gravier Street and South Dupre Street. Thence proceed south along the apparent eastern right of way of South Dupre Street south one block to the intersection of Perdido Street and South Dupre Street. Thence proceed in a southwesterly direction five blocks along the apparent northern right of way of Perdido Street to the corner of Perdido Street and the eastern side of S. Norman C. Francis Parkway. Proceed from this corner approximately one and one-half blocks north on South Norman C. Francis Parkway until the intersection with South Norman C. Francis Parkway and the southernmost property line of Lot B and Part of Lot 14 or 15 of Square 677. Thence an easterly direction towards South Rendon Street along the southernmost property line of Lot B and Part of Lot 14 or 15 and the northernmost property line of Lot 29 where said property line intersects with the apparent western right of way of South Rendon Street. Thence north along the apparent western right of way of South Rendon Street to where it intersects with the apparent northern right of way of Tulane Avenue. Thence proceed in a slight northeast angle to the intersections of Tulane Avenue, South Lopez Street, and D'Hemecourt Street. Thence proceed in a westerly direction along the apparent southern right of way of D'Hemecourt Street three blocks (Crossing South Norman C. Francis Parkway) to the corner of D'Hemecourt Street and the apparent eastern right of way of South Clark Street. From the corner of D'Hemecourt and South Clark, proceed south to the point where the apparent eastern right of way of South Clark Street intersects the northern property line of Lot Z or 3, Square 689. Proceed east along the northern property line of Lot Z or 3 to where it intersects with the western property line of Lot 3. Thence turn south and follow the western property line of Lot 3 until it intersects with the northernmost apparent right of way of Tulane Avenue. Thence turn west and follow Tulane Avenue to the intersection with South Clark Street. Proceed south along the apparent eastern right of way of South Clark Street (crossing Tulane Avenue) to the corner of South Clark Street and the apparent northern right of way of Gravier Street. Proceed west along the apparent northern right of way of Gravier Street approximately one and one-half blocks to the point on Gravier Street where it intersects with the western property line of Lot 5 and Part of Lot K Square 715. Continue in a northern direction along the western property lines of Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, and part of Lot 11 until it intersects with the southwest corner of Lot 13. Proceed thence east along the southern property lines of Lot 13, Lot 14, Lot 15, and Lot 17, Square 715 to the intersection with the apparent western right of way of South Genois Street.

Thence proceed north along the apparent western right of way of South Genois Street to the intersection with Tulane Avenue. Thence proceed westerly along the apparent southern right of way of Tulane Avenue two blocks to the southwest corner of Tulane Avenue and South Cortez Street. Thence briefly north on the apparent western right of way of South Cortez Street (crossing Tulane Avenue) to the intersection of South Cortez Street and Ulloa Street. Thence west three blocks along the apparent southern right of way of Ulloa Street to the corner of South Carrollton Avenue. Thence proceed briefly south along the eastern side of South Carrollton Avenue (crossing Tulane Avenue) until it intersects with the northernmost property line of Lot 1, Square 763. Proceed thence along the northern boundary line of Lot 3 in a meandering southeast direction and then south along the property lines of Lot 3 and Lot 2 to the intersection with the southernmost boundary of Square 763 and the apparent northern right of way of Gravier Street. Proceed thence west along the apparent northern right of way of Gravier Street to the intersection with South Carrollton Avenue. Proceed south along the eastern side of South Carrollton Avenue to the corner of South Carrollton Avenue and Edinburgh Street. From the corner of South Carrollton Avenue and Edinburgh Street, proceed east five blocks along the apparent northern right of way of Edinburgh Street to the corner of Edinburgh Street and Broadway Street. Thence proceed north one block along the apparent western right of way of Broadway Street to the intersection with Palm Street. From the intersection of Broadway and Palm Streets, proceed east along the apparent northern right of way of Palm Street moving at a slight northeast angle at the intersection of Palm Street and Audubon Street until you come to the dividing line between Square 23 and Square 128. Proceed north along said boundary line of Squares 23 and 128 to the intersection with the apparent southern right of way of Washington Avenue. Continue along Washington Avenue in a northwesterly direction to the southwest corner of Broadway Street and Washington Avenue. Thence proceed north (crossing Washington Avenue and Drexel Drive), continuing north along the apparent eastern right of way of Broadway Street two blocks to the intersection of Broadway Street and Dixon Street. Thence one block west along the apparent southern right of way of Dixon Street to the intersection of Dixon Street and Pine Street. Thence proceed one block north along the apparent western right of way of Pine Street to the intersection of Pine Street and Howard Avenue. Proceed east along Howard Avenue three blocks to the corner of Howard Avenue and South Genois Street. Thence proceed south along the apparent eastern right of way of South Genois Street for two blocks to the intersection of South Genois Street and Drexel Drive. Thence east one block along the apparent northern right of way of Drexel Drive to the intersection of South Clark Street. From the corner of South Clark Street and Drexel Drive proceed south along the apparent eastern right of way of South Clark two blocks to the intersection with Washington Avenue and South Clark Street. Proceed along the apparent southern right of way of Washington Avenue in a southeast direction to the intersection of Washington Avenue and Earhart Boulevard. From the corner of Earhart Boulevard and Washington Avenue proceed on Earhart Boulevard in a generally northeast direction until Earhart Boulevard intersects with Loyola Avenue. From the intersection of Loyola Avenue and Earhart Boulevard, proceed in a meandering northwest direction along the western side of Loyola Avenue and Elk Place to the intersection of Elk Place and Iberville Street. Proceed thence west along the apparent southern right of way of Iberville Street seven blocks (crossing North Claiborne) to the intersection with Iberville and North Derbigny Street to a point. Said point being the point of beginning.





**Exhibit C**

**MINUTES OF JOINT LEGISLATIVE COMMITTEE ON THE BUDGET MEETING**

**[See Attached]**

CITY HALL: October 6, 2022

CALENDAR NO. 33,936

**NO. 29237 MAYOR COUNCIL SERIES**

BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS, GREEN, GIARRUSSO, KING  
(BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the "City") and the BioDistrict New Orleans (the "District"), for a term greater than one year, for the public purpose of using incremental increases in undedicated taxes collected within the boundaries of the District to induce economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the District in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "A"; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the District is a political subdivision of the State as defined in Article VI, Section 44(2) of the Constitution of Louisiana, created by Acts 2005, No. 487 of the Louisiana Legislature and established in La. R.S. 33:9039.61 through 33:9039.76, as amended by Acts 2011, No. 400 of the Louisiana Legislature; and

WHEREAS, the District is composed of all the territory located in the parish of Orleans bounded by Earhart Blvd., Carrollton Ave., Loyola Ave., and Iberville St. (see La. R.S. 33:9039.62) and as otherwise set forth in Act 354 of the 2022 Regular Session of the Louisiana Legislature; and

WHEREAS, the City and the District may enter into cooperative endeavors with each other pursuant to the Louisiana Constitution, Louisiana Revised Statutes, and Home Rule Charter, and the City has been requested by the District to undertake the cooperative endeavor herein provided in order to make it economically feasible for the District to undertake projects for the enhancement of bioscience and health products, including but not limited to projects identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, which would result in significant economic benefits to the City, including construction jobs, increased permanent employment, increases in the ad valorem tax base, increases in sales and use tax collections, mitigation of the conditions of unemployment or underemployment in the surrounding geographical area, and other ancillary financial and economic development benefits such as health science research; and

WHEREAS, the City and the District desire to enter into the cooperative endeavor agreement herein provided in order to accomplish the valued public purpose of using incremental increases in undedicated taxes collected within the boundaries of the District to induce economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the District in the City of New Orleans, and to bring about the significant economic benefits to the City as described hereinabove; NOW THEREFORE

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into the attached cooperative endeavor agreement with the District, for a term of seventeen (17) years, for the public purpose of using incremental increases in undedicated taxes collected within the boundaries of the District to induce economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the District in the City of New Orleans.

SECTION 2. That said cooperative endeavor agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS OCTOBER 20, 2022

HELENA MORENO

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON OCTOBER 21, 2022

APPROVED: OCTOBER 25, 2022

LATOYA CANTRELL

MAYOR

RETURNED BY THE MAYOR ON OCTOBER 27, 2022 AT 12:35 P.M.

LORA W. JOHNSON

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS: Giarrusso, Green, Harris, King, Moreno, Morrell - 6

NAYS: 0

ABSENT: Thomas - 1

RECUSED: 0

*\*\*Copies of the attachment may be seen in full in the Clerk of Council's Office, 1300 Perdido Street, Room 1E09, City Hall.*

BIODISTRICT NEW ORLEANS



**PRESENTATION TO THE JOINT LEGISLATIVE  
COMMITTEE ON THE BUDGET**

**SEPTEMBER 15, 2023**

PRESENTED BY:

Andy Kopplin, Chair of the BioDistrict Board of Directors

Blake Stanfill, Vice Chair of the BioDistrict Board of Directors

Michael Hecht, BioDistrict Board Member





# OVERVIEW

## THE BIODISTRICT WAS CREATED IN 2005 BY THE STATE LEGISLATURE, WITH IMPORTANT COMMUNITY-FOCUSED MODIFICATIONS IN 2022.



- The BioDistrict New Orleans is an economic development district that is charged with the responsibility of growing both the programmatic and physical development components of the biosciences sector of the New Orleans economy.
- The BioDistrict board is composed of appointees of business and healthcare sector leaders, higher education, and state and local government and community members. The structure of the board is modeled after best practices for economic development districts.

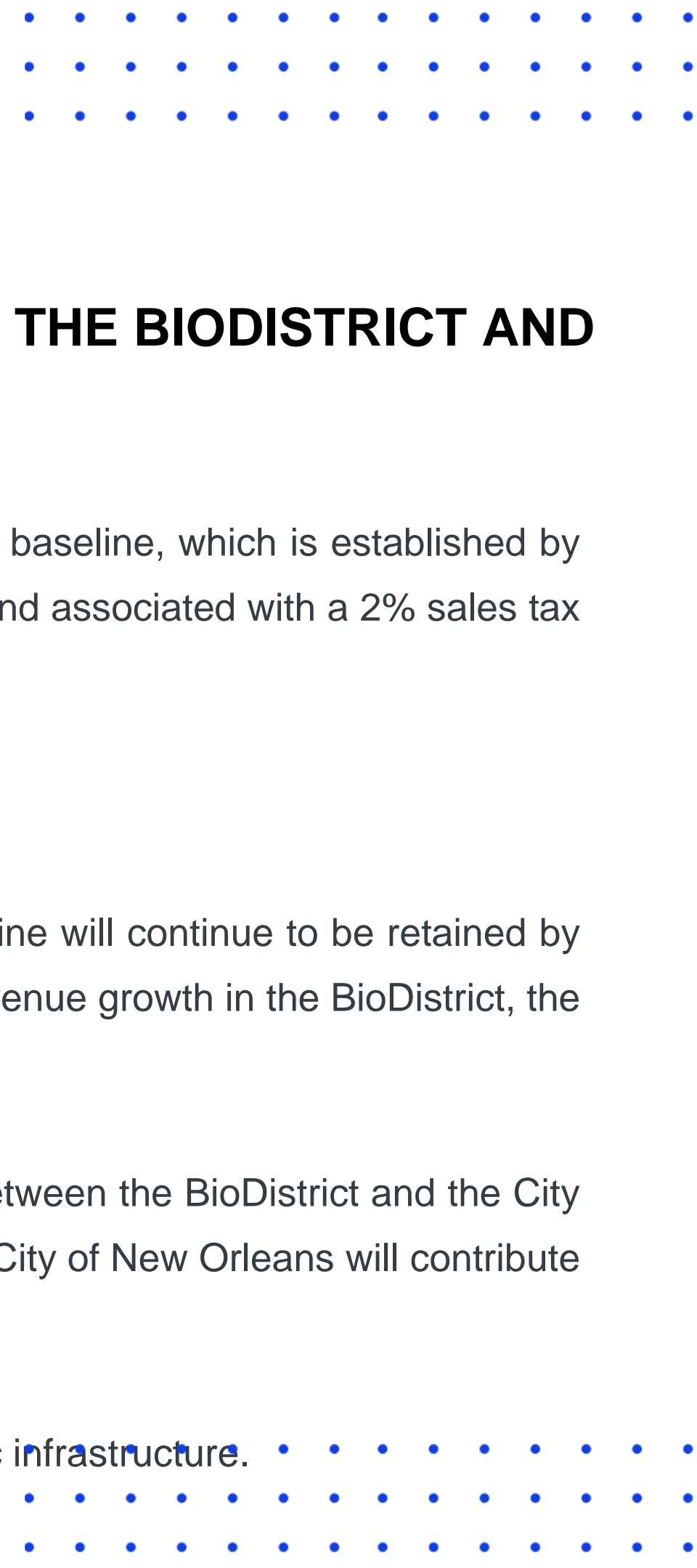
The City of New Orleans has approved a CEA for economic development revenue sharing with the BioDistrict that allows the BioDistrict to earn as much as \$70.6 million dollars between 2022 - 2039.



# BIODISTRICT MAP



- University Medical Center
- VA Hospital
- Tulane University Hospital
- New Orleans BioInnovation Center
- Louisiana Cancer Research Center
- LSU Medical School
- Tulane Medical School
- Original Delgado School of Nursing Site
- Xavier University
- Ochsner Administrative Offices
- New Orleans Charter Science & Math High School



## PROPOSED ECONOMIC DEVELOPMENT REVENUE SHARING CEA BETWEEN THE BIODISTRICT AND STATE OF LOUISIANA

- **FUNDED BY GROWTH:** The State will share a portion of incremental sales tax growth above the current baseline, which is established by Louisiana Department of Revenue pursuant to statute, with new growth driven by BioDistrict investments and associated with a 2% sales tax rate to be invested in the BioDistrict.
- **NO NEW OR ADDITIONAL TAXES:** No businesses or residents in the district will pay any more in taxes.
- **ALL CURRENT REVENUES WILL BE RETAINED BY THE STATE:** All sales tax up to the current baseline will continue to be retained by the State, plus all new growth beyond that associated with the 2% sales tax rate. If there is no sales tax revenue growth in the BioDistrict, the BioDistrict will not receive funding.
- **STATE MATCHING:** State would match up to \$25 million in revenues generated locally through a CEA between the BioDistrict and the City of New Orleans, similar to prior State action in support of projects in Lake Charles and Baton Rouge. The City of New Orleans will contribute as much as \$70.6 million if all projections are reached.
- **BIODISTRICT REVENUES:** State revenue sharing funds must be used for public improvements and public infrastructure.



# INVESTMENTS

Based on input from sector leaders, community organizations, BioDistrict Board, and previous strategic plans, we anticipate the need to fund the following types of investments to spur job growth and innovation:

- **INVEST IN BIOTECH AND LIFE SCIENCES COMMERCIALIZATION FACILITIES**
- **INVEST IN ENTREPRENEURSHIP AND BUSINESS ACCELERATION**
- **ESTABLISH MATCHING FUND FOR BIO COMPANIES**
- **ESTABLISH MATCHING FUND TO ENSURE TRAINED WORKFORCE**
- **BUILD IMPROVED TRANSIT AMENITIES**



# PROPOSED STATE CEA INFRASTRUCTURE INVESTMENTS



PROPOSED IMPROVEMENTS	COST (ESTIMATE)	GOAL ALIGNMENT
<b>BUS SHELTERS</b> <ul style="list-style-type: none"><li>• New Bus Shelters and (5) “Super Stops” along Tulane Avenue Health Line from Hospitals, Medical Schools to Xavier University</li></ul>	<b>\$2.2M</b>	<b>SAFETY, FUNCTION, HEAT MITIGATION</b>
<b>LANDSCAPE ENHANCEMENTS</b> <ul style="list-style-type: none"><li>• Park Improvements at Norman C. Francis Pkwy and N. Galvez St. neutral grounds.</li><li>• Landscape Enhancements, including Green Infrastructure along Tulane Ave.</li></ul>	<b>\$2.7M</b>	<b>FUNCTION, HEAT MITIGATION, BEAUTIFICATION</b>
<b>SAFETY/ACTIVATION LIGHTING</b> <ul style="list-style-type: none"><li>• Safety Lighting at key Gateways: Lighting at Tulane Ave. Claiborne overpass; Beacon Lighting at Norman C. Francis Pkwy, N. Broad St and N. Galvez Street</li></ul>	<b>\$1M</b>	<b>SAFETY, FUNCTION, BEAUTIFICATION</b>
<b>TRAFFIC SAFETY</b> <ul style="list-style-type: none"><li>• Crosswalks at key intersections.</li><li>• Bike lane improvements including painting existing bike lanes and addition of delineators.</li></ul>	<b>\$750K</b>	<b>SAFETY, FUNCTION</b>

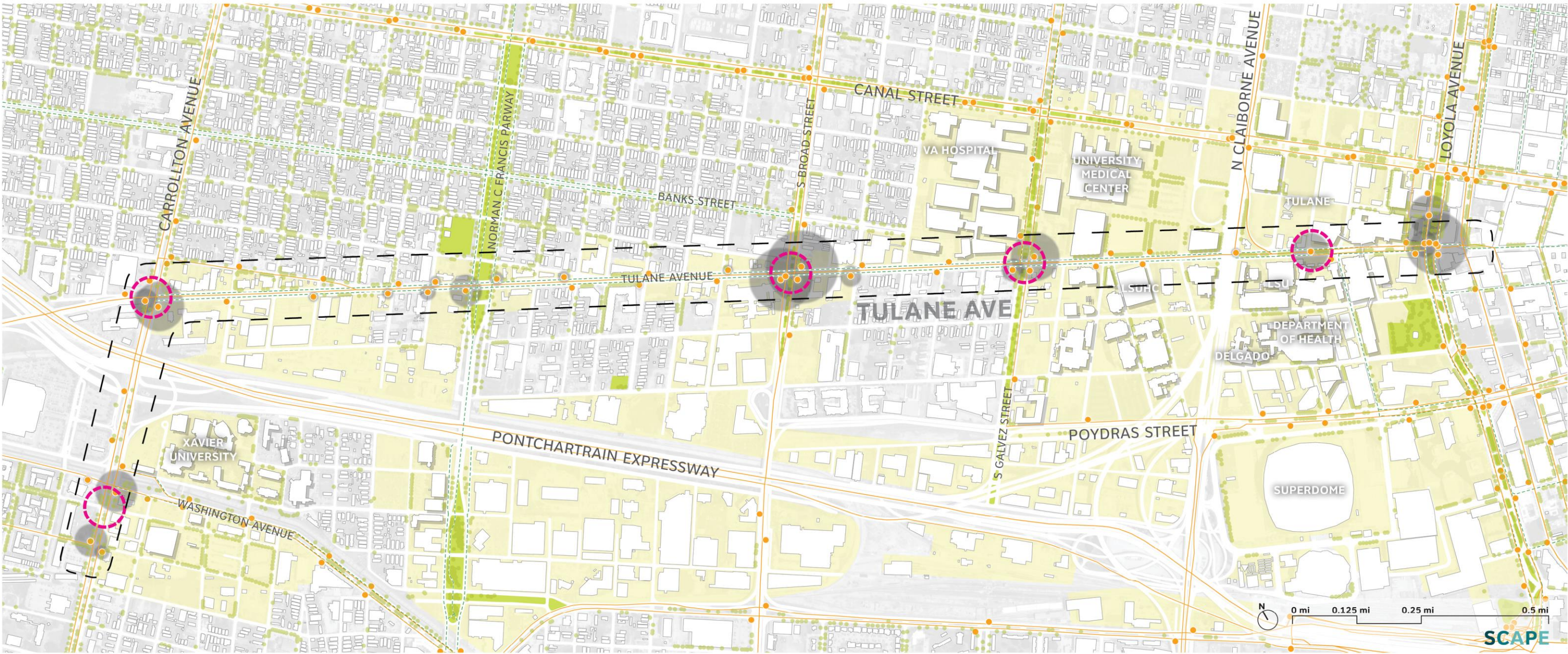
NOTE: THESE PRIORITIES WERE ESTABLISHED BASED UPON PUBLIC ENGAGEMENT, SURVEYS, AND THROUGH CONSULTATION WITH PARTNERS SUCH AS THE REGIONAL TRANSIT AUTHORITY (RTA), DOWNTOWN DEVELOPMENT DISTRICT (DDD), AND OTHER STAKEHOLDERS. ESTIMATED BUDGET NUMBERS ARE AN APPROXIMATION BASED ON COMPARABLE IMPROVEMENT PROJECTS. THE ACTUAL COSTS ARE SUBJECT TO CHANGE AFTER PROJECT ELEMENTS HAVE BEEN DESIGNED, NEGOTIATED AND FINALIZED.

**MAXIMUM AMOUNT UNDER STATE CEA, 2024-2028: \$6,672,366**



# BUS SHELTERS

*\*Preliminary bus shelter placements informed by RTA ridership data and critical investment sites*



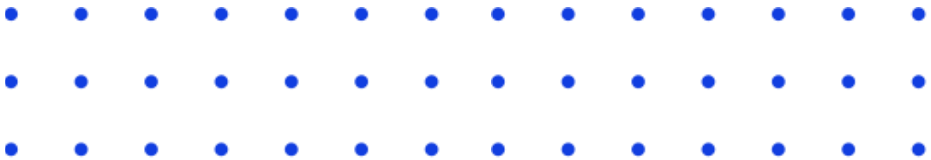
LEGEND

- RTA stop
- RTA line
- Bike lane
- Proposed super stop

RIDERSHIP DATA\*

- 10 or fewer daily boardings
- 20 daily boardings
- 105 daily boardings (max)

PROPOSED IMPROVEMENTS	COST (ESTIMATE)
New Bus Shelters and (5) "Super Stops" along Tulane Avenue BioDistrict Line from Hospitals, Medical Schools to Xavier University	\$2.2M

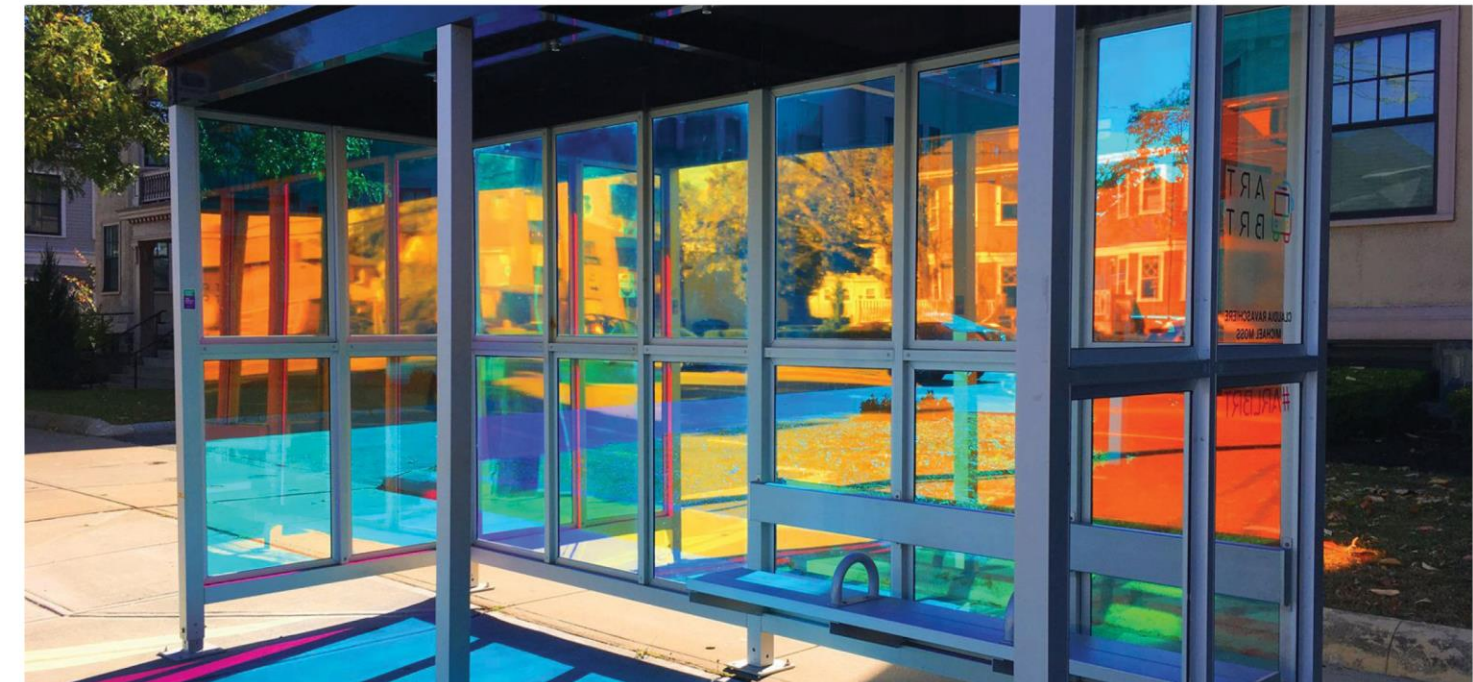




# BUS SHELTER PRECEDENTS



**"Super Stops" with additional amenities**



**Unique Materiality**



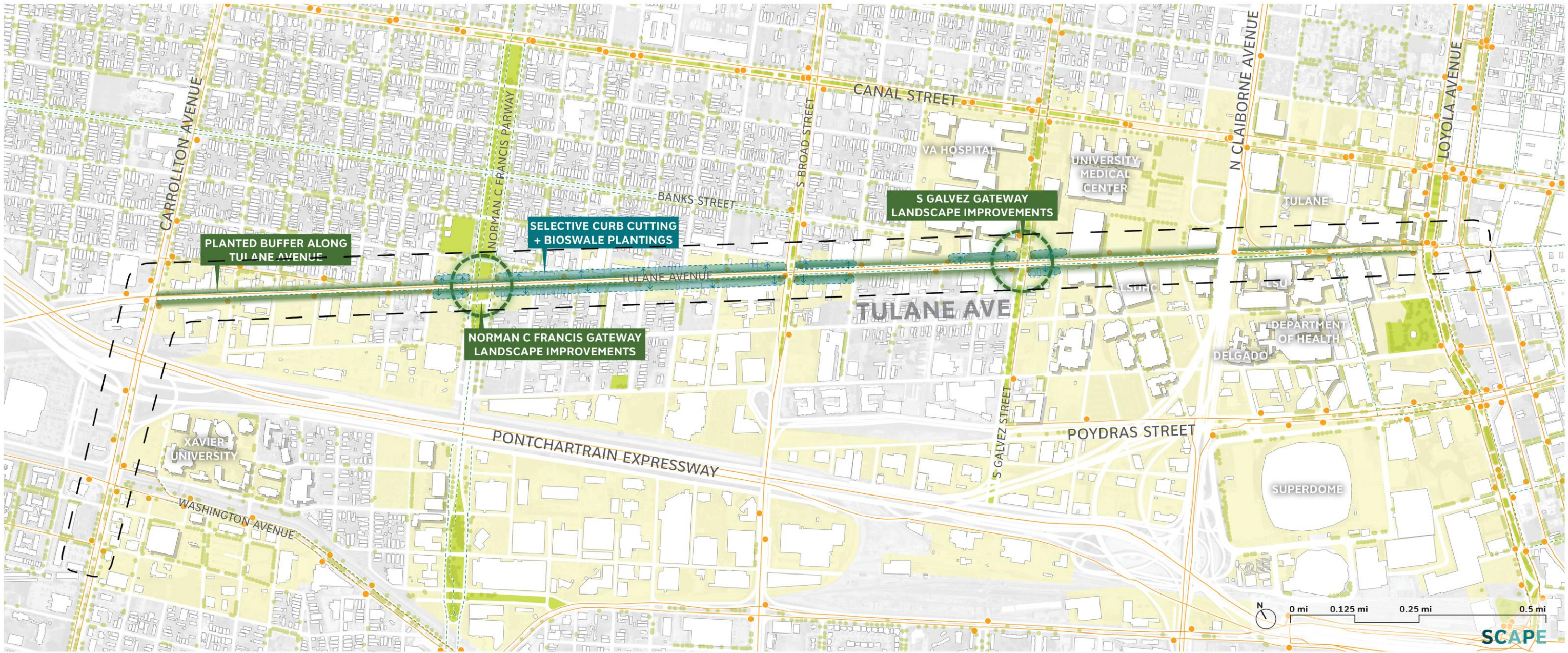
**Safety / Activation Lighting**



**Locally-Specific Art and Icons**



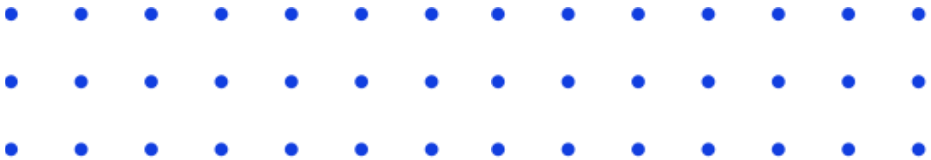
# LANDSCAPE ENHANCEMENTS



LEGEND

- RTA stop
- RTA line
- Bike lane
- Public green space
- BioDistrict extent
- Streetscape planting
- Stormwater improvement
- Proposed landscape zone

PROPOSED IMPROVEMENTS		COST (ESTIMATE)
Park Improvements at Norman C. Francis Pkwy and N. Galvez St neutral grounds; Landscape Enhancements, including Green Infrastructure, along Tulane Ave.		\$2.7M





# LANDSCAPE ENHANCEMENTS PRECEDENTS



**Pedestrian Pull-offs + Pocket Parks**



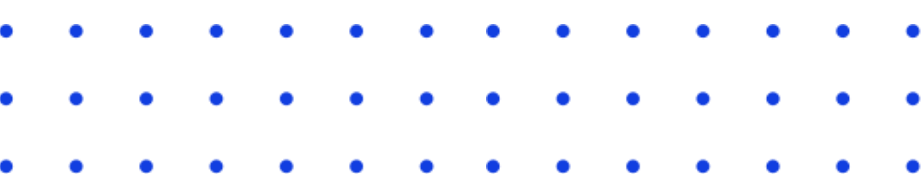
**Iconic Streetscape Design**



**Planted Neutral Grounds + Swales**

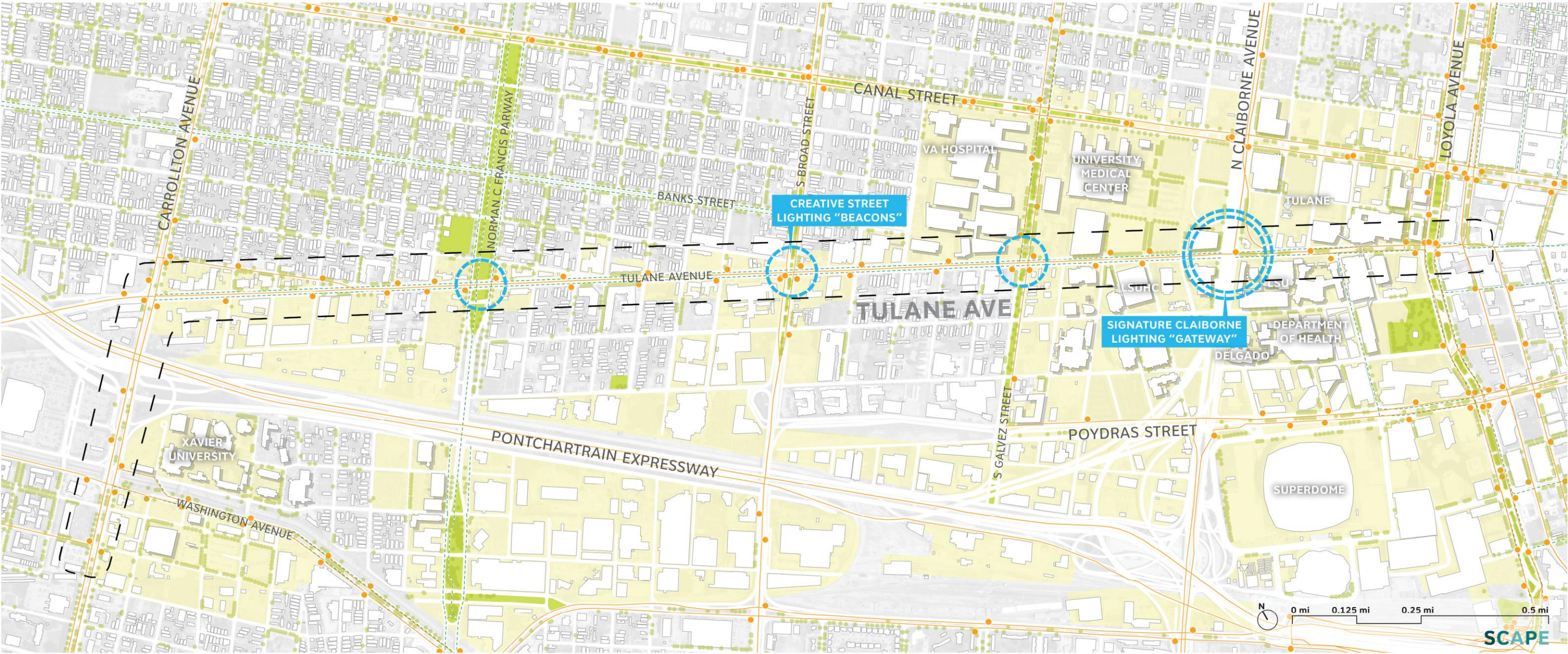


**Regionally Specific Planting**





# SAFETY / ACTIVATION LIGHTING



LEGEND

- RTA stop
- RTA line
- Bike lane
- Public green space
- BioDistrict extent
- Proposed lighting zone

PROPOSED IMPROVEMENTS		COST (ESTIMATE)
Safety Lighting at key Gateways: Lighting at Tulane Ave. Claiborne overpass; Beacon Lighting at Norman C. Francis Pkwy, N. Broad St and N. Galvez Street		\$1M



# SAFETY / ACTIVATION LIGHTING PRECEDENTS



Safety Lighting for Underpass “Gateway”



Safety Lighting for Underpass “Gateway”



Sculptural Beacon Implements

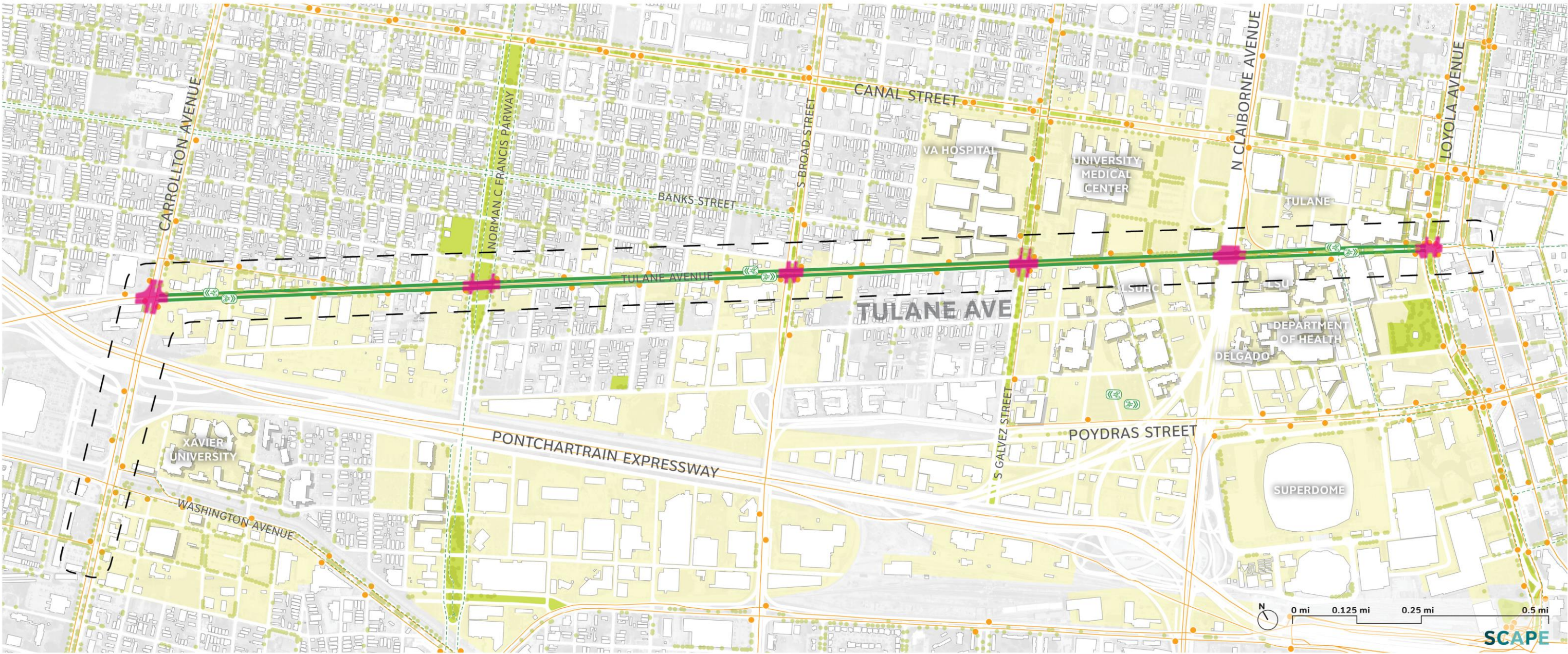


District Branding





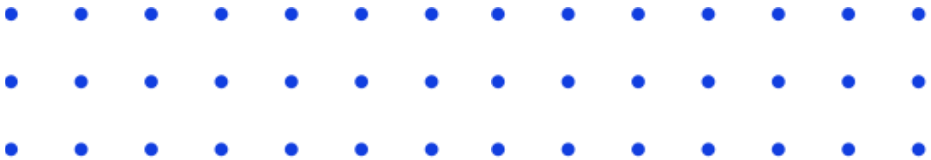
# TRAFFIC SAFETY



LEGEND

- RTA stop
- RTA line
- Bike lane
- Public green space
- BioDistrict extent
- Proposed crosswalk
- Bike lane improvements

PROPOSED IMPROVEMENTS		COST (ESTIMATE)
Crosswalks at key intersections; Bike lane improvements including painting existing bike lanes and addition of physical lane delineators		\$750K





# TRAFFIC SAFETY PRECEDENTS



Cross Walk Murals



Thermoplastic Stencils



Painted + Protected Bike Lanes



Dedicated Signaling





# TULANE AVENUE SYNTHESIS



The combined landscape, lighting, stormwater and safety enhancements improve public safety access along the BioDistrict's Tulane Avenue corridor and strengthen its potential for retail and other economic development activities.

- LEGEND
- RTA stop

RTA line

Bike lane

Public green space

BioDistrict extent

Streetscape planting

Stormwater improvement

Proposed crosswalk

Proposed super stop

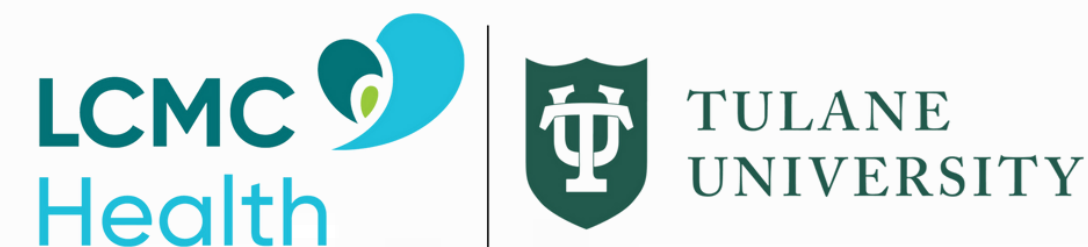
Proposed landscape zone

Proposed lighting zone





SUPPORTIVE PARTNERS





# Agenda Item #10

Review 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(I)(9)

Office of State Procurement  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

TO: Ms. Kimberly Sullivan  
Interim Medicaid Executive Director  
Louisiana Department of Health  
Bureau of Health Services Financing

FROM: Felicia M. Sonnier, CPPB  
Deputy Director

DATE: September 13, 2023

RE: OSP Approval for JLCB  
Amendment Twenty-Five (25) 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

The above referenced amendment has been reviewed by the Office of State Procurement (OSP). The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget (JLCB), contingent upon the recommended revisions being made to the Amendment Twenty-Five (25) draft which is attached. Upon approval of the proposed term extension by JLCB, in accordance with La. R.S. 39:198.I., please return the "Agency Memo to OSP After JLCB Approval" with a copy of the approval.

Amendment Twenty-Five (25) will not be reviewed by the Purchasing Procurement Support Team (PST) or receive final approval by OSP until it has been approved by JLCB.

If you should have any further questions/comments, please do not hesitate to contact me at (225) 342-8029 or at [felicia.sonnier@la.gov](mailto:felicia.sonnier@la.gov).

Attachment(s)

# Gainwell CY 2024 MEDICAID CONTRACT EXTENSION

## ► CY 2024 Contract Extension Summary

	Current Contract	Contract Extension
<b>Start Date</b>	January 1, 2005	January 1, 2024
<b>End Date</b>	December 31, 2023	December 31, 2024
<b>Contract Term</b>	Original 10-year term + 9 legislatively-approved one-year extensions	One Year
<b>Contract Amount</b>	\$54,780,535 *	\$50,335,953*

\*Excludes postage costs

## ► Current MMIS Design: One All-Inclusive Contract

Currently, all of Louisiana's Medicaid Management Information System (MMIS) functions are performed by a single contractor (Gainwell, formerly DXC, formerly Molina). Diverse MMIS functions central to Medicaid program operations include:

Fee-For-Service	Managed Care	Medicaid as a Whole
✓ Provider Enrollment ✓ Claims Processing ✓ Prior Authorization of Medical Services	✓ Enrollment Broker Data Interfaces ✓ PMPM Payments to MCEs ✓ Provider Registry ✓ Enrollment of Managed Care Providers ✓ Encounter Processing	✓ Member ID Cards ✓ Program Integrity ✓ Data Warehouse Management ✓ Interoperability and Patient Access

## ► Future MMIS Design: Many Modules

Going forward, CMS requires states to take a different approach, using sets of packaged, functional business "modules" that have unique functionality for a single purpose; are discrete, scalable, and reusable; and are relatively independent of other application modules. Modularized MMIS means more frequent procurements for smaller systems with shorter implementations that deliver results faster and more efficiently, bringing together best-of-breed tools and giving states flexibility to adjust quickly to changing policies while still maintaining daily operations.

### Next Steps

- **Continuous R/SFP bidding** process to accommodate state law and procurement code that requires that modules be rebid five years from date of contract signing.

## ► Bridging the Gap: Getting from Here to There

### Issue

- In 2013, a contract to fully replace the current MMIS was cancelled (CNSI). Subsequently, CMS began requiring states to utilize a modular approach to MMIS contracting.
- Full implementation of the modular MMIS design is expected to take up to fifteen years due to the iterative R/SFP development, contract award, and design/development/implementation processes.

### Solution

- Annual contract extensions for the current MMIS contractor as modules of functionality are transitioned to new contracts over multiple years.
- The CY 2024 extension will be the 10th one-year extension to an original 10-year contract term that began in January 2005.

# DXC CY 2024 MEDICAID CONTRACT EXTENSION

## ➤ Contract Billing Model

### Base Payment

Monthly base payments of \$4,219,421 include processing of unlimited claim, encounter transactions, and drug rebate module in January 2024. Monthly base payment of \$4,192,412 include processing unlimited claim and encounter transactions from February 2024 – December 2024.

Timeframe	Monthly Amount	QTY	Total
Jan 2024	\$4,219,421	1	\$4,219,421
Feb 2024 - Dec 2024	\$4,192,412	11	\$46,116,532
CY 2024 Total		12	\$50,335,953

### Additional Payments

Postage for special mailings to providers and/or recipients in excess of 500 pieces will be billed at the actual amount of postage costs, calculated using the rates below:

# Pages in Mailing	#10 Envelope	Flat Envelope (9x12 inches)
1	\$0.99549	\$1.86937
2	\$1.00380	\$1.88613
3	\$1.02868	\$2.19129
4	\$1.04527	\$2.20804
5	\$1.06186	\$2.22480

## ➤ FAQ

- **Would a competitive bid process to replace the current all-inclusive MMIS provide a better value to the state?**

CMS will not provide federal matching funds for the state to procure a single contract to replace the current MMIS. LDH must modernize taking a modular approach to access federal funding for MMIS functions.

- **How long will we need Gainwell?**

LDH anticipates requesting additional one-year extensions for the next several years as we sequentially procure each MMIS module and concurrently maintain essential MMIS functions while downsizing the scope and cost of the current Gainwell contract.

- **Will it cost more to have a modernized system?**

Possibly in total. However, systems modernization is not a choice. It is mandatory for the effective operation of the Medicaid program into the future, and enhanced federal matching rates of 90/10 for design, development, and implementation and 75/25 for maintenance and operations will minimize the cost of modernization to the state.

- **Why did the annual base payment increase from last year?**

The base payment did not increase. It decreased by \$158,969.

# Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension

## Amendment 25 – January 1, 2024 through December 31, 2024

	Current Contract Language from Amendment 24		New Contract Language from Amendment 25	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-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.	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-Five (25) to the Agreement. To the extent that there is a conflict between Amendment 25 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 25 shall control.	Amendment 25, updates the priority of the documents to include Amendment 25	52 of 171
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”).”	2A	“Amendment Number 25 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 25 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2024 through December 31, 2024 (referred to hereinafter as “Extension Year 2024”).”	Amendment 25 identifies the effective date of contract: January 1, 2024 through December 31, 2024	55 of 171
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.”	2B	“By Amendment Number 25 to the Contract, the contract life is extended from January 1, 2024 through December 31, 2024 or until the contract is terminated, in accordance with the terms set forth in the Agreement.”	Amendment 25 extends the contract from January 1, 2024 through December 31, 2024	58 of 171
NEW		3A	The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana.	Amendment 25 identifies the agent designated by the Department for receipt of notices regarding the day-to-day operations between both parties.	2, 79, 80 of 171
NEW		3B	The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809.	Amendment 25 identifies the agent designated by the Contractor for receipt of notices regarding the day-to-day operations between both parties.	2, 79, 80 of 171
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:	4	With the execution of Amendment 24, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2024:	Amendment 25 updates the pricing schedule. This is an overall 8% decrease in the total amount from last year’s pricing.	2, 80 of 171



**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension**  
**Amendment 25 – January 1, 2024 through December 31, 2024**

LDH Billing Schedule	Base Ops	FDB					Total
		JSURS Decommission	Prov Enroll	Prov Mgmt. M&O	PAI Project	Medicaid / Drug Rebate Module	
Jan-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$25,975	\$4,588,855
Feb-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880
Mar-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880
Apr-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880
May-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880
Jun-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880
Jul-23	\$4,190,560	\$ (50,250)	\$43,710	\$ 339,470	\$39,390	\$ -	\$4,562,880
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
The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounter and adjustments) that are paid and adjusted. The above fixed price is for the unlimited transactions.							

LDH Billing Schedule	Base Ops	FDB Medicaid /			Total
		PAI Project	Drug Rebate Module		
Jan-24	\$4,153,022	\$39,390	\$27,009	\$4,219,421	
Feb-24	\$4,153,022	\$39,390	-	\$4,192,412	
Mar-24	\$4,153,022	\$39,390	-	\$4,192,412	
Apr-24	\$4,153,022	\$39,390	-	\$4,192,412	
May-24	\$4,153,022	\$39,390	-	\$4,192,412	
Jun-24	\$4,153,022	\$39,390	-	\$4,192,412	
Jul-24	\$4,153,022	\$39,390	-	\$4,192,412	
Aug-24	\$4,153,022	\$39,390	-	\$4,192,412	
Sep-24	\$4,153,022	\$39,390	-	\$4,192,412	
Oct-24	\$4,153,022	\$39,390	-	\$4,192,412	
Nov-24	\$4,153,022	\$39,390	-	\$4,192,412	
Dec-24	\$4,153,022	\$39,390	-	\$4,192,412	
Total	\$49,836,264	\$472,680	\$27,009	\$50,335,953	

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension**  
**Amendment 25 – January 1, 2024 through December 31, 2024**

	<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, <u>i.e.</u>, 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, <u>i.e.</u> , 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		<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>\$0.99549</td><td>\$1.86937</td></tr><tr><td>Two (2)-page mailing</td><td>\$1.00380</td><td>\$1.88613</td></tr><tr><td>Three (3)-page mailing</td><td>\$1.02868</td><td>\$2.19129</td></tr><tr><td>Four (4)-page mailing</td><td>\$1.03527</td><td>\$2.20804</td></tr><tr><td>Five (5)-page mailing</td><td>\$1.06186</td><td>\$2.22480</td></tr></table> <p><i>* Applies to mailings greater than 500 pieces</i></p> <p>Pricing includes:</p> <ol style="list-style-type: none"><li>Supplies – paper, toner, envelope, and mail machine ink</li><li>USPS postage costs</li><li>Labor costs for printer &amp; folding setup, printing, inserting, postage metering, and mailing</li></ol> <p>The above pricing assumes:</p> <ol style="list-style-type: none"><li>All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,</li><li>Any mail outs exceeding 5 pages will be printed separately.</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	\$0.99549	\$1.86937	Two (2)-page mailing	\$1.00380	\$1.88613	Three (3)-page mailing	\$1.02868	\$2.19129	Four (4)-page mailing	\$1.03527	\$2.20804	Five (5)-page mailing	\$1.06186	\$2.22480	Amendment 25 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>	3, 81 of 171
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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 25, 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 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	3, 81 of 171																																																
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	6	With the execution of this Amendment Number 25, 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	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171																																																

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	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.		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.O/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	With the execution of Amendment Number 25, 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.O/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 was terminated March 2023 and replaced by ClaimsXten.	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171
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.	8	The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 25 (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 25 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Four (24) to the Agreement.	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171
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	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 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171
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 25 omits language addressing revalidating 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.	10	With the execution of Amendment Number 25, the Contractor and the Department agree to terminate the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services.	Amendment 25 terminates the terms and conditions with respect to provider enrollment maintenance and operations services.	4, 82 of 171
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.	11	With the execution of Amendment Number 25, 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.	Amendment 25 extends the terms and conditions of Amendment 22 with respect to PAI.	4, 82 of 171
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).	12	With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	5, 83 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension**  
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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.	13	With the execution of Amendment Number 25, the Contractor and the Department agree to a continued requirement of electronic submission for all prior authorization requests and supporting information be submitted via e-PA.	Amendment 25 extends the terms and conditions with respect to electronic submission; changed Amendment 24 to 25.	5, 83 of 171
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## Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension

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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.	14	With the execution of Amendment Number 25, 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.	Amendment 25 extends the terms and conditions with respect to PAI; changed Amendment 24 to 25.	5, 83 of 171
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.	15	With the execution of Amendment Number 25, 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.	Amendment 25 extends the terms and conditions with respect to NPIs of the rendering billing providers on paper claims; changed Amendment 24 to 25.	5, 83 of 171
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 25 omits language addressing fillable documents.	
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.	16	With the execution of Amendment Number 25, 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 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	5, 83 of 171
18	With the execution of Amendment Number 24, the Contractor and the Department agree to decommission JSURS effective December 31, 2022.			Amendment 25 omits language addressing JSURS decommissioning.	
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 25 omits language addressing courier services.	
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 25 omits language addressing mailings of hardcopy provider training manuals.	
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.	17	With the execution of Amendment Number 25, 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 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	5, 83 of 171



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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.	18	With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall provide an updated 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, 2024, 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 25 extends the terms and conditions with respect to GW providing cost for base operations including technical areas no later than March 31, 2024; all other all language remains the same.	5, 83 of 171
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.	19	With the execution of Amendment Number 25, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for an additional twelve (12) month period beyond December 31, 2024 (i.e., January 1, 2025 through December 31, 2025), based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations and PAI Maintenance and Operations will not increase through that one (1) twelve (12) month extension. Notwithstanding the foregoing, in April 2024 the parties will review the Consumer Price Index for All Urban Consumers (“CPI-U”) “Unadjusted 12 Months Rate” for “All Items” for the 12 month period ending March 31, 2024 as prepared by the U.S. Bureau of Labor Statistics (the “Inflation Rate”) to evaluate pricing for the extension period of January 1, 2025 through December 31, 2025. In the event that the Inflation Rate is greater than 3% (three percent) or less than 0% (zero percent), the parties agree to negotiate in good faith to determine an appropriate pricing adjustment (if any) for the extension period of January 1, 2025 through December 31, 2025. The parties recognize that the review of the Inflation Rate may result in an increase in pricing, a decrease pricing, or no change to pricing.	Amendment 25 extends on terms and conditions with respect to scope/service delivery cost for the next year; Amendment 25 added/updated language.	16, 83 of 171
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.	20	With the execution of Amendment Number 25, 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, 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.	Amendment 25 extends terms and conditions with respect to address turnover requirements.	16, 84 of 171

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<p>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.</p> <p>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:</p> <p>i. Claims processing data entry.</p> <p>ii. Computer operations, including cycle monitoring procedures.</p> <p>iii. Controls and balancing procedures.</p> <p>iv. Exception claims processing.</p> <p>v. Other manual procedures.</p> <p>vi. Quality Control and Quality assurance procedures.</p> <p>vii. Documentation of the design change request and system development life cycle methodology.</p> <p>viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.</p> <p>ix. Use of reporting tools across the MMIS System's multiple platforms.</p> <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</p>	<p>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:</p> <p>i. Claims processing data entry.</p> <p>ii. Computer operations, including cycle monitoring procedures.</p> <p>iii. Controls and balancing procedures.</p> <p>iv. Exception claims processing.</p> <p>v. Other manual procedures.</p> <p>vi. Quality Control and Quality assurance procedures.</p> <p>vii. Documentation of the design change request and system development life cycle methodology.</p> <p>viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.</p> <p>ix. Use of reporting tools across the MMIS System's multiple platforms.</p> <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. The possible transition of Gainwell employees to successor contractor will be coordinated with Gainwell management to ensure the transition does not negatively impact Gainwell's ability to deliver under the Contract.</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</p>		
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	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 Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.		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.  All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.	21	With the execution of Amendment Number 25, 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.	Amendment 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	8, 86 of 171
	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.				
NEW		22	Provider Updates and Pharmacy Preferred Drug Lists will be distributed through <a href="http://www.LAMedicaid.com">www.LAMedicaid.com</a> .	Amendment 25 adds language to address provider updates and pharmacy preferred drug list.	8, 86 of 171
NEW		23	Gainwell will ensure MMIS EDI transactions are HIPAA compliant and follow the published standards located at <a href="https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm">https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm</a> . If a transaction is found to be out of published standards, LDH will submit an ECHO for research and correction.	Amendment 25 adds language to address Gainwell ensuring MMIS EDI transactions are HIPAA compliant.	8, 86 of 171
NEW		24	Requests from the Governor of the State of Louisiana, Louisiana Legislative Auditor (LLA) and/or the Louisiana Attorney General (AG) will be responded to within one business day, unless the request requires offsite record retrieval. General LDH requests will be responded to within three business days unless the request requires offsite record retrieval. For failure to meet the above guidelines, Contractor will be assessed liquidated damages of one hundred dollars (\$100) per occurrence.	Amendment 25 adds language to address liquidated damages with respect to Gainwell response to Governor, LLA, and AG request.	8, 86 of 171
NEW		25	For any LDH requests requiring offsite record retrieval, Contractor agrees to respond with data and documentation within seven business days of request.	Amendment 25 adds language to address offsite record retrieval.	8, 86 of 171
NEW		26	Gainwell will be assessed the following liquidated damages if a Managed Care Entity (MCE) data file is transmitted or downloaded by the incorrect MCE. Liquidated damages for this type of error will be assessed at one hundred dollars (\$100) per occurrence. This penalty applies to	Amendment 25 adds language to address liquidated damages with	8, 86 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension**  
**Amendment 25 – January 1, 2024 through December 31, 2024**

			an identified occurrence (security event) and is not influenced by the number of impacted members.	respect to MCE data file transmissions/downloads.	
NEW		27	<p>For non-EDI transactions, Gainwell will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) for each occurrence of a HIPAA violation resulting from Gainwell’s actions. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.</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 25 adds language to address liquidated damages with respect to non-EDI transactions HIPAA violations.	8, 86 of 171
			<p>Exhibit A</p> <p>For purposes of this Amendment 25 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 are 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 25 updates Exhibit A “Eliminated Requirements”	110 of 171



**Current Gainwell Technologies LLC Contract**

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

~~Unisys Corporation~~

~~The Contractor (Amendment 5)~~

~~DXC Technology Services LLC dba DXC MS LLC~~  
~~(Amendment 19)~~

~~Gainwell Technologies LLC (Amendment 23) (Amendment 24) (Amendment 25)~~

~~Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020~~  
~~Amendment 22 (2021) Amendment 23 (2022)~~  
~~Amendment 24 (2023) Amendment 25 (2024)~~

## Agreement

This Agreement (the “Amendment”) made as of April 30, 2004 **April 12, 2004 (Amendment 3) April 30, 2004 (Amendment 4)** by and between ~~Unisys Corporation~~, **DXC Technology Services LLC dba DXC MS LLC (Amendment 19) Gainwell Technologies LLC (Amendment 22) Gainwell Technologies LLC (Amendment 23) Gainwell Technologies LLC (Amendment 24) Gainwell Technologies LLC (Amendment 25)** (the “Contract”) a corporation, and the Louisiana Department of Health and Hospitals (the “Department”).

### Added with Amendment 25:

3. Article XXI – Designated Agent, is deleted in its entirety and replaced as follows: \_

- A. The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana.
- B. The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809.

4. With the execution of Amendment 25, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2024:

LDH Billing Schedule	Base Ops	PAI Project	FDB Medicaid / Drug Rebate Module	Total
Jan-24	\$4,153,022	\$39,390	\$27,009	\$4,219,421
Feb-24	\$4,153,022	\$39,390	-	\$4,192,412
Mar-24	\$4,153,022	\$39,390	-	\$4,192,412
Apr-24	\$4,153,022	\$39,390	-	\$4,192,412
May-24	\$4,153,022	\$39,390	-	\$4,192,412
Jun-24	\$4,153,022	\$39,390	-	\$4,192,412
Jul-24	\$4,153,022	\$39,390	-	\$4,192,412
Aug-24	\$4,153,022	\$39,390	-	\$4,192,412
Sep-24	\$4,153,022	\$39,390	-	\$4,192,412
Oct-24	\$4,153,022	\$39,390	-	\$4,192,412

Nov-24	\$4,153,022		\$39,390	-	\$4,192,412
Dec-24	\$4,153,022		\$39,390	-	\$4,192,412
Total	\$49,836,264		\$472,680	\$27,009	\$50,335,953

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:

<u>No. of Pages in Mailing*</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <small>(9 x 13 inches)</small>
One (1)-page mailing	\$0.99549	\$1.86937
Two (2)-page mailing	\$1.00380	\$1.88613
Three (3)-page mailing	\$1.02868	\$2.19129
Four (4)-page mailing	\$1.03527	\$2.20804
Five (5)-page mailing	\$1.06186	\$2.22480

*\* 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.

5. With the execution of this Amendment Number 25, 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.

6. With the execution of this Amendment Number 25, 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.
7. With the execution of Amendment Number 25, 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 was terminated March 2023 and replaced by ClaimsXten.
8. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 25 (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 25 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Four (24) to the Agreement.
9. 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.
10. With the execution of Amendment Number 25, the Contractor and the Department agree to terminate the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services.
11. With the execution of Amendment Number 25, 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.



12. With the execution of Amendment Number 25, 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 25, the Contractor and the Department agree to a continued requirement of electronic submission for all prior authorization requests and supporting information be submitted via e-PA.
14. With the execution of Amendment Number 25, 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.
15. With the execution of Amendment Number 25, 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.
16. With the execution of Amendment Number 25, 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.
17. With the execution of Amendment Number 25, 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.
18. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall provide an updated 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, 2024, 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.

19. With the execution of Amendment Number 25, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for an additional twelve (12) month period beyond December 31, 2024 (i.e., January 1, 2025 through December 31, 2025), based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations and PAI Maintenance and Operations will not increase through that one (1) twelve (12) month extension. Notwithstanding the foregoing, in April 2024 the parties will review the Consumer Price Index for All Urban Consumers (“CPI-U”) “Unadjusted 12 Months Rate” for “All Items” for the 12 month period ending March 31, 2024 as prepared by the U.S. Bureau of Labor Statistics (the “Inflation Rate”) to evaluate pricing for the extension period of January 1, 2025 through December 31, 2025. In the event that the Inflation Rate is greater than 3% (three percent) or less than 0% (zero percent), the parties agree to negotiate in good faith to determine an appropriate pricing adjustment (if any) for the extension period of January 1, 2025 through December 31, 2025. The parties recognize that the review of the Inflation Rate may result in an increase in pricing, a decrease pricing, or no change to pricing.
20. With the execution of Amendment Number 25, 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, 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. The possible transition of Gainwell employees to successor contractor will be coordinated with Gainwell management to ensure the transition does not negatively impact Gainwell's ability to deliver under the Contract.
- 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.

21. With the execution of Amendment Number 25, 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.
22. Provider Updates and Pharmacy Preferred Drug Lists will be distributed through [www.LAMedicaid.com](http://www.LAMedicaid.com).
23. Gainwell will ensure MMIS EDI transactions are HIPAA compliant and follow the published standards located at [https://www.lamedicaid.com/Provweb1/HIPAA/5010v\\_HIPAA\\_Index.htm](https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm). If a transaction is found to be out of published standards, LDH will submit an ECHO for research and correction.
24. Requests from the Governor of the State of Louisiana, Louisiana Legislative Auditor (LLA) and/or the Louisiana Attorney General (AG) will be responded to within one business day, unless the request requires offsite record retrieval. General LDH requests will be responded to within three business days unless the request requires offsite record retrieval. For failure to meet the above guidelines, Contractor will be assessed liquidated damages of one hundred dollars (\$100) per occurrence.
25. For any LDH requests requiring offsite record retrieval, Gainwell agrees to respond with data and documentation within seven business days of request.
26. Gainwell will be assessed the following liquidated damages if a Managed care Entity (MCE) data file is transmitted or downloaded by the incorrect MCE. Liquidated damages for this type of error will be assessed at one hundred dollars (\$100) per occurrence. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.
27. For non-EDI transactions, Gainwell will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) for each occurrence of a HIPAA violation resulting from Gainwell's actions. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.



All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

**Added with Amendment 24:**

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
Total	\$50,811,240	\$(603,000)	\$4,073,640	\$472,680	\$25,975	\$54,780,535

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:

No. of Pages in Mailing*	#10 Envelope	Flat Envelope (9 x 13 inches)
One (1)-page mailing	<u>\$0.98549</u>	<u>\$1.85937</u>
Two (2)-page mailing	<u>\$0.99380</u>	<u>\$1.87613</u>

<b>Three (3)-page mailing</b>	<b><u>\$1.01868</u></b>	<b><u>\$2.18129</u></b>
<b>Four (4)-page mailing</b>	<b><u>\$1.03527</u></b>	<b><u>\$2.19804</u></b>
<b>Five (5)-page mailing</b>	<b><u>\$1.05186</u></b>	<b><u>\$2.21480</u></b>

*\* Applies to mailings greater than 500 pieces*

**Pricing includes:**

- 4. Supplies – paper, toner, envelope, and mail machine ink**
- 5. USPS postage costs**
- 6. Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing**

**The above pricing assumes:**

- 3. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,**
- 4. 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.

1. 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.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

**Added with Amendment 23:**

3. With the execution of Amendment 23, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2022:

LDH Billing Schedule	Base Ops (incl. Legacy Prov. Enroll)	Prov Mgmt M&O	PAI Project	FDB Medicaid / Drug Rebate Module	Total
January 2022	\$4,107,582	\$326,215	\$37,852	\$25,000	\$4,496,649
February 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
March 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
April 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
May 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
June 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
July 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
August 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648

September 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
October 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
November 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
December 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
<b>Total</b>	<b>\$49,290,984</b>	<b>\$3,914,580</b>	<b>\$454,213</b>	<b>\$25,000</b>	<b>\$53,684,777</b>

**\* 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 Operations 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.

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																		
<table> <tr> <th><i>No. of Pages in Mailing*</i></th><th><i>#10 Envelope</i></th><th><i>Flat Envelope (9 x 13 inches)</i></th></tr> <tr> <td><i>One (1)-page mailing</i></td><td><i>\$0.86813</i></td><td><i>\$1.70813</i></td></tr> <tr> <td><i>Two (2)-page mailing</i></td><td><i>\$0.87627</i></td><td><i>\$1.72440</i></td></tr> <tr> <td><i>Three (3)-page mailing</i></td><td><i>\$0.90067</i></td><td><i>\$2.02067</i></td></tr> <tr> <td><i>Four (4)-page mailing</i></td><td><i>\$0.91693</i></td><td><i>\$2.03693</i></td></tr> <tr> <td><i>Five (5)-page mailing</i></td><td><i>\$0.93320</i></td><td><i>\$2.05320</i></td></tr> </table>			<i>No. of Pages in Mailing*</i>	<i>#10 Envelope</i>	<i>Flat Envelope (9 x 13 inches)</i>	<i>One (1)-page mailing</i>	<i>\$0.86813</i>	<i>\$1.70813</i>	<i>Two (2)-page mailing</i>	<i>\$0.87627</i>	<i>\$1.72440</i>	<i>Three (3)-page mailing</i>	<i>\$0.90067</i>	<i>\$2.02067</i>	<i>Four (4)-page mailing</i>	<i>\$0.91693</i>	<i>\$2.03693</i>	<i>Five (5)-page mailing</i>	<i>\$0.93320</i>	<i>\$2.05320</i>
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<i>Five (5)-page mailing</i>	<i>\$0.93320</i>	<i>\$2.05320</i>																		

**\* Applies to mailings greater than 500 pieces**

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.

- With the execution of this Amendment 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.
- 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 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.
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 Twenty-One (21) 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 are planned, development, implemented and maintained by engaging in discussion and providing historical context.
9. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.
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.

- 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.**
- 12. 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.**
- 13. With the execution of Amendment Number 23, the Contractor shall:**
  - a. Comply with all Federal and State laws, rules, regulations, policies, procedures, and manuals related to Medicaid NCCI files and/or the secure RISSNET portal.**
  - 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.**
  - 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.**
  - 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.**
  - 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.**
  - f. Not implement new, revised, or deleted Medicaid NCCI edits prior to the first day of the calendar quarter.**
  - 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.**
  - 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 provision 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.

- 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.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

**Added with Amendment 22:**

2. With the execution of Amendment 22, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2021.

Month of Service	Base Operational Services & Existing Provider Enrollment Services	Enhanced Provider Management Operations	Patient Access and Interoperability (PAI) Amount	Total
January, 2021	\$4,027,041	\$569,396	-	\$4,596,437
February, 2021	\$4,027,041	\$569,396	-	\$4,596,437
March, 2021	\$4,027,041	\$569,396	-	\$4,596,437
April, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
May, 2021	\$4,027,041	\$569,396	\$166,666.66	\$4,763,103.66
June, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
July, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
August, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
September, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
October, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
November, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
December, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
<b>Total</b>	<b>\$48,324,492</b>	<b>\$5,373,666</b>	<b>\$727,108.58</b>	<b>\$54,425,266.58</b>

\* Per Amendment 21, the Contractor will not bill LDH until the provider enrollment Maintenance and Operations phase begins.

\*\* Per this agreement, the Contractor will not bill LDH until the PAI Maintenance and Operations phase begins.

3. With the execution of Amendment 22, the Department is engaging the Contractor to obtain compliance with the 21<sup>st</sup> Century CURES Act and the Interoperability and Patient Access Final Rule by making patient claims/encounter, provider directory, and formulary data available to beneficiaries, as set forth in Exhibit A, which is attached hereto and made a part hereof.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

**Added with Amendment 21:**

3. With the execution of this Amendment Number 21, Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2021:

<b>2021</b>	<b>Base Operational Services</b>	<b>Existing Provider Enrollment Services</b>	<b>Enhanced Provider Management Operations (**)</b>	<b>Total</b>
January, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
February, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
March, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
April, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
May, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
June, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
July, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
August, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
September, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
October, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
November, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
December, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
<b>Total</b>	<b>\$47,820,492</b>	<b>\$504,000</b>	<b>**\$5,373,666</b>	<b>\$ 53,698,158</b>

**\*\* Per this agreement, the Contractor will not bill LDH until the Maintenance and Operations phase begins.**

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

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>i.e.</i> , postage for special mailings to providers and/or recipients less than 500 pieces)	January thru December	Actual amount of excess postage costs

<u>Provider/Recipient Mailings *</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> (9 x 13 inches)
<u>One (1)-page mailing</u>	<u>\$0.86813</u>	<u>\$1.70813</u>
<u>Two (2)-page mailing</u>	<u>\$0.87627</u>	<u>\$1.72440</u>
<u>Three (3)-page mailing</u>	<u>\$0.90067</u>	<u>\$2.02067</u>
<u>Four (4)-page mailing</u>	<u>\$0.91693</u>	<u>\$2.03693</u>
<u>Five (5)-page mailing</u>	<u>\$0.93320</u>	<u>\$2.05320</u>

\* Applies to mailouts greater than 500 pieces

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.

4. With the execution of this Amendment Number 21, 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 service levels for the services affected, but service credits will not be available for such service.

5. With the execution of this Amendment Number 21, 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 21, 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.

**Added with Amendment 20:**

2. With the execution of Amendment 20, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2020. This Amendment is limited to the first three (3) months of the Provider Management Services, as outlined in Exhibit A.

Month of Service	Amount (Unlimited Transactions)
January, 2020	\$3,985,041.00
February, 2020	\$3,985,041.00
March, 2020	\$3,985,041.00
April, 2020	\$3,985,041.00
May, 2020	\$3,985,041.00
June, 2020	\$3,985,041.00
July, 2020	\$3,985,041.00
August, 2020	\$3,985,041.00
September, 2020	\$3,985,041.00
October, 2020*	\$4,554,437.00
November, 2020*	\$4,554,437.00
December, 2020*	\$4,554,437.00
<b>Total</b>	<b>\$49,528,680.00</b>

- \* Pricing modified to add Provider Management Enhancement Phase 1 costing as identified in Exhibit A. Provider Management pricing is \$569,396 per month.

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

3. With the execution of Amendment 20, the Department is engaging the Contractor to obtain compliance with the Affordable Care Act and 21<sup>st</sup> Century CURES Act,

which require all Medicaid health care providers to be enrolled with the State Medicaid Agency, be subject to a risk-based screening, and be revalidated every five (5) years. This applies to both Fee-for-Service (FFS) and Managed Care Entity (MCE), which includes the Healthy Louisiana Plans and Dental Benefit Program Managers, providers.

4. With the execution of Amendment 20, in addition to the existing Provider Enrollment Services performed with respect to FFS, the Contractor will also provide the services with respect to FFS revalidation and MCE enrollment as set forth herein and in Exhibit A, which is attached hereto and made a part hereof. To the extent that there is a conflict between Amendment 20 and Exhibit A, Amendment 20 shall control.

5. Contractor's Responsibilities:

- a. The Contractor shall build a web-based portal to accommodate both revalidating FFS and enrolling MCE providers in Medicaid, which will be subject to User Acceptance Testing by the Department. The Contractor shall integrate an electronic signature option, extensive reporting features, technical help desk and communication to the providers, MCEs, and others as necessary.
- b. The web-based portal shall be pre-populated with provider data received from the Council for Affordable Quality Healthcare (CAQH), the seven (7) MCEs, and the FFS provider enrollment system upon UAT testing approval.
- c. The Contractor shall perform CMS risk-based screening utilizing their Screening as a Service tool on all providers upon submission of a new application or revalidation and assign a risk level on all providers.
- d. The Contractor shall perform CMS required site visits as part of the risk-based screening and may utilize tele-site visits if approved by CMS and the Department. Site visits will be completed within two (2) weeks once a risk level determination is assigned. All providers are assigned a risk level. The Contractor must be able to perform physical site visits if necessary.
- e. The Contractor shall provide agreed upon reports on number of complete enrollments, enrollments in process not yet completed, number of providers pre-populated that have not started the process, and new Medicaid enrollment applications received after pre-population of existing providers. These reports shall be ready upon initial enrollment and provided to the Department weekly or upon request.
- f. The Contractor shall send an e-mail or physical mail invitation to all providers

pre-populated in the web-based portal once the web-based portal is active. The Contractor shall send e-mails monthly and at minimum one additional physical mail invitation ninety (90) days after initial invitation was sent.

- g. The Contractor shall build and maintain a collection method for application fees that allows for non-cash payment method(s). Payments shall be deposited within twenty-four (24) hours of receipt.
- h. The Contractor shall continue to enroll, perform risk-based screening, and site visits continuously during and after the initial enrollment is completed. The Contractor will maintain three (3) weeks or less turnaround processing time on all applications in pipeline unless provider or the Department is responsible for holding the application.
- i. The Contractor shall hire and retain necessary staff in addition to its current provider enrollment staff to handle the increase in provider enrollment volume. The Contractor shall respond to all customer service calls, e-mails, or other forms of communication to assist providers with web-based portal technical inquiries and other inquiries transferred by the Department to the Contractor. The Contractor will be solely responsible for enrolling and notifying providers and all MCEs on a monthly or more frequent basis.
- j. The Contractor shall complete web-based portal and UAT testing ninety (90) days after Amendment 20 is executed. The Contractor shall begin enrolling providers on the 91<sup>st</sup> day after execution of Amendment 20 and continue enrolling providers until the end of the initial enrollment period, as determined by the Department. Upon termination of the initial enrollment period, claims submitted by a provider not enrolled with the Department will not be eligible for reimbursement.

**6. Department's Responsibilities:**

- a. The Department shall provide resources to handle all Tier I customer service calls. Tier I consists of all initial calls about application, policy, or other non-technical inquiries.
- b. The Department will implement an Interactive Voice Response phone system to handle incoming calls. This IVR system will have an option that will direct calls to the Contractor for web-based portal technical inquiries.
- c. The Department shall contract with an electronic signature vendor. This vendor will work with the Contractor to integrate their product into the Contractor's web-based portal.



- d. The Department will provide the Contractor with contact information for the Program Integrity Section Chief, who will function as the Contract Monitor. The Contract Monitor will review all deliverables submitted by the Contractor within thirty (30) days of submission. The Contract Monitor will review all deliverables to ensure each deliverable has been submitted timely and performance is in compliance with the terms of the Contract. The Contract Monitor will review invoices within fourteen (14) days of submission to determine whether the Contractor has satisfied all requirements of the Contract. Payment is contingent upon approval of the invoice by the Contract Monitor.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

**Added with Amendment 19:**

3. With the execution of this Amendment Number 19, “the Contractor,” LLC and the Department agree to a fixed payment schedule as follows for Extension Year 2020:

Month of Service	Amount (Unlimited Transactions)
January, 2020	\$3,985,041.00
February, 2020	\$3,985,041.00
March, 2020	\$3,985,041.00
April, 2020	\$3,985,041.00
May, 2020	\$3,985,041.00
June, 2020	\$3,985,041.00
July, 2020	\$3,985,041.00
August, 2020	\$3,985,041.00
September, 2020	\$3,985,041.00
October, 2020	\$3,985,041.00
November, 2020	\$3,985,041.00
December, 2020	\$3,985,041.00
Total	\$47,820,492.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

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

~~Amendment 20 (2020) & Amendment 21 (2021)~~ 9/11/2020  
~~Amendment 22 (2021) Amendment 23 (2022)~~  
~~Amendment 24 (2023) Amendment 25 (2024)~~

<b>Project Name</b>	<b>Month of Service Billing Amount</b>	<b>Monthly Charge</b>
<b>Excess Postage (i.e., postage for special mailings to providers and/or</b>	<b>January thru December</b>	<b>Actual amount of excess</b>

recipients in excess of 500 pieces)

postage costs

<b>Provider/Recipient Mailings*</b>	<b>#10 Envelope</b>	<b>Flat Envelope</b>
<b>One (1)-page mailing</b>	<b>\$0.84813</b>	<b>\$1.68813</b>
<b>Two (2)-page mailing</b>	<b>\$0.85627</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

- ☐ 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.

4. With the execution of this Amendment Number 19, “the Contractor,” and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, Contractor shall use commercially reasonable efforts to continue to meet service levels for the services affected, but service credits will not be available for such service.
5. With the execution of this Amendment Number 19, “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 the 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 Contractor.
6. With the execution of this Amendment Number 19, “the Contractor,” and the Department agree 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.

**Added with Amendment 18:**

3. With the execution of this Amendment Number 18, “the Contractor,” and the Department agree to a fixed payment schedule as follows for Extension Year 2019:

Month of Service	Amount (Unlimited)
January, 2019	\$3,979,403.00
February, 2019	\$3,979,403.00
March, 2019	\$3,979,403.00
April, 2019	\$3,979,403.00
May, 2019	\$3,979,403.00
June, 2019	\$3,979,403.00
July, 2019	\$3,979,403.00
August, 2019	\$3,979,402.00
September, 2019	\$3,979,402.00
October, 2019	\$3,979,402.00
November, 2019	\$3,979,402.00
December, 2019	\$3,979,402.00
Total	\$47,752,831.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

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

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage ( <i>i.e.</i> , postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs
Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813

<b>Two (2)-page mailing</b>	<b>\$0.85627</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

- ☐ 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.
4. With the execution of this Amendment Number 18, The Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, Contractor shall use commercially reasonable efforts to continue to meet service levels for the services affected, but service credits will not be available for such service.
  5. With the execution of this Amendment Number 18, 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 Contractor to provide, Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall 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 Contractor.
  6. With the execution of this Amendment Number 18, The Contractor and the Department agree 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.

**Added with Amendment 17:**

3. With the execution of this Amendment Number 17, Molina Information Systems, LLC and the Department agree to a fixed payment schedule as follows for Extension Year 2018:

<b>Month of Service</b>	<b>Amount (Unlimited)</b>
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<b>January, 2018</b>	<b>\$3,849,032.33</b>
<b>February, 2018</b>	<b>\$3,849,032.33</b>
<b>March, 2018</b>	<b>\$3,849,032.33</b>
<b>April, 2018</b>	<b>\$3,849,032.33</b>
<b>May, 2018</b>	<b>\$3,849,032.33</b>
<b>June, 2018</b>	<b>\$3,849,032.33</b>
<b>July, 2018</b>	<b>\$3,849,032.33</b>
<b>August, 2018</b>	<b>\$3,849,032.33</b>
<b>September, 2018</b>	<b>\$3,849,032.34</b>
<b>October, 2018</b>	<b>\$3,849,032.34</b>
<b>November, 2018</b>	<b>\$3,849,032.34</b>
<b>December, 2018</b>	<b>\$3,849,032.34</b>
<b>Total</b>	<b>\$46,188,388.00</b>

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

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

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

<b>Provider/Recipient Mailings*</b>	<b>#10 Envelope</b>	<b>Flat Envelope</b>
<b>One (1)-page mailing</b>	<b>\$0.84813</b>	<b>\$1.68813</b>
<b>Two (2)-page mailing</b>	<b>\$0.85627</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

- ☐ 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.

4. With the execution of this Amendment Number 17, The Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, Contractor shall use commercially reasonable efforts to continue to

meet service levels for the services affected, but service credits will not be available for such service.

5. With the execution of this Amendment Number 17, Molina Information Systems, LLC 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 Contractor to provide, Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall 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 Contractor.
6. With the execution of this Amendment Number 17, The Contractor and the Department agree 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.

**Added with Amendment 16:**

3. With the execution of this Amendment 16, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2017:

Month of Service	Amount Billed to DHH
January	\$3,849,773.50
February	\$3,849,773.50
March	\$3,849,773.50
April	\$3,849,773.50
May	\$3,849,773.50
June	\$3,849,773.50
July	\$3,849,773.50
August	\$3,849,773.50
September	\$3,849,773.50
October	\$3,849,773.50

<b>November</b>	<b>\$3,849,773.50</b>
<b>December</b>	<b>\$3,849,773.50</b>
<b>Total</b>	<b>\$46,197,282.00</b>

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

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

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

<b>Provider/Recipient Mailings*</b>	<b># 10 Envelope</b>	<b>Flat Envelope</b>
<b>One (1)-page mailing</b>	<b>\$0.84813</b>	<b>\$1.68813</b>
<b>Two (2)-page mailing</b>	<b>\$0.85627</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

\*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.

4. With the execution of this Amendment Number 16, The Contractor and the Department agree that in the event that the service requirements exceed any of the forecasted transactions set forth above, Contractor shall use commercially reasonable efforts to continue to meet service levels for the service affected by the excess transactions, but service credits will not be available for such service.

5. With the execution of this Amendment Number 16, The Contractor and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under the SFP and the Agreement, in which case the

Contractor's reimbursement amount will be renegotiated by the parties. Upon such assumption, then as between the parties, the Department shall bear the responsibility for the quality, accuracy and timeliness of the assumed

responsibilities and all data derived therefrom. The Department may assign such functions to third parties in the Department's discretion, provided that such third parties are not a competitor of Contractor and, provided further, that the Department shall not provide such third parties with Contractor's proprietary or confidential information.

6. With the execution of this Amendment Number 16, The Contractor, and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 50 I 0 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.

**Added with Amendment 15:**

3. With the execution of this Amendment 15, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2016:

Month of Service	Amount Billed to DHH
January	\$3,849,773.50
February	\$3,849,773.50
March	\$3,849,773.50
April	\$3,849,773.50
May	\$3,849,773.50
June	\$3,849,773.50
July	\$3,849,773.50
August	\$3,849,773.50
September	\$3,849,773.50
October	\$3,849,773.50
November	\$3,849,773.50
December	\$3,849,773.50
<b>Total</b>	<b>\$46,197,282.00</b>



The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. For any transaction (paid or adjusted) that exceeds the total of \$125,753,321 during the contract period, the Department will be billed \$0.36736 per transaction.

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

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

Provider/Recipient Mailings*	# 10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85637	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

\*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.

4. With the execution of this Amendment Number 15, the Contractor and the Department agree that in the event that the service requirements exceed any of the forecasted transactions set forth above, Contractor shall use commercially reasonable efforts to continue to meet service levels for the service affected by the excess transactions, but service credits will not be available for such service.
5. With the execution of this Amendment Number 15, the Contractor and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under the SFP and the Agreement, in which case the Contractor's reimbursement amount will be renegotiated by the responsibilities and all data derived therefrom. The Department may assign such functions to third parties in the Department's discretion, provided that such third parties are not a competitor of Contractor and, provided further, that the Department shall not provide such third parties with Contractor's proprietary or confidential information.

6. With the execution of this Amendment Number 15, The Contractor and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 50 I 0 and NCPDP D.0/3.0 implementation and operation executed on August 31, 20 I 0, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

**Added with Amendment 14:**

17. With the execution of this Amendment Number 14, the Contractor and the Department agree that the personnel qualification requirements specified in the Solicitation for Proposal Number 21814088, dated November 4, 2003 (the "SFP"), Sections 2.4.3.1(1)(B), 2.4.3.1(2)(B), 2.4.3.1(3)(B), 2.4.3.1(4)(B), 2.4.3.1(5)(B), 2.4.3.1(6)(B), 2.4.3.1(7)(B), 2.4.3.1(8)(B), 2.4.3.1(9)(B), 2.4.3.1(10)(B), 2.4.3.1(11)(B), and the specific experience requirements in Section 2.4.3.2 have been waived. In addition, the parties agree to revise the necessary positions listed in Section 2.6.4.1 to reflect personnel sufficient to properly operate the LMMIS for the remainder of the contract term. Notwithstanding the foregoing waiver and personnel adjustments, the Contractor, acknowledges and agrees that all existing service levels not directly related to the potential waived qualifications and experience in the aforementioned sections will remain in full force and effect.
18. With the execution of this Amendment Number 14, the Contractor and the Department agree that in the event that the service requirements exceed any of the forecasted transactions set forth above, Contractor shall use commercially reasonable efforts to continue to meet service levels for the service affected by the excess transactions, but service credits will not be available for such service.
19. With the execution of this Amendment Number 14 the Contractor and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under the SFP and the Agreement, in which case the Contractor's reimbursement amount will be renegotiated by the responsibilities and all data derived therefrom. The Department may assign such functions to third parties in the Department's discretion, provided that such third parties are not a competitor of Contractor and, provided further, that the Department shall not provide such third parties with Contractor's proprietary or confidential information.
20. With the execution of this Amendment Number 14, the Contractor and the Department agree to extend the terms and conditions of Amendment One (I) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 50I0 and NCPDP D.0/3.0 implementation and operation executed on August 31, 20 I

0, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

22. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 14 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements (Amendment 14).

**Added with Amendment 13:**

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for the T-MSIS Project- DDI Extension, which is made a part of this Amendment as Attachment A hereto. The T-MSIS Project DDI Extension SOW (Attachment A) includes completion of the Design, Development and Implementation (DDI) and Operations Project Work Plan.
2. Payment by the Department to the Contractor for the extended DDI effort required for the T-MSIS implementation in the amount of \$395,808. T-MSIS operational support for the duration of the contract shall be provided by the Contractor at no additional cost, unless the parties agree to revise as necessary the personnel requirements specified in the SOW to sufficiently provide T-MSIS operational support. For purposes of this Amendment Thirteen (13), through December 31, 2014.
3. The total amount of all payments by the Department pursuant to this Amendment Thirteen (13) shall not exceed the Contractor's proposed total firm fixed price of \$395,808. satisfactorily received by the Department in accordance with the SOW and timelines in the final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services. Performance standards in SFP Section 2.10, and liquidated damages in SFP Section 5.3.1, shall be extended to services contracted under this Amendment 13.
5. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for the T-MSIS Project and services described herein for Option Year 2014. The costs specified in this Amendment Thirteen (13) are the total costs which will be paid for the T-MSIS Project and services. No annual adjustments shall be made to increase those costs.

6. If for any reason the current Agreement between the Department and the Contractor is terminated or there is a successful transition of the MMIS, as determined by the Department, to a new fiscal intermediary, all equipment, software, licensure and access purchased for the T- MSIS Project will be transferred to the Department or its designated agent at no additional cost to the Department, except as provided in this clause 6. In addition, all T-MSIS processes and information currently in development will be transferred at no additional costs. Monthly payments by the Department for T-MSIS products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.
  7. If the current Agreement is cancelled by the Department for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31 , 2014, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to purchased software, licensure and access obtained in accordance with and in order to perform the Scope of Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.
  8. The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent federal financial participation (FFP). The Department agrees that the information in the system will be safeguarded in accordance with 42 C.F.R. Part 431, Subpart F.
- Standards" as enacted in 42 C.F.R. Part 433, Subpart C. These new standards give CMS the right to reuse, in another State, any software that is developed for a specific State at 90 percent enhanced funding.
9. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 13).

**Added with Amendment 12:**

2. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree to payment of Per Member Per Month (PM PM)/Administrative Claim Lines at a rate of \$0.25 per line for Option Year 2014. For purposes of this contract, the PM PM/Administrative claim line is defined as a line item of a document or electronic media claim which tracks the per-



member, per-month rate paid to a Managed Care Organization by the Department for the provision of medical services to Bayou Health, Louisiana Behavioral Health Partnership, and Program of All-Inclusive Care for the Elderly (PACE) managed care members. A paid PMPM/Administrative claim line is one which succeeds in passing through Adjudication described in SFP Section 2.7.4.2.2 and is paid. The per PMPM/Administrative line reimbursement shall cover all of the services associated with the implementation and operation of processing detail encounters and generating capitation payments for various benefit packages and capitation rates. The Contractor shall be paid by the Department for the total processing count of paid, original PMPM/Administrative claim lines. Contractor shall not be paid for (1) Voids/adjustments to previously paid claims, (2) Denied claims, and (3) All claims requiring reprocessing due to Contractor errors.

3. With the execution of this Amendment Number 12, Molina Information Systems, LLC agrees to designate one (1) dedicated full-time manager and one (1) dedicated full-time system analyst to also serve as a backup transition manager with access to support staff to facilitate the transition of the MMIS System to the Department or a successor Contractor at a mutually agreed upon date for this Amendment Number 12 at no additional cost.
4. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree that the personnel qualification requirements specified in SFP Sections 2.4.3.1 (1)(B), 2.4.3.1 (2)(B), 2.4.3.1 (3)(B), 2.4.3.1 (4)(B), 2.4.3.1 (5)(B), 2.4.3.1 (6)(B), 2.4.3.1 (7)(B), 2.4.3.1 (8)(B), 2.4.3.1 (9)(B), 2.4.3.1 (10)(B), 2.4.3.1 (11)(B), and the specific experience requirements in Section 2.4.3.2 may be waived upon Molina's request and with the Department's permission, not to be unreasonably withheld. In addition, the parties agree to revise the necessary positions listed in Section 2.4.3.1 to reflect personnel sufficient to properly operate the LMMIS for the remainder of the contract term. Notwithstanding the foregoing waiver and personnel adjustments, Molina Information Systems, LLC, acknowledges and agrees that all existing service levels not directly related to the potential waived qualifications and experience in the aforementioned sections will remain in full force and effect.
5. Implementation of Managed Care Programs in Louisiana Medicaid has rendered unnecessary the activities performed by the Contractor for the KIDMED program beginning July 1, 2014. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree to eliminate these services and staffing levels required to support these services effective July 1, 2014.
6. Implementation of Managed Care Programs in Louisiana Medicaid has reduced the work load involved for performing the Continuation of Hospital Pre-Certification/LOS Acute Care Program. With the execution of this Amendment

Number 12, Molina Information Systems, LLC and the Department agree to a reduced rate or \$140,797.34 monthly for these services in Option Year 2014 effective January 1, 2014.

7. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under this SFP in which case the Contractor's reimbursement amount will be renegotiated based on the reduction in cost to Contractor of performing the services remaining with Contractor. Upon such assumption, then as between the parties, the Department shall bear the responsibility for the quality, accuracy and timeliness of the assumed responsibilities. The Department may assign such functions to third parties in the Department's discretion, provided the Department shall not provide such third parties with Contractor's proprietary or confidential information.
8. With the execution of this Amendment Number 12, The Contractor and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck and McKesson InterQual Phase 1 executed on August 5, 2009, Amendment Four(4) for McKesson InterQual Phase 2 executed on May 6, 2010, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, Amendment Ten (10) for implementation and operations of a Transformed Medicaid Statistical Information System (T-MSIS) executed on September 24, 2013, and Amendment Eleven (11) for the implementation and operation of the ICD-10 CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

**Added with Amendment 11:**

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for ICD-10 CM and ICD-10 PCS Crosswalk Solution Implementation and Operations, which is made a part of this Amendment as Attachment A hereto. The ICD-10 CM and ICD-10 PCS Crosswalk Solution SOW (Attachment A) includes the design, development and implementation (DDI) Project Work Plan.
2. Payment by the Department to the Contractor for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation and operation shall be: for year one (1), \$2,103,749.00; for year two (2), \$6,874,276.00; and for DHH-requested outreach and training costs as outlined in Clause 3, a maximum of \$100,000.00. For purposes of this Amendment Eleven (11), "year one (1) "shall be the period from the effective date of this amendment through December 31, 2013. "Year two

(2)" shall be the period from January 1, 2014 through December 31, 2014. The continuation of this Amendment Eleven (11) to the Agreement beyond year one (1) is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.

3. Payment by the Department to the Contractor for the costs of outreach and training activities related to the ICD-10 CM and ICD-10 PCS Crosswalk Solution and not provided for in the Agreement shall not exceed \$100,000.00. Such outreach and training activities shall be conducted at the request and with the prior approval of the Department. The costs shall be billed as pass-through charges and invoiced separately by Contractor on an as-needed basis.
4. The total amount of all payments by the Department pursuant to Clause 2 of this Amendment Eleven (11) shall not exceed the Contractor's proposed total firm fixed price of \$2,103,749.00 for year one (1) which is the Agreement fourth option year ending 2013, \$6,874,276.00 for year two (2) which is the Agreement fifth option year ending 2014, except that additional payments totaling up to \$100,000.00 for DHH-requested outreach and training activities as described in Clause 3 above shall be billed in either Year one (1) or Year two (2) at the option of DHH.
5. The total amount of all payments to be made by the Department under Amendment Seven (7) was not to exceed \$18,221,291, of which \$6,981,683.90 has already been paid to the Contractor. This Amendment Eleven (11) cancels any further payments to the Contractor under Amendment Seven (7).
6. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables and services satisfactorily received by the Department in accordance with the SOW and timelines in final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services. Performance standards in SFP Section 2.10, and liquidated damages in SFP Section 5.3.1 shall be extended to services contracted under this Amendment 11.
7. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation, products and services described herein for Option Year 2014. The costs specified in this Amendment Eleven (11) are the total costs which will be paid for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation, operation, products and services. No annual adjustments shall be made to increase those costs.

8. If for any reason the current Agreement between DHH and Molina is terminated or there is a successful transition of the MMIS, as determined by DHH, to a new fiscal intermediary, all ICD- 10 CM and ICD-10 PCS Crosswalk Solution purchased equipment, software, licensure and access will be transferred to the DHH or its designated agent at no additional cost to the Department, except as provided in this Clause 8. In addition, all ICD-10 CM and ICD-10 PCS Crosswalk Solution processes and information currently in development will be transferred at no additional costs. Monthly payments by the Department for ICD-10 Crosswalk Solution implementation products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.

If the current Agreement is cancelled by DHH for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31, 2014, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to purchased software, licensure and access obtained in accordance with and in order to perform the Scope of Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.

9. The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent federal financial participation (FFP). The Department agrees that the information in the system will be safeguarded in accordance with 42 C.F.R. Part 431, Subpart F. The Contractor agrees to comply with the Centers for Medicare and Medicaid Services' (CMS) "Enhanced Funding Requirements: Seven Conditions and Standards" as enacted in 42

C.F.R. Part 433, Subpart C. These new standards give CMS the right to reuse, in another State, any software that is developed for a specific State at 90 percent enhanced funding.

10. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 11).

**Added with Amendment 10:**

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for the T-MSIS Project, which is made a part of this Amendment as Attachment A hereto. The T-MSIS Project SOW



(Attachment A) includes the Design, Development and Implementation (DDI) and Operations Project Work Plan.

2. Payment by the Department to the Contractor for T-MSIS implementation shall be; for year one (1) \$399,229.18, for year two (2) \$845,433.49. T-MSIS operational support for the duration of the contract shall be provided by the Contractor at no additional cost, unless the parties agree to revise as necessary the personnel requirements specified in the SOW to sufficiently provide T-MSIS operational support. For purposes of this Amendment Ten (10), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2013. "Year two (2)" shall be the period from January 1, 2014 through December 31, 2014. The continuation of this Amendment Ten (10) to the Agreement beyond year one (1) is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
3. The total amount of all payments by the Department pursuant to this Amendment Ten (10) shall not exceed the Contractor's proposed total firm fixed price of \$399,229.18 for year one (1) which is the Agreement fourth option year ending 2013, \$845,433.49 for year two (2) which is the Agreement fifth option year ending 2014.
4. Payments will be made monthly for the duration of the DDI phase based on the delivery and Department approval of monthly invoices for deliverables and services satisfactorily received by the Department in accordance with the SOW and timelines in the final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services. Performance standards in SFP Section 2.10, and liquidated damages in SFP Section 5.3.1, shall be extended to services contracted under this Amendment 10.
5. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for the T-MSIS Project and services described herein for Option Year 2014. The costs specified in this Amendment Ten (10) are the total costs which will be paid for the T-MSIS Project and services. No annual adjustments shall be made to increase those costs.
6. If for any reason the current Agreement between DHH and Molina is terminated or there is a successful transition of the MMIS, as determined by DHH, to a new fiscal intermediary, all equipment, software, licensure and access purchased for the T-MSIS Project will be transferred to DHH or its designated agent at no additional cost to the Department, except as provided in this clause 6. In addition, all T-MSIS processes and information currently in development will be transferred at no additional costs.

Monthly payments by the Department for T-MSIS products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.

If the current Agreement is cancelled by DHH for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31, 2014, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to purchased software, licensure and access obtained in accordance with and in order to perform the Scope or Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.

7. The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent federal financial participation (FFP). The Department agrees that the information in the system will be safeguarded in accordance with 42 C.F.R. Part 431, Subpart F. The Contractor agrees to comply with the Centers for Medicare and Medicaid Services' (CMS) "Enhanced Funding Requirements: Seven Conditions and Standards" as enacted in 42 C.F.R. Part 433, Subpart C. These new standards give CMS the right to reuse, in another State; any software that is developed for a specific State at 90 percent enhanced funding. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect
8. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 10).

**Added with Amendment 9:**

2. With the execution of this Amendment Number 9, The Contractor and the Department agree to payment of Per Member Per Month (PMPM) Administrative Claim Lines at a rate of \$0.25 per line for Option Year 2013 and retroactively for payments withheld starting July 1, 2012. For the purposes of this contract, the PMPM/Administrative claim line is defined as a line item of a document or electronic media claim which tracks the per-member, per-month rate paid to a Managed Care Organization by the Department for the provision of medical services to Managed Care (i.e., Bayou Health or Louisiana Behavioral Health Partnership) members. A paid PMPM/Administrative claim line is one which succeeds in passing through Adjudication described in SFP Section 2.7.4.2.2, and is paid. The per PMPM/Administrative line reimbursement shall cover all of the services associated

with the implementation and operation of processing detail encounters and generating capitation payments for various benefit packages and capitation rates. The Contractor shall be paid by the Department for the total processing count of paid, original PMPM/Administrative claim lines. Contractor shall not be paid for (1) Voids/adjustments to previously paid claims, (2) Denied claims, and (3) All claims requiring reprocessing due to Contractor errors.

3. With the execution of this Amendment Number 9, The Contractor agrees to designate one (1) dedicated full-time manager with access to support staff to facilitate the transition to the Department or a successor Contractor within two weeks of the effective date of this Amendment Number 9 at no additional cost.
4. With the execution of this Amendment Number 9, Molina Information Systems, LLC, and the Department agree that the personnel qualification requirements specified in SFP Sections 2.4.3.1(7)(B), 2.4.3.1(2)(B), 2.4.3.1(3)(B), 2.4.3.1(4)(B), 2.4.3.1(5)(B), 2.4.3.1(6)(B), 2.4.3.1(7)(B), 2.4.3.1(8)(B), 2.4.3.1(9)(B), 2.4.3.1(10)(B) and 2.4.3.1(11)(B), and the specific experience requirements in Section 2.4.3.2 may be waived upon Molina's request and with the Department's permission, not to be unreasonable withheld. In addition, the parties agree to revise as necessary the positions listed in Section 2.4.3.1 to reflect personnel sufficient to properly operate the LMMIS for the remainder of the contract term. Notwithstanding the foregoing waiver and personnel adjustments, the Contractor, acknowledges and agrees that all existing service levels not directly related to the potential waived qualifications and experience in the aforementioned sections will remain in full force and effect.
5. Implementation of Managed Care Programs in Louisiana Medicaid has rendered unnecessary the activities performed by the Contractor for Radiology Utilization Management. With the execution of this Amendment Number 9, The Contractor and the Department agree to eliminate these services and staffing levels required to support these services effective January 1, 2013.
6. With the execution of this Amendment Number 9, Molina Information Systems, LLC, and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under this SFP in which case the Contractor's reimbursement amount will be renegotiated based on the reduction in cost to Contractor of performing the services remaining with Contractor. Upon such assumption, then as between the parties, the Department shall bear the responsibility for the quality, accuracy and timeliness of the assumed responsibilities. The Department may assign such functions to third parties in the Department's discretion, provided that the Department shall not provide such third parties with Contractor's proprietary or confidential information.

7. With the execution of this Amendment Number 9, The Contractor and the

Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck and McKesson InterQual Phase 1 executed on August 5, 2009, Amendment Four (4) for McKesson InterQual Phase 2 executed on May 6, 2010, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010 and Amendment Eight (8) for McKesson ClaimCheck, McKesson InterQual Phase 2. HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on December 14, 2011 encompassing the period of January 1, 2013 through December 31, 2013.

All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect

8. Appendix C to the Agreement is amended to read as follows: Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to nine (1 – 9) year period at the discretion of the Department (Amendment 9).

**Added with Amendment 8:**

2. With the execution of this Amendment Number 8, Molina Information Systems, LLC and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck and InterQual implementations and operations executed on August 5, 2009; Amendment Two (2) for Radiology Utilization Management implementation and operation executed October 27, 2009; Amendment Four (4) for McKesson InterQual, Phase 2 implementation and operation executed on May 6, 2010; and Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010 encompassing the period of January 1, 2012 through December 31, 2012.
3. Appendix C to the Agreement is amended to read as follows: Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to eight (1 – 8) year period at the discretion of the Department (Amendment 8).

**Added with Amendment 7:**

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for ICD-10 CM and ICD-10 PCS Crosswalk Solution Implementation, which is made a part of this Amendment as Attachment A hereto. Payment by the Department to the Contractor for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation shall be; for year one (1) \$ 3,489,569.00 and year two (2) \$10,201,799.00 and year three (3) \$4,466,664.00 and for year four (4) \$63,259.00. Continuation of this project beyond year four (4) shall be at



the option of the Department. The ICD-10 CM and ICD-10 PCS Crosswalk Solution SOW (Attachment A) includes the design, development and implementation (DDI) Project Work Plan.

2. The total amount of all payments by the Department pursuant to this Amendment Seven (7) shall not exceed the Contractor's proposed total firm fixed price of \$3,489,569.00 for year one (1) which is the Agreement second option year ending 2011, \$10,201,799.00 for year two (2) which is the Agreement third option year ending 2012, \$4,466,664.00 for year three (3) which is the Agreement fourth option year ending 2013 and \$63,259.00 for year four (4) which is the Agreement fifth option year ending 2014. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables and services satisfactorily received by the Department in accordance with the SOW and timelines in final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services.
3. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for ICD- 10 CM and ICD-10 PCS Crosswalk Solution implementation, products and services described herein for Option Years 2011, 2012, 2013, and 2014. The costs specified in this Amendment Seven (7) are the total costs which will be paid for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation, products and services. No annual adjustments shall be made to increase those costs for Option Years 2011, 2012, 2013, and 2014.
4. If for any reason the current Agreement between DHH and Molina is terminated or there is a successful transition of the MMIS, as determined by DHH, to a new fiscal intermediary, all ICD-10 CM and ICD-10 PCS Crosswalk Solution purchased equipment, software, licensure and access will be transferred to the DHH or its designated agent at no additional cost to the Department, except as provided in this clause 4. In addition, all ICD-10 CM and ICD-10 PCS Crosswalk Solution processes and information currently in development will be transferred at no additional costs. Monthly payments by the Department for ICD-10 Crosswalk Solution implementation products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.

If the current Agreement is cancelled by DHH for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31, 2011, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to

purchased software, licensure and access obtained in accordance with and in order to perform the Scope of Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.

5. For purposes of this Amendment Seven (7), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2011. "Year two (2)" shall be the period from January 1, 2012 through December 31, 2012, year three (3) shall be January 1, 2013 thru December 31, 2013, and year four (4) shall be January 2014 thru June 2014.
6. The continuation of this Amendment Seven (7) to the Agreement beyond December 31, 2011 is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
7. The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent FFP. The Department agrees that the information in the system will be safeguarded in accordance with subpart F, part 431 of Chapter IV Subchapter C of Title 42 of the Code of Federal Regulations. The Contractor agrees to comply with the regulatory changes that are in 42 C.F.R. 433 Subpart C, Enhanced Funding Requirements: Seven Conditions and Standards. This new regulation gives CMS the right to reuse, in another State; any software that is developed for a specific state at 90% enhanced funding.
8. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 7).

**Added with Amendment 6:**

2. Appendix C to the Agreement is amended to read as follows:  
Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to seven (1 – 7) year period at the discretion of the Department (Amendment 6).

**Added with Amendment 5:**

1. The Agreement is hereby amended to incorporate requirements described in the Contractor Statement of Work (SOW) for HIPAA Standards 5010 and NCPDP D.0/3.0 dated May 21, 2010 and made a part hereof as Statement of Work. Payments made by the Department to Contractor for the HIPAA Standards 5010 and NCPDP D.0/3.0

for design, development and implementation (DDI) shall be for year one (1) \$3,328,852; and year two DDI (2) \$5,825,492 for a total of \$9,154,344. The Statement of Work for Phase 1 (Attachment A) includes the design, development and implementation (DDI) project work plan.

2. Payments will be made monthly based on the delivery of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and timelines in the final work plan. If deliverables are not received in accordance with the said timelines and SOW requirements, the Department may withhold payment until the attached SOW required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables.
3. The Contractor shall comply with Article IX of the Agreement in providing letters of agreement or some other form of commitment which demonstrates the HIPAA Standards 5010 and NCPDP D.0/3.0 subcontractor's willingness to undertake its portion of this contract for services related to this Amendment..
4. The continuation of this Amendment Five (5) to the Agreement beyond December 31, 2010, is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
5. For purposes of this Amendment Five (5), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2010 "Year two (2)" shall be the period from January 1, 2011 through December 31, 2011.
6. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect. However, notwithstanding any other

provision of the contract, the amounts in paragraph (1) of this Amendment are the totals which will be paid for the HIPAA Standards 5010 and NCPDP D.0/3.0 work set forth in the Statement of Work (Amendment 5).

**Added with Amendment 4:**

1. The Agreement is hereby amended to incorporate requirements described in Unisys proposal for McKesson InterQual, Phase 2 Implementation. Payment by the Department to Unisys for McKesson InterQual Phase 2 implementation shall be for year one (1) \$1,644,129; and for year two (2) \$893,634; continuation of this project beyond the year one (1) and/or year two (2) shall be at the option of the Department. The InterQual Statement of Work (SOW) for Phase 2 (Attachment A) includes the DDI project work plan.
2. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and timelines in Attachment A.
3. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for McKesson InterQual Phase 2 implementation, products and services described herein for Option Years 2010 and 2011. The costs specified in this Amendment Four (4) are the total costs which will be paid for the implementation, products and services; no annual adjustments shall be made to increase those costs for Option Years 2010 and 2011.
4. For purposes of this Amendment Four (4), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2010. "Year two (2)" shall be the period from January 1, 2011 through December 31, 2011.
5. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 4).

**Added with Amendment 3:**

2. Appendix C to the Agreement is amended to read as follows:  
Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to six (1 – 6) year period at the discretion of the Department (Amendment 3).

**Added with Amendment 2:**

1. 1. The Agreement is hereby amended to incorporate requirements described in the Unisys Statement of Work for Radiology Utilization Management dated October 20,



2009 and made a part of hereof as Statement of Work, Addendum 1. The Radiology Utilization Management proposals total \$9,584,778 for twenty-six (26) months (November 1, 2009 through December 31, 2011). The Statement of Work and Project Work Plan is attached.

2. The total amount of all payments by the Department pursuant to Amendment Two (2) shall not exceed the contractor's proposed total firm fixed price of (A) \$243,925 for the design, development, and implementation (DDI) over 3 months from November 1, 2009 through January 31, 2010; (B) for year one of Radiology Utilization Management operations, the total firm fixed price of \$4,628,078 will be paid monthly at \$420,734.36 for eleven (11) months from February through December 2010; and (C) the total fixed price for operations for year two (2) shall be \$4,712,776 with monthly payments of \$392,731.33 for twelve (12) months. Payments will be made based on the delivery and Department approval of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and Project Work Plan. The overall cost of the twenty six (26) month contract amendment will not change. If deliverables are not received in accordance with the Statement of Work and Project Work Plan and the non-receipt of the deliverables is the sole fault of the Contractor and not of the Radiology Utilization Management Subcontractor, DHH may withhold payment until the required deliverables have been received and approved by DHH. The Department will not unreasonably delay approval of deliverables, and to this end, the Department and the Contractor agree that Department action as to a deliverable will be taken within ten (10) calendar days of the Department's receipt of the deliverable. If Department action is not taken within ten (10) calendar days, the deliverable will be deemed approved.
3. The Contractor will be in compliance of Article IX of the Agreement between the Department of Health and Hospitals (DHH) and Unisys in providing letters of agreement or some other form of commitment which demonstrates the Radiology Utilization Management subcontractor's willingness to undertake its portion of this contract for services related to this Amendment.
4. The continuation of this Amendment Two (2) to the Agreement beyond the December 31, 2009 date is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
5. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 2).

**Added with Amendment 1:**

- 1. The Agreement is hereby amended to incorporate requirements described in Unisys proposals for McKesson ClaimCheck Implementation and McKesson InterQual attachments A-C hereto. Payment by the Department to Unisys for McKesson ClaimCheck implementation shall be for year one (1) \$2,186,849 and year two (2) \$2,262,652; continuation of this project beyond years one (1) and two (2) shall be at the option of the Department; payment for 2011 shall not exceed \$2,287,976 if the option for 2011 is exercised. The ClaimCheck Statement of Work (Attachment A) which includes the DDI Project Work Plan is attached. Payment by the Department for McKesson InterQual implementation shall be for year one (1) \$1,518,669 and year two (2) \$975,369; continuation of this project beyond years one (1) and two (2) shall be at the option of the Department and payment for 2011 shall not exceed \$1,066,300 if the option for 2011 is exercised. The InterQual Statement of Work (Attachment B) which includes the DDI Project Work Plan is attached.**
- 2. The total amount of all payments by the Department pursuant to Amendment One (1) shall not exceed the Contractor's proposed total firm fixed price of \$6,943,539 for 2009 and the first option year of 2010; should the Department exercise its option for 2011, the price for 2011 shall not exceed \$3,354,276. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and timelines in Attachments A & B. If deliverables are not received in accordance with the said timelines and SOW requirements, DHH may withhold payment until the required deliverables have been received and approved by DHH. DHH will not unreasonably delay approval of deliverables.**
- 3. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for McKesson InterQual or McKesson ClaimCheck implementation, products and services described herein for Option Years 2010 and 2011. The costs specified in this Amendment One are the total costs which will be paid for the implementation, products and services; no annual adjustments shall be made to increase those cost for Option Years 2010 and 2011.**
- 4. Each monthly InterQual invoice will be subject to a retainage of five percent (5%) of the total monthly invoice until the condition in this paragraph is met. For InterQual, savings of at least five million dollars (\$5,000,000) shall be realized before retainage is terminated. The savings shall be verified by DHH based on data of a given time period of three (3) months per implementation compared to three (3) months post implementation of two consecutive years using the mutually agreed upon methodology (Attachment C). The period of time for determination of savings shall begin two months after Post Implementation Review and conclude once DHH determines at least five million dollars (\$5,000,000) in savings has been accomplished. If the Department determines, based on information or reports provided with monthly invoices, that five**

**million dollars (\$5,000,000) in savings has occurred, the Department will return the retainage to the Contractor at that time. Once the full retainage has been returned to Contractor as a result of meeting the savings requirement of this clause, future invoices related to the McKesson InterQual implementation will not be subject to the retainage set forth herein.**

**In the event of a natural or man-made disaster which results in a declaration of emergency by the Governor and/or the President and which results in closure of hospitals in Louisiana during year one (1) or year two (2) of this Amendment and which is a proximate cause of the inability of the Contractor to produce the required savings, the Secretary of the Department will return all or a part of the retainage to the Contractor.**

- 5. For purposes of this Amendment One (1), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2009. "Year two (2) shall be the period from January 1, 2010 through December 31, 2010.**
- 6. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 1).**

WITNESSETH:

WHEREAS, the Congress of the United States has enacted Title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.) (the "Act") for the purpose of establishing Louisiana's Medicaid Program;

WHEREAS, the Act designates the U.S. Department of Health and Human Services (the "DHHS") to be the Federal agency to administer the Act and the programs thereunder;

WHEREAS, the Department has been designated as the sole Louisiana state- agency to administer the Medicaid Program;

WHEREAS, pursuant to the Act and the regulations thereunder, a comprehensive plan for the Program has been adopted (the "State Plan");

WHEREAS, under the Louisiana Revised Statutes (R.S. 39:198(D), 39:1551-39:1736) the Department has the authority to enter into this Contract;

WHEREAS, funds have been requested to be included in the Appropriation Bill for the fiscal year ending June 30, 2005 for the purpose of this Contract by the Louisiana Legislature;

WHEREAS, the Department requires certain supporting administrative services as hereinafter provided;

WHEREAS, Unisys Corporation is experienced in the functions to be undertaken by it in this Contract, is equipped to perform promptly, efficiently, and effectively its duties hereunder, and is willing to do so in furtherance of the public interest;

WHEREAS, as a result of a competitive procurement, the Department has selected the Contractor to perform the services specified herein subject to the terms and conditions hereof; and

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, the Department and the Contractor hereby agree as follows:

#### ARTICLE I-CONTENT OF CONTRACT AND PRECEDENCE A.

##### Content

The Contract between the Department and the Contractor Fiscal Intermediary shall include:

1. The Agreement and all Appendices
2. The Solicitation for Proposal (SFP) which includes, its Amendments, The Questions and Answers: Addendum Number 1 dated November 7, 2003  
Addendum Number 2 dated November 19, 2003  
Addendum Number 3 dated December 8, 2003  
Addendum Number 4 dated December 9, 2003  
Addendum Number 5 dated December 15, 2003  
Addendum Number 6 dated December 22, 2003  
Addendum Number 7 dated December 23, 2003  
Addendum Number 8 dated January 5, 2004  
Addendum Number 9 dated January 6, 2004  
Addendum Number 10 dated January 8, 2004  
Addendum Number 11 dated January 20, 2004  
Addendum Number 12 dated January 26, 2004

##### **Added to Amendment 25:**

**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-Five (25) to the Agreement. To the extent that there is a conflict between Amendment 25 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 25 shall control."**

##### **Added to Amendment 24:**

**~~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.~~

**Added to Amendment 23:**

~~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.~~

**Added to Amendment 22:**

~~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-Two (22) to the Agreement. To the extent that there is a conflict between Amendment 22 and any prior documents, including the Agreement or any previous amendment thereto, Amendment 22 shall control.~~

**Added to Amendment 21**

~~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-One (21) to the Agreement. To the extent that there is a conflict between this Amendment 21 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 21 shall control. (Amendment 21)~~

**Added to Amendment 20**

~~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 (20) to the Agreement. To the extent that there is a conflict between Amendment 20 and any prior documents, including the Agreement or any previous amendment thereto, Amendment 20 shall control. (Amendment 20)~~

**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 Nineteen (19) to the Agreement. To the extent that there is a conflict between this Amendment 19 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 19 shall control. (Amendment 19)**

~~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 Eighteen (18) to the Agreement. To the extent that there is a conflict between this Amendment 18 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 18 shall control. (Amendment 18)~~

~~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 Seventeen (17) to the Agreement. To the extent that there is a conflict between this Amendment 17 and any prior documents, including the Agreement or any previous~~



~~Amendment thereto, this Amendment 17 shall control. (Amendment 17)~~

~~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 Sixteen (16) to the Agreement. To the extent that there is a conflict between this Amendment 16 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 16 shall control (Amendment 16). 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 Fifteen (15) to the Agreement. To the extent that there is a conflict between this Amendment 15 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 15 shall control (Amendment 15). 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 Fourteen (14) to the Agreement. To the extent that there is a conflict between this Amendment 14 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 14 shall control (Amendment 14).~~ -

### 3. The Contractor's Proposal

#### B. Incorporation by Reference

The SFP and the Contractor's Proposal are incorporated into and are made a part of the Contract by reference.

#### C. Order of Precedence

The Contract shall to the extent possible be construed to give effect to all provisions contained therein; however, where provisions are in conflict, the intent of the parties shall give first priority to provision of the Contract excluding the incorporated SFP and the Proposal; second priority to the provisions of the SFP; and third priority to the provisions of the Proposal.

#### D. Article and Section Headings

The article and section headings used herein are for reference and convenience only. An article is designated by an upper case Roman numeral. A section is designated by an upper case letter.

## ARTICLE II TERM

The Contract shall be effective and binding on the Contractor and the Department upon the approval of DHHS and the Director of State Purchasing, Division of Administration. The effective date of the Contract shall be the day all approvals have been obtained. The Department shall use its best efforts to obtain such approvals as soon as is practicable. The term of this Contract is one hundred-twenty (120)

months, which shall be divided into one period of sixty (60) months [January 1, 2005 through December 31, 2009], immediately followed by five (5) successive twelve (12) month periods [January 1, 2010 through December 31, 2010, January 1, 2011 through December 31, 2011, January 1, 2012 through December 31, 2012, January 1, 2013 through December 31, 2013, and January 1, 2014 through December 31, 2014]. At the end of the first period of the Contract (sixty (60) months, January 1, 2005 through December 31, 2009) the Department shall have the option to separately renew such Contract for each of five (5), twelve (12) month periods [January 1, 2010 through December 31, 2010, January 1, 2011 through December 31, 2011, and January 1, 2012 through December 31, 2012, and January 1, 2013 through December 31, 2013, and January 1, 2014 through December 31, 2014]. **Amendment**

**Number 25 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 25 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2024 through December 31, 2024 (referred to hereinafter as “Extension Year 2024”). (Amendment 25).** ~~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).~~ ~~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”). (Amendment 23).~~ ~~Amendment Number 21 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 21 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2021 through December 31, 2021 (referred to hereinafter as “Extension Year 2021”). (Amendment 21)~~ ~~Amendment Number 19 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 19 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2020 through December 31, 2020 (referred to hereinafter as “Extension Year 2020”) (Amendment 19).~~ ~~Amendment Number 18 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 18~~

~~extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2019 through December 31, 2019 (referred to hereinafter as "Extension Year 2019") (Amendment 18). Amendment Number 17 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 17 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2018 through December 31, 2018 (referred to hereinafter as "Extension Year 2018"). (Amendment 17) Amendment Number 16 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 16 extends the terms of the Contract for an additional twelve (12) months encompassing the period of January 1, 2017 through December 31, 2017 (referred to hereinafter as "Extension of Year 2017"). (Amendment 16) Amendment Number 15 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 15 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2016 through December 31, 2016 (referred to hereinafter as "Extension Year 2015")(Amendment 15). Amendment Number 14 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 14 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2015 through December 31, 2015 (referred to hereinafter as "Extension Year 2015")(Amendment 14). Amendment Number 12 to the contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its fifth option to extend the Contract between the parties for one twelve-month option period. This Amendment Number 12 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2014 through December 31, 2014 (referred to hereinafter as "Option Year 2014")(Amendment 12). Amendment 9 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its fourth option to extend the Contract between the parties for one twelve-month option period. This Amendment 9 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2013 through December 31, 2013 (referred to hereinafter as "Option Year 2013" (Amendment 9). Amendment Number 8 to the contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its third option to extend the Contract between the parties for one twelve-month option period. This Amendment 8 extends the term of the Contract for an additional~~

~~twelve (12) months encompassing the period of January 1, 2012 through December 31, 2012 (Amendment 8). Amendment Number 6 to the Agreement shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its second option to extend the Contract between the parties for one twelve-month option period. This Amendment 6 extend the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2011 through December 31, 2011 (Amendment 6 12/17/10). By Amendment Number 3 to the Contract, effective and binding on the Department and the Contractor on the date of execution as specified herein. The Contract shall be extended for one twelve-month option period. This Amendment Number 3 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2010—December 31, 2010 (Amendment 3).~~ The Contract is subject to DHHS approval, the availability of State and/or Federal funds, and appropriations by the Louisiana Legislature. Whenever it becomes apparent to the Department that State and/or Federal funds will not be available for payment of the Contractor's charges or for payment of claims thereunder, the Department shall give timely written notice thereof to the Contractor and shall make public announcement thereof. In such event, the Contractor may suspend the performance of any or all of the Contractor's obligations under the Contract during such period as such funds are unavailable. Such suspension shall be removed by the Department by written notice to the Contractor when such funds become available. In the event of any such suspension, the Department shall reimburse the Contractor for all reasonable costs incurred by the Contractor as a result of such suspension.

A. Contract Life

The Contract life is from the effective date of the Contract until the date the Contract expires or is terminated, except as otherwise expressed. ~~The Contractor shall begin Phase In as described in Section 2.5 of the SFP on the effective date of the Contract. Phase In shall continue until midnight December 31, 2004.~~

~~After Phase In, beginning January 1, 2005, the Contractor shall perform all other requirements of the SFP for the term of the Contract (Amendment 14 12/30/14).~~

B. Option to Renew

At the end of the first period of the Contract (sixty (60) months, January 1, 2005 through December 31, 2009) the Department shall have the option to separately renew such Contract for each of five (5), twelve (12) month periods (January 1, 2010 through December 31, 2010, January 1, 2011 through December 31, 2011, January 1, 2012 through December 31, 2012, January 1, 2013 through December 31, 2013, and January 1, 2014 through December 31, 2014).

The option to renew shall be based on the Contractor's satisfactory performance (as determined by the Department) during the first period of the Contract (sixty (60) months, January 1, 2005 through December 31, 2009) and the convenience of the Department. At the option of the Department, the Contractor will be required to accept one year renewals of the Contract for no more than five successive years after the December 31, 2009 date, as provided in Article II of this Contract. **By Amendment Number 25 to the Contract, the contract life is extended from January 1, 2024 through December 31, 2024 or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 25)** ~~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)~~ ~~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. (Amendment 23)~~ ~~By Amendment Number 21 to the Contract, the contract life is extended from January 1, 2021 through December 31, 2021 or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 21)~~ ~~By Amendment Number 19 to the Contract, the contract life is extended from January 1, 2020 through December 31, 2020, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 19).~~ ~~By Amendment Number 18 to the Contract, the contract life is extended from January 1, 2019 through December 31, 2019, or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 18)~~ ~~By Amendment Number 17 to the Contract, the contract life is extended from January 1, 2018 through December 31, 2018, or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 17)~~ ~~By Amendment Number 16 to the Contract, the contract life is extended from January 1, 2017 through December 31, 2017, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 16).~~ ~~By Amendment Number 15 to the Contract, the contract life is extended from January 1, 2016 through December 31, 2016, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 15).~~ ~~By Amendment Number 14 to the Contract, the contract life is extended from January 1, 2015 through December 31, 2015, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 14).~~ ~~By Amendment Number 12 to the Contract, the contract life is extended from January 1, 2014 through December 31, 2014, or until the contract is terminated, in accordance with the terms set forth in the Agreement.~~ ~~By Amendment Number 9 to the Contract life is extended from January 1, 2013 through December 31, 2013, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 9).~~ ~~By Amendment Number 8 to the Contract, the contract life is extended from January 1, 2012 through December 31, 2012, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 8 12/07/11).~~ ~~By Amendment Number 6 to the Contract, the contract life is extended from January 1, 2011 through December 31, 2011, or until the contract is terminated, in accordance with the~~



~~terms set forth in the Agreement (Amendment 6). By Amendment Number 3 to the Contract, the contract life is extended from January 1, 2010 through December 31, 2010, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 3).~~

The Department's decision regarding its option to renew the Contract shall be made in accordance with the provisions of Louisiana R.S. 39:198(0) and not until a public hearing has been held, regarding the option to renew, before the House and Senate committees on Health and Welfare meeting jointly or a joint subcommittee thereof.

### ARTICLE III-TERMINATION

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

#### A. Cause(Default)

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

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

#### B. Convenience

**This Section Intentionally Blank (Amendment 14)**

~~The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor or such termination or negotiating with the Contractor an effective date.~~

~~The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily (Amendment 14 12/30/14).~~

C. Bankruptcy

The Contract is also subject to termination upon filing a petition under Federal Bankruptcy Law or thirty (30) days after the filing of such petition by or against the Contractor, unless such petition shall have been dismissed during such thirty (30) day period, provided all other provisions of the contract are met or satisfied. If the Contract is terminated under this provision, the performance bond shall be forfeited.

D. Refusal of State to Exercise Option

**This Section Intentionally Blank (Amendment 14)**

~~The Department may terminate the Contract by refusal to exercise its option to renew. The Department shall notify the Contractor prior to the expiration of the initial or any subsequent periods as to whether or not the Department is going to exercise its option to renew, and in accordance with Louisiana R.S. 39:198.~~

E. Reduction in Services

Should the Department seek to terminate or reduce by five percent (5%) in volume any of the Services rendered hereunder, such reduction shall be subject to an amendment negotiated and agreed to by the parties (Amendment 14).

ARTICLE IV - RIGHTS UPON TERMINATION OR EXPIRATION A.

The Department's Rights

1. In the event the Contract is terminated for any reason, or upon expiration of any of the periods of the Contract, the Department shall retain ownership of the LMMIS. Upon written request from the Department, the Contractor shall provide at no additional cost, within ~~thirty (30) days~~ **ninety (90) days (Amendment 14)** of notice of termination or of

expiration of the Contract, copies of those computer systems programs, files, and documentation (including but not limited to user manuals, work manuals, operations manuals, systems and programming documentation, load modules, required systems libraries and link libraries, and other documentation relating thereto) that are useful to initiation and continued operation of the LMMIS. In the event the termination of the Contract is based on the Contractor's willful or intentional failure to comply with the terms therein, including bad faith actions contributing to such failure, the Contractor shall be required to furnish the Department at no additional cost and immediately upon request, copies of the aforementioned programs, files and documentation. All files, source code, load modules, and required system libraries and link libraries will be turned over to the Department in machine readable form, where applicable, and in good condition.

2. The Contractor shall assist, prior to the expiration or termination of this contract, in the transition to another Contractor as defined in Section 2.12 of the SFP without additional cost to the Department. Additionally, at the option of the Department, the Contractor shall provide, as extra-contractual services, to be paid for separately at negotiated rates not to exceed more than 115% of the actual salaries of those staff requested to provide necessary technical assistance. The period of the extra-contractual services will be for the minimum of three (3) months following expiration of the Contract and for as long as necessary for the purpose of assisting the Department to convert such programs, files and systems described above to the Department designated computer or that of a successor Contractor. Any travel or per diem expenses billed the Department during this extra-contractual period shall be in accordance with the State travel regulations published by the Division of Administration, State of Louisiana.

#### **B. Contractor's Rights**

1. In the event the Contract expires or the Contract is terminated for cause, the Department shall pay the Contractor all amounts due for claims paid prior to the effective date of the expiration or termination.
2. In the event the Contract is terminated for convenience by the Department, the Department shall pay the Contractor:
  - a. All amounts due for claims paid prior to the effective date of such termination: and
  - b. Its reasonable and allowable termination costs determined in accordance with the principles of Title 45 CFR Part 74 and (41 CFR 115.105-42), which costs shall include, without limiting the generality of the foregoing, the reasonable costs of terminating orders, subcontracts, employment contracts, and the remaining rental or termination costs under unexpired leases reasonably necessary to the Contractor's

performance under the SFP.

#### ARTICLE V- Indemnification AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors in the performance of this contract, ~~without limitation~~ (Amendment 14); provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due solely to the negligent act or failure to act of the State.

**Contractor will indemnify, defend and hold the State harmless, ~~without limitation~~ (Amendment 14),** from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized modification or alteration of a Product, Material, or Service.

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

**For any claim against the Contractor for any reason, regardless of the theory or basis upon which the claim is made and regardless of any greater liability stated in any**

subsidiary document, Contractor's maximum liability under this Amendment for any damages shall be the greater of \$100,000 or the dollar value of this Amendment. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits or lost institutional operating savings (Amendment 14). ~~For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits or lost institutional operating savings (Amendment 14).~~

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

## ARTICLE VI-ALTERATIONS OF CONTRACT

### A. Contract Modifications

**Any alterations, variations, modifications or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, ~~duly signed~~ in an amendment, approved and agreed upon by the parties, and attached to the original copy of the Contract (Amendment 14).**

No claim for services furnished by the Contractor which are not specifically defined in the Contract will be allowed by the Department. Duly signed and approved shall mean when signed by the Secretary of the Department, the Division of Administration, the duly authorized representative of the Contractor's company, and upon approval of the proper State and Federal agencies.

### B. Renegotiation



In the event the laws of the State of Louisiana or the United States or the rules, regulations, and guidelines of any agency of the State or Federal government should be so amended or judicially interpreted as to render infeasible the fulfillment of this Contract on the part of either party, or if any such State or Federal statute or implementing regulation promulgated pursuant thereto should make it mandatory that Contractor furnish a category of Medicaid Program benefits or services not contemplated or considered in establishing the charges herein in order for the Department to be in conformity with said State or Federal Law or regulations issued pursuant thereto, then the appropriate provisions of the Contract shall be renegotiated in good faith by the Department and the Contractor in accordance with State and Federal law and regulations.

C. Omissions

In the event that the Department or the Contractor discovers any material omission in the provisions of the Contract which is believed to be essential to the successful performance of the Contract, each shall inform the other in writing, and the Department and the Contractor shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as shall be necessary to perform the objective of the Contract.

D. Severability

If any provision or item of the Contract or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of the Contract which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of the Contract are hereby declared severable.

ARTICLE VII-DUTIES

A. Contractor Duties

The Contractor shall perform all its responsibilities and services described in the Contract.

B. Department Duties

The Department shall perform all its responsibilities and services described in the Contract.

ARTICLE VIII-ADMINISTRATIVEPROCEDURES

A. Mutual Consent

The Department and Contractor agree that this Contract supersedes all previous contracts, agreements, negotiations, and all other communication between the parties with respect to the subject

matter of this Contract, except those included as part of this Contract or those included as a part of the SFP and the Contractor's Proposal.

The Contract in its composite form shall contain all of the terms and conditions agreed upon by the parties. **The Department and Contractor adopt HMS letters from prior contracts between the parties only insofar as the letters do not conflict with this Amendment. The parties agree that any FIMS letter may be immediately revoked by the Department upon written notice to Contractor, provided, however, that should the revocation cause additional work for Contractor, such work will be subject to a mutually agreed upon amendment. In the event of a conflict, the Department and Contractor will engage in good faith negotiations to resolve the matter. (Amendment 14)**~~No other understandings, oral or otherwise, regarding the subject matter of the Contract, shall be deemed to exist or to bind any of the parties. The Department and Contractor adopt FIMS letters related to the prior contract between the parties only insofar as the letters do not conflict with this contract which includes the SFP and Contractor's Proposal. The parties agree that any FIMS letter may be immediately revoked by the Department upon written notice to Contractor. In the event of a conflict, the Department and Contractor will engage in good faith negotiations to resolve the matter (Amendment 14).~~

#### B. Notice

Other than notices relating to day to day operations between the Contractor and the Department, all other notices, unless stated otherwise, required or permitted under the Contract shall be effective upon receipt, and shall be delivered in hand and a receipt granted or shall be sent by registered or certified mail, return receipt requested, and addressed to the Secretary of the Department, or the agent designated in this agreement and at the location stated for such purpose by the Department.

Either party hereto may change its address for notice purposes upon ten (10) days written notice to the other given as aforesaid.

#### C. Books and Records

The Contractor shall maintain books, records, documents, audits, and other evidence pertaining to the Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, without additional expense. At the Department's option, the Contractor shall allow for a reasonable number of persons designated by the Department to inspect, audit, or reproduce such records at the location where the Contractor's records are normally maintained within thirty (30) days of the Department's written request without additional expense to the Department. It is understood by both parties that internal cost records shall remain private but shall be disclosed to the public to the extent required under State and Federal Law.

#### D. Records Retention

The Contractor shall maintain such records for a period as prescribed in 45 CFR Part 74.53 (B) or three years from the end of the fiscal year within which the services were delivered, whichever is longer. Records involving matters of litigation shall be retained for one (I) year following the termination of such litigation or as prescribed in the preceding sentence, whichever is longer. Upon completion of this contract or if terminated earlier, all records, reports, worksheets and any other material related to this contract shall become the property of the Department.

#### E. Inspection of Records

The Contractor agrees to make such records available for inspection, audit or reproduction to any representative of the Department, the Legislative Auditor of the State of Louisiana, Division of Administration, the Secretary of the United States Department of Health and Human Services, and/or the Comptroller General of the United States at reasonable times within the required period of retention.

#### F. Monitoring

The Department has the right to free and uninhibited access to the Contractor's premises to inspect, monitor, or evaluate the work being performed. Further, the Department has the right to demand and obtain access without prior notice to the Contractor.

#### G. Confidentiality and Security

Non-public information obtained by the Contractor under the Contract will be treated as confidential in accordance with 45 CFR 205.50 and other applicable Federal and State requirements. Information so obtained will not be used in any manner except as necessary for the proper discharge of the Contractor's obligations.

The Federal government and the State require that all information pertaining to recipients, providers, health facilities, and associations shall be treated as confidential. In order to maintain confidentiality and security, the Contractor shall establish, subject to review and approval by the Department, confidentiality rules; security badge procedures, facility access procedures, and procedures including security for electronic data processing facilities as defined in Section 2.6 of the SFP. Contractor shall provide procedures for maintaining records of every query directed against an individual's records, including the identity of persons or organizations making that query if applicable. Any data, regardless of means of recording, compiled under the Medicaid Program may not be released to anyone without written permission from the Secretary of the Department or his designee. Contractor and Contractor personnel shall at all times comply with all security regulations in effect at the Department's premises which are made known in writing by the Department to the Contractor.

~~confidential to the extent permitted by State and Federal Law.~~

Attached hereto, as Appendix A, is a draft of a HIPAA Business Associate Addendum. Contractor will sign the HIPAA, or one substantially similar as drafted by the Department, ~~upon award of the contract~~ **(Amendment 14)**.

#### H. Resolution of Disputes

Any issues or provisions of the Contract In dispute between the Department and the Contractor which, in the judgment of either party to the Contract, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Department and the Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Those disputes not resolved by agreement shall be decided by the Secretary of the Department, who shall reduce his decision in writing and furnish a copy thereof to the Contractor.

The Contractor may file a complaint with the Division of Administration in accordance with Louisiana R.S. 39:1673 et seq. if it so chooses upon receipt of the Secretary's decision.

During such proceedings, the Contractor shall act in good faith to perform all the duties including those issues in dispute described in the Contract.

#### I. Hold Harmless Agreement

The Contractor agrees to indemnify, defend, and hold harmless the Department from any claims or liabilities arising out of any breach of the Contract by the Contractor, its agents or employees. **All such indemnities shall be subject to the limitations specified in Article V, above (Amendment 14).**

### ARTICLEIX-SUBCONTRACTS

Any subcontracts deemed necessary by the Contractor must have prior written approval from the Department, which approval shall not be unreasonably withheld. The Department will respond to any request for approval hereunder in a timely manner. Notwithstanding any subcontract, the Contractor shall maintain prime responsibility for all services required of the Contractor by the Contract.

When requesting approval for subcontractors(s) and consultants, the Contractor shall provide the Department with letters of agreement, contracts, or some other form of commitment which demonstrates the subcontractor's willingness to undertake its portion of this Contract. In addition, a



Suppliers of rental equipment, maintenance agreements and routine purchase orders necessary for purposes of the Contract shall not be considered subcontractors.

#### ARTICLE X-INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in performance of the Contract will not act in an independent capacity and not as officers or employees of the State of Louisiana or of the Department, nor shall they hold themselves out to be State employees.

#### ARTICLE XI-NON- ASSIGNABILITY

The Contractor shall not assign or delegate "the benefits or the burden of the Contract either in whole or in part or in any other manner without the prior written consent of the Commissioner of Administration. Failure to receive consent of the Commissioner of Administration can result in cancellation of the contract upon a thirty-day notice.

#### ARTICLE XII – PERSONNEL ASSIGNMENTS

##### A. Contractor's Employees

The Department reserves the right to require the Contractor to reassign or transfer specified Contractor employees engaged under the Contract. The Department will not exercise such authority unreasonably.

##### B. Key Personnel

The Contractor will assign key personnel to this project as described in the Proposal.

During the term of the Contract, the Contractor may replace any such key person with an equally qualified person upon the written approval of the Secretary of the Department, according to the terms provided in Section 2.4.4 of the SFP. Such approval shall not be unreasonably withheld. The Department approves Contractor assignment of key personnel proposed by Contractor in its proposal or interviewed by the Department as part of the proposal evaluation process.

#### ARTICLE XIII-CONTRACTOR'S LIABILITY FOR CLAIMS PAYMENT

The Department agrees to hold harmless the Contractor, its officers, directors, and agents against any liability resulting from any claim paid or denied in good faith by the Contractor if payment action was reasonably taken as a result of or based on information or instructions given to the Contractor by the Department, its authorized employees, or agents.

Payments made to the Contractor under this Contract determined by audit or Department review to be ineligible for reimbursement and for which payment has been made to Contractor shall be reimbursed by the Contractor in cash payments or deducted from future payments to the Contractor by the Department.

**The Department acknowledges and agrees that Contractor at all times was and is, for purposes of this Amendment, entitled to rely upon the Department's interpretation of state and federal requirements, laws, rules and regulations when determining claims reimbursements. To the extent that Contractor has followed the Department's instruction; Contractor shall have no liability for erroneous or late payment. For purposes of this Agreement, the Department acknowledges and agrees that Contractor has no obligation to independently interpret the laws, rules and regulations governing the Department's responsibilities to its members, providers, subcontractors, or government officials or agencies (Amendment 14).**

#### ARTICLE XIV-CERTIFICATION GUARANTEE

The Contractor and the Department agree that obtaining and maintaining DHHS certification of the Louisiana MMJS as qualifying for seventy-five percent (75%) FFP is a primary objective of the Contract. Therefore, the Department and the Contractor agree:

- A. The portions of the system operated by Contractor will not adversely affect the federal certification of the overall system. Contractor shall not be responsible for (a) any direction from the Department or the State that adversely affects certification, (b) changes initiated by the Department that adversely affect certification, or (c) adverse effects on certification caused by a combination of the DHH system with those of third parties not in privity of contract with Contractor (Amendment 14). ~~The Contractor will provide and maintain a system that meets the requirements of CMS-Pub. 45-II (State Medicaid Manual Part II Medicaid Information System) related to accomplishing objectives and functions equivalent to the MMIS/GSD. The Contractor, contingent upon the State fulfilling its responsibilities related to certification, will provide an operational system that will be federally certifiable for seventy-five percent (75%) Federal Financial Participation (FFP) under 42 CFR 433.116 effective January 1, 2005 and throughout the term of the Contract (Amendment 14).~~**
- B. The Contractor will on a timely basis provide all information, data, forms, systems, systems modifications, documentation, correspondence, consultation, and training of Department staff needed to assist the Department in obtaining and/or maintaining DHHS certification of the Louisiana MMIS.
- C. The Contractor shall make every reasonable effort to assist the Department in obtaining ninety percent (90%) FFP for enhancements made to Louisiana MMIS.

## ARTICLE XV PROPRIETARY RIGHTS

### A. Ownership of the Louisiana MMIS

The Contractor agrees that free of any additional charges, all rights to software, hardware, and source code or modification thereof and associated documentation designed, developed, and installed for the LMMIS is the property of the State of Louisiana except that the U.S. Department of Health and Human Services reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, such software, modifications and documentation. The parties acknowledge that software not developed or designed by Contractor in whole or in part with state or federal funds under this or any other prior agreement between the parties may be proprietary to the Contractor or third parties and that it may not be possible to convey such proprietary software to the Department. When conveyance of title to the Department for software is required, the Contractor will convey to the State the maximum license rights permitted under any third party proprietary software license. Contractor will convey a perpetual non-exclusive personal license to the Department for its use of Unisys proprietary software such as Unisys Health PAS, e-CDI and e-RA. **The parties acknowledge that software not developed or designed by Contractor in whole or in part with state or federal funds under this or any other prior agreement between the parties may be proprietary to the Contractor or third parties and that it may not be possible to convey such proprietary software to the Department. When conveyance of title to the Department for software is required, the Contractor will convey to the State the maximum license rights permitted under any third party proprietary software license. Contractor will convey a perpetual, non-exclusive personal license to the Department for its use of Contractor Proprietary software (Amendment 14).**

### B. Project Property, Equipment and Furniture

It is the expressed purpose of the Department to maintain continual operation of the Louisiana MMIS System without interruption at such time termination or expiration of the Contract occurs. The Contractor hereby agrees to the following, at the sole option of the Department subject to approval by the Commissioner of Administration:

1. The Contractor shall make the Department a "sub-lessee" to any or all lease agreements executed by the Contractor for the rental or use of all facilities, movable and immoveable property, equipment, and furniture used in the operation of the Louisiana MMIS, or shall be required to negotiate an option for fair and reasonable consideration with any and all lessors to such lease agreements exercisable by the Department to assure such lease or lease agreements extend beyond the termination or expiration date of the Contract.

The duration of such sub-lease or option shall be negotiated between the Contractor and the Department immediately prior to the termination or expiration date of the Contract.

2. The Contractor shall further contract with the Department for the use of all movable or immovable property, equipment, and furniture owned by the Contractor and located in the Parish of East Baton Rouge and used in the operation of the Louisiana MMIS System for fair and reasonable consideration the duration of such Contract to extend beyond the termination or expiration date of the Contract.

The duration of such Contract shall be negotiated between the Contractor and the Department immediately prior to the termination or expiration date of the Contract. If the parties cannot agree then the Office of the Secretary shall decide.

The Contractor shall furnish copies to the Department of all current lease agreements executed by the Contractor for all facilities, movable and immovable property, equipment, and furniture located in East Baton Rouge Parish and used in the operation of the Louisiana MMIS and supply and maintain an updated inventory of such property, equipment and furniture for Departmental purposes. The Contractor shall supply such information within ten (10) business days of execution of the lease agreements or modifications.

#### ARTICLE XVI - PAYMENT FOR SERVICES

##### A. Payment Procedure

The Contractor agrees to bill the Department monthly by the tenth day of each month for all billable services as defined in Section 5.2 of the SFP during the preceding calendar month. The Department agrees to authorize and effect payment to the Contractor for all approved services within thirty (30) calendar days after the receipt of the Contractor's invoice. The Department authorizes the Contractor to utilize the documentation requirements for invoicing and payment in effect since April 1, 2004 under the prior contract.

Payments will be made in accordance with the attached Pricing Forms (see Appendix D).

##### B. Miscellaneous Payment Provisions

1. The Contractor shall agree that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation and identified under the Contractor's actual Federal and State tax identification number.
2. The Contractor shall agree that in consideration for the goods delivered or services performed, the Department shall make all checks payable to the order of the Contractor in the amount as expressed or specified in the contract.
3. The Contractor shall agree that the Contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds and that no liability or obligation for payment

will develop between the parties or to the Department or any official thereof until the Contract has been approved by the DHHS and the Director of State Purchasing, Division of Administration.

C. Withholding in Last Month of Payment

During the transition to a new Contractor, for the last month of the Contract, the Department shall withhold seventy-five percent (75%) of the final payment to the Contractor for a maximum of sixty (60) days from the due date of such amount to ensure that the outgoing Contractor fulfills its contractual obligations, some of which may extend past the term of the Contract, such as the production of all SURS, MARS, and other reports (system and manual) 1099's; and magnetic tapes which must include claims from the last payment cycle for which the Contractor is responsible. In consideration of this clause, it is recognized that the Contractor is not responsible for the production of the aforementioned reports, tapes or optical media for the last payment cycle of the previous Contractor.

ARTICLE XVII - EMPLOYEE CONTRACTS

Except for key personnel as specified in the SFP, the Contractor is prohibited from requiring other employees to enter into any Contract with the Contractor which **explicitly (Amendment 14)** prevents or prohibits these other employees from becoming employees of the State or the successor Contractor.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS A.

Fund Use

No funds provided under the Contract shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority.

B. Anti-Kickback Clause

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

C. Civil Rights

The Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees because of color, race, religion, sex,



handicap, or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination because of race, color, national origin, or handicap.

#### D. Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices by the Contractor or the Secretary of the Department, setting forth the provision of the nondiscrimination clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, handicap or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining arrangement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitment under Section 202 of Executive order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

The Contractor shall furnish all information and reports required by Executive Order No.

11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of DHHS and the United States Secretary of Labor for purposes of investigation to ascertain compliance with rules, regulations and orders.

In addition, the Contractor will comply with all provisions of Title V, Section 504 of the Social Security Act in regard to providing of access and employment to the handicapped.

E. Compliance with Energy Policy and Conservation Act

The Contractor shall recognize the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (P.L. 94 163).

F. Compliance with Clean Air and Water Acts

The Contractor shall adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities.

G. Freedom of Choice

The provisions of the Contract shall not alter the right of recipients to the free choice of physician, hospital, or other provider of care, unless such freedom of choice is lawfully restricted by the Department for DHHS. The legal responsibility of providers to patients shall not be affected hereby.

H. Choice of Law

The Contractor agrees to be bound by the laws of the State of Louisiana and the Contract shall be interpreted under Louisiana Law. Any legal proceedings must be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. For the purposes of Federal jurisdiction in any action in which the State of Louisiana or the Department is a party, venue shall be in the United States District Court for the Middle District of the State of Louisiana.

I. Performance Subject to Law

All services under this Contract shall be performed in accordance with applicable Federal and State Laws and regulations in effect at the time such services are provided, and this Contract shall be subject to all such laws and regulations. **The Department acknowledges and agrees that Contractor at all times was and is, for purposes of this Amendment, entitled to rely upon the Department's interpretation of state and federal requirements, laws, rules and regulations when performing under this Agreement. Contractor shall have no liability for issues directly arising from compliance with Department's instructions or directives. For purposes of this Agreement, the Department acknowledges and agrees that Contractor has no obligation to independently interpret the laws, rules and regulations governing the Department's receipt or use of these Services (Amendment 14).**

## ARTICLE XIX GUARANTEES AND WARRANTIES

### A. PerformanceBond

1. Within ten (10) calendar days of the effective date of the Contract, the Contractor shall procure, submit to the Department and maintain a performance bond for the Contract life to secure its performance under the Contract in the amount of six million dollars (\$6,000,000). The bond must be obtained from an agent licensed to do business in Louisiana, with all fees current, and appearing on the U.S. Treasury's list of approved sureties.
2. In the event the Department exercises any option to renew beyond December 31, 2009, the surety shall be granted the right to review the extension of the performance bond, reserving full rights to extend at each instance of extension of the Contract. Refusal of such surety to extend will not relieve the Contractor of its obligation to procure and maintain the performance bond as described above.
3. The performance bond shall be forfeited under the following circumstances;
  - a. If the Contract is terminated during the Contract life for cause or default.
  - b. If the Contract is terminated during the Contract life for bankruptcy as provided in Article IU. Section C of this Contract.
4. The performance bond shall not be forfeited if the Contract is terminated during the Contract life for convenience of the Department.

### B. WarrantyAgainstCostDisclosure

**This Section Intentionally Blank (Amendment 14)**

~~The Contractor warrants that it has not discussed or disclosed price or cost data with the Department or other bidders prior to the public opening of the Proposal and that all price and/or cost data have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor. The Contractor also warrants that it has not and will not make any attempt to induce any other person or firm to submit or not to submit a quotation for the purpose of restricting competition (Amendment 14).~~

C. Warranty Against Brokers Fees

The Contractor warrants that it has not employed any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed as its marketing agent to solicit or secure the Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract. For breach or violation of the warranty, the Department shall have the right to annul the Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fees.

D. Warranty to Comply with State and Federal Regulations

The Contractor warrants that it shall comply with all requirements of the SFP and all State and Federal regulations as they exist at time of Contract and as subsequently amended. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability.

E. Warranty of Removal of Conflict of Interest

The Contractor warrants that it, its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of its services hereunder. The Contractor further warrants that in the performance of this Contract, the Contractor shall periodically inquire of its officers, members, and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Department. The Contractor shall warrant that it shall remove any material conflict of interest prior to the signing of the Contract.

F. Warranty of Non-Collusion

The Contractor warrants that it has not entered into any arrangement or agreement with any other bidder or any public officer of the State of Louisiana in which the Contractor has offered or given or is to offer or give another bidder or public officer any sum of money or anything of value. Furthermore, the Contractor has not entered into any arrangement or agreement with any other bidder or bidders which could lessen or destroy free competition in awarding the Contract. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability.

G. Patent and Other Proprietary Right Indemnity

Contractor warrants that all materials and/or products ~~produced~~ **provided by Contractor (Amendment 14)** here under shall not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. **Materials originally owned by the Department or another entity shall not be subject to this warranty (Amendment 14).** In the event of any claim by any third party against the Department the Department shall promptly notify the Contractor after becoming aware of such a claim, and the Contractor shall defend such claim, in the Department's name, but at the Contractor's expense and shall indemnify and hold harmless the Department against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. The Department agrees to fully cooperate with the Contractor in the defense of any such action and recognize that Contractor shall have full control of any defense or settlement of the claim.

H. Warranty of Software Compliance

The Contractor shall warrant that at the end of the contract period, or at any time during the contract period, upon written request of the Department, the Contractor shall turn over to the Department all software programs created in connection with this contract or supplied to the Contractor by the Department. Additionally, the Contractor shall provide the Department with all supporting documentation which shall include at minimum following information:

- ☐ A printed copy of the program design including programming notes and comments,
- ☐ A printed instruction guide which clearly and completely explains all functions of the software programs.

ARTICLE XX-PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

A. Delays and Waivers

The Secretary of the Department or his designee may by written notice waive or delay the imposition of any and all liquidated damages as to the breach of a particular obligation, if in the



Secretary's or his designee's opinion the events causing the Contractor to be liable for any liquidated damage or liquidated damages were beyond the control of the Contractor. The Secretary of the Department or his designee shall be the sole determiner of such delays and/or waivers and shall exercise this authority in the best interest of the State. Review of this decision shall be in accordance with the Resolution of Disputes as provided for in Article III, Section H of this Agreement.

B. Liquidated Damages

Performance standards and their related liquidated damages are defined in Section 2 of the SFP. The Department may assess liquidated damages or may pursue any other contract remedy available to the Department whenever the Contractor or its subcontractor fails to achieve an individual performance standard. If the Department assesses liquidated damages, any failure to meet a performance standard set forth under any of the subparagraphs of 2.10.2 will be assessed only those liquidated damages set forth in the same subparagraph. Any liquidated damages specified under other 2.10.2 subparagraphs shall not apply.

C. Deduction of Liquidated Damages from Payments or Payment of Liquidated Damages

Amounts due the Department as liquidated damages may be deducted by the Department from any money payable to the Contractor pursuant to this Contract or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. Liquidated damages will be applied in the month after determination of the performance standard violation finding by the Department.

D. Amount at Risk

**The maximum amount at risk to Contractor for any and all liquidated damages, regardless of cause, shall be five percent (5%) of the total monthly charges for all months from the time of the occurrence leading to the liquidated damages until the time of the final resolution is reached (Amendment 14).**

ARTICLE XXI-DESIGNATED AGENT

- A. **The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana. (Amendment 25)** ~~The agent designated by the Department for receipt of notices regarding the day to day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 1201 Capitol Access Road , Baton Rouge, Louisiana.~~

- B. **The agent designated by the Contractor for the receipt of notices regarding the day-to-day**

**operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809. (Amendment 25)** ~~The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Norm Nichols **Thomas Canine (Amendment 14)** whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, La 70809.~~

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day and year first set forth above.

**Added with Amendment 25:**

3. Article XXI – Designated Agent, is deleted in its entirety and replaced as follows:–

- A. The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana.
- B. The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809.

4. With the execution of Amendment 25, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2024:

LDH Billing Schedule	Base Ops	PAI Project	FDB Medicaid / Drug Rebate Module	Total
Jan-24	\$4,153,022	\$39,390	\$27,009	\$4,219,421
Feb-24	\$4,153,022	\$39,390	-	\$4,192,412
Mar-24	\$4,153,022	\$39,390	-	\$4,192,412
Apr-24	\$4,153,022	\$39,390	-	\$4,192,412
May-24	\$4,153,022	\$39,390	-	\$4,192,412
Jun-24	\$4,153,022	\$39,390	-	\$4,192,412
Jul-24	\$4,153,022	\$39,390	-	\$4,192,412
Aug-24	\$4,153,022	\$39,390	-	\$4,192,412
Sep-24	\$4,153,022	\$39,390	-	\$4,192,412
Oct-24	\$4,153,022	\$39,390	-	\$4,192,412
Nov-24	\$4,153,022	\$39,390	-	\$4,192,412

Dec-24	\$4,153,022		\$39,390	-	\$4,192,412
<b>Total</b>	<b>\$49,836,264</b>		<b>\$472,680</b>	<b>\$27,009</b>	<b>\$50,335,953</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:

<u>No. of Pages in Mailing*</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> (9 x 13 inches)
<u>One (1)-page mailing</u>	<u>\$0.99549</u>	<u>\$1.86937</u>
<u>Two (2)-page mailing</u>	<u>\$1.00380</u>	<u>\$1.88613</u>
<u>Three (3)-page mailing</u>	<u>\$1.02868</u>	<u>\$2.19129</u>
<u>Four (4)-page mailing</u>	<u>\$1.03527</u>	<u>\$2.20804</u>
<u>Five (5)-page mailing</u>	<u>\$1.06186</u>	<u>\$2.22480</u>

*\* Applies to mailings greater than 500 pieces*

Pricing includes:

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

The above pricing assumes:

5. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,
6. Any mail outs exceeding 5 pages will be printed separately.

5. With the execution of this Amendment Number 25, 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.

6. With the execution of this Amendment Number 25, 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.
7. With the execution of Amendment Number 25, 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 was terminated March 2023 and replaced by ClaimsXten.
8. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 25 (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 25 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Four (24) to the Agreement.
9. 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.
10. With the execution of Amendment Number 25, the Contractor and the Department agree to terminate the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services.
11. With the execution of Amendment Number 25, 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.

12. With the execution of Amendment Number 25, 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 25, the Contractor and the Department agree to a continued requirement of electronic submission for all prior authorization requests and supporting information be submitted via e-PA.
14. With the execution of Amendment Number 25, 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.
15. With the execution of Amendment Number 25, 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.
16. With the execution of Amendment Number 25, 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.
17. With the execution of Amendment Number 25, 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.
18. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall provide an updated 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, 2024, 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.
19. With the execution of Amendment Number 25, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for an additional twelve (12) month period beyond December 31, 2024 (i.e., January 1, 2025 through December 31, 2025),



based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations and PAI Maintenance and Operations will not increase through that one (1) twelve (12) month extension. Notwithstanding the foregoing, in April 2024 the parties will review the Consumer Price Index for All Urban Consumers ("CPI-U") "Unadjusted 12 Months Rate" for "All Items" for the 12 month period ending March 31, 2024 as prepared by the U.S. Bureau of Labor Statistics (the "Inflation Rate") to evaluate pricing for the extension period of January 1, 2025 through December 31, 2025. In the event that the Inflation Rate is greater than 3% (three percent) or less than 0% (zero percent), the parties agree to negotiate in good faith to determine an appropriate pricing adjustment (if any) for the extension period of January 1, 2025 through December 31, 2025. The parties recognize that the review of the Inflation Rate may result in an increase in pricing, a decrease pricing, or no change to pricing.

20. With the execution of Amendment Number 25, 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, 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. The possible transition of Gainwell employees to successor contractor will be coordinated with Gainwell management to ensure the transition does not negatively impact Gainwell's ability to deliver under the Contract.
- 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.

21. With the execution of Amendment Number 25, 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.
22. Provider Updates and Pharmacy Preferred Drug Lists will be distributed through [www.LAMedicaid.com](http://www.LAMedicaid.com).
23. Gainwell will ensure MMIS EDI transactions are HIPAA compliant and follow the published standards located at [https://www.lamedicaid.com/Provweb1/HIPAA/5010v\\_HIPAA\\_Index.htm](https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm). If a transaction is found to be out of published standards, LDH will submit an ECHO for research and correction.
24. Requests from the Governor of the State of Louisiana, Louisiana Legislative Auditor (LLA) and/or the Louisiana Attorney General (AG) will be responded to within one business day, unless the request requires offsite record retrieval. General LDH requests will be responded to within three business days unless the request requires offsite record retrieval. For failure to meet the above guidelines, Contractor will be assessed liquidated damages of one hundred dollars (\$100) per occurrence.
25. For any LDH requests requiring offsite record retrieval, Contractor agrees to respond with data and documentation within seven business days of request.
26. Gainwell will be assessed the following liquidated damages if a Managed Care Entity (MCE) data file is transmitted or downloaded by the incorrect MCE. Liquidated damages for this type of error will be assessed at one hundred dollars (\$100) per occurrence. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.
27. For non-EDI transactions, Gainwell will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) for each occurrence of a HIPAA violation resulting from Gainwell's actions. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged

and in full force and effect.

**Added with Amendment 24:**

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:~~

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

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

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

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

<del>No. of Pages in Mailing*</del>	<del>#10 Envelope</del>	<del>Flat Envelope (9 x 12 inches)</del>
<del>One (1) page mailing</del>	<del>\$0.98549</del>	<del>\$1.85937</del>
<del>Two (2) page mailing</del>	<del>\$0.99380</del>	<del>\$1.87613</del>

<del>Three (3) page mailing</del>	<del>\$1.01868</del>	<del>\$2.18129</del>
<del>Four (4) page mailing</del>	<del>\$1.03527</del>	<del>\$2.19804</del>
<del>Five (5) page mailing</del>	<del>\$1.05186</del>	<del>\$2.21480</del>

*\* Applies to mailings greater than 500 pieces*

**Pricing includes:**

- ~~10. Supplies—paper, toner, envelope, and mail machine ink~~
- ~~11. USPS postage costs~~
- ~~12. Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing~~

**The above pricing assumes:**

- ~~7. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,~~
  - ~~8. 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.~~

- ~~1. 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.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

**Added with Amendment 23:**

- ~~3. With the execution of Amendment 23, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2022:~~

<del>LDH Billing Schedule</del>	<del>Base Ops (incl. Legacy Prov. Enroll)</del>	<del>Prov Mgmt M&amp;O</del>	<del>PAI Project</del>	<del>FDB- Medicaid / Drug Rebate Module</del>	<del>Total</del>
<del>January 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,852</del>	<del>\$25,000</del>	<del>\$4,496,649</del>
<del>February 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>March 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>April 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>May 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>June 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>July 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>August 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>September 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<del>October 2022</del>	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>



November 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
December 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
<b>Total</b>	<b>\$49,290,984</b>	<b>\$3,914,580</b>	<b>\$454,213</b>	<b>\$25,000</b>	<b>\$53,684,777</b>

~~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.~~

~~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

No. of Pages in Mailing*	#10 Envelope	Flat Envelope (9 x 12 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

~~\*—Applies to mailings greater than 500 pieces~~

~~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.~~

- ~~4. With the execution of this Amendment 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.~~
- ~~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 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.~~
- ~~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.~~
- ~~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.~~
- ~~9. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.~~
- ~~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.~~
- ~~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.~~
- ~~12. 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~~

~~13. With the execution of Amendment 23, the Contractor shall:~~

- ~~a. Comply with all Federal and State laws, rules, regulations, policies, procedures, and manuals related to Medicaid NCCI files and/or the secure RISSNET portal.~~
- ~~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.~~
- ~~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.~~
- ~~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.~~
- ~~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.~~
- ~~f. Not implement new, revised, or deleted Medicaid NCCI edits prior to the first day of the calendar quarter.~~
- ~~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.~~
- ~~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 provision 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.~~

- ~~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.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

Added with Amendment 22:

- ~~2. With the execution of Amendment 22, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2021.~~

Month of Service	Base Operational Services & Existing Provider Enrollment Services	Enhanced Provider Management Operations	Patient Access and Interoperability (PAI) Amount	Total
January, 2021	\$4,027,041	\$569,396	-	\$4,596,437
February, 2021	\$4,027,041	\$569,396	-	\$4,596,437
March, 2021	\$4,027,041	\$569,396	-	\$4,596,437
April, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
May, 2021	\$4,027,041	\$569,396	\$166,666.66	\$4,763,103.66
June, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
July, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
August, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
September, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
October, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
November, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
December, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
<b>Total</b>	<b>\$48,324,492</b>	<b>\$5,373,666</b>	<b>\$727,108.58</b>	<b>\$54,425,266.58</b>

\* Per Amendment 21, the Contractor will not bill LDH until the provider enrollment Maintenance and Operations phase begins.

\*\* Per this agreement, the Contractor will not bill LDH until the PAI Maintenance and Operations phase begins.

- ~~3. With the execution of Amendment 22, the Department is engaging the Contractor to obtain compliance with the 21<sup>st</sup> Century CURES Act and the Interoperability and Patient Access Final Rule by making patient claims/encounter, provider directory, and formulary data available to beneficiaries, as set forth in Exhibit A, which is attached hereto and made a part hereof.~~

Added with Amendment 21:

3. ~~With the execution of this Amendment Number 21, Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2021:~~

2021	Base- Operational Services	Existing- Provider- Enrollment Services	Enhanced Provider Management Operations (**)	Total
January, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
February, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
March, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
April, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
May, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
June, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
July, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
August, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
September, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
October, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
November, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
December, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
—Total	\$47,820,492	\$504,000	**\$5,373,666	\$- 53,698,158

~~\*\* Per this agreement, the Contractor will not bill LDH until the Maintenance and Operations phase begins.~~

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

~~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 less than 500 pieces)	January thru December	Actual amount of excess postage costs



<u>Provider/Recipient Mailings *</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> (9 x 13 inches)
<u>One (1) page mailing</u>	<u>\$0.86813</u>	<u>\$1.70813</u>
<u>Two (2) page mailing</u>	<u>\$0.87627</u>	<u>\$1.72440</u>
<u>Three (3) page mailing</u>	<u>\$0.90067</u>	<u>\$2.02067</u>
<u>Four (4) page mailing</u>	<u>\$0.91693</u>	<u>\$2.03693</u>
<u>Five (5) page mailing</u>	<u>\$0.93320</u>	<u>\$2.05320</u>

\* ~~Applies to mailouts greater than 500 pieces~~

~~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.~~

Added with Amendment 20:

- ~~2. With the execution of Amendment 20, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2020. This Amendment is limited to the first three (3) months of the Provider Management Services, as outlined in Exhibit A.~~

<u>Month of Service</u>	<u>Amount (Unlimited Transactions)</u>
<u>January, 2020</u>	<u>\$3,985,041.00</u>
<u>February, 2020</u>	<u>\$3,985,041.00</u>
<u>March, 2020</u>	<u>\$3,985,041.00</u>
<u>April, 2020</u>	<u>\$3,985,041.00</u>
<u>May, 2020</u>	<u>\$3,985,041.00</u>
<u>June, 2020</u>	<u>\$3,985,041.00</u>
<u>July, 2020</u>	<u>\$3,985,041.00</u>
<u>August, 2020</u>	<u>\$3,985,041.00</u>
<u>September, 2020</u>	<u>\$3,985,041.00</u>
<u>October, 2020*</u>	<u>\$4,554,437.00</u>
<u>November, 2020*</u>	<u>\$4,554,437.00</u>
<u>December, 2020*</u>	<u>\$4,554,437.00</u>
<u>Total</u>	<u>\$49,528,680.00</u>

~~\* Pricing modified to add Provider Management Enhancement Phase 1 costing as identified in Exhibit A. Provider Management pricing is \$569,396 per month.~~

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for~~

unlimited transactions. (Amendment 20)

**Added with Amendment 19:**

**With the execution of this Amendment Number 19, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2020:**

Month of Service	Amount- (Unlimited- Transactions)
January, 2020	\$3,985,041.00
February, 2020	\$3,985,041.00
March, 2020	\$3,985,041.00
April, 2020	\$3,985,041.00
May, 2020	\$3,985,041.00
June, 2020	\$3,985,041.00
July, 2020	\$3,985,041.00
August, 2020	\$3,985,041.00
September, 2020	\$3,985,041.00
October, 2020	\$3,985,041.00
November, 2020	\$3,985,041.00
December, 2020	\$3,985,041.00
Total	\$47,820,492.00

**The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.**

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

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs
Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85627	\$1.70440

<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

- ☐ ~~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. (Amendment 19)~~

**Added with Amendment 18:**

**With the execution of this Amendment Number 18, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2019:**

<b>Month of Service</b>	<b>Amount (Unlimited-</b>
<b>January, 2019</b>	<b>\$3,979,403.00</b>
<b>February, 2019</b>	<b>\$3,979,403.00</b>
<b>March, 2019</b>	<b>\$3,979,403.00</b>
<b>April, 2019</b>	<b>\$3,979,403.00</b>
<b>May, 2019</b>	<b>\$3,979,403.00</b>
<b>June, 2019</b>	<b>\$3,979,403.00</b>
<b>July, 2019</b>	<b>\$3,979,403.00</b>
<b>August, 2019</b>	<b>\$3,979,402.00</b>
<b>September, 2019</b>	<b>\$3,979,402.00</b>
<b>October, 2019</b>	<b>\$3,979,402.00</b>
<b>November, 2019</b>	<b>\$3,979,402.00</b>
<b>December, 2019</b>	<b>\$3,979,402.00</b>
<b>Total</b>	<b>\$47,752,831.00</b>

**The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.**

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

<b>Project Name</b>	<b>Month of Service Billing Amount</b>	<b>Monthly Charge</b>
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~~Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)~~

~~January thru  
December~~

~~Actual amount  
of excess  
postage costs~~

<b>Provider/Recipient Mailings*</b>	<b>#10 Envelope</b>	<b>Flat Envelope</b>
<b>One (1)-page mailing</b>	<b>\$0.84813</b>	<b>\$1.68813</b>
<b>Two (2)-page mailing</b>	<b>\$0.85627</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

- ☐ ~~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. (Amendment 18)~~

**Added with Amendment 17:**

~~With the execution of this Amendment Number 17, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2018:~~

<b>Month of Service</b>	<b>Amount (Unlimited)</b>
<b>January, 2018</b>	<b>\$3,849,032.33</b>
<b>February, 2018</b>	<b>\$3,849,032.33</b>
<b>March, 2018</b>	<b>\$3,849,032.33</b>
<b>April, 2018</b>	<b>\$3,849,032.33</b>
<b>May, 2018</b>	<b>\$3,849,032.33</b>
<b>June, 2018</b>	<b>\$3,849,032.33</b>
<b>July, 2018</b>	<b>\$3,849,032.33</b>
<b>August, 2018</b>	<b>\$3,849,032.33</b>
<b>September, 2018</b>	<b>\$3,849,032.34</b>
<b>October, 2018</b>	<b>\$3,849,032.34</b>
<b>November, 2018</b>	<b>\$3,849,032.34</b>
<b>December, 2018</b>	<b>\$3,849,032.34</b>
<b>Total</b>	<b>\$46,188,388.00</b>

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

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

<b>Project Name</b>	<b>Month of Service Billing Amount</b>	<b>Monthly Charge</b>
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<del>Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)</del>	<del>January thru December</del>	<del>Actual amount of excess postage costs</del>
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<del>Provider/Recipient Mailings*</del>	<del>#10 Envelope</del>	<del>Flat Envelope</del>
<del>One (1)-page mailing</del>	<del>\$0.84813</del>	<del>\$1.68813</del>
<del>Two (2)-page mailing</del>	<del>\$0.85627</del>	<del>\$1.70440</del>
<del>Three (3)-page mailing</del>	<del>\$0.88067</del>	<del>\$2.00067</del>
<del>Four (4)-page mailing</del>	<del>\$0.89693</del>	<del>\$2.01693</del>
<del>Five (5)-page mailing</del>	<del>\$0.91320</del>	<del>\$2.03320</del>

~~☐☐☐ 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. (Amendment 17)~~

**Added with Amendment 16:**

**~~With the execution of this Amendment 16, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2017:~~**

<del>Month of Service</del>	<del>Amount Billed to DHH</del>
<del>January</del>	<del>\$3,849,773.50</del>
<del>February</del>	<del>\$3,849,773.50</del>
<del>March</del>	<del>\$3,849,773.50</del>
<del>April</del>	<del>\$3,849,773.50</del>
<del>May</del>	<del>\$3,849,773.50</del>
<del>June</del>	<del>\$3,849,773.50</del>
<del>July</del>	<del>\$3,849,773.50</del>
<del>August</del>	<del>\$3,849,773.50</del>
<del>September</del>	<del>\$3,849,773.50</del>
<del>October</del>	<del>\$3,849,773.50</del>
<del>November</del>	<del>\$3,849,773.50</del>
<del>December</del>	<del>\$3,849,773.50</del>

<b>Total-</b>	<b>\$46,197,282.00</b>
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~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

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

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

<b>Provider/Recipient Mailings*</b>	<b>#10 Envelope</b>	<b>Flat Envelope</b>
<b>One (1)-page mailing</b>	<b>\$0.84813</b>	<b>\$1.68813</b>
<b>Two (2)-page mailing</b>	<b>\$0.85627</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

~~\*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. (Amendment 16)~~

**Added with Amendment 15:**

~~With the execution of this Amendment 15, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2016:~~

<b>Month of Service</b>	<b>Amount Billed to DHH</b>
<b>January</b>	<b>\$3,849,773.50</b>
<b>February</b>	<b>\$3,849,773.50</b>
<b>March</b>	<b>\$3,849,773.50</b>
<b>April</b>	<b>\$3,849,773.50</b>
<b>May</b>	<b>\$3,849,773.50</b>
<b>June</b>	<b>\$3,849,773.50</b>
<b>July</b>	<b>\$3,849,773.50</b>
<b>August</b>	<b>\$3,849,773.50</b>
<b>September</b>	<b>\$3,849,773.50</b>
<b>October</b>	<b>\$3,849,773.50</b>
<b>November</b>	<b>\$3,849,773.50</b>
<b>December</b>	<b>\$3,849,773.50</b>
<b>Total</b>	<b>\$46,197,282.00</b>

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. For any transaction (paid or adjusted) that exceeds the total of \$125,753,321 during the contract period, the Department will be billed \$0.36736 per transaction.~~

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

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

<del>Provider/Recipient Mailings*</del>	<del>#10 Envelope</del>	<del>Flat Envelope</del>
<del>One (1)-page mailing</del>	<del>\$0.84813</del>	<del>\$1.68813</del>
<del>Two (2)-page mailing</del>	<del>\$0.85637</del>	<del>\$1.70440</del>
<del>Three (3)-page mailing</del>	<del>\$0.88067</del>	<del>\$2.00067</del>
<del>Four (4)-page mailing</del>	<del>\$0.89693</del>	<del>\$2.01693</del>
<del>Five (5)-page mailing</del>	<del>\$0.91320</del>	<del>\$2.03320</del>

~~\*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. (Amendment 15)~~

**Added with Amendment 14:**

**~~With the execution of this Amendment 14, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2015:~~**

<del>Month of Service</del>	<del>Amount Billed to DHH</del>
<del>January</del>	<del>\$3,683,629</del>
<del>February</del>	<del>\$3,683,629</del>
<del>March</del>	<del>\$3,683,629</del>
<del>April</del>	<del>\$3,683,629</del>
<del>May</del>	<del>\$3,250,000</del>
<del>June</del>	<del>\$3,250,000</del>
<del>July</del>	<del>\$3,250,000</del>
<del>August</del>	<del>\$3,250,000</del>
<del>September</del>	<del>\$3,250,000</del>
<del>October</del>	<del>\$3,000,000</del>
<del>November</del>	<del>\$3,000,000</del>
<del>December</del>	<del>\$3,000,000</del>
<del>Total</del>	<del>\$39,984,516</del>

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. For any transaction (paid or adjusted) that exceeds the total of \$103,753,597 during the contract period, the Department will be billed \$0.36537 per transaction.~~

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

<del>Project Name</del>	<del>Month of Service</del>	<del>Monthly Charge</del>
<del>ICD- 10 Project</del>	<del>January thru October</del>	<del>\$142,161</del>



~~Hospital Pre-Certification &  
Hospice Svcs~~

~~January~~ ~~\$308,194~~

~~Excess Postage (i.e., postage for  
special mailings to providers  
and/or recipients in excess of 500  
pieces)~~

~~January thru  
December~~

~~Actual amount  
of excess postage  
costs~~

~~PLI Claims  
December~~

~~January thru~~

~~PLI Claims will  
continue to be  
Billed separately  
and will not be  
counted in the  
total transactions  
listed above.  
They will be  
billed at  
\$0.38537 per  
claim line~~

## Exhibit A

<b>Provider/Recipient Mailings*</b>	<b># 10 Envelope</b>	<b>Flat Envelope</b>
<b>One (1)-page mailing</b>	<b>\$0.848 13</b>	<b>\$1.68813</b>
<b>Two (2)-page mailing</b>	<b>\$0.85637</b>	<b>\$1.70440</b>
<b>Three (3)-page mailing</b>	<b>\$0.88067</b>	<b>\$2.00067</b>
<b>Four (4)-page mailing</b>	<b>\$0.89693</b>	<b>\$2.01693</b>
<b>Five (5)-page mailing</b>	<b>\$0.91320</b>	<b>\$2.03320</b>

~~\*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 (Amendment 14).~~

### Added with Amendment 25:

For purposes of this Amendment 25 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 are 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 Responsibilities
2.6.3.9.1 SDG Responsibilities	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 Participating 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 Surveillance and Utilization Review Subsystem (SURS)	

**Added with Amendment 24:**

~~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>	
<del>1.1(4) RDBMS</del>	<del>1.1(7) Phase in Schedule of Events</del>
<del>1.2(2) Transition</del>	<del>1.2(4) RDBMS</del>
<del>1.2(5) Managed Care System</del>	<del>1.4.4.1 Optional Targeted Case Management</del>
<del>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</del>	<del>1.6 Approach to Desired Enhancements</del>
<del>2.3(2) Phase-In</del>	<del>2.3(8) Subsystem-Community Care/EPSDT</del>
<del>2.3(9) Turnover</del>	<del>2.3(14) Subsystem-Hospital Pre-Admission</del>
<del>2.4.3 Staffing Key Personnel</del>	<del>2.4.3.2 Experience</del>
<del>2.4.4 Policy Conformance</del>	<del>2.5 Phase In Requirements</del>
<del>2.6.3.6 Facility Requirements</del>	<del>2.6.3.8.1 SMG Responsibility</del>
<del>2.6.3.9.1 SDG Responsibility</del>	<del>2.6.4 Staffing Requirement</del>
<del>2.7.3.2.2 (B) (C) Case Management/EPSDT</del>	<del>2.7.6.2.4.1 SURS Staffing</del>
<del>2.7.8 Community Care/EPSDT Subsystem</del>	<del>2.7.13 Community Care Functions</del>
<del>2.7.15 Inpatient Hospital Pre-Admission</del>	<del>2.8.2.3.1 Scheduled Field Visits</del>
<del>2.8.2.3.2 Unscheduled Field Visits Participation Providers</del>	<del>2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers</del>
<del>2.8.4.4 (3) Conduct field meetings</del>	<del>2.8.4.4 (7 through 12) Provider Visits</del>
<del>2.10.2.1 Phase In</del>	<del>2.10.2.10 Key Personnel &amp; Staffing</del>
<del>2.10.2.11 Turnover</del>	<del>2.10.2.14 Hospital Pre-Admission</del>

<del>2.11.5 Merging Community Care/EPSDT</del>	<del>2.11.8 Case Management of Medical Care</del>
<del>2.11.9.2 Facility Location</del>	<del>2.11.9.11 Community Care</del>
<del>2.11.10 DRG</del>	<del>2.12 Turnover Requirements</del>
<del>3.3 &amp; 7) C (4) Provider Data Entry</del>	<del>3.3 (8) Communications</del>
<del>3.3 (11) B Encounter Processing</del>	<del>3.3 (12) O Provider the capability to process reinsurance claims</del>
<del>3.3 (13) F Reports required for PACE and/or managed care</del>	<del>Section 4 Deleted</del>
<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>
<del>2.7.6.2.3.1 Objectives</del>	<del>2.7.6.2.3.2 Description</del>

**Added with Amendment 23:**

For purposes of this Amendment 23 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>	
<del>1.1(4) RDBMS</del>	<del>1.1(7) Phase in Schedule of Events</del>
<del>1.2(2) Transition</del>	<del>1.2(4) RDBMS</del>
<del>1.2(5) Managed Care System</del>	<del>1.4.4.1 Optional Targeted Case Management</del>
<del>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</del>	<del>1.6 Approach to Desired Enhancements</del>
<del>2.3(2) Phase In</del>	<del>2.3(8) Subsystem Community Care/EPSDT</del>
<del>2.3(9) Turnover</del>	<del>2.3(14) Subsystem Hospital Pre Admission</del>
<del>2.4.3 Staffing Key Personnel</del>	<del>2.4.3.2 Experience</del>
<del>2.4.4 Policy Conformance</del>	<del>2.5 Phase In Requirements</del>
<del>2.6.3.6 Facility Requirements</del>	<del>2.6.3.8.1 SMG Responsibility</del>
<del>2.6.3.9.1 SDG Responsibility</del>	<del>2.6.4 Staffing Requirement</del>
<del>2.7.3.2.2 (B) (C) Case Management/EPSDT</del>	<del>2.7.6.2.4.1 SURS Staffing</del>
<del>2.7.8 Community Care/EPSDT Subsystem</del>	<del>2.7.13 Community Care Functions</del>
<del>2.7.15 Inpatient Hospital Pre Admission</del>	<del>2.8.2.3.1 Scheduled Field Visits</del>
<del>2.8.2.3.2 Unscheduled Field Visits Participation Providers</del>	<del>2.8.2.3.3 Unscheduled Field Visits Non- Participating Providers</del>
<del>2.8.4.4 (3) Conduct field meetings</del>	<del>2.8.4.4 (7 through 12) Provider Visits</del>
<del>2.10.2.1 Phase In</del>	<del>2.10.2.10 Key Personnel &amp; Staffing</del>
<del>2.10.2.11 Turnover</del>	<del>2.10.2.14 Hospital Pre Admission</del>
<del>2.11.5 Merging Community Care/EPSDT</del>	<del>2.11.8 Case Management of Medical Care</del>
<del>2.11.9.2 Facility Location</del>	<del>2.11.9.11 Community Care</del>
<del>2.11.10 DRG</del>	<del>2.12 Turnover Requirements</del>

<del>3.3 &amp; 7) C (4) Provider Data Entry</del>	<del>3.3 (8) Communications</del>
<del>3.3 (11) B Encounter Processing</del>	<del>3.3 (12) O Provider the capability to process reinsurance claims</del>
<del>3.3 (13) F Reports required for PACE and/or managed care</del>	<del>Section 4 Deleted</del>
<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>





# ~~GAINWELL Operations~~

## ~~2022 Billing Model~~

~~Gainwell Technologies LLC &  
Louisiana Department of Health~~

~~Version 5.0~~

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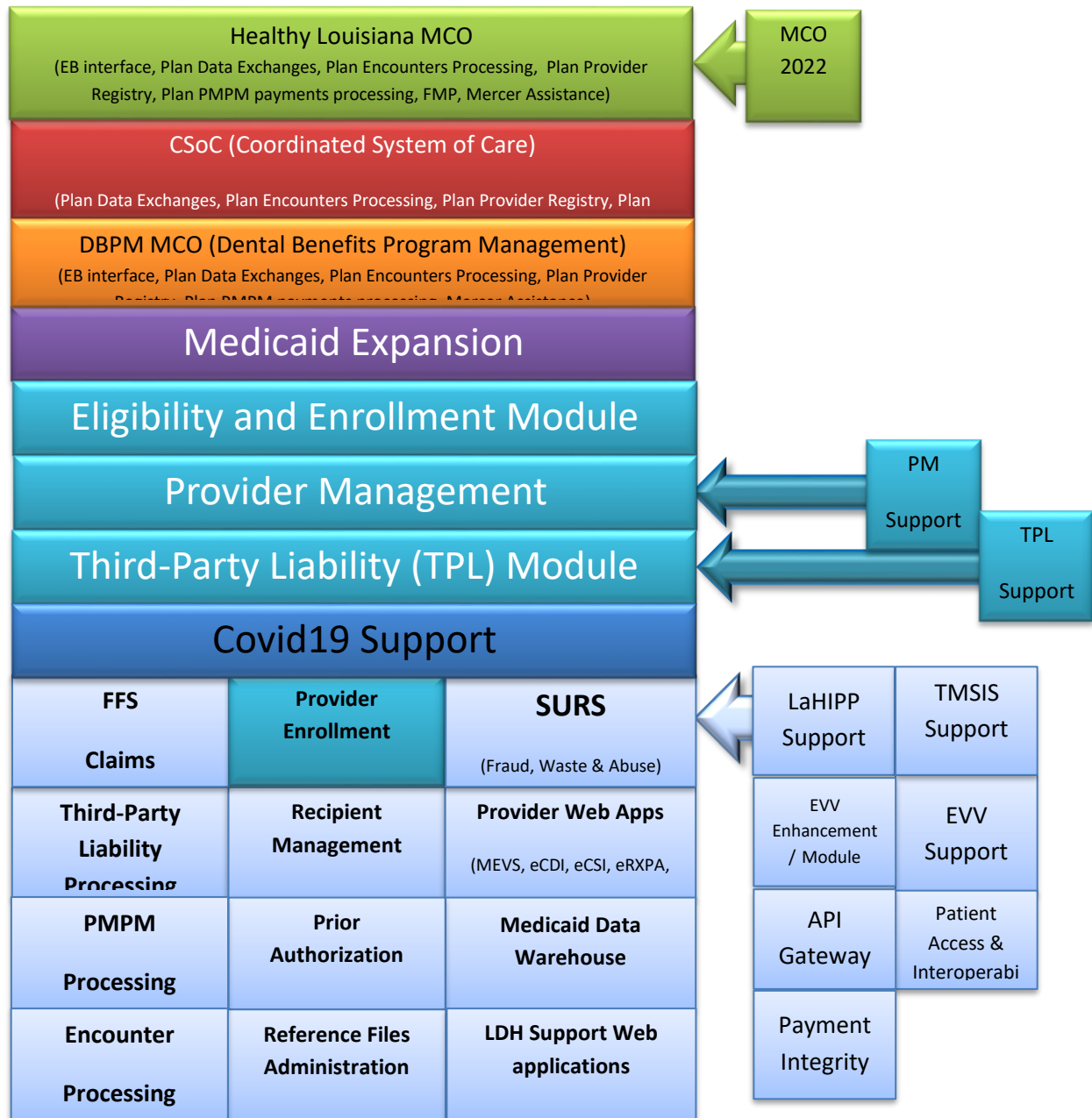
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## 2022 Billing Model Assumptions/Influencers

- ~~Provider Updates and Pharmacy Preferred Drug Lists will be distributed through [www.lamedicaid.com](http://www.lamedicaid.com). If required, a one page letter will be sent to Providers notifying them of the location on website which is included in the base price~~
  - ~~Existing operational correspondence such as those produced from Prior Authorization, Chisholm Recipient program, SURS, Provider Relations, Claims (including EDI), PBM/Lock-In, provider payments, Remittance Advices, etc. are included in the operational base price~~
  - ~~All mailings will be subject to SFP Section 5.3.4 Increases in Postage Rates. Gainwell Technologies LLC (Gainwell) will produce separate monthly excess postage invoices~~
  - ~~Provider/Recipient mailings more than 500 pieces will be billed at rates identified in the Provider/Recipient Mailings section below (page 8)~~
  - ~~All existing operational systems will continue to be maintained. GAINWELL will retain Provider FFS Enrollment operational systems~~
  - ~~MCO Provider Enrollment and FFS Provider Revalidation operations will continue as currently established~~
  - ~~Provider site visits for moderate and high-risk providers (as constituted by ACA regulations) will be performed by Gainwell. Field Representatives interactions with providers will be conducted by Webinar with no required travel except with the prior approval of the Department~~
  - ~~All cases reviewed by SURS Team, including those reviewed by the Triage Team, will count toward the requirement of closing 600 cases annually (including FFS claims and encounters)~~
  - ~~There is no 2022 cap on the numbers of transactions (claims, encounters, capitated payments) that Gainwell will process~~
-

## ~~2022 Operations Support Diagram~~



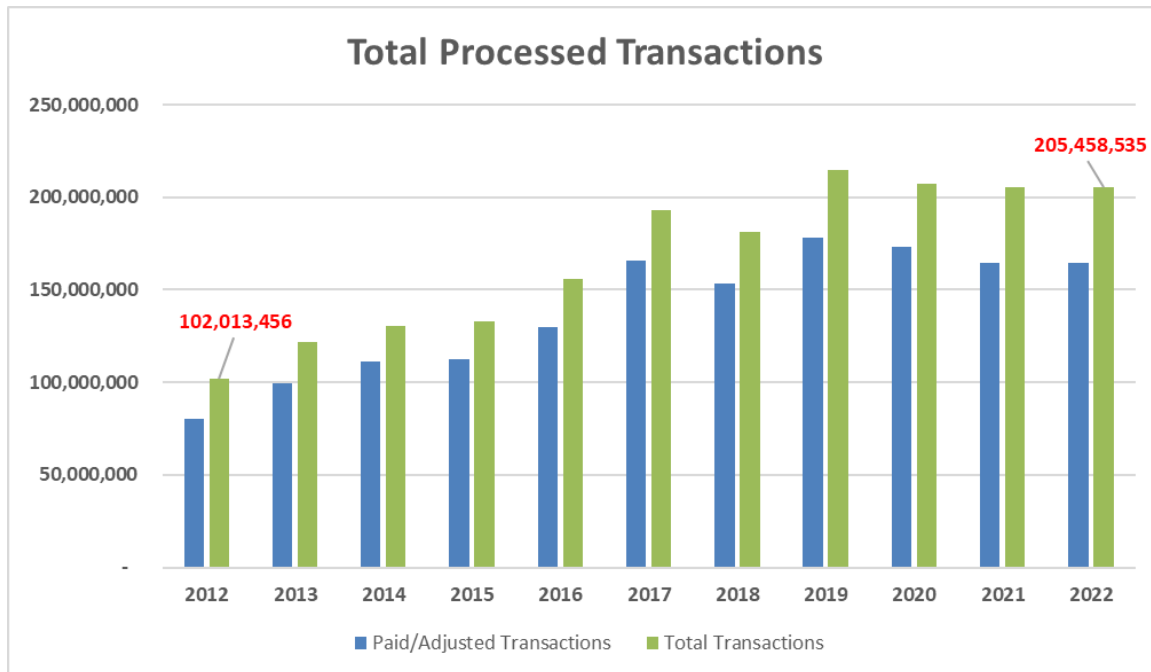
### Abbreviations:

CSoc=Coordinated System of Care  
 DBPM=Dental Benefits Program Management  
 EA=Enterprise Architecture  
 eCDI=Web-based Provider Clinical Data Inquiry  
 eCSI=Web-based Provider Claims Status Inquiry  
 EFT=Electronic Funds Transfer  
 E&E=Eligibility and Enrollment  
 EVV= Electronic Visit Verification  
 FFS= Fee for Service  
 FMP=Full Medicaid Payment

LaHIPP=Louisiana Health Insurer Premium Payments  
 MCO= Managed Care Organization  
 MEVS=Medicaid Eligibility Verification  
 PA=Prior Authorization  
 PDL=Preferred Drug List  
 PMPM=Per Member Per Month  
 RX=Pharmacy  
 SMO=Statewide Management Organization  
 SURS=Surveillance and Utilization Review  
 TMSIS=Transformed Medicaid Statistical Information Set

## Transaction Volumes

Total processed transactions (paid, adjusted, denied) have increased 101% between 2012 and 2022 as shown in below chart. Total Transactions: 205+ Million (projected for 2022)



	Paid/Adjusted Transactions	Denied Transactions	Total Transactions	
2012	80,519,501	21,493,955	102,013,456	
2013	99,637,099	22,067,747	121,704,846	
2014	110,920,519	19,821,268	130,741,787	
2015	112,290,786	20,601,514	132,892,300	
2016	129,554,318	26,289,089	155,843,407	
2017	165,770,459	27,328,036	193,098,495	
2018	153,291,002	28,230,547	181,521,549	
2019	178,062,059	36,606,121	214,668,180	
2020	173,259,374	34,106,586	207,365,960	
2021	164,267,539	41,190,996	205,458,535	{projected}
2022	164,267,539	41,190,996	205,458,535	{projected}

## Historical Pricing

The table on the next page shows the per transaction price, annual volume and LDH costs for years 2017 through 2022.



<b>Calendar Year</b>	<b>Contract Period</b>	<b>Annual Volume</b>	<b>Base Operational Costs</b>	<b>Estimated Postage Costs</b>	<b>Annual LDH Total Costs</b>
<b>2017</b>	<b>Extension-Year 3</b>	<b>193,098,495</b> (Actual-Paid/Denied/Adjusted)	<b>\$46,197,282</b>	<b>\$65,739</b> (actual)	<b>\$46,263,021</b>
<b>2018</b>	<b>Extension-Year 4</b>	<b>181,521,549</b> (Actual-Paid/Denied/Adjusted)	<b>\$46,188,388</b>	<b>\$63,309</b> (actual)	<b>\$46,251,697</b>
<b>2019</b>	<b>Extension-Year 5</b>	<b>214,668,180</b> (Actual-Paid/Denied/Adjusted)	<b>\$47,752,831</b>	<b>\$66,953</b> (actual)	<b>\$47,819,784</b>
<b>2020</b>	<b>Extension-Year 6</b>	<b>207,365,960</b> (Actual-Paid/Denied/Adjusted)	<b>\$47,814,853*</b>	<b>\$63,908</b> (actual)	<b>\$47,908,761</b>
<b>2021</b>	<b>Extension-Year 7</b>	<b>205,458,535</b> (Projected-Paid/Denied/Adjusted)	<b>\$54,311,712**</b>	<b>\$63,908</b> (projected)	<b>\$50,345,690</b>
<b>2022</b>	<b>Extension-Year 8</b>	<b>205,458,535</b> (Projected-Paid/Denied/Adjusted)	<b>\$53,750,308***</b>	<b>\$63,908</b> (projected)	<b>\$53,814,216</b>

**\*2020** Includes Base Operations, Legacy Provider Enrollment \$504,000 (applied to Appendix C)

**\*\*2021** Includes Base Operations, Legacy Provider Enrollment, Provider Management & PAI DDI and Maintenance & Operations (M&O)

**\*\*\*2022** Includes Base Operations, Legacy Provider Enrollment, Provider Management M&O, PAI M&O, First Databank Medicaid/Drug Rebate Module

## Basis of Calculations

- **Annual Volume**
  - 2017 through 2020 – Actual YTD totals are shown
  - 2021 – January through May 17<sup>th</sup> (20 weeks) actual volumes used; remaining through December projected based on YTD averages
  - 2022 – based on GAINWELL projections
- **Base Operational Costs – Fixed price**
- **Estimated Postage Costs – postage greater than 2005 USPS rates**
- **Annual LDH Costs – Base Operational Costs Plus Estimated Postage Costs**
- **2020 Costs – updated to show actuals**
- **2021/2022 Estimated Postage Costs – projected charges for Excess Postage**

## Pricing Methodology

GAINWELL proposes a fixed monthly operational charge which includes all services identified above. There will be no annual cap applied to paid and adjusted transactions (claims, PMPMs and encounters).

## LDH 2022 Billing Schedule

The below table identifies 2022 pricing.

LDH Billing Schedule	Base Ops (incl. Legacy Prov. Enroll)	Prov Mgmt M&O	PAI Project	FDB- Medicaid / Drug Rebate Module	Total
January 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,852</del>	<del>\$25,000</del>	<del>\$4,496,649</del>
February 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
March 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
April 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
May 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
June 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
July 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
August 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
September 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
October 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
November 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
December 2022	<del>\$4,107,582</del>	<del>\$326,215</del>	<del>\$37,851</del>	<del>\$————</del>	<del>\$4,471,648</del>
<b>Total</b>	<b><del>\$49,290,984</del></b>	<b><del>\$3,914,580</del></b>	<b><del>\$454,213</del></b>	<b><del>\$25,000</del></b>	<b><del>\$53,684,777</del></b>

\*—— Pricing was previously authorized in Amendment 22 (\$113,554)

Note: Gainwell does not provide pricing by functional/operational areas. GAINWELL deems this to be proprietary information and distribution of this detail could negatively impact GAINWELL in the marketplace. Many factors can influence potential savings such as timing, labor disposition, hardware and software maintenance schedules, etc. Should any functional/operational area be reduced or eliminated in 2022, GAINWELL, in good faith, will negotiate any potential price changes.

## Provider Site Visits

The following modifications were applied to the 2022 LDH Costs:

- ~~Provider site visits for moderate and high risk providers will be performed by Gainwell as employee and provider safety allows in the COVID 19 environment.~~
- ~~The present agreement to conduct site visits via teleconference will remain in place for CY2022 with Department approval~~

## Provider/Recipient Mailings

- ~~Excess postage will be billed as stated in the 2003 SFP, Section 5.3.4 Increase in Postage Rates. GAINWELL will pay the applicable 2005 postal rates. Total postage will be reduced by the 2005 postage rate and excess costs will be billed to LDH.~~
- ~~Mailings exceeding 500 pieces will be billed at a per piece rate that contains all mailing costs (LDH will not be billed for excess postage on these mailings)~~
- ~~Large mailings, those more than 500 pieces, will be priced according to the following schedule:~~

<u>No. of Pages in Mailing</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <small>(9 x 12 inches)</small>
<u>One (1) page mailing</u>	<u>\$0.86813</u>	<u>\$1.70813</u>
<u>Two (2) page mailing</u>	<u>\$0.87627</u>	<u>\$1.72440</u>
<u>Three (3) page mailing</u>	<u>\$0.90067</u>	<u>\$2.02067</u>
<u>Four (4) page mailing</u>	<u>\$0.91693</u>	<u>\$2.03693</u>
<u>Five (5) page mailing</u>	<u>\$0.93320</u>	<u>\$2.05320</u>

- ~~Pricing includes:~~
    - ~~1. Supplies – paper, toner, envelope, mail machine ink~~
    - ~~2. USPS postage costs~~
    - ~~3. Labor costs for printer & folding setup, printing, inserting, postage metering and mailing~~
  - ~~This 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 mailouts exceeding 5 pages will be priced separately~~
-

## Talking Points for Legislative Committee

- Transaction volumes (claims, capitated payments, and encounters) have increased since 2015 from 133M to 243M+
- The national average for processing an electronic claim in 2020 was \$0.56<sup>1</sup>. The comparable estimated per transaction cost for LDH in 2022 is \$0. (see page 6)
- GAINWELL will provide the following additional services at no additional costs:
  1. GAINWELL will work with LDH to transition to a new TPL modernization module
  2. GAINWELL will continue to work with LDH to expand the LaHIPP (Health Insurers Premium Payments) application
  3. In 2022, GAINWELL will complete a project to upgrade/migrate ClaimCheck to Claims Xten

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<sup>1</sup> 2020 CAQH INDEX: Conducting Electronic Business Transactions: Why Greater Harmonization Across the Industry is Needed <https://www.caqh.org/sites/default/files/explorations/index/2020-caqh-index.pdf>

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<sup>1</sup> 2020 CAQH INDEX: Conducting Electronic Business Transactions: Why Greater Harmonization Across the Industry is Needed <https://www.caqh.org/sites/default/files/explorations/index/2020-caqh-index.pdf>

~~**Added with Amendment 22**~~

~~**AMENDMENT 22 EXHIBIT A**~~



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## Executive Summary

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~~DXC MS LLC is the entity submitting this Patient Access and Interoperability (PAI) solution proposal to the Louisiana Department of Health. On October 1, 2020, the separation and sale of U.S. State & Local Health and Human Services business from DXC Technology to Veritas Capital was finalized. DXC MS LLC will be referred to by our new business name, Gainwell Technologies LLC ("Gainwell"), for the remainder of this proposal.~~

~~Gainwell is pleased to present the Louisiana Department of Health (LDH) with this proposal to provide a complete solution for the State's fulfillment of the CMS Interoperability and Patient Access mandate, in accordance with the 21<sup>st</sup> Century Cures Act Final Rule. The following proposal will provide background and justification for the services and define the program scope of work, key assumptions and requirements, implementation timelines, terms and conditions, and pricing.~~

~~**Background:** The 21<sup>st</sup> Century Cures Act Final Rule was released in March of 2020 as a means of improving interoperability and person engagement with their medical care information, services, and options. The rule focuses on four primary areas of concern as it relates to empowering patients/members:~~

- ~~• Cost and outcomes — provide transparency into the cost and outcomes of their medical care~~
- ~~• Convenience — enable modern smart phones and mobile access to information~~
- ~~• Competition — open access to search and find competitive options for medical care~~
- ~~• Innovation — leverage an app economy that provides patients, physicians, hospitals, payers, and employers with new capabilities, third-party solutions, and greater choice in medical care~~

~~Gainwell has devised the following three levels of participation for Interoperability and Patient Access. Depending on the data available within the State, Level 1 for Claims only and Level 2 and 3 for Claims and Clinical data, the State can achieve compliance with the CMS mandate.~~

- ~~• Level 01 — makes access to patient claims/encounter, provider directory, and formulary data available to members~~
- ~~• Level 02 — provides Level 01, plus makes access to patient clinical data records available~~
- ~~• Level 03 — payer-to-payer sharing of patient clinical data when a member moves between plans~~

~~Data that is collected, integrated, and stored must adhere to federal and industry requirements for security and storage such as Fast Health Interoperability Resource (FHIR) and Trusted Exchange Framework and Common Agreement (TEFCA) standards. Data stored in an Integrated Care Records database using FHIR resource structure is then made available to third-party applications or apps using an API gateway. Data at rest and in motion is encrypted to adhere to NIST 800-53 and HIPAA standards for security.~~

~~As your strategic partner, Gainwell is prepared to share important lessons learned from our experience with other State partners, who have experienced similar organizational and program transformations.~~

~~Your Gainwell Louisiana account team is eager to schedule proactive planning sessions to share these findings and improvement recommendations to make certain of a successful transition to the new environment.~~

~~Additionally, Gainwell believes in exploring creative methodologies to promote member self-service and empowerment.~~

~~As the State of Louisiana continues to move forward along its path of modernizing the services and offerings to meet the changing needs of its providers and members, Gainwell understands that this undertaking requires close collaboration with an experienced company who offers a modern technology platform that is flexible, agile, and sustainable.~~

~~Gainwell is an industry leader in healthcare and human services, with a focus on Medicaid. As part of this proposal, we are offering Patient Access and Interoperability (PAI).~~

~~With this framework, the LDH Medicaid program will see increased efficiency, improved automation, and added provider and member self-service functionality.~~

#### **Patient Access and Interoperability**

~~The need to provide Medicaid members access to their medical records is increasing by user demand and by federal regulation. Gainwell has a solution to provide digital transformation of Medicaid data and meet CMS guidance. Gainwell has developed a Patient Access and Interoperability (PAI) solution that allows members to view their Medicaid data easily and securely.~~

~~Our solution is compliant with the 21st Century Cures Act Final Rule and empowers members to take control of their healthcare options and access. Our PAI solution offers members transparency to their care, the ability to search for care options, access to data through smartphone apps, and a true innovation in reviewing and understanding their Medicaid data.~~

#### **Conclusion**

~~With this proposal, Gainwell strives to address Louisiana Department of Health's short- and long-term CMS compliance requirements and needs.~~

~~Gainwell looks forward to extending our relationship with the Louisiana Department of Health by delivering quality products and service excellence.~~

~~With the solutions we are delivering, LDH will see improved efficiencies and service delivery to the Medicaid community.~~

## Scope of Work

~~This proposal is for a nine (9) month period to run coterminous with the Gainwell MMIS Fiscal Agent contract with the State of Louisiana. The effective service period is from 04/01/2021 through 12/31/2021.~~

~~The Patient Access and Interoperability (PAI) solution model selected by the State of Louisiana Department of Health is Level 01 compliance – claims, provider, and formulary data availability. The following figure highlights three components of the PAI model:~~

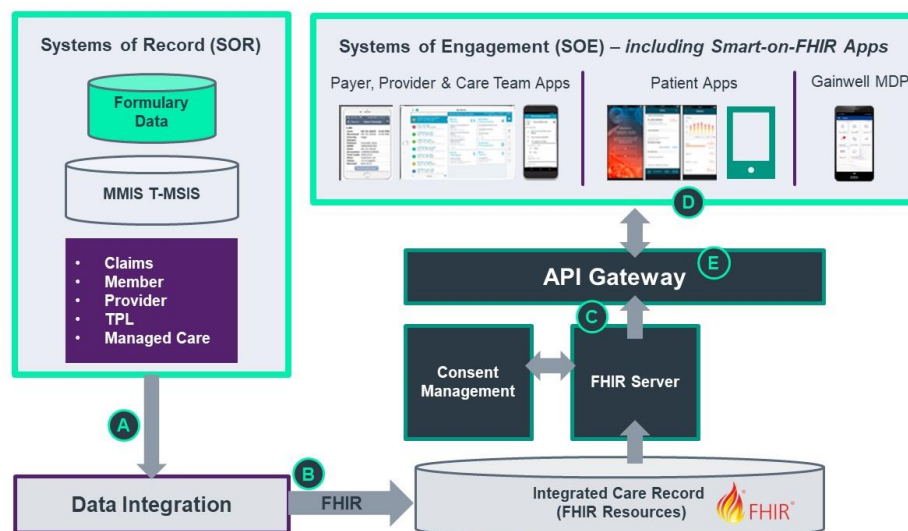
- ~~1) Data Sources – controlled by the State and/or their MMIS Vendor~~
- ~~2) Technology Stack – services to populate data in the FHIR repository and make data available to members using the API Gateway and the Consent Management component to authorize access~~
- ~~3) Third-party applications to access FHIR data using the API Gateway~~

~~Figure 1. Patient Access to Health Records~~

### Patient Access Through APIs

~~Phase 1: Patient (member or beneficiary) requests their health data from their current Medicaid plan who established a longitudinal health record from T-MSIS and Provider Directory data~~

- ~~A. Medicaid plan produces T-MSIS data and Provider Directory data.~~
- ~~B. T-MSIS and Provider data are transformed into FHIR format, linked with patient's ID and stored for patient access and future use.~~
- ~~C. Rule compliant Patient Access and Provider Directory APIs available.~~
- ~~D. Patient requests their health history data through a mobile app or web app from a third party or their Medicaid plan.~~
- ~~E. API Gateway enforces security policy and packages the data for access by member's mobile app.~~



~~As part of the PAI~~

~~Scope of Work for Level 01 compliance, Gainwell will fulfill the elements contained in Component 2 – the Technology Stack highlighted in black in Figure 1 above, as well as the extraction of data from T-MSIS and formulary sources. Component 2 consists of a cloud-based platform; the data ingestion from T-MSIS (that includes Provider Data) and the State Formulary file sources; the translation of data into the FHIR format; maintenance and storage of the PAI database; and the creation and maintenance of the API gateway that will enable member access to the FHIR data using the Consent Management App. Please see Appendix C for screen flow of the Consent Management App.~~

~~Gainwell will provide or fulfill the following:~~

- ~~• The PAI service is a cloud-based technology platform and service components.~~
- ~~• Ingest data from the State's T-MSIS file and Formulary files that includes the following:~~
  - ~~– The State T-MSIS data set that includes the following seven files:~~
    - ~~1. Eligible FFS members~~
    - ~~2. Enrolled Providers~~
    - ~~3. Third Party Liability~~
    - ~~4. In-Patient Claims~~
    - ~~5. Pharmacy (Rx) Claims~~
    - ~~6. Long Term Care (LTC) Claims~~
    - ~~7. Other Claim Types~~
  - ~~– The State Formulary database file(s) that include the following:~~
    - ~~1. Drug Benefit Data, Pharmacy Directory, Formulary and/or the Preferred Drug List~~
- ~~• Updates to the System from the T-MSIS (including Provider Data) and Formulary data sources will be run at least weekly, after the final Financial Posting of "Fully Paid and/or Final Adjudication of Claims."~~
- ~~• Support and updates to the PAI environment to accommodate all CMS mandated changes to the T-MSIS File structure.~~
- ~~• Basic level support for the State and data suppliers for the operational effectiveness during normal State business hours. In particular, Gainwell will provide run books to allow the Member Support Desk to answer basic questions. Additionally, data-related questions will be routed to the existing LDH support team, and technology stack-specific questions will be addressed by email support within 24 hours. Please see Appendix A for a breakdown of the projected call types and Appendix B for the proposed Service Desk Flow.~~
- ~~• The PAI system will populate and maintain all records in scope from 1/1/2016 and each weekly file feed into the FHIR database system throughout the duration of the contract or until CMS amends the compliance ruling.~~
- ~~• Should the contract for PAI services with Gainwell terminate, Gainwell will support the transition of stored data to the State or another third-party vendor according to the MMIS contract's T&Cs and transition costs.~~
- ~~• The PAI System will operate in accordance with State regulatory compliance requirements (for example, NIST 800-53, HIPAA, and other State policies) for data and systems security.~~

~~The State and/or its contractors will provide the following:~~

- ~~• Timely access to all State resources and data files~~
- ~~• Support for systems review and compliance with State Standards~~



- State approval for DDI completion and go live to the production/O&M contract phase
- Data sources to feed the PAI FHIR database completed and maintained from 1/1/2016 to present and for all future periods, unless and until amended by CMS mandates

The Gainwell PAI solution delivers a common cloud-based platform enabling leverage and reuse of standardized API and security processes. The solution uses existing standardized data resources within the LDH Medicaid enterprise, LDH specific data related to the formulary, and members/dependents data so that parents/legal guardians can access their minor children's data.

Within the solution, the Louisiana Department of Health T-MSIS data, provider directory, and formulary data are captured and transformed into Fast Health Interoperability Resources (FHIR) format, linked with the member ID, and stored for patient access and future use. When the member accesses the data, the API Gateway wraps the data in a security blanket, providing privacy for the standardized transmission. Through the Gainwell PAI solution, the member can request health history data through any third-party applications or apps that have access.

## Patient Access and Interoperability Roles and Responsibilities

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The roles and responsibilities associated with the implementation and ongoing support of the platform include the following key elements:

### Louisiana Department of Health Team

- Message members about availability and access to the data.
- Address data inaccuracies as identified by members. Please see the Service Desk Flow in Appendix B.
- Members who do not have the ability to access the PAI themselves will have the option to have their parent/legal guardian access the system on their behalf in accordance with LDH's existing HIPPA privacy rules. Additionally, should LDH have the ability to provide a data feed containing this information, the platform has the ability to leverage this data for access in the future.

### Gainwell Team

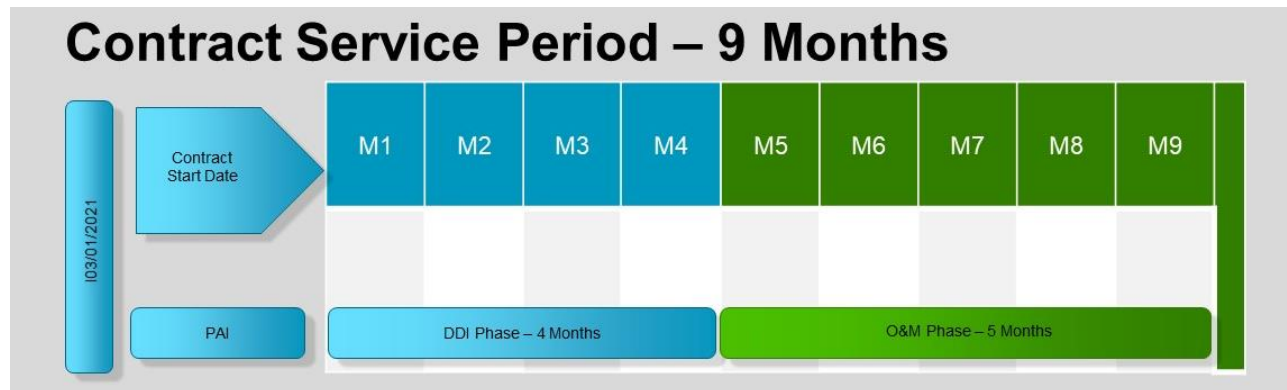
- Develop and maintain the extract, transform, and load (ETL) functions associated with the T-MSIS historical extract.
- Develop and maintain the extract, transform, and load (ETL) functions associated with the T-MSIS weekly extract (post financial run). Non-claims components of T-MSIS including Provider Data can be run monthly or weekly.
- Develop and maintain the extract, transform, and load (ETL) functions associated with the Formulary data
- Implement and support the automation necessary to move the weekly T-MSIS extracts to the FHIR Server for processing using a Secure FTP
- Support changes to the T-MSIS mapping to FHIR based on CMS requirements

- ~~Confirm the platform is performing as required and properly publish the APIs as outlined in the CMS Final Rule~~
- ~~Implement and support the member identification and authorization service needed to allow member access to API resources~~
- ~~Provide project-related plans and materials based on current contract requirements~~
- ~~Provide Level II help desk support to validate and authorize member access that cannot be resolved automatically based on available data~~
- ~~Test and certify the platform to confirm CMS requirements~~

## Project Timeline and Deliverables

Services will commence 30 days from contract effective date, unless an alternative PAI Service Start Date is mutually agreed to by the parties. The timeline in the following figure details the contract service period.

Figure 2. Project Timeline



## Project Deliverables

Gainwell will provide the cloud-based PAI platform:

- **DDI Phase – Within the first four months, Gainwell will:**
  - Make certain regular feeds of T-MSIS including Provider data and Formulary data are loaded, tested, validated, and processed properly into the PAI platform
  - Make certain the API gateway is tested, operational, and functioning properly for access by any third-party applications or apps to enable access to data
  - Activate the PAI system in production for weekly data loads and access by members for claims data
- **For History file load to PAI (1/1/2016–12/31/2020) T-MSIS data including Provider data:**
  - Review, test, and validate completeness of data loads
- **Operations and Maintenance Phase – Commencing in Month 5 of the contract:**
  - Ongoing communication, coordination, and support to the data suppliers/systems for weekly feeds, as necessary
  - Support to the State for PAI services
  - Active monitoring of the PAI platform for performance, system uptime, security patches, and upgrades
  - Operational uptime of the PAI platform at 99.9% other than any scheduled and communicated system down time for maintenance issues, as applicable

- ~~– PAI system availability 24x7x365~~
- ~~– Gainwell will work with the State to make certain the PAI system and APIs are adequately documented, reviewed, and tested so the program can receive Outcomes-Based Certification from CMS for FFP match~~

## Assumptions, Terms and Conditions

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Gainwell assumes the following solution parameters in terms of scope, boundary, and respective roles and responsibilities:

- This proposal assumes LDH will use the established change management processes (CSR/CO) to produce the required data to support the PAI federal requirements within the required time frames.
- Data requirements include the following:
  - The Final Rule requires that a patient's claim data be made available through the API within one business day of final adjudication. This requires that a T-MSIS extract be produced at the end of the weekly financial cycle.
  - LDH and Gainwell will produce the data necessary to support the Formulary API in a format defined by the PAI project team.
  - LDH will supply an extract of any parents/legal guardians who will have access to the records of their minor children so that the appropriate data access permissions can be granted. This data is not available within T-MSIS.
- Each third-party app will go through a testing and light weight vetting process in accordance with the Final Rule before the app is granted access to the LDH PAI repository. Once the app is registered, it can be used by any LDH member to access their data through the PAI APIs.
- The following items are provided by the Gainwell Product team:
  - Product fees cover production defect support and ongoing quarterly releases
  - Hosting and support of the cloud/IT environment
  - Standard templates and web service interfaces
- Our solution includes account support of the following functions:
  - Knowledgebase import and user guide updates
  - Required account interfaces
  - Project Management, Change Management
  - Creating member training information



## Appendix A

The following table contains a list of the forecasted call types and volumes.

Table 1. Call Types and Volumes

Type	Description	Tickets/ month/ 100K mbrs
Data Ingestion and Mapping-Issues	Real-time data feeds, questions as these are logged and analyzed (including truncations and so forth)	25
Data Content-related Issues	Questions on actual claim information, amounts, incorrect demographics, and so forth	4
User Identity Management	Login issues, forgot password, username, and so forth	18
State Identity Provider API-Issues	For example, Oracle Identity Manager, any issues with backend auth APIs	5
Questions on Privacy/Consent	Members who want to know more about the process, what they are authorizing, how to revoke access for app, and so forth	4
Locating Records	Health system/payer to which data is affiliated	3
Record Deletion Requests	Members who want all data deleted	4
Member Consent App Issues	Errors with Member Consent App	5
Total		59

## Pricing Summary

Pricing for the contract term of 9 months totals \$727,108.57

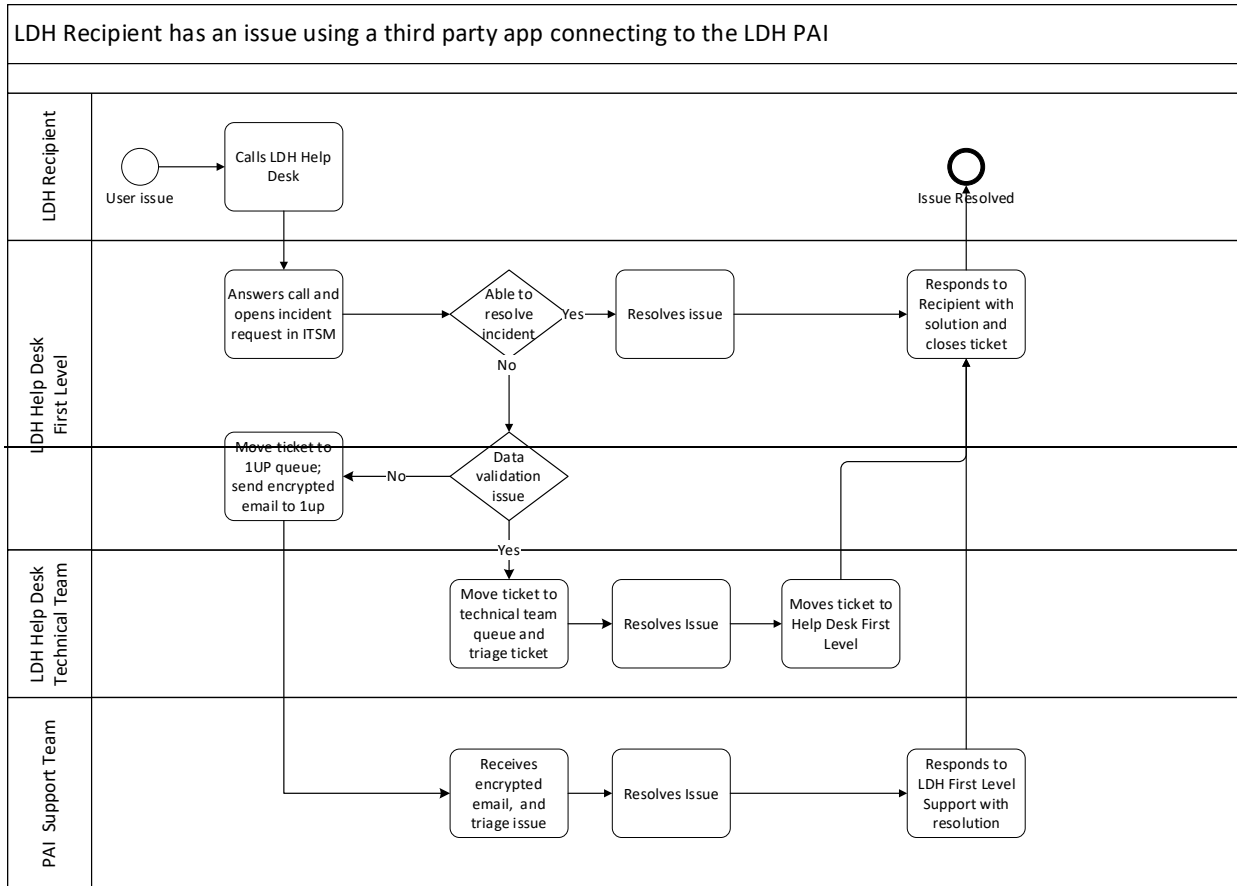
Prices are broken down as follows:

PRICE	Grand Total	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
DDI	\$500,000.00	\$ 166,666.67	\$ 166,666.66	\$ 166,666.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAI DDI	\$500,000.00	\$ 166,666.67	\$ 166,666.66	\$ 166,666.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAI O&M	\$227,108.57	\$ -	\$ -		\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43
PAI - O & M Services	\$171,428.57	\$ -	\$ -		\$28,571.43	\$28,571.43	\$28,571.43	\$28,571.43	\$28,571.43	\$28,571.43
One FTE to Support O&M	\$ 55,680.00	\$ -	\$ -		\$ 9,280.00	\$ 9,280.00	\$ 9,280.00	\$ 9,280.00	\$ 9,280.00	\$ 9,280.00
Grand Total	\$727,108.57	\$ 166,666.67	\$ 166,666.66	\$ 166,666.67	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43

## Appendix B

The following figure contains a diagram of the proposed Service Desk Flow.

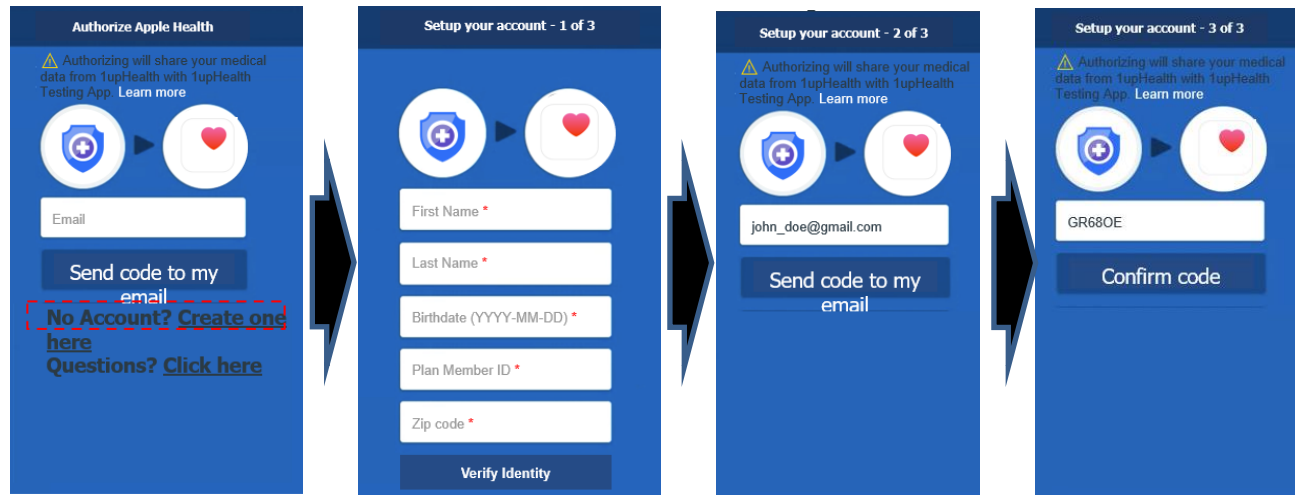
Figure 3. Service Desk Flow



## Appendix C

The following figure contains a screen flow for the Consent Management App.

Figure 4. Consent Management App



### Added with Amendment 21:

~~7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 21 (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 21 shall replace and completely supersede the Exhibit A that was attached to Amendment 19 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 are planned, development, implemented and maintained by engaging in discussion and providing historical context.~~

~~9. With the execution of Amendment Number 21, the Contractor and the Department agree to extend the terms and conditions of Amendment (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care Entity providers.~~

~~10. With the execution of Amendment Number 21, in addition to the existing provider enrollment services performed with respect to FFS, the Contractor will also provide the~~

~~provider enrollment maintenance and operations services as set forth in Exhibit B, which is attached hereto and made a part hereof, for the Louisiana Medicaid provider community beginning on or about July 1, 2021 through December 31, 2021. LDH will not be responsible for payment for such services until the Maintenance and Operations phase begins.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

## **EXHIBIT A**

~~For purposes of this Amendment 21 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that the 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 relate to, affect or are affected by these sections are hereby modified to read as if the services rendered by the Contractor never included the Eliminated Requirements.~~

<b>SFP Section Number and Description</b>	
<del>1.1(4) RDBMS</del>	<del>1.1(7) Phase in Schedule of Events</del>
<del>1.2(2) Transition</del>	<del>1.2(4) RDBMS</del>
<del>1.2(5) Managed Care System</del>	<del>1.4.4.1 Optional Targeted Case Management</del>
<del>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</del>	<del>1.6 Approach to Desired Enhancements</del>
<del>2.3(2) Phase In</del>	<del>2.3(8) Subsystem – Community Care/EPSDT</del>
<del>2.3(9) Turnover</del>	<del>2.3(14) Subsystem – Hospital Pre Admission</del>
<del>2.4.3 Staffing Key Personnel</del>	<del>2.4.3.2 Experience</del>
<del>2.4.4 Policy Conformance</del>	<del>2.5 Phase In Requirements</del>
<del>2.6.3.6 Facility Requirements</del>	<del>2.6.3.8.1 SMG Responsibility</del>
<del>2.6.3.9.1 SDG Responsibility</del>	<del>2.6.4 Staffing Requirement</del>
<del>2.7.3.2.2 (B) (C) Case Management/EPSDT</del>	<del>2.7.6.2.4.1 SURS Staffing</del>
<del>2.7.8 Community Care/EPSDT Subsystem</del>	<del>2.7.13 Community Care Functions</del>
<del>2.7.15 Inpatient Hospital Pre Admission</del>	<del>2.8.2.3.1 Scheduled Field Visits</del>

<b>2.8.2.3.2</b> <del>Unscheduled Field Visits Participation Providers</del>	<b>2.8.2.3.3</b> <del>Unscheduled Field Visits Non- Participating Providers</del>
<b>2.8.4.4 (3)</b> <del>Conduct field meetings</del>	<b>2.8.4.4 (7 through 12)</b> <del>Provider Visits</del>
<b>2.10.2.1</b> <del>Phase In</del>	<b>2.10.2.10</b> <del>Key Personnel &amp; Staffing</del>
<b>2.10.2.11</b> <del>Turnover</del>	<b>2.10.2.14</b> <del>Hospital Pre- Admission</del>
<b>2.11.5</b> <del>Merging Community Care/EPSTD</del>	<b>2.11.8</b> <del>Case Management of Medical Care</del>
<b>2.11.9.2</b> <del>Facility Location</del>	<b>2.11.9.11</b> <del>Community Care</del>
<b>2.11.10</b> <del>DRG</del>	<b>2.12</b> <del>Turnover Requirements</del>
<b>3.3 (7) C 4)</b> <del>Provider Data Entry</del>	<b>3.3 (8)</b> <del>Communications</del>
<b>3.3 (11) B</b> <del>Encounter Processing</del>	<b>3.3 (12) O</b> <del>Provide the capability to process reinsurance claims</del>
<b>3.3 (13) F</b> <del>Reports required for PACE and/or managed care</del>	<b>Section 4</b> <del>Deleted</del>
<b>Section 5</b> <del>Deleted</del>	<b>Section 6</b> <del>Deleted</del>
<b>Section 7</b> <del>Deleted</del>	<b>Section 8</b> <del>Deleted</del>



## EXHIBIT B



July 2, 2020

Jarrod J. Coniglio  
Medicaid Program Integrity Section Chief  
Louisiana Department of Health

Robert Groeneveld  
Industry Sales Executive

M +1 (985) 373-5679  
[rgroeneveld@dxcc.com](mailto:rgroeneveld@dxcc.com)  
[www.dxc-technology.com](http://www.dxc-technology.com)

Dear Jarrod,

DXC Technology Services LLC is proud to submit this proposal to the Louisiana Department of Health (LDH) for provider enrollment maintenance and operations services.

Your DXC team thoroughly understands LDH's goal of achieving compliance with ACA and 21st Century Cures Act requirements.

We deeply appreciate that provider enrollment is a key program integrity tool to protect Medicaid from fraudulent and abusive providers.

Additionally, your DXC team takes exceptional pride in calling LDH a customer and will continue to focus on LDH's philosophy to operate the Medicaid program in a manner that achieves the Triple Aim of optimizing health system performance by:

- Improving the patient experience of care (including quality and satisfaction)
- Improving the health of the population
- Reducing the per capita cost of healthcare

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DXC is the leading vendor of Medicaid provider services in the country. We perform provider services in 21 of our 29 MMIS account states and perform provider enrollment functions in 18 of those states.

DXC's full suite of provider management and enrollment services is based on a modular design, comprising a COTS-based, "Screening-as-a-Service" architecture and meets MITA and CMS conditions and standards while being designed to support both fee-for-service and managed-care provider models.

DXC's range of services pertaining to this LDH "Provider Enrollment Services" initiative include provider screening, re-validation, enrollment web portal, provider outreach and education, web video conferencing site visits (high-risk and moderate-risk), and provider call center services.

DXC will continue to leverage our industry experience and expertise by providing lessons learned, best practices, and recommendations in provider enrollment and management services as part of our strategic partnership.

Thank you for the opportunity to serve the great State of Louisiana and please do not hesitate to contact me should any questions arise.

Sincerely,

Robert Groeneveld  
Industry Sales Executive

**DXC.technology**

### Added with Amendment 19:

- ~~8. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 19 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by 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 19 shall replace and completely supersede the Exhibit A that was attached to Amendment 18 to the Agreement.~~

- ~~9. 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.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

## **EXHIBIT A**

~~For purposes of this Amendment 19 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>	
<del>1.1(4) RDBMS</del>	<del>1.1(7) Phase in Schedule of Events</del>
<del>1.2(2) Transition</del>	<del>1.2(4) RDBMS</del>
<del>1.2(5) Managed Care System</del>	<del>1.4.4.1 Optional Targeted Case Management</del>
<del>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</del>	<del>1.6 Approach to Desired Enhancements</del>
<del>2.3(2) Phase In</del>	<del>2.3(8) Subsystem – Community Care/EPSDT</del>
<del>2.3(9) Turnover</del>	<del>2.3(14) Subsystem – Hospital Pre-Admission</del>
<del>2.4.3 Staffing Key Personnel</del>	<del>2.4.3.2 Experience</del>
<del>2.4.4 Policy Conformance</del>	<del>2.5 Phase In Requirements</del>
<del>2.6.3.6 Facility Requirements</del>	<del>2.6.3.8.1 SMG Responsibility</del>
<del>2.6.3.9.1 SDG Responsibility</del>	<del>2.6.4 Staffing Requirement</del>
<del>2.7.3.2.2 (B) (C) Case Management/EPSDT</del>	<del>2.7.6.2.4.1 SURS Staffing</del>
<del>2.7.8 Community Care/EPSDT Subsystem</del>	<del>2.7.13 Community Care Functions</del>

<del>2.7.15 Inpatient Hospital Pre-Admission</del>	<del>2.8.2.3.1 Scheduled Field Visits</del>
<del>2.8.2.3.2 Unscheduled Field Visits Participation Providers</del>	<del>2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers</del>
<del>2.8.4.4 (3) Conduct field meetings</del>	<del>2.8.4.4 (7 through 12) Provider Visits</del>
<del>2.10.2.1 Phase In</del>	<del>2.10.2.10 Key Personnel &amp; Staffing</del>
<del>2.10.2.11 Turnover</del>	<del>2.10.2.14 Hospital Pre-Admission</del>
<del>2.11.5 Merging Community Care/EPSTD</del>	<del>2.11.8 Case Management of Medical Care</del>
<del>2.11.9.2 Facility Location</del>	<del>2.11.9.11 Community Care</del>
<del>2.11.10 DRG</del>	<del>2.12 Turnover Requirements</del>
<del>3.3 (7) C 4) Provider Data Entry</del>	<del>3.3 (8) Communications</del>
<del>3.3 (11) B Encounter Processing</del>	<del>3.3 (12) O Provide the capability to process reinsurance claims</del>
<del>3.3 (13) F Reports required for PACE and/or managed care</del>	<del>Section 4 Deleted</del>
<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>

(Amendment 19)

**Added with Amendment 18:**

- ~~8. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 18 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by 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 18 shall replace and completely supersede the Exhibit A that was attached to Amendment 17 to the Agreement.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

**EXHIBIT A:**

~~For purposes of this Amendment 18 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>	
<b>1.1(4) RDBMS</b>	<b>1.1(7) Phase in Schedule of Events</b>
<b>1.2(2) Transition</b>	<b>1.2(4) RDBMS</b>
<b>1.2(5) Managed Care System</b>	<b>1.4.4.1 Optional Targeted Case Management</b>
<b>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</b>	<b>1.6 Approach to Desired Enhancements</b>
<b>2.3(2) Phase In</b>	<b>2.3(8) Subsystem – Community Care/EPSDT</b>
<b>2.3(9) Turnover</b>	<b>2.3(14) Subsystem – Hospital Pre-Admission</b>
<b>2.4.3 Staffing Key Personnel</b>	<b>2.4.3.2 Experience</b>
<b>2.4.4 Policy Conformance</b>	<b>2.5 Phase In Requirements</b>
<b>2.6.3.6 Facility Requirements</b>	<b>2.6.3.8.1 SMG Responsibility</b>
<b>2.6.3.9.1 SDG Responsibility</b>	<b>2.6.4 Staffing Requirement</b>
<b>2.7.3.2.2 (B) (C) Case Management/EPSDT</b>	<b>2.7.6.2.4.1 SURS Staffing</b>
<b>2.7.8 Community Care/EPSDT Subsystem</b>	<b>2.7.13 Community Care Functions</b>
<b>2.7.15 Inpatient Hospital Pre-Admission</b>	<b>2.8.2.3.1 Scheduled Field Visits</b>
<b>2.8.2.3.2 Unscheduled Field Visits Participation Providers</b>	<b>2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers</b>
<b>2.8.4.4 (3) Conduct field meetings</b>	<b>2.8.4.4 (7 through 12) Provider Visits</b>
<b>2.10.2.1 Phase In</b>	<b>2.10.2.10 Key Personnel &amp; Staffing</b>
<b>2.10.2.11 Turnover</b>	<b>2.10.2.14 Hospital Pre-Admission</b>
<b>2.11.5 Merging Community Care/EPSDT</b>	<b>2.11.8 Case Management of Medical Care</b>
<b>2.11.9.2 Facility Location</b>	<b>2.11.9.11 Community Care</b>
<b>2.11.10 DRG</b>	<b>2.12 Turnover Requirements</b>
<b>3.3 (7) C 4) Provider Data Entry</b>	<b>3.3 (8) Communications</b>
<b>3.3 (11) B Encounter Processing</b>	<b>3.3 (12) O Provide the capability to process reinsurance claims</b>

<b><del>3.3 (13) F Reports required for PACE and/or managed care</del></b>	<b><del>Section 4 Deleted</del></b>
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<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>

(Amendment 18)

**Added with Amendment 17:**

~~8. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 17 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by 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 17 shall replace and completely supersede the Exhibit A that was attached to Amendment 16 to the Agreement.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

**EXHIBIT A:**

~~For purposes of this Amendment 17 and future amendments unless otherwise stated therein, the follow 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.~~

<del>SFP Section Number and Description</del>	
<del>1.1(4) RDBMS</del>	<del>1.1(7) Phase in Schedule of Events</del>
<del>1.2(2) Transition</del>	<del>1.2(4) RDBMS</del>
<del>1.2(5) Managed Care System</del>	<del>1.4.4.1 Optional Targeted Case Management</del>
<del>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</del>	<del>1.6 Approach to Desired Enhancements</del>
<del>2.3(2) Phase In</del>	<del>2.3(8) Subsystem - Community Care/EPSDT</del>
<del>2.3(9) Turnover</del>	<del>2.3(14) Subsystem Hospital Pre-Ad mission</del>
<del>2.4.3 Staffing Key Personnel</del>	<del>2.4.3.2 Experience</del>
<del>2.4.4 Policy Conformance</del>	<del>2.5 Phase In Requirements</del>

<b>2.6.3.6 Facility Requirements</b>	<b>2.6.3.8.1 SMG Responsibility</b>
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<del>2.6.3.9.1 SDG Responsibility</del>	<del>2.6.4 Staffing Requirement</del>
<del>2.7.3.2.2 (B) (C) Case Management/ Care/EPSDT</del>	<del>2.7.6.2.4.1 SURS Staffing</del>
<del>2.7.8 Community Care/EPSDT Subsystem</del>	<del>2.7.13 Community Care Functions</del>
<del>2.7.15 Inpatient Hospital Pre-Admission</del>	<del>2.8.2.3.1 Scheduled Field Visits</del>
<del>2.8.2.3.2 Unscheduled Field Visits Participation Providers</del>	<del>2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers</del>
<del>2.8.4.4 (3) Conduct field meetings</del>	<del>2.8.4.4(7 through 12) Provider Visits</del>
<del>2.10.2.1 Phase In</del>	<del>2.10.2.10 Key Personnel &amp; Staffing</del>
<del>2.10.2.11 Turnover</del>	<del>2.10.2.14 Hospital Pre-Admission</del>
<del>2.11.5 Merging Community Care/EPSDT</del>	<del>2.11.8 Case Management of Medical Care</del>
<del>2.11.9.2 Facility Location</del>	<del>2.11.9.11 Community Care</del>
<del>2.11.10 DRG</del>	<del>2.12 Turnover Requirements</del>
<del>3.3 (7) C (4) Provider Data Entry</del>	<del>3.3 (8) Communications</del>
<del>3.3 (11) B Encounter Processing</del>	<del>3.3 (12) O Provide the capability to process reinsurance claims</del>
<del>3.3 (13) F Reports required for PACE and/or managed care</del>	<del>Section 4 Deleted</del>
<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect (Amendment 17).~~

**Added with Amendment 16:**

3. ~~The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 16 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by 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 16 shall replace and completely supersede the Exhibit A that was attached to Amendment 15 to the Agreement.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

**EXHIBIT A:**

For purposes of this Amendment 16 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>	
<b>1.1(4) RDBMS</b>	<b>1.1(7) Phase in Schedule of Events</b>
<b>1.2(2) Transition</b>	<b>1.2(4) RDBMS</b>
<b>1.2(5) Managed Care System</b>	<b>1.4.4.1 Optional Targeted Case Management</b>
<b>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</b>	<b>1.6 Approach to Desired Enhancements</b>
<b>2.3(2) Phase In</b>	<b>2.3(8) Subsystem – Community Care/EPSDT</b>
<b>2.3(9) Turnover</b>	<b>2.3(14) Subsystem Hospital Pre-Admission</b>
<b>2.4.3 Staffing Key Personnel</b>	<b>2.4.3.2 Experience</b>
<b>2.4.4 Policy Conformance</b>	<b>2.5 Phase In Requirements</b>
<b>2.6.3.6 Facility Requirements</b>	<b>2.6.3.8.1 SMG Responsibility</b>
<b>2.6.3.9.1 SDG Responsibility</b>	<b>2.6.4 Staffing Requirement</b>
<b>2.7.3.2.2 (B) (C) Case Management/ Care/EPSDT</b>	<b>2.7.6.2.4.1 SURS Staffing</b>
<b>2.7.8 Community Care/EPSDT Subsystem</b>	<b>2.7.13 Community Care Functions</b>
<b>2.7.15 Inpatient Hospital Pre-Admission</b>	<b>2.8.2.3.1 Scheduled Field Visits</b>
<b>2.8.2.3.2 Unscheduled Field Visits Participation Providers</b>	<b>2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers</b>
<b>2.8.4.4 (3) Conduct field meetings</b>	<b>2.8.4.4(7 through 12) Provider Visits</b>
<b>2.10.2.1 Phase In</b>	<b>2.10.2.10 Key Personnel &amp; Staffing</b>
<b>2.10.2.11 Turnover</b>	<b>2.10.2.14 Hospital Pre-Admission</b>
<b>2.11.5 Merging Community Care/EPSDT</b>	<b>2.11.8 Case Management of Medical Care</b>
<b>2.11.9.2 Facility Location</b>	<b>2.11.9.11 Community Care</b>
<b>2.11.10 DRG</b>	<b>2.12 Turnover Requirements</b>
<b>3.3 (7) C (4) Provider Data Entry</b>	<b>3.3 (8) Communications</b>

<del>3.3 (11) B Encounter Processing</del>	<del>3.3 (12) O Provide the capability to process reinsurance claims</del>
<del>3.3 (13) F Reports required for PACE and/or managed care</del>	<del>Section 4 Deleted</del>
<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect (Amendment 16).~~

**Added with Amendment 15:**

- ~~3. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 15 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by 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 15 shall replace and completely supersede the Exhibit A that was attached to Amendment 14 to the Agreement.~~

**EXHIBIT A:**

~~For purposes of this Amendment 15 and future amendments unless otherwise stated therein, the follow 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.~~

<del>SFP Section Number and Description</del>	
<del>1.1(4) RDBMS</del>	<del>1.1(7) Phase in Schedule of Events</del>
<del>1.2(2) Transition</del>	<del>1.2(4) RDBMS</del>
<del>1.2(5) Managed Care System</del>	<del>1.4.4.1 Optional Targeted Case Management</del>
<del>1.4.4.2 Inpatient Hospital Services &amp; EPSDT Optional Targeted Case Management Services</del>	<del>1.6 Approach to Desired Enhancements</del>

<b><del>2.3(2) Phase In</del></b>	<b><del>2.3(8) Subsystem – Community Care/EPSDT</del></b>
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<del>2.3(9) Turnover</del>	<del>2.3(14) Subsystem Hospital Pre-Ad mission</del>
<del>2.4.3 Staffing Key Personnel</del>	<del>2.4.3.2 Experience</del>
<del>2.4.4 Policy Conformance</del>	<del>2.5 Phase In Requirements</del>
<del>2.6.3.6 Facility Requirements</del>	<del>2.6.3.8.1 SMG Responsibility</del>
<del>2.6.3.9.1 SDG Responsibility</del>	<del>2.6.4 Staffing Requirement</del>
<del>2.7.3.2.2 (B) (C) Case Management/</del>	<del>2.7.6.2.4. 1 SURS Staffing</del>
<del>2.7.8 Community Care/EPSTD Subsystem</del>	<del>2.7. 13 Community Care Functions</del>
<del>2.7.15 Inpatient Hospital Pre-Admission</del>	<del>2.8.2.3.1 Scheduled Field Visits</del>
<del>2.8.2.3.2 Unscheduled Field Visits Participation Providers</del>	<del>2.8.2.3.3 Unscheduled Field Visits Non- Participating Providers</del>
<del>2.8.4.4 (3) Conduct field meetings</del>	<del>2.8.4.4(7 through 12) Provider Visits</del>
<del>2. 10.2.1 Phase In</del>	<del>2.10.2.10 Key Personnel &amp; Staffing</del>
<del>2.10.2. 1 1 Turnover</del>	<del>2.10.2.14 Hospital Pre-Admission</del>
<del>2.11.5 Merging Community Care/EPSTD</del>	<del>2.11.8 Case Management of Medical Care</del>
<del>2.11.9.2 Facility Location</del>	<del>2.11.9.11 Community Care</del>
<del>2.11.10 DRG</del>	<del>2.12 Turnover Requirements</del>
<del>3.3 (7) C (4) Provider Data Entry</del>	<del>3.3 (8) Communications</del>
<del>3.3 (11) B Encounter Processing</del>	<del>3.3 (12) O Provide the capability to process reinsurance claims</del>
<del>3.3 (13) F Reports required for PACE and/or managed care</del>	<del>Section 4 Deleted</del>
<del>Section 5 Deleted</del>	<del>Section 6 Deleted</del>
<del>Section 7 Deleted</del>	<del>Section 8 Deleted</del>

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect (Amendment 15).~~

**Added with Amendment 14:**

**EXHIBIT A**

~~For purposes of this Amendment 14 and future amendments unless otherwise stated therein, the follow 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>	
<b>1.1(4) RDBM</b>	<b>1.1(7) Phase in Schedule of Events</b>
<b>1.2(2) Transition</b>	<b>1.3(4) RDBM</b>
<b>1.2(5) Managed Care System</b>	<b>1.4.4.1 Optional Targeted Case</b>
<b>1.4.4.2 Inpatient Hospital Services &amp; EPSDT</b>	<b>1.6 Approach to Desired Enhancements</b>
<b>2.3(2) Phase In</b>	<b>2.3(9) Turnover</b>
<b>2.3(8) Subsystem Community Care/EPSDT</b>	<b>2.3(14) Subsystem Hospital Pre-</b>
<b>2.4.3 Staffing Key Personnel</b>	<b>2.4.3.2 Experience</b>
<b>2.4.4 Policy Conformance</b>	<b>2.5 Phase In Requirements</b>
<b>2.6.3.6 Facility Requirements</b>	<b>2.6.3.8.1 SMG Responsibility</b>
<b>2.6.3.9.1 SDG Responsibility</b>	<b>2.6.4 Staffing Requirement</b>
<b>2.7.3.2.2 Community Care/EPSDT</b>	<b>2.7.6.2.4.1 Staffing</b>
<b>2.7.8 Community Care/EPSDT Subsystem</b>	<b>2.7.13 Community Care Functions</b>
<b>2.7.15 Inpatient Hospital Pre-Admission</b>	<b>2.8.2.3.1 Scheduled Field Visits</b>
<b>2.8.2.3.2 Unscheduled Field Visits Participation Providers</b>	<b>2.8.2.3.3 Unscheduled Field Visits Non-Participating</b>
<b>2.8.4.4 (3) Conduct field meetings</b>	<b>2.8.4.4(7 through 12) Provider Visits</b>
<b>2.10.2.1 Phase In</b>	<b>2.10.2.10 Key Personnel &amp; Staffing</b>
<b>2.10.2.11 Turnover</b>	<b>2.10.2.14 Hospital Pre-Admission</b>
<b>2.11.5 Merging Community Care/EPSDT</b>	<b>2.11.8 Case Management of Medical</b>
<b>2.11.9.2 Facility Location</b>	<b>2.11.9.1.1 Community Care</b>
<b>2.11.9.15 DRG</b>	<b>2.11.10.1 DRG</b>
<b>2.12 Turnover Requirements</b>	<b>Section 4 Deleted</b>
<b>5.2 Basis for Reimbursement</b>	<b>5.3 Adjustment to Reimbursement</b>
<b>Section 6 Deleted</b>	<b>Section 7 Deleted</b>
<b>Section 8 Deleted</b>	

BY: Catherine A. Sweibek  
MANAGER, CONTRACTS, HIM

STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND  
HOSPITALS, SECRETARY

Fredrick P. Cerise

Fredrick P. Cerise, M.D., M.P.H.

APPROVED:  
STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION

BY: Quinn L.

HIPAA Business Associate Addendum to Purchasing Contracts or Purchase Orders: This Business Associate Addendum is hereby made a part of this contract in its entirety as Appendix A to the contract.

1. The U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.

2. "Protected Health Information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.

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

3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.

4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.

5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI other than as permitted by this contract and Addendum, report such disclosure in writing to the DHH Purchasing Agent or Contact Person named in this Purchase order or contract.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.

11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits



electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

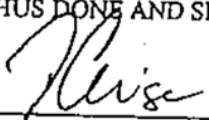
(C) Report to DHH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

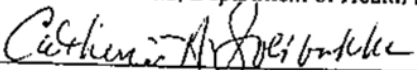
15. Contractor shall obtain and maintain liability insurance during the term of the contract covering any and all claims based on a violation of the HIPAA Privacy Rule or this Addendum in an amount not less than \$1,000,000. Such insurance shall be occurrence based coverage and shall name DHH as an additional named insured.

16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

THUS DONE AND SIGNED on the dates written below.

  
\_\_\_\_\_  
State of Louisiana, Department of Health and Hospitals

4/12/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor CATHERINE A. SOUBAKKE  
MANAGING CONTRACTS HIM  
UNISYS CORPORATION

4/12/04  
\_\_\_\_\_  
Date



This Addendum is hereby made a part of this contract in its entirety as Appendix B to the contract.

### Contract Clarifications

#### 1. LMMIS Primary Access

The Department will provide reasonable notice for requested upgrades to hardware and/or network or technical modifications.

#### 2. System Operation

Mean response time of 3 seconds applies to online, real-time transactions. The Department agrees to allow maintenance windows on all systems that are mutually agreed between the Department and Contractor.

#### 3. Manage Care

The Contractor will provide connectivity for 2 HBM sites.

#### 4. SURS Subsystem Enhancements (as proposed)

##### A. The SURS subsystem:

- a. the fields listed are a minimum
- b. the Department shall have access to the database; at least through view only access
- c. pertains to telephone calls and emails
- d. includes final database disposition tracking of recipient complaints and provider complaints

##### B. Financial Processing:

- a. the Department SURS staff and contractor staff should be given access as view only for 2.11.9.5(6) and 2.11.9.5(7)
- b. add a bullet "description of recoupment" to 2.11.9.5(6).

##### C. Provider Enrollment:

On page 2-587, bullet one, middle of the page, applies to all providers numbers.

#### 5. SURS Subsystem Processes

The Contractor and the Department agree to discuss and, upon agreement, make changes to the processes utilized to implement and carry out SFP sections 2.7.6.2.6, 2.7.6.4(2), 2.7.6.4{12}, 2.7.6.4(16), 2.7.6.4(17), 2.7.6.4(18) and 2.7.6.4(23).

#### 6. SURS Subsystem Maintenance

The Contractor, through its subcontractor UPI, will provide maintenance releases required to be provided by UPI under its subcontract with the Contractor for CS-SURS/J-SURS, but any required additional hardware,

hardware upgrades or implementation services will be negotiated between the Contractor and the Department. The Contractor will continue to educate and

make itself aware of current trends in the technologies relative to fraud and abuse and will keep the Department aware of the trends and make recommendations that would enhance the current fraud and abuse system in use.

This Addendum is hereby made a part of this contract in its entirety as Appendix C to the contract.

Contractor will provide two million dollars (\$2,000,000) **less previously expensed charges** in Contactor services, products or will apply credits to invoices over a one to ~~five~~(1-5) ~~six~~ (1-6) (Amendment 3) ~~seven~~ (1-7) (Amendment 7) ~~eight~~ (1-8) (Amendment 8) ~~nine~~ (1-9) (Amendment 9) ~~ten~~ (1-10) (Amendment 12) ~~eleven~~ (1-11) (Amendment 14) ~~twelve~~ (1-12) (Amendment 15) ~~thirteen~~ (1-13) (Amendment 16) ~~fourteen~~ (1-14) (Amendment 17) ~~fifteen~~ (1-15) (Amendment 18) ~~sixteen~~ (1-16) (Amendment 19) years period at the discretion of the Department.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

TOTAL PRICE PROPOSAL FORM

REFERENCE NUMBER 6.2.2

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A.	Total Paid Claim Line Processing Fees	\$ <u>97,044,200.00</u>
B.	Total Encounter Line Processing Fees	\$ <u>750,150.00</u>
C.	Total Price Proposal for Case Management of Medical Care Fees	\$ <u>N/A</u>
D.	Total Fixed Price Proposal for Takeover	\$ <u>3,533,481.77</u>
E.	Total Fixed Price Proposal for Required Enhancements	\$ <u>3,804,491.98</u>
F.	Total Firm Fixed Price Proposal for Diagnosis Related Groups (DRG)/ Ambulatory Payment Classifications (APC) Enhancement	\$ <u>3,327,536.75</u>
G.	Total Fixed Price Proposal for Managed Care System	\$ <u>1,217,402.26</u>
H.	Total Price Proposal for Inpatient Hospital Pre-Admission Certification/ Length of Stay, PC Based SURS, MARS and Prior Authorization	<u>\$33,841,048.10</u>
I.	Total Fixed Price Proposal for Transition to a Relational Data Base Management System (RDBMS)	<u>\$20,558,934.57</u>
	TOTAL PRICE PROPOSAL (SUM OF "A" THROUGH "I")	<u>\$164,077,245.43</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL PER PAID CLAIM LINE FORM

REFERENCE NUMBER: 6.2.2

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A. Price Proposal per Paid Claim Line	<u>\$ 0.44111</u>
B. Times 44,000,000 Assumed Average Annual Paid Claim Lines Equals Total Annual Paid Claim Line Processing Fees	<u>\$19,408,840.00</u>
C. Times 5 (five) Years Equals Total Paid Claim Line Processing Fees over Contract Life	<u>\$97,044,200.00</u>



LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL - PER ENCOUNTER LINE FORM

REFERENCE NUMBER: 6.2.2

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A.	Price Proposal per Encounter Line	\$ <u>0.05001</u>
B.	Times 5,000,000 Assumed Average Annual Encounter Lines Equals Total Annual Encounter Line Processing Fees	\$ <u>250,050.00</u>
C.	Times 3 {three} Years Equals Total Encounter Line Processing Fees Proposal over Contract Life	\$ <u>750,150.00</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL FORM - CASE MANAGEMENT OF MEDICAL CARE FEE

REFERENCE NUMBER: 6.2.2

A. Total Case Management of Medical Care Fee Proposal N/A

Note: The above total will be divided by 60 months to determine the monthly invoice amount.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL- PRICE PROPOSAL FOR TAKEOVER FORM

REFERENCE NUMBER: 6.2.2

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A. Total Fixed Firm Price Proposal for Takeover

\$3,533,481.77

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL - PRICE PROPOSAL FOR REQUIRED ENHANCEMENTS FORM

REFERENCE NUMBER: 6.2.2

A. Merging the EPSDT Subsystem into the LMMIS

1) Total Fixed Firm Price for Design, Development, and Implementation Phase	\$ <u>162,319.99</u>
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2) Total Fixed Firm Price for Operations Phrase	\$ <u>764,121.81</u>
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Total Fixed Firm Price for Merging EPSDT Subsystem	\$ <u>926,441.80</u>
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B. Web-Enabled Technology for Information Sharing

1) Total Fixed Firm Price for Design, Development, And Implementation	\$ <u>670,874.40</u>
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2) Total Fixed Firm Price for Operations Phrase	\$ <u>2,207,175.78</u>
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Total Fixed Price for Web-Enabled Technology	\$ <u>2,878,050.18</u>
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C. Total Fixed Firm Price Proposal for Required Enhancements	\$ <u>3,804,491.98</u>
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LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS  
PRICE P R O P O S A L - DIAGNOSIS RELATED GROUPS (DRG)/AMBULATORY  
PAYMENT CLASSIFICATION (APC) ENHANCEMENT

REFERENCE NUMBER: 6.2.2

A. Total Fixed Firm Price Proposal for Design, Development and Implementation Phase	\$ <u>581,389.16</u>
B. Total Fixed Firm Price Proposal for Operations Phase	\$ <u>2,746,147.59</u>
C. Total Fixed Firm Price Proposal for Diagnosis Related Groups (DRG)/Ambulatory Payment Classifications (APC)	<u>\$3,327,536.75</u>

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LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS PRICE PROPOSAL -

PRICE PROPOSAL FOR MANAGED CARE FORM

REFERENCE NUMBER 6.2.2

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A. Total Fixed Firm Price Proposal for Manager Care System Core component excluding PBM Sub-component	\$ <u>955,528.34</u>
B. Total Fixed Firm Price Proposal for Pharmacy Benefits Management System sub-component	\$ <u>261,873.92</u>
C. Total Fixed Firm Price Proposal for Complete Managed Care System	\$ <u>1,217,402.26</u>

Note: The above total will be divided by 60 months to determine the monthly invoice amount.



LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL -INPATIENT HOSPITAL PRE-ADMISSION  
CERTIFICATION/LENGTH OF STAY FORM

REFERENCE NUMBER: 6.2.2

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A. Total Price Proposal for Inpatient Hospital Pre-Admission Certification/LOS	\$ 7,831,701.38
B. Total Price Proposal for PC Based SURS	\$ 14,575,413.97
C. Total Price Proposal for MARS	\$ <u>2,774,802.32</u>
D. Total Price Proposal for Prior Authorization	\$ 8,659,130.43
E. Total of the above Price Proposals	\$ <u>33,841,048.10</u>

Note: The above total will be divided by 60 months to determine the monthly invoice amount.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL- R E L A T I O N A L DATA BASE MANAGEMENT SYSTEM

REFERENCE NUMBER: 6.2.2

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- A. Total Fixed Firm Price Proposal for Design, Development and  
Implementation Phase \$ 20,558,934.57
- B. Intentionally left blank
- C. Total Fixed Price Proposal for Transition to a Relational Data Base  
Management System (RDBMS) \$ 20,558,934.57

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL = PRICE - PROPOSAL FOR OPTIONAL EQUIPMENT FORM

REFERENCE NUMBER 6.2.2

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Personal Computers	\$ <u>1736.58</u>
Printers	\$ <u>1423.86</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL - PRICE PROPOSAL FOR OPTIONAL STAFFING FORM

REFERENCE NUMBER: 6.2.2

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Registered Nurse Reviewer (Fixed firm monthly proposed price)	\$ <u>7,538.85</u>
Psychiatric Nurse Reviewer (fixed firm monthly proposed price)	\$ <u>9,560.91</u>
Provider Relations Representative (fixed firm monthly proposed price)	\$ <u>6,280.70</u>
Provider Enrollment Representative (fixed firm monthly proposed price)	\$ <u>4,725.29</u>
Dental Hygienist (fixed firm monthly proposed price)	\$ <u>6,595.21</u>
Statistician (fixed firm monthly proposed price)	\$ <u>9,016.21</u>
Physician or Dental Consultant (fixed firm hourly proposed price)	\$ <u>188.84</u>

# Agenda Item #11

Review and approval of a contract between the University of Louisiana at Lafayette and Paciolan, LLC, for the implementation and support services of an electronic ticketing system, in accordance with R.S. 39:198(M)



UNIVERSITY  
OF  
LOUISIANA  
*L a f a y e t t e*

October 6, 2023

Chairman Jerome Zeringue  
Joint Legislative Committee on the Budget  
P.O. Box 44294  
Baton Rouge, LA 70804

Re: Submitting Agency – **University of Louisiana at Lafayette**  
Contractor – **Paciolan LLC**

Dear Chairman Zeringue:

I am writing to provide justification for approving the contract with Paciolan LLC for a total of five (5) years, in accordance with LRS 39: 198 (M). This contract pertains to the implementation, deployment, and support services of hardware, software, professional services, subscription services, and support services for selling tickets to the public for University of Louisiana at Lafayette Athletic events. This request is to appear before the Joint Legislative Committee on the Budget (JLCB) for a vote of approval on October 18, 2023, and waive the necessity for a second meeting before the committee.

The decision to enter into this contract has been approved by the Vice President of Administration and Finance, who oversees procurement and financial matters at the university. I would like to highlight several key reasons for this request:

1. **Non-Competitive Limit:** The contract's non-competitive limit is set at \$75,000 per year. Given this limit, the University of Louisiana at Lafayette has the authority to approve the contract without requiring the approval of the Office of State Procurement.
2. **Online Ticketing and Secondary Resell Platform:** Paciolan LLC's services will enable our university to offer online ticketing processes and provide a secondary resell platform through Seatgeek. This strategic move is expected to significantly boost revenue from the sale of tickets for Athletic events.
3. **Capital Investment by Paciolan LLC:** Paciolan LLC has generously offered to provide hardware and services at no cost in exchange for a five (5) year contract term. This capital investment by Paciolan LLC will be amortized over the contract's duration by Paciolan LLC, effectively reducing software costs to the university. This arrangement eliminates the need for an upfront capital investment by the university.
4. **Implementation Timeframe:** University Athletic sporting events occur year-round, and the full benefits of the ticketing solution will take time to be fully realized. A shorter contract term would likely result in higher costs, as Paciolan LLC would need to recover their capital investment more quickly. Additionally, the complexity of implementation and the need for university resources to be scheduled, coordinated, and engaged make a five-year term more reasonable. The expediency of the approval of the term by the JLCB on October 18, 2023, will allow the university to prepare the transition of the sale of tickets for sporting events to begin January 1, 2024.

In light of the points mentioned above, we believe that a five (5) year contract term is necessary and adequate. This term will not only reduce risk but also ensure the successful implementation of the ticketing solution. Moreover, it will help the university save on hardware costs and allow the university an automated way of ticketing.

Your cooperation in considering this term of five (5) years is greatly appreciated. If you have any questions or require further information, please feel free to contact Marie Frank at [marie.frank@louisiana.edu](mailto:marie.frank@louisiana.edu).

Thank you for your attention to this matter.

Sincerely,

Marie C. Frank, MPA, CPPB  
Assistant Vice President of Administration and Chief Procurement Officer

**Office of Procurement Services**

P.O. Box 40197  
Lafayette, LA 70504-0197  
Office: (337) 482-5396  
Fax: (337) 482-5059

*Université des Acadiens*



## SOFTWARE AND SERVICES AGREEMENT

This SOFTWARE AND SERVICES AGREEMENT (this “Agreement”) shall be effective as set forth below in this preamble (the “Effective Date”) by and between Paciolan, LLC with a principal place of business at 5291 California Avenue, Suite 100, Irvine, CA 92617 (“Paciolan” or “Contractor”) and University of Louisiana at Lafayette with a principal place of business at 104 E. University Avenue, Lafayette, LA 70503 (“Customer” or “University”). The Effective Date of this Agreement is subject to, and contingent upon, the final approval of this Agreement by the Joint Legislative Committee on the Budget (“JLCB”). Accordingly, the Effective Date shall be the later of (i) January 1, 2024 or (ii) one (1) month after Customer’s written notification of approval of this Agreement by JLCB.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Documentation:** The documentation, including updates thereto, relating to the Paciolan Software made available by Paciolan pursuant to this Agreement.

(B) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(C) **Facility (ies):** Any venues owned, controlled, operated or managed by Customer’s Department of Athletics or where Customer’s Department of Athletics otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer’s campus and their successor venues.

(D) **Hardware:** All of that certain computer hardware, communications equipment, terminals and devices provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied by Paciolan during the Term.

(E) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit C, as may be amended and supplemented from time to time.

(F) **Paciolan Software:** The proprietary software of Paciolan set forth in the Investment Addendum, including any updates, modifications, or customizations.

(G) **Professional Services:** The professional services to be provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(H) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(I) **Software:** Paciolan Software and Third Party Software.

(J) **Support Services:** The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(K) **System:** The data processing system consisting of the hosting subscription services, Hardware and Software licensed and/or provided to Customer.

(L) **Ticket:** A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a digital ticket, including, without limitation, tickets distributed via print-at-home technology or via mobile technology.

(M) **Third-Party Software:** The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

## 2. **Term and Termination.**

(A) **Term.** The term of this Agreement shall begin on the Effective Date and continue until December 31, 2028 (“Term”) and may be renewed for subsequent periods in accordance with LRS 39: 197 (13) (a) upon mutual written agreement of the parties, subject to Customer’s and the State of Louisiana’s then current procurement guidelines and laws.

(B) **Termination.** This Agreement may be terminated by either party in the event of any material breach of a material term of this Agreement by the other party, after the other party has received written notice of the breach, has been allowed thirty (30) business days to cure such breach, and has failed to cure such breach; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party’s business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) **Termination Due to Non-appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Upon any such termination, Customer shall continue to comply with Section 3(D) (Exclusive Use) of the Agreement and not use a third-party ticketing company for the then remaining portion of the terminated Term.

(D) Effects of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination, including, but not limited to, accrued fees. Any and all provisions in this Agreement which would reasonably be expected to survive termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership, limitations of liability, audit rights, and effects of termination.

### 3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license to use the Software as a service in order to use the System for internal business purposes and for purposes of selling Tickets and related items only, subject to the number of users and other restrictions, if any, identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. Software not provided as a subscription service will be provided in object code only. The Software shall be used only for the processing of transactions in connection with Customer's own business, unless otherwise expressly authorized under this Agreement. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(B) Restrictions. Except as expressly permitted herein, Customer shall limit the use of the System to its employees who have appropriately familiarized themselves with the Software. Customer may authorize its third-party contractors to use the System on Customer's behalf, provided that Customer shall be responsible and liable for such third party contractors' compliance with, and breach of, the terms and conditions of this Agreement applicable to such use. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products; (c) disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way, or merge the Software into any other program for any purpose; or (d) transfer, license or sub-license, assign, rent, sell, grant or otherwise make available the Software, or any rights therein or copies or derivatives thereof, unless expressly authorized by Paciolan under this Agreement.

(C) Ownership. All rights, title and interest to the Software, including but not limited to, the intellectual property rights therein, the Documentation, enhancements, conversions, upgrades, updates, enhancements, customizations, integrations, additions, modifications thereto, information contained therein, and any

information, methods, formulae, techniques, processes, systems and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise (hereafter "Proprietary Information") will remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of this Agreement.

(D) Exclusive Use. Customer agrees that the Paciolan Software and System, during the Term, will be the exclusive source for primary and secondary ticketing for all Events at all Facilities, including, but not limited to, by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to (except with respect to Paciolan's integrated partners, as expressly authorized by Paciolan in writing): (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly advertise, promote, market, endorse or sponsor any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing. This Section 3(D) shall not apply to Men's and Women's Basketball Tickets during the 2023-2024 Basketball season, which may also include post-season play. This Section 3(D) shall apply to Men's and Women's Basketball Tickets immediately upon the end of each respective team's season/post-season. When Facility is leased or granted a temporary right of use by Customer to an external entity, it shall not fall within this definition of "Facility" and will not be subject to the terms of this Agreement (collectively "Leased Exception"), provided that in no event shall any collegiate athletic events be subject to this Leased Exception.

4. Customer Trademarks. Paciolan shall have the right and license to utilize and display Customer names, logos, brand marks (collectively, "Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and Customer Content for purposes of this Agreement. All such proposed uses by Paciolan of the Customer Marks and Customer Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Customer Content and all rights therein or thereto belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights or interest in the Customer Marks or Customer Content.

5. e.Venue. Paciolan will create and maintain at a location of its choosing, Customer-branded website (the "Site"), that will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement. Each page of the Site may

include an attribution to Paciolan as follows: "Powered by Paciolan", which may be modified by Paciolan, with written notice (may be email).

6. **Hardware.** Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. The Hardware to be used at a Facility, as mutually determined by Paciolan and Customer, shall be delivered to such Facility prior to the first Event at such Facility during which the Hardware will be used. All rights, title and ownership to such Hardware shall transfer to Customer upon delivery of the Hardware. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the Hardware with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses.

7. **Third-Party Software.** To the extent any Third-Party Software is subject to an end user license or other applicable license terms of the owner of such Third-Party Software, then the use of such Third Party Software shall be subject to such licenses.

8. **University Contact.** The University shall appoint a Manager for this Agreement who will provide oversight of the activities conducted hereunder. The Manager for this Agreement is identified below. The assigned University Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Agreement.

Project Manager: Trey Frazier  
Telephone: (337) 851-7223  
Email address: [trey.frazier@louisiana.edu](mailto:trey.frazier@louisiana.edu)

## 9. **Fees and Payment Terms.**

(A) **Fees.** Customer agrees to pay Paciolan the fees set forth on the Investment Addendum in accordance with the terms set forth in the Investment Addendum and this Agreement. Use of any new features and/or functionality of the System made available to Customer during the Term may be subject to additional fees, which fees shall be communicated to Customer. For the avoidance of doubt, use of such features and functionality, and the corresponding fees, shall be subject to Customer's approval.

(B) **Invoices and Payment Terms.** Invoices are due and payable by Customer within thirty (30) days from date of the invoice. Invoices may be transmitted via email. **Invoices should reference the assigned Purchase Order/Contract number and be sent to the following address: Attn: Approver, University of Louisiana at Lafayette, Department, Address, Lafayette, LA 70503 or sent via email at [email@louisiana.edu](mailto:email@louisiana.edu).**

(C) **Late Payments.** Interest due for late payments shall be in accordance with L.R.S. 39:1695 at the rates established in La. R.S. 13:4202.

(D) **Separately Billable Items.** Subject to advance written approval of Customer prior to incurrence, which may be via email and payment may be withheld if the request is not in accordance with PPM 49 of the Louisiana Travel Regulations, Customer shall reimburse Paciolan for such Customer approved travel, meals, lodging, and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply documentation supporting the incurrence of such expenses, including any documentation required by state regulations. .

(E) **Taxes – Ticket Transactions.** Customer shall, in addition to the other amounts payable under this Agreement, be responsible for any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or other item). The University represents that the University is tax exempt and will provide a certificate of tax exemption or other applicable documentation.

(F) **Taxes-Fees and Payments.** Paciolan hereby agrees that the responsibility for payment of taxes with respect to the fees paid to Paciolan as per Exhibit C under this Agreement shall be said Paciolan's obligation and identified under Federal tax identification number 47-0911648 and the Louisiana Department of Revenue Account Number LDR Account # if applicable. For the avoidance of doubt, Paciolan shall be responsible for any state and/or federal taxes on its income under this Agreement.

(G) **Additional Tax requirements.** Before the Agreement may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement through the University to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within thirty (30) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance material discrepancies within thirty (30) days of written notification, then the using agency may terminate this Agreement and proceed with alternate arrangements with written notice to the Contractor and without penalty.

10. **Confidentiality.** Parties hereby acknowledge that, in the course of their contractual relationship, they may, on occasion, disclose information, whether orally or in writing, pertaining to their vendors, product roadmaps, business operations, software, software technology, intellectual property, and other confidential information (hereinafter referred to as 'Confidential Information'). Both parties recognize the substantial value of this Confidential

Information to each other and agree that its value would be significantly impaired if disclosed to third parties. The disclosure of Confidential Information shall be governed by Louisiana Public Records Laws, except for records explicitly prohibited or restricted by Louisiana Public Records Law from being classified as Confidential Information. Any such information that a reasonable person would determine to be confidential given the type of information and/or the circumstances of disclosure shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is a public record as defined by the Louisiana Public Records Law, L.R.S. 44.1(2)(a) or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will only use the Confidential Information of the other party as contemplated by the Agreement. Neither party shall disclose to any third party any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, affiliates, vendors, and legal and financial advisors, who are bound by obligations of confidentiality ("Representatives"). Each party shall be responsible for its Representatives' compliance with the confidentiality provisions in this Section with respect to the Confidential Information of the other party shared with such Representatives. Each party shall use the same degree of care it employs with respect to its own Confidential Information of like importance, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, pursuant Louisiana Public Records Law, La. R.S. 44.1 et. seq), notice of deposition or other legal or regulatory proceeding, such party receiving the request shall notify the other party pursuant to this Agreement below, within ten (10) business days after receipt of such legal request. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 10 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to seek injunctive relief without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

## 11. Customer Data and Security Standards.

(A) Customer Data. Customer will monitor and update its data and information in the System to ensure accuracy for use by

the System. Customer agrees to collect and use the information (including any "personally identifiable information," "personal information," or "personal data," as defined by applicable law (collectively, "Personal Information")) processed by the System in connection with Customer's use of the System (the "Customer Data") in accordance with all applicable laws and Customer's own posted privacy policies, which shall comply with all applicable laws, including but not limited to applicable local, state and federal privacy laws. In connection with Customer's use of the System, Customer shall conspicuously display a privacy policy on the Site that, at a minimum, complies with applicable law and : (i) discloses Customer's privacy practices; (ii) identifies the collection and use of user data and information gathered in connection with the Site and user's use of the Site and System; (iii) describes users' rights under applicable privacy laws with regards to the processing of personal information through the Site, and provides a mechanism through which to submit rights requests; and (iv) offers users an opportunity to opt out of (or opt-in, as and if required by applicable law) the collection or use of data and information gathered in connection with the Site and System. Customer represents and warrants that (a) it has obtained the requisite approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of Customer Data as contemplated hereunder, including through any third-party tools or trackers; and (b) Customer, and Customer Data shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to its use of the Customer Data as contemplated hereunder. As between the parties, Customer is responsible for the content and legality of all Customer Data and will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of Customer's use of the System. Customer Data shall be the Confidential Information of Customer. Paciolan also requires that Customer, in compliance with all applicable laws, include, in any email communications that Customer may make based on the Customer Data, a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer shall indemnify, defend and hold harmless Paciolan for Customer's failure to perform any of its obligations under this Section.

(B) Data License. Customer hereby authorizes, and provides a license to, Paciolan to use Customer Data for purposes of performing under this Agreement, improving its products and services and developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such product improvement and best practices purposes in aggregated and anonymous form (i.e., with personally identifiable information removed). For the avoidance of doubt, the authority and license granted herein shall survive any termination of this Agreement.

(C) Data Privacy. This Section 11(C) shall apply solely to the extent that Paciolan processes Personal Information that is subject to one or more of the following privacy laws: the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, the Virginia Consumer

Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act or other similar United States state laws regulating the processing of Personal Information (collectively, "Privacy Laws"). The types of Personal Information processed by Paciolan under this Agreement include individuals' name, contact information, payment information, and electronic identifiers. Customer instructs Paciolan to process Personal Information only (a) for the specific purposes of provision of the System, Sites, products and services described in this Agreement; (b) as otherwise instructed by Customer; or (c) as required by law and in compliance with applicable law. In addition, Paciolan agrees that (i) it may not "sell" or "share" Personal Information, as such terms are defined by applicable Privacy Law; (ii) it may not retain, use or disclose Personal Information outside of the direct business relationship with Customer; (iii) it will comply with applicable Privacy Laws; (iv) Customer has the right to take reasonable and appropriate steps to help ensure that Paciolan processes Personal Information in a manner consistent with Customer's obligations under applicable Privacy Laws; (v) it shall notify Customer if Paciolan makes a determination that it can no longer meet its obligations under applicable Privacy Laws; (vi) Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information by Paciolan as required by applicable Privacy Law; (vii) the duration of the processing will be ongoing for the term of the Agreement and until all legal obligations are satisfied; (viii) it will delete all Personal Information upon termination of the Agreement, unless retention of the Personal Information is required by law; (ix) ensure that each person processing Personal Information is subject to a duty of confidentiality; (x) it will make available to Customer information necessary to demonstrate compliance with the obligations under applicable Privacy Laws; (xi) solely to the extent required under applicable Privacy Laws, it will allow reasonable audits and inspections solely in connection to its obligations under this Section.

(D) PCI DSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCIDSS requirements. Customer shall implement and enforce reasonable security measures, including but not limited to currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable

such security measures. If a breach, or otherwise unauthorized access to cardholder data is the fault of or otherwise caused by Paciolan, Paciolan shall take all reasonable steps and use best efforts to immediately remedy any security breach of the data described herein and prevent any further security breach at Paciolan's expense in accordance with applicable privacy rights, laws, regulations, and standards. Paciolan shall cooperate with the Customer in providing notifications to individuals affected by any security breach and in connection with compliance with applicable laws.

(E) FERPA. If any Customer Data is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g ("FERPA"), then (1) Customer considers Paciolan as a Customer vendor with a legitimate joint educational interest in such Customer Data, and (2) Paciolan agrees and acknowledges that Paciolan shall not use, disclose or redisclose any such Customer Data, except as contemplated by the Agreement and except as authorized in writing by Customer.

## 12. Representations and Warranties.

(A) Paciolan warrants that the Paciolan Software will materially perform in accordance with the Documentation. If the Paciolan Software fails to materially perform in accordance with the Documentation, Paciolan's sole obligation under this warranty is to remedy such failure by repairing or replacing the Paciolan Software, in a manner consistent with Paciolan's regular business practices.

(B) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

(C) Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under any agreement to which such party is a party; and (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

13. Limitation of Liability. IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST OR DESTROYED DATA, LOST TICKET OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. EXCEPT FOR A BREACH OF SECTION 3 AND CUSTOMER'S PAYMENTS OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

14. **Indemnification.** Paciolan shall defend the Customer against any third party claim, and indemnify Customer for any resulting settlement or final judgment, to the extent the claim is caused by the Paciolan Software delivered to the Customer, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party United States patent, copyright, or other proprietary right, provided that Paciolan is promptly given notice of such claim, the Customer has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Paciolan is given the option, at its expense, to control the defense and all requested reasonable assistance from Customer to defend the same. Paciolan shall have no liability to indemnify the Customer to the extent (i) the alleged infringement is based on infringing information, data, or content created or furnished by or on behalf of the Customer (ii) the alleged infringement is the result of a modification made by anyone other than Paciolan, or (iii) the Customer uses the Paciolan Software other than in accordance with this Agreement or the underlying software license to use the Paciolan Software. Upon notice of an alleged infringement, misappropriation or violation of intellectual property rights of a third party by Paciolan Software or if in Paciolan's opinion such a claim is reasonably likely, Paciolan will have the option, at its own discretion and expense, to (w) procure for Customer the right to continue using such Paciolan Software, (x) replace such Paciolan Software with a non-infringing Paciolan Software of similar quality and purpose, (y) modify such Paciolan Software to make it non-infringing, provided the modified Paciolan Software remains similar in quality and purpose to such Paciolan Software, or (z) terminate provision of such Paciolan Software and return to Customer the subscription fees paid for the infringing Paciolan Software reduced on a pro rata basis based on the portion of the terminated subscription. THIS SECTION SETS FORTH PACIOLAN'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT, MISAPPROPRIATION OR VIOLATION BY THE PACIOLAN SOFTWARE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

15. **Support Services.** Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"), attached hereto as Exhibit F.

If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations.

16. **Services.** The delivery of all Professional Services, if any, and subscription services, if any, to Customer will be governed by this Agreement and the Investment Addendum or a Statement of Work. Acceptance of each applicable component of the System and the corresponding Professional Services, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the System is delivered and available for Customer use. Upon Customer's first use of the applicable component of the System, Customer shall provide Paciolan with a certificate of acceptance.

17. **Insurance.** Paciolan shall maintain insurance coverage as outlined in Exhibit E.

18. **Miscellaneous.**

(A) Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.

(B) Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by overnight courier with proof of delivery. Notices will be deemed effective on the day of delivery.

(C) Except for payment obligations set forth herein, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, epidemic, infectious disease and Internet disturbance) that was beyond the party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver.

(D) If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Nothing in this Agreement will limit either party's ability to seek equitable relief.

(E) Any amendment (which may be in the form of an addendum) must be in writing, expressly state that it is amending



this Agreement, and be signed by the duly authorized representatives of the parties.

(F) The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement.

(G) Without the prior written consent of other party, neither party shall assign or transfer this Agreement, except in the event of an assignment by a party to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Electronic signatures shall be accepted as if the same were original signatures. Contractor may assign its interest in the proceeds of this Agreement to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the University and/or the Office of State Procurement. The University will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the University has processed the assignment.

(H) Except as stated in the preceding paragraph (Section 18(G)), Contractor shall only transfer an interest in the Agreement by assignment, novation, or otherwise, with prior written consent of the University. The University's written consent of the transfer shall not diminish the University's rights or the Contractor's responsibilities and obligations.

(I) The Louisiana State Legislative auditor, federal auditors and internal auditors of Customer or the State of Louisiana or others designated by the State of Louisiana or Customer, shall have the option to audit all accounts directly pertaining to the Agreement for a period of five (5) years after project acceptance or as required by applicable State and Federal Law, of the relevant records and documents offsite to a location designated by Customer. Paciolan shall be allowed a reasonable time to respond without impacting its daily operations. All information made available by Paciolan to Customer or its agents in connection with such audit shall be Confidential Information of Paciolan as defined in Section 10. Records shall be made available during normal working hours for this purpose.

(J) If a party fails to perform in accordance with the terms and conditions of this Agreement, or if any lien or claim for damages, penalties, costs and the like is asserted by or against a party, then, upon notice to the other party, a party may pursue all remedies available to it at law or equity.

(K) All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of the Agreement.

(L) The Contractor has the duty to comply reasonably with the University with respect to audits of records related to this Agreement and provide any reasonably requested information, documentation related to this Agreement, etc. to the University when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the University's right to audit or shall not withhold University owned documents.

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

Contractor agrees not to discriminate in its employment practices and shall render services under this Agreement without regard to race, color, national origin, citizenship, genetic information, age (forty (40) years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, or military or veteran status in any matter relating to employment.

(N) It is expressly understood and agreed by the parties that: (a) Contractor shall not visit or utilize the facilities of University if Contractor or Contractor's staff (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and Contractor shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply; (b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and Contractor agrees to comply with University's current and revised procedures prior to utilizing the facilities of University; and (c) while University has instituted measures to sanitize common areas, Contractor shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding Contractor use of the space. To the extent permitted under applicable law, under no circumstances shall either party be liable to the other party, or the other party's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the Contractor (or any person who may contract COVID-19, directly or indirectly, from the Contractor) whether caused by the negligence, active or passive, of a party or otherwise while

Contractor is in, upon, of about the premises or any facilities or equipment therein of University.

(O) The relationship between the parties hereto is that of Contractor and University, and this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purposes whatsoever. Except as may be expressly provided herein, neither party may be held liable for the acts either of omission or commission of the other party, and neither party is authorized to or has power to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

(P) When on University campus, the Contractor shall be responsible for compliance with all University policies, security measures and vehicle regulations provided in advance to Customer by University. Specifically, the University campus is a **NO SMOKING** campus and both audience members and performers are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any person who is found to be in violation of this policy will be subject to immediate dismissal.

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

(R) In accordance with L.R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Agreement, refrain from a boycott of Israel. The University reserves the right to terminate this Agreement if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of this Agreement.

(S) **CIVIL RIGHTS:** Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both Parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both Parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

(T) **Equal Opportunity and Affirmative Action.** The University is required to comply with the Office of Federal

Contract Compliance Programs and must include an equal opportunity clause in all contracts and solicitations or advertisements for employment placed on behalf of the University. Therefore, Contractor shall abide by the requirements of [41 CFR 60-1.4](#), [41 CFR 60-300.5\(a\)](#), and [41 CFR 60-741.5\(a\)](#). These regulations prohibit discrimination against qualified individuals based on their status as a protected veterans or individuals with disabilities and prohibit discrimination against any employee or applicant for employment based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

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

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

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

(Y) **ANTI-LOBBYING AND DEBARMENT ACT:** The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

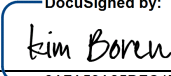
(Z) **WAIVER:** No failure by either Party hereto at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.


19. **Governing Law:** This Agreement and all claims arising out of or related to this Agreement shall exclusively be governed by and interpreted in accordance with the laws of the State of Louisiana (including but not limited to L.R.S. 39:1551-1736), without regard to conflicts of laws principles. Venue of any action brought, after exhaustion of administrative remedies, with regard

to this Contract shall be in the Nineteenth Judicial District Court,  
Parish of East Baton Rouge, State of Louisiana.

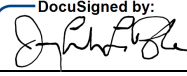
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PACIOLAN, LLC

DocuSigned by:  
  
3A7A53A25DFC4BF...  
Kim Boren  
Name: \_\_\_\_\_  
CFO  
Title: \_\_\_\_\_  
10/6/2023  
Date: \_\_\_\_\_

DS  


UNIVERSITY OF LOUISIANA AT LAFAYETTE

DocuSigned by:  
  
644202585435498...  
Jerry Luke LeBlanc  
Name: \_\_\_\_\_  
Vice President for Administration and F  
Title: \_\_\_\_\_  
10/6/2023  
Date: \_\_\_\_\_

[SIGNATURE PAGE TO SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: PACMAIL ADDENDUM

This PACMAIL Addendum (“Addendum”) is incorporated by reference into the Agreement and sets forth certain terms and conditions applicable to the application services (“Application Services”) to be provided by Paciolan pursuant to this Addendum and the Investment Addendum. The Application Services may also be referred to as Third Party Software subscription services with specific reference to Paciolan’s applicable third party service provider and its corresponding product name. This Addendum shall be subject to the terms and conditions of the Agreement, including the Investment Addendum.

1. **Definitions.** “Rules, Regulations and Principles” means rules, regulations and principles promulgated by government entities, industry self-regulatory organizations or industry overseers generally recognized in a jurisdiction in which Application Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union General Data Protection Regulation (“GDPR”), the United Kingdom GDPR, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“CCPA”), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act or other similar United States laws regulating the processing of personal information, the United States Children’s Online Privacy Protection Act (COPPA), United States CAN-SPAM Act, any future regulation or guidelines that may be adopted by the Department of Commerce the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, Canada’s Anti-Spam Law (CASL), and the Self-Regulatory Principles of the Digital Advertising Alliance (“DAA”) and the Code of Conduct of the Network Advertising Initiative (“NAI”). “Customer Data” means all electronic data, content or information submitted by Customer to the Application Services or otherwise included in the messages. “Sensitive Personal Information” shall mean non-public sensitive personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, insurance information, and passport numbers.

2. **Use.** Customer may use the Application Services only in and for Customer’s own internal purposes and business operations contemplated herein and by the Investment Addendum. Customer may not use the Application Services as a service for any third party, unless expressly authorized herein. All rights, title and interest in the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable third party service provider(s). Paciolan’s applicable third-party service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan’s applicable third party service provider for any damages arising due to Customer’s breach hereof to the same extent as if Paciolan’s applicable third party service provider had been a signatory hereof. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Paciolan and/or Paciolan’s applicable third-party service provider may immediately terminate or suspend the Application Services if Customer’s use is in violation of Rules, Regulations and Principles or if Customer’s use is materially and adversely impacting the Application Services. At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions herein, but subject to such third party’s pass-through terms and conditions. Customer acknowledges and agrees that Customer shall include a default footer to each email sent via the Application Services, in compliance with the Rules, Regulations and Principles.

3. **Customer Responsibilities.** Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the Rules, Regulations and Principles. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Sensitive Personal Information. Customer understands and acknowledges that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Customer is solely responsible for the contents of all messages. Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes Customer does not have the legal right to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan’s applicable third-party service provider has no obligation to supply or “scrub” any message recipient list and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

4. **Representations and Warranties.** Customer represents and warrants that: (a) Customer has the legal right under applicable law to send message(s) to every recipient to whom a message is sent via the Application Services including, where required by applicable Rules, Regulations and Principles, providing any necessary disclosures and obtaining any necessary consent; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary or privacy right held by any third party; (c) Customer shall

not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the Rules, Regulations and Principles. Customer represents and warrants that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list.



EXHIBIT B: MERCHANT SERVICES ADDENDUM

This Merchant Service Addendum (“Addendum”) sets for certain terms, conditions, obligations and commitments by Paciolan and Customer applicable to the merchant credit card processing services (“Services”) to be provided by Paciolan to Customer.

**1. Credit Card Processing.** Paciolan shall collect all money received from sales managed by Paciolan for Customer and holding all monies, including applicable taxes, less amounts due Paciolan, for the benefit of Customer and, where applicable, Event promoters. Paciolan will make such funds available to Customer by ACH Transfer, less any amounts due Paciolan by Customer according to the Investment Addendum or as otherwise reserved as provided herein (the “Settlement”). Each dispersal of funds to Customer shall be accompanied by a System report. System reports will form the basis for determining the gross receipts and deductions for Customer sales and shall be conclusive as to all amounts contained therein. At all times during the Term and for one (1) year thereafter, but no more than once per year, Customer shall have the right, at its own expense and on reasonable prior notice, to audit sales managed by Paciolan for Customer. Paciolan shall provide Customer with the ability to process payment for all sales with Visa, MasterCard, Discover, and American Express credit cards. Processing fees charged to Customer by Paciolan are set forth on the Investment Addendum and are subject to automatic increase upon notice due to increases imposed on Paciolan by its merchant bank. Customer also agrees to pay all credit card fees relative to the purchase price of such sales, any additional convenience fees that Customer may add to the sale, taxes or any other charges added to the price, and all fees imposed by the merchant bank or any credit card network or association for refunds that Customer may make or authorize Paciolan to make. Customer is responsible for all costs or expenses related to fraudulent credit card use, chargebacks or disputes, and any other fees associated therewith (individually and collectively “Chargebacks”). Paciolan will make every reasonable effort to document the Chargebacks with its merchant bank and to rectify the Chargebacks with purchasers. Any unresolved Chargebacks will be documented to Customer and deducted at Settlement. Customer acknowledges that due to banking regulations, Chargebacks which occur under this Agreement may occur up to eighteen (18) months from the date in which a purchaser has conducted a transaction through the System. Chargebacks which are a result of fraud have no timeframe limitation on purchaser’s and/or card holder’s ability to recover such charges. Paciolan will invoice Customer for Chargebacks received after the conclusion of the Term. Customer acknowledges and agrees that in the case of any cancellation of an Event for which Paciolan processes payment via credit card, Paciolan is obligated to make refunds to those Ticket buyers that paid for Tickets via credit card, within two (2) business days of the time of Customer’s announcement of the cancellation of the Event. Customer authorizes Paciolan to refund the Customer established Ticket price and convenience fee(s) and shall (i) promptly and effectively advertise to the general public its policy and procedures on refunds to Ticket holders and, (ii) within two (2) business days of Customer’s announcement of the cancelled Event, provide Paciolan with sufficient funds, based on the System reports, to make such refunds, provided that Paciolan may withhold funds from the sale of Tickets to other Events to the extent of any deficiency in funds to make refunds. Any failure by Customer to timely remit the required funds as requested by Paciolan shall entitle Paciolan to terminate the Original Agreement in addition to any other right to which Paciolan may then be entitled. In the event that Customer requests that Paciolan process refunds for an Event of Customer scheduled to occur after the date of termination (each a “Post Termination Event”) that is cancelled, Customer shall remit to Paciolan the funds necessary for such refunds, which refunds shall be conditioned upon such remittance by Customer to Paciolan.

**2. PCIDSS.** Paciolan will achieve and maintain Payment Card Industry Data Security Standard (“PCIDSS”) compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer’s written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or intrusion of, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan’s applicable facilities, personnel and records to conduct a review of Paciolan’s compliance with the PCI DSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer’s failure to implement and enforce reasonable security measures, including but not limited to, comply with this Addendum and currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

**3. Paciolan Obligations and Responsibilities.** Paciolan will provide the Services in accordance with PCI DSS requirements and the P2PE Self-Assessment Questionnaire (SAQ).

**4. Customer Obligations and Responsibilities.**

**a.** In order to begin accepting credit card payments, each Customer business unit must receive prior written approval from Paciolan, which may be via email. All Customer business units that process credit card and debit card transactions under Paciolan’s Services must ensure that the payment process and related recordkeeping procedures follow Paciolan’s as described below, PCIDSS and all applicable laws. These procedures apply to all Customer employees, contractors, tenant teams, outlets, students, agents, vendors and other personnel (“Customer Personnel”) involved in the processing of debit and credit card payments in connection with the Services. Customer shall be responsible and liable for Customer’s Personnel’s compliance with this Addendum.

- b.** Customer will be responsible for ensuring all users of Paciolan's ticketing systems, services and environment (System) employed, engaged, contracted, retained by or associated with Customer, including but not limited to, Customer Personnel, complying with this Addendum. Customer will verify its and its Customer Personnel's commitment to comply with this Addendum, provide adequate training and informational meetings to Customer Personnel handling credit card functions, and implement appropriate procedures as provided in this Addendum. In addition, Customer:
- i. Will ensure all payment processing is only via the validated PCI Point-to-Point Encryption (P2PE) solution approved and listed by Paciolan, unless Paciolan authorizes the use of other means in circumstances wherein the P2PE solution provider has outages or maintenance.
  - ii. Will ensure that the only systems in the Customer environment that process or transmit account data are the Point of Interaction (POI) devices, using Paciolan approved payment application which are approved for use with the validated and PCI-listed P2PE solution.
  - iii. Will not otherwise receive or transmit cardholder data electronically.
  - iv. Will Implement all controls in the P2PE Instruction Manual (PIM) provided by the P2PE Solution Provider.
  - v. Will protect the P2PE devices that capture payment card data via direct physical interaction against tampering and substitution, by periodically inspecting such devices, training Customer Personnel to be aware of suspicious behavior and reporting any tampering or substitution of such devices.
- c.** Customer shall be responsible for and ensure the following:
- i. Any Customer department and/or Customer Personnel that accepts, captures, stores, transmits and/or processes credit or debit card information comply with this Addendum and participate in the annual self-assessment process and training.
  - ii. Only authorized and properly trained Customer Personnel may accept and/or access credit or debit card information. No other individuals may have access to credit card information.
  - iii. Paciolan has contracted with VISA Cybersource to provide credit card payment gateway services and Bluefin Payment Systems to provide PCI-DSS validated P2PE card-swiping devices. The Bluefin Payment Systems' ID Tech SRedKEY device is the authorized method of payment processing for on-line credit card transactions. Paciolan uses a version of Cybersource which has also been certified as compliant with PCI-DSS.
  - iv. Electronic storage of credit card information at Customer location devices will not occur because of the increased risk that it presents.
  - v. Each Customer Personnel who has access to credit or debit card information is responsible for protecting that information on behalf of Customer. Credit and debit card information must be securely destroyed as soon as it is no longer necessary to maintain the information by Customer. Physical documents containing credit or debit card information must be stored by Customer in secured access-controlled locations such as locked cabinets. The validation code and personal identification number should not be stored in any form. In no case should credit card information be transmitted by Customer or Customer Personnel via insecure protocols like email or text message.
  - vi. Each Customer department that handles credit card information must have written procedures for complying with PCI-DSS and providing appropriate segregation of duties.
  - vii. Suspected theft of credit or debit card information or inappropriate activity must be reported immediately to Paciolan's Technical Security Staff and Paciolan's Customer Services Department.
- d.** Customer shall ensure that Customer and Customer personnel comply with the following:
- i. Customer and Customer Personnel will NOT do the following:
    1. Do not transmit cardholder's credit card data by e-mail or fax;
    2. Do not store credit card data for repeat customers on paper in an unsecured area;
    3. Do not store PIN or CVV2/CVC2/CID number;
    4. Do not electronically store on any system, computer file or server, any unencrypted credit card data;
    5. Do not electronically store any credit card data on laptop or PC's;
    6. Do not share user IDs for systems access;
    7. Never acquire or disclose any cardholder's data without the cardholder's consent;
    8. Do not use Paciolan TRes product (via SB Client) to process, transmit or look-up credit card data; and
    9. Do not perform any credit card related functions (Process, transmit or look-up) via the Pac7 interface with the check box for "Use Encrypted Card Reader" unchecked within the payment options under Pac7 controls.
  - ii. Customer and Customer Personnel will do the following:
    1. Store all physical documents containing credit card data in a locked drawer, locked file cabinet, or locked office;
    2. Maintain strict control over the internal and external distribution that contains credit card data;
    3. Change vendor supplied or default passwords;
    4. Ensure that passwords conform with current PCIDSS guidelines;
    5. Properly dispose of any media containing credit card data;
    6. If Customer receives an unencrypted email from a customer with credit card data notify the customer that they should no longer send this information via email and delete email immediately;

7. Process all credit card related transactions only using the Paciolan approved applications via the Paciolan approved credit card swiping device only;
8. Establish, publish and maintain an information security policy for Customer Personnel and disseminate to all relevant Customer Personnel. Review and update such policy at least annually; and
9. Ensure all users of the Services and handling functions related to credit cards, review this Addendum and acknowledge the responsibilities.

**e.** Customer's or Customer Personnel's failure to comply with this Addendum may result in (i) loss of Customer's ability to process credit card transactions, (ii) substantial fines and (iii) increased auditing requirements if such failure results in a data breach of the credit card information. If Customer or Customer Personnel breach any term of this Addendum, Paciolan may suspend or terminate this Addendum and the Services.

**f.** If Paciolan is required to undertake remedial action and/or incur penalties, costs and expenses due to Customer's failure to perform its obligations under this Addendum or Customer's breach of this Addendum, then Customer will reimburse Paciolan for such penalties, expenses and costs. For the purposes of this section, remedial action may include, without limitation, improvements to Customer security measures; notice to individuals, credit reporting agencies, public authorities and other entities; Paciolan service support; credit monitoring and defense and satisfaction of third-party claims.

**g.** To the maximum extent permissible under applicable law, Customer agrees to defend, indemnify and hold harmless Paciolan, its affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns (collectively, the "Indemnitees"), against, and to hold the Indemnitees harmless from, any and all judgments, expenses, fines, penalties, or other losses which may be suffered by, imposed on, or incurred by any of the Indemnitees as a result of: (a) any breach of this Addendum by Customer or its agents, subcontractors or employees and (b) Customer's violation of any laws, including, without limitation, all applicable federal, state and foreign privacy and data protection laws.

**h.** Customer shall provide Paciolan with reasonable access to Customer's applicable facilities, personnel and records to conduct a review of Customer's compliance with this Addendum.

## **5. Accertify Products and Services**

The following terms and conditions shall be applicable to the Accertify (an American Express company) Fraud Mitigation Third Party Software subscription services and related Professional Services ("Accertify Products").

**a.** Customer shall receive custom ruleset work and semi-annual chargeback training. Training to be scheduled soon after Accertify Products enablement, upon mutual agreement of the parties. Training sessions will be provided online via the web, unless explicitly agreed upon by Customer and Paciolan. Travel expenses (airfare, meals, lodging, etc.) will be separately billed to Customer as incurred in accordance with the Agreement.

**b.** "Consumer Data" means all personally identifiable information and data provided by Customer to Paciolan in connection with the Accertify Products. Customer owns all Consumer Data, provided by or on behalf of Customer to Accertify via Paciolan in connection with the Accertify Products. Accertify may use the data provided by Customer solely: (a) for the purposes of provision of the Accertify Products, (b) in aggregated form, such that the identity of Customer and Customer's customers is not ascertainable; and (c) in aggregated or disaggregated form, to improve Accertify's existing products and services (including data modeling) or to develop new products, services, and models for resale to Accertify's clients. In all cases, such use shall comply with all applicable laws. Customer hereby permits Accertify to disclose all data, including transaction event data, Customer reference table data, and Consumer Data, provided by or on behalf of Customer to Accertify via Paciolan in connection with the Accertify Products to Accertify affiliates for the sole purpose of developing and providing their products and services associated with reducing fraud, provided that any and all such data is disclosed in aggregate and cannot be linked to or identify any particular individual. In all cases, such data shall not be disclosed to any unaffiliated third party or used for marketing activities directed at Customer's customers. Any data provided by or on behalf of Customer will not otherwise be disclosed to third parties other than Accertify affiliates without Customer's prior written authorization. By ordering the Accertify Products, Customer hereby instructs Accertify and its affiliates to disclose all data included in the Accertify Products to Accertify and its affiliates for the provision of the Accertify Products, for the detection of fraud in cardmember information, for detecting other improper uses of cardmember information and to take steps to prevent fraud or improper uses of cardmember information.

**c.** Customer shall provide the data (including Consumer Data) to Paciolan in accordance and compliance with all applicable laws and Customer's own posted privacy policies, which shall comply with all applicable laws, including, but not limited to, applicable local, state and federal privacy laws. Customer has obtained the requisite approvals, authorizations and/or consents necessary for the provision and processing of the data, including Consumer Data, via the Accertify Products as contemplated hereunder. Customer shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to Customer's use of or receipt of services from Paciolan relating to, the Accertify Products. As between the parties, Customer is responsible for the content and legality of all data provided to Paciolan, including Consumer Data, and will retain ownership of Consumer Data. Customer must not transmit to Accertify via Paciolan any data related to the health, trade union membership, racial or

ethnic origin, sex life, criminal record or criminal allegations, political opinions or religious or philosophical beliefs of a data subject (sometimes referred to as sensitive data) or any other data for which transmission is prohibited by applicable law.

EXHIBIT C: INVESTMENT ADDENDUM**HARDWARE****Qty Description****Hardware Point-of-Sale Stations**

12	BOCA Lemur-S +46 Ticket Printer (w/display & cutter) 300dpi, RADJW-2	Included
12	USB 2.0 AB Printer Cable	Included
12	IDTECH SREDkey w/P2PE Key Injection Credit Card Swipe	Included

**Hardware - Other**

5	Personal Computer	Provided by Customer
	Minimum PC Requirements: Windows 10 (64bit processor) Operating System, Google Chrome or Microsoft Edge Browser, Intel Pentium Processor G2020 (2.9GHz) or greater (or equiv. competitor chip), 8GB RAM min for 64bit OS, 100GB Free Disk Space, Video - Integrated HD Graphics, 2 USB ports	
5	Virtual SSL VPN License	Included

**Access Management Hardware**

20	Janam XT3 Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery	Included
10	Janam GT1 Pedestal w/Wheel Attachment	Included
5	4-Slot Charger - only Cradle Kit	Included
20	Lanyard/Neck strap	Included
1	Server - Hosted	Included

**SOFTWARE****Qty Description****Annual****Paciolan Software Subscription Services**

1	Ticketing Software wData Account	\$40,000
1	Fundraising Software	\$20,000
1	Access Management Software	
1	eCommerce Software	
1	Visualization Paciolan Software Subscription Services	

**Paciolan Software License**

20	Access Management Handheld Software License	
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**Third Party Software Subscription Services (also referred to as Application Services under the Agreement)**

1	PAC Mail	
1	Paciolan Reporting Software	
1	Point2Point Encryption Annual Maintenance & Encryption	
1	Point2Point Encryption Annual Service	
1	Accertify Fraud Mitigation Tier 2 Support Services	

**Third Party Software License**

	Credit Card Authorization - Merchant ID (up to 3 MIDs)	
5	SB+ Client Windows/GUI Emulation\Software License	
20	Microsoft Windows Device CAL for Access Management	

SUBSCRIPTION SERVICES		
Qty	Description	Annual
<b>Annual Professional Services Subscription</b>		
1	SalesForce.com (SFDC) CRM Administration Service (1 instance of SFDC)	\$15,000
PROFESSIONAL SERVICES*		
Description		
	Project Management	Included
	Hosted Setup	Included
	Installation and Configuration	Included
	Hosted Merchant Services Setup	Included
	Ticketing Implementation, Training, Consulting & Reporting	Included
	PAC Fund Implementation, Training, Consulting & Reporting Consumer side of PAC Fund	Included
	Access Management Implementation, Training & Consulting	Included
	eCommerce Implementation, Training & Consulting	Included
	PAC Mail Implementation & Training	Included
	SFDC Implementation & Training	Included
	Development Data Conversion Services (Standard - Predefined Fields)	Included
	Ticketing Data Conversion Services (Standard - Predefined Fields)	Included
	<i>Note for Data Conversions: Conversions do not include payment transactional information and will not be run mid-season. Any deviation from this process will require a Statement of Work for a Custom Data Conversion Program. No credit card data will be converted due to PCI Compliance standards.</i>	
	Seats 3D (Football) - 1 Club Space	Included
	Seat/Parking Selection Management System (SRMS) - Seat/Parking Selection (Annual Football SRMS, GA PRMS w/ 6 - 8 lots)	Included
<p><b>* Training sessions may be either remote or on-site per mutual agreement of Customer and Paciolan. Travel expenses (airfare, meals, lodging, etc.), customs, import taxes, and/or brokerage fees will be billed separately to Customer as incurred, pursuant to Section 9 (D) of the Agreement.</b></p>		



## ADDITIONAL TERMS

### Software and Professional Services

Excepted as annotated Software and Professional Services for initial implementation are included at no additional cost to Customer

### Paciolan Software subscription services (Hosted Services)

Paciolan's hosted Software subscription services are designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted services not be available to the Customer or external users for the duration of the maintenance or upgrade activity. Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00am and 4:00am, Customer local time.

### Additional Support Services

Customer will be provided with a team of support specialists whose responsibilities include: account management, eCommerce operations, marketing automation, Salesforce Administration and digital marketing services. Assigned specialists may change based on Customer's use of Paciolan products and services.

### PAC Mail (Oracle Eloqua Cloud Services)

Paciolan will configure up to two email templates using Customer-provided creative assets. Customer will receive 1 remote training session, which may be done in a group setting. Additional training sessions or services will be billed at then current rates via a separate Statement of Work.

### Cloud Services Agreement

Use of the PAC Mail Third Party Software subscription services (Application Services) shall be subject to the Oracle Cloud Services Agreement available at [www.oracle.com/contracts](http://www.oracle.com/contracts)

### Cookies

Oracle, Paciolan's third party provider of the Application Services (referred to as Services under the Oracle Cloud Services Agreement and known as the Oracle Eloqua Cloud Services), may insert pixels or code into Customer emails generated and/or transmitted through the Application Services or, at Customer request or with Customer consent, into Customer websites, mobile applications or other web assets which, once activated, may cause cookies to be placed in, or read or modified from, a user's or email recipient's browser cache. In accordance with the Service Specifications (accessible at <http://www.oracle.com/contracts>), such pixels and cookies are used to create or modify unique identifiers and track the user's or email recipient's actions on Customer websites, mobile applications or other web assets (or as further specified in the Service Specifications) for Customer marketing and analytics purposes. Customer is responsible for making any disclosures to, and obtaining any consents from, such users and email recipients as may be required under applicable laws, rules, regulations and industry self-regulatory guidelines.

### Privacy and Optional Additional Applications

The PAC Mail Third Party Software Subscription Services (Application Services) enable Customer to test the likelihood that an email will be intercepted by a receiver's spam protection service. This email testing service would be provided by a third party from the Oracle Cloud Marketplace that receives and tests email template content that Customer may provide. Customer's use of the email testing service is optional and not required for Customer use of the Application Services. Any of Your Content or Personal Data (as such terms are defined in the Oracle Cloud Services Agreement) that Customer places into the email testing service is not subject to the terms of the Oracle Hosting and Delivery Policies Services or Oracle Data Processing Agreement incorporated into the Oracle Cloud Services Agreement, and Customer is solely responsible for complying with Customer legal obligations when using this service, including laws applicable to the global transfer of Personal Data. Customer may choose to enable certain Oracle and separately licensed Third Party Services applications, connectors or modules ("Additional Applications") to enhance the features of the Application Services. The Additional Applications are available in the Apps section of settings within the Application Services and are hosted outside of the Application Services environment. Customer use of these Additional Applications is optional and not required for Customer use of the Application Services. Any of Your Content or Personal Data that Customer places into these Additional Applications is not subject to the terms of the Oracle Cloud Services Agreement, including the Oracle Data Processing Agreement and Hosting and Delivery Policies, and Customer is solely responsible for complying with Customer legal obligations when using these Additional Applications, including laws applicable to the global transfer of Personal Data.

### SalesForce.Com

Customer will receive 1 training session.\* Customer shall provide Paciolan with a SFDC administrative license, user name and password for use in the delivery of Professional Services. SFDC licenses, data storage and third party products are not included and are procured directly through such party.

**Access Management**

Quoted amounts for Access Management are estimates based on preliminary Customer project scope and Paciolan site assessment visit if it has occurred. Access Management solution delivery may be completed in phases for multi-venue and/or multi-activity implementations.

Customer is responsible for venue infrastructure to support system equipment storage and transport, network connectivity, and Wi-Fi signal coverage, and will procure and install any related materials, furnishings, data cabling, electrical wiring, and technology needs.

Paciolan will provide assembly/installation guidance and perform software configuration for Paciolan-supplied wireless APs. Paciolan supports the Access Management solution only with approved system hardware and software configurations. The system is delivered with components intended for single-purpose use. To assure performance and compatibility, any equipment or system configurations from other sources must be endorsed by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

**Visualization**

The Visualization Paciolan Software subscription services and Professional Services may be provided by Paciolan's subsidiary, Ballena Technologies, LLC. Paciolan agrees to develop, host and provide 3D visualizations of the Football Stadium (the "Venue") specifically for use by Customer (the "Customizations") in accordance with the Investment Addendum. Clubs, Suites, Premium Seating areas and/or Parking may be subject to additional fees. Any additional future updates, designs or visualization modifications by Paciolan to Customizations during the term of this Addendum, as requested by Customer shall be at Paciolan's then current Professional Services rates. Customer acknowledges and agrees that any 3D visualizations provided by Paciolan as Customizations are approximate representations only and based only upon such information and data as is available to Paciolan by Customer and/or its third party vendors and partners. When applicable, data transfer to eVenue is included (either manual or electronic). Paciolan is not liable for any claim action, costs, damages, fees or other adverse action from any Customer, client, consumer or other third party arising from any such use of or access to any Customization by such third party. The Customizations shall constitute Paciolan Software under the Agreement and all rights, title and interest in the Customizations shall remain with Paciolan. In no event will Customer use the Customizations for integration into other Customer or third party programs or systems or purpose other than so stated herein without the expressed written permission of Paciolan. Customer trademarks and logos ("Customer Marks"), design, product identification, decals and artwork ("Customer Content") displayed in connection with the Customizations shall be and remain the property of Customer, provided, however, that Customer grants Paciolan the right and license to use of such Customer Marks and Customer Content as may be reasonably necessary for completion of the Customizations contemplated herein. Customer will make available four tickets to the Venue to Paciolan upon reasonable request and availability, for not more than two games or events during the course of the calendar year, during the Term. Paciolan shall provide customer with up to 10 hours of services per year to be used towards Seats3D or SMRS modeling and/or development changes pursuant to a separate Statement of Work. Such services shall expire on June 30th of each year and shall not carry over (i.e. use it or lose it).

**Features/Functionality**

Use of any new features and/or functionality of the System made available to Customer during the Term may be subject to additional fees, which fees shall be approved by Customer.

<b>TRANSACTION FEES</b>		
<b>Description</b>		<b>Term</b>
<b>Single Ticket or Value/Misc. Item (1)</b>		
Per Ticket or Value/Misc. Item Sold via the System (subject to a \$0.05 annual increase)		\$3.00
<b>Item Packages (2)</b>		
Maximum Fee Per an Item Package		Waived
<b>New Combo / Multiple Event Items / Season Tickets (3)</b>		
Per Price of Combo / Multiple Event Item Sold via the System		Waived
<b>Student Season Tickets</b>		
Per Combo / Multiple Event Item Sold via the System		Waived
<b>Renewals / Application Packages</b>		
Per Season Renewal Order or Application processed the System (Note - includes 1st payment processed)		\$6.00
<b>Bulk Renewal Processing</b>		
Per Bill Plan Payment copy processed via the System		Waived
<b>Payment Processing</b>		
Per payment transactions processed via the System		Waived
<b>Online Donation Processing</b>		
Per Transaction Value processed via the System		Waived
<b>Electronic Transfer</b>		
Per Order transfer processed via the System		Waived
<b>e.Check Transactions</b>		
Per Check electronically processed		Waived
<b>Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)</b>		
Per Order utilizing Print at Home or Mobile Delivery		Waived
Per Order utilizing Patron ID Card/Device		Waived
<b>e.Venue Guaranteed Minimum Annual Fee (5)</b>		Waived
<b>Non-Athletic Events</b>		
Per Ticket or Value/Misc. Item Sold via the System (subject to a \$0.05 annual increase)		\$3.00
<b>Processing fee for all sales paid via credit card (6)</b>		2.6%
Refunded Merchant Services Sales: processing fees for refunded credit card sales are \$0.75 per order		
<p>1 Per Ticket or Value Item Fee is based on the purchase of each Ticket or Value Item transacted through the System, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.</p> <p>3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through the System. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include tRes and PAC7.</p> <p>5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p> <p>6 Settlement shall occur Friday of each week for all sales that occurred the Monday through Sunday of the preceding week.</p>		

**FEES AND PAYMENT TERMS**

<b>FEES</b>	
ANNUAL HOSTING SUBSCRIPTION	<b>\$40,000</b>
ANNUAL FUNDRAISING SOFTWARE SUBSCRIPTION	<b>\$20,000</b>
ANNUAL SFDC ADMINISTRATION SERVICE	<b>\$15,000</b>
<b>PAYMENT TERMS</b>	
DUE ON January 1, 2024 and each January 1st thereafter thru term of Agreement	<b><u>\$75,000</u></b>

**EXHIBIT D: OPT IN TO SECONDARY INTEGRATION ADDENDUM**

This Opt In to Secondary Integration Addendum (the “Addendum”) is by and between Paciolan and Customer effective as of the Addendum Effective Date set forth in the Additional Terms Section below (“Addendum Effective Date”). This Addendum establishes the general terms and conditions that shall govern secondary ticket resale integration of Customer tickets between Paciolan and SeatGeek, Inc. (“SeatGeek”). This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement with respect to the subject matter contemplated by this Addendum, the terms and conditions of this Addendum shall prevail. Any defined term not defined in this Addendum shall have the meaning ascribed to such defined term in the Agreement. Now, therefore, the parties hereby agree as follows:

**1. Definitions.** “Affiliate” means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise. “Chargeback Costs” shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization’s rules (e.g., cardholder dispute, fraud, declined transaction, returned tickets for canceled events, etc.). “Customer Marks” means the Customer’s domain names, trademarks, trade dress, website logos and other branding elements used in the performance of this Addendum. “Customer Sites” means the websites owned, operated or otherwise controlled (i.e. with respect to the content) by the Customer. “Integration” means the integration between the SeatGeek Site and the Paciolan Platform contemplated by this Addendum, the purpose of which is to enable the resale of secondary tickets via the SeatGeek Site to certain Qualified Events. “Marks” means the Customer Marks or SeatGeek Marks, as applicable. “Net Secondary Fee Revenue” means the total gross logistics fees, buy fees, and sell fees (i.e. gross secondary fees revenue) SeatGeek actually retains with respect to a Qualifying Transaction for Customer Qualified Events less the following direct expenses: (i) credit card processing fees, (ii) any taxes, (iii) Chargeback Costs, (iv) customer support costs, (v) discounts, (vi) shipping and (vii) hosting costs. “Paciolan eCommerce” means Paciolan’s white label online commerce sites used by Customer to transact tickets and other items digitally and, as of the Addendum Effective Date, known as “e.Venue.” “Paciolan Platform” means the Paciolan ticketing system and platform. “Personal Data” means any information (i) relating to an identified or identifiable natural person, (ii) that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, regardless of the media in which it is maintained, or (iii) any other data that constitutes personal data, personal information or a similar terms under applicable laws and regulations. “Privacy Laws” mean all applicable laws and regulations, including, but not limited to, any U.S. State and Federal Governmental Acts, as amended, relating to the processing, use, disclosure, security, confidentiality or privacy of Personal Data, Qualifying Transactions that occur after the Addendum Effective Date shall constitute Qualifying Transactions. “Qualified Event” means any event of any kind or nature whatsoever (i) held at a venue owned, controlled, operated or managed by Customer and any successor venue of such venue, or (ii) to which Customer otherwise controls the rights or has the right to sell tickets. “Qualifying Transaction” is an order of any kind by a secondary buyer for tickets, value items, miscellaneous items and the like to a Qualified Event subject to the Integration placed on, or otherwise facilitated by, the SeatGeek Site, including, but not limited to, consumer to consumer transactions, broker transactions, Customer sales (including, but not limited to, direct listings of tickets and the like by Customer on the SeatGeek Site), transactions initiated via the Paciolan Platform via the Integration, and any other secondary channels. “SeatGeek Marks” mean the SeatGeek domain names, trademarks, logos and other branding elements to be used in the performance of this Addendum. “SeatGeek Site” means the websites owned and operated by SeatGeek and currently accessible at [www.seatgeek.com](http://www.seatgeek.com), as well as any ticket marketplace, mobile sites, applications (including mobile applications), future and/or other domain names and websites, and similar products, services and channels, including its APIs, used by SeatGeek, its Affiliates, partners and agents to sell event tickets and the like.

**2. Fulfillment; Integration.** Except as expressly contemplated otherwise in Section 7 (Customer Obligations) Customer shall ensure that all secondary ticketing resale transactions relating to Qualified Events subject to the Integration shall be processed through the Integration. To the extent Customer has the corresponding team, Customer agrees that all home football and home basketball Qualified Events offered by Paciolan to be subject to the Integration shall be subject to the Integration, unless mutually agreed otherwise in writing by the parties via email. Qualifying Transactions will be validated and fulfilled such that SeatGeek customers receive tickets from the Paciolan ticketing system (the “V&F Services”). Electronic delivery shall be the exclusive method for fulfillment of tickets and the like via the V&F Services, unless otherwise agreed upon by the parties with respect to any Qualified Event, which agreement may be via email. If a Qualified Event subject to the Integration is cancelled or postponed and not rescheduled within thirty (30) days of postponement, payments made by Paciolan to Customer for the applicable Transaction Fees shall be refunded to Paciolan, or, if not yet paid, shall be deducted from the subsequent payment to Customer.

**3. Promotional Obligations.** Customer will perform the promotional obligations set forth on Attachment 1.

**4. Transaction Data.** Upon Customer’s execution of this Addendum, Paciolan will provide, via SeatGeek, Customer transaction data for Customer’s relevant transactions for the then prior three (3) years. Such data will be delivered in anonymized, aggregated

form, via a secure FTP upload or other delivery mechanism and will include the following information, to the extent readily available to SeatGeek: event, event date, section, row, quantity of transactions, quantity of seats, total Gross Merchandise Value (payment to seller plus the sell fee collected plus the buy and logistics fees) average ticket price and other data determined by Paciolan and SeatGeek, but excluding any Personal Data. Thereafter, such transaction data will be provided no less frequently than monthly to Customer. Customer shall use such transaction data solely for its internal business purposes related to this Addendum and shall not disclose such transaction data to or share it with any third party. As between the parties to this Addendum, any transaction data that pertains to any period prior to the Addendum Effective Date shall be Paciolan Confidential Information.

**5. Consumer Data. PURSUANT TO THE TRANSACTIONS CONTEMPLATED BY THIS ADDENDUM, CUSTOMER SHALL NOT PROVIDE PERSONAL DATA TO PACIOLAN OR SEATGEEK.** During the Secondary Term (as defined below), Customer shall have access to certain SeatGeek customer data via the Paciolan Platform, including but not limited to customers’ names, emails, transaction data and seat location, where applicable (“Consumer Data”), which may be used by Customer for the sole purpose of facilitating the cancellation and reissue of tickets or to assist customers with any fulfillment issues (including, but not limited to, customer service and transaction based emails, delivery of mobile tickets, cancellations, notification of time changes, etc.), and for otherwise fulfilling obligations under this Addendum, provided that Customer shall not use identifiable Personal Data to perform services on behalf of another person. If such Consumer Data was previously or subsequently received by Customer via any other means, including, but not limited to, a transaction or inquiry independent of SeatGeek and/or this Addendum, a buying list, a graduating student, etc., in which case, such Consumer Data shall no longer constitute Consumer Data. With respect to all Consumer Data that is, or may contain, Personal Data, SeatGeek shall be the data controller under this Addendum. Customer shall be a sub-processor and/or service provider under applicable Privacy Laws with respect to Consumer Data (excluding Consented Consumer Data). To the extent required pursuant to any Privacy Laws, the parties agree to execute, acknowledge and deliver an applicable data processing agreement or addendum, or any other instruments or documents necessary to give effect to the provisions of this Section and Section 6 (Consented Consumer Data) below. Without prejudice to the foregoing, Customer shall: (a) ensure that it has all necessary appropriate lawful basis under applicable Privacy Laws to process Personal Data pursuant to this Addendum, where, with the exception of Consented Consumer Data (as defined below), Customer’s obligations under applicable Privacy Laws shall be limited to those of a processor, sub-processor and/or service provider; (b) implement appropriate physical, technical and organizational measures designed to protect Personal Data processed pursuant to this Addendum against accidental or unauthorized loss, theft, alteration, damage, disclosure, access or other unauthorized processing, which such measures shall ensure a level of security appropriate to the risk; (c) notify Paciolan without delay upon becoming aware of any confirmed security breach as defined by applicable Privacy Laws or other breach of security leading to the accidental, unauthorized or unlawful destruction, loss, damage, alteration, disclosure of, or access to, Personal Data processed by Customer pursuant to this Addendum. Customer shall provide Paciolan and SeatGeek all reasonably requested information relating to such breach and provide any reasonably necessary assistance to enable Paciolan and SeatGeek to comply with applicable Privacy Laws with respect to any such breach, and shall do so in a timely manner. In particular, and without prejudice to any other right or remedy available to the Paciolan, following discovery of a breach, to the extent such breach is the fault of Customer, Customer shall, at its own cost and expense, promptly take: (i) corrective action to mitigate any risks or damages involved with such breach and to protect such Personal Data from any further compromise; and (ii) any other actions that may be required by applicable Privacy Laws as a result of such breach, in coordination with Paciolan. Without limiting this Section with respect to Consumer Data for which Customer acts as a data processor and/or service provider, Customer shall (i) only use Personal Data for the purposes of fulfilling its obligations under this Addendum, and only to the minimum extent required for such specific purposes; (ii) upon expiration or termination of this Addendum, delete all Personal Data obtained under this Addendum, unless required by applicable law to maintain records thereof; (iii) reasonably assist SeatGeek (via Paciolan) in the fulfillment of its obligations as a data controller in connection with the exercise by data subjects of their rights under Privacy Laws and/or in response to inquiries and investigations by competent authorities; (iv) not engage any third party sub-processor to process Personal Data, unless such third party sub-processor undertakes in writing to comply with written obligations that are substantially similar to those contained in this Section; (v) be liable for the acts and omissions of its sub-processor(s); and (vi) maintain records and information reasonably necessary to demonstrate its compliance with applicable Privacy

Laws and this Addendum and allow for the reasonable audit of its records by SeatGeek designated auditor to the extent required by applicable Privacy Laws. For the sake of clarity, this Section shall not apply to Consented Consumer Data or limit Customer's ability to determine the processing for such Consented Consumer Data subject to the customer's permissions.

**6. Consented Consumer Data.** Subject at all times to applicable Privacy Laws and conditioned upon SeatGeek's license to Paciolan, Paciolan hereby grants to Customer a non-transferable, non-sublicensable and, subject to a consumer's rights under applicable law, perpetual license to Consented Consumer Data to be used for Customer's internal uses and any other marketing and business purposes described to the consumer at the time of collection or with the consumer's subsequent consent or direction. "Consented Consumer Data" shall mean Consumer Data whereby the applicable customer (i.e., an individual that utilizes V&F Services) has consented electronically to the release and transfer of its Consumer Data to the Customer, as permitted under this Section. Paciolan shall not be responsible for obtaining such consent from the customer with respect to the Consented Consumer Data. In connection with such consent opportunity, Customer shall provide Paciolan with a link to Customer's privacy policy to be provided to SeatGeek in connection with such consent. Customer acknowledges that certain Consumer Data may be considered Personal Data pursuant to applicable Privacy Laws. Customer agrees that pursuant to Privacy Laws, Customer will act as separate and independent data controller with respect to Consented Consumer Data that is Personal Data, and Customer shall be separately responsible for complying with its obligations as a data controller under the applicable Privacy Laws with respect to such Consented Consumer Data that is Personal Data and notwithstanding that the Consented Consumer Data was not collected by Customer. Customer shall (i) use Consented Consumer Data in accordance with its publicly accessible privacy policy and applicable Privacy Laws, and (ii) except for its service providers, not transfer, license, sub-license, assign, lease, sell, publish, disclose, or otherwise provide access to or make available Consented Consumer Data to any third party. The license granted Customer under this Section shall terminate upon customer's election to opt-out (or exercise any other individual rights under Privacy Laws or any other applicable law) through SeatGeek, Paciolan or the Customer opt-out procedures, as applicable.

**7. Customer Obligations.** Customer shall comply with all applicable laws with respect to the transactions contemplated by this Addendum. Except (i) with respect to the electronic transfer of tickets or similar process utilized for privileged groups (e.g. students, faculty and staff, etc.) or other groups as mutually agreed upon in writing via email by the parties, (ii) with respect to luxury suites, (iii) with respect to zero or nominal value tickets (i.e. comp tickets), (iv) if Customer is subject to exclusive secondary ticketing agreements, arrangements or relationships via its league, conference or similar governing body organization; (v) tickets sold prior to the Integration date for a Qualified Event that takes place after the Integration date; or (vi) with respect to any integration of the Paciolan Platform with any third party product, service or system that provides primary ticketing pricing and/or distribution tools, products and/or services, Customer shall use the validation and fulfillment of tickets via the Integration, during the Secondary Term, as its exclusive consumer listing integration (i.e. ticket barcode cancel/reissue) for purposes of secondary ticketing (i.e. resale of tickets) for all Qualified Events by such Customer. During the Secondary Term (as defined below), Customer shall not enter into an agreement with, or otherwise engage, a secondary ticketing third party, other than SeatGeek pursuant to this Agreement. If Customer is, as of the Addendum Effective Date, subject to, or if it becomes subject to (without its consent), any regulations, agreements or policies that limit or restrict the resale of tickets, then Customer may decline the provision of the validation and fulfillment of tickets via the Integration in respect of those affected tickets only. Customer agrees not to take retaliatory or punitive action against SeatGeek customers based on the customer's sale or purchase of tickets on the SeatGeek Site, through the cancellation of season tickets or otherwise, throughout and after the Secondary Term of this Addendum.

**8. Customer Service.** SeatGeek will provide customer support consistent with its customary and current customer service offering (which may include a call center, chat or email support). SeatGeek will provide its customary on-site customer support for certain Qualified Events subject to the Integration, as mutually agreed by Paciolan and Customer via email, in each case with sufficient advance notice for SeatGeek personnel to book travel and otherwise prepare for the on-site visit. SeatGeek will provide its standard training and tools necessary for the Customer venue box office staff to respond to customer service issues in a satisfactory manner and Customer will provide all other requisite on-site customer support.

**9. Trademark License.** Subject to SeatGeek's prior written approval which may be via email and subject to and conditioned upon the license granted from SeatGeek to Paciolan, Paciolan hereby grants to Customer, during the Secondary Term of this Addendum, a non-exclusive, royalty-free, worldwide right and license to use, transmit, store, display, reproduce and copy the SeatGeek Marks to the extent necessary to enable Customer to perform its obligations and exercise its rights under this Addendum. Subject to Customer's prior written consent, which may be via email, Customer hereby grants to Paciolan a non-exclusive, royalty-free, worldwide right and sublicense, during the Secondary Term of this Addendum, to use, transmit, store, display, reproduce and copy the Customer Marks to the extent necessary to enable SeatGeek to perform its obligations and exercise its rights under this Addendum. No ownership right, title, or interest in any Marks is intended to be given to or acquired by Paciolan, Customer or SeatGeek with respect to Marks by the execution or performance of this Addendum. All goodwill

arising out of any use of any of Marks will inure solely to the benefit of the applicable owner. Paciolan makes no representations or warranties with respect to the SeatGeek Marks and assumes no liability or responsibility with respect to the license granted herein.

**10. Payments.** Customer shall be eligible for payment of Transaction Fees identified in the Additional Terms Section below. Paciolan will provide Customer a monthly reporting of the Transaction Fees. In addition to the other conditions set forth in this Addendum, all Transaction Fees shall be subject to and conditioned upon Paciolan's receipt of the corresponding payment from SeatGeek. Paciolan reserves the right to assess and deduct from the Net Secondary Fee Revenue any Chargeback Costs that are assessed by the applicable merchant bank and/or processor and any refunds for fraudulent transactions, for up to six (6) months after the occurrence of the relevant Qualified Event.

**11. Secondary Term and Termination.** The term of this Addendum shall begin on the Addendum Effective Date and continue through the expiration date set forth in the Additional Terms Section below ("Secondary Term"). This Addendum will terminate early as follows: (i) with written notice from the terminating party after the other party materially breaches this Addendum and does not cure such breach within thirty (30) days following written notice of breach thereof from the terminating party; (ii) by mutual written agreement; (iii) upon termination or expiration of the contractual relationship between Paciolan and SeatGeek contemplating the transactions set forth herein; or (iv) upon termination of the Agreement (ticketing agreement between Customer and Paciolan). Upon expiration or termination, all licenses granted hereunder shall terminate, except to the limited extent required to fulfill then outstanding Qualifying Transactions and as set forth in Section 6 (Consented Consumer Data). Any and all provisions in this Addendum which, by their nature, would reasonably be expected to survive termination or expiration of this Addendum shall survive and be enforceable after such termination or expiration, including, but not limited to, Sections 1 ("Certain Definitions"); 6 ("Consented Consumer Data") (subject to the customer's right to opt-out or exercise any other individual rights under Privacy Laws); and 11 ("Secondary Term and Termination"), only with respect to termination and survival provisions.

#### ADDITIONAL TERMS:

Addendum Effective Date: January 1, 2024

Expiration Date: December 31, 2028

Transaction Fee to be remitted to University pursuant to and subject to Section 10 above: 15% of Net Secondary Fee Revenue



**Attachment 1**

1. Integration of text links that link directly on “click” from the Paciolan eCommerce site to the applicable Customer’s performer page on the SeatGeek Site;
2. Placement of “SeatGeek” in navigation links and/or drop down menus of the Customer Site and applicable Paciolan eCommerce site, either of which shall be “above the fold” throughout the ticketing pages, to the extent such placements are available on the applicable Customer Sites and applicable Paciolan eCommerce site;
3. For sold out Qualified Events: Place a text link on the applicable Paciolan eCommerce site redirecting traffic to the applicable Customer’s Event Page on the SeatGeek Site; include a text link redirecting traffic to the applicable Customer’s Event Page on the SeatGeek Site in any press releases, emails and social media announcing a sellout;
4. SeatGeek logo and text link in "Tickets" dropdown and on “Schedule/Events” pages for Qualified Events on the Customer Sites to the applicable Customer’s performer page, with Schedule page placement to be mutually agreed upon in writing via email provided that the SeatGeek logo and text link shall be displayed prominence and exposure similar to the display of the SeatGeek logo and text link with other Paciolan clients;
5. Ability to use Customer Marks on the SeatGeek Site and in media and advertising pursuant to, and subject to, the trademark license set forth in Section 9 the Addendum.
6. Minimum of two (2) dedicated emails sent to season tickets holders, donors, and subscribers annually.
7. Inclusion in customer education information for secondary ticketing on the Customer Sites in a form substantially similar to that provided to Paciolan’s other clients.

EXHIBIT E: INSURANCE REQUIREMENTS

Contractor shall purchase, at its own cost and expense, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract.

**A. Minimum Scope of Insurance and Limits****1. Workers Compensation**

Contractor shall be in compliance at all times with applicable workers' compensation law with respect to workers' compensation insurance or proper certification of self-insured status.

**2. Commercial General Liability**

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

**3. Automobile Liability**

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

Automobile Liability Insurance requirements may be waived *only if* the Contractor's scope of work clearly does not involve the use of a motor vehicle.

**4. Professional Liability, Errors and Omissions**

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000: Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

**5. Cyber Liability Insurance**

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber Liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**B. Other Insurance Provisions**

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage and Professional Liability/E&O, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured for the full occurrence and aggregate limits of the applicable insurance policies as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Upon Customer request, Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette  
ATTN: Purchasing Department  
P.O. Box 40197  
Lafayette, LA 70504

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

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification required by law or contract.

EXHIBIT F: SERVICE POLICIES

For so long as Customer remains compliant with all material aspects of its underlying master ticketing agreement with Paciolan (“Agreement”), Paciolan will provide maintenance and support for the System (as defined below) in accordance with these Service Policies.

1. **Definitions.**

- (A) **“Customer Employees”** means that the name of the individual(s) calling for support is listed in the Customer record of our CRM and is marked as active.
- (B) **“Escalated Problem”** means a Problem that cannot be resolved immediately and additional support is required.
- (C) **“Permanent Solution(s)”** means a permanent resolution to a Problem that restores the System without a material loss of performance or functionality.
- (D) **“Problem”** means a failure of the Paciolan software system (“System”) to perform in accordance with its documentation that can be reproduced by Paciolan. For the purposes of these Service Policies, to “reproduce” a Problem shall mean that Paciolan is able to replicate, recreate, or otherwise determine, in its reasonable, good-faith judgment, that such error, as described to Paciolan by Customer, is more likely than not attributable to the System or some component thereof.
- (E) **“Severity 1 Problem (S1)”** means an Escalated Problem that renders the System unusable or inoperative and thereby adversely impacts Customer revenue, or that disables the performance or functionality of a component of the System as to make the System effectively unusable or inoperative.
- (F) **“Severity 2 Problem (S2)”** means an Escalated Problem that highly impacts the productivity or functionality of the System.
- (G) **“Severity 3 Problem (S3)”** means an Escalated Problem which results in some adverse impact on the productivity or functionality of the System.
- (H) **“Telephone Support”** means 24 hour and 7 days a week support. Assistance between 6:00 a.m. and 6:00 p.m. Pacific Time on Paciolan’s regular business days (Monday through Friday, excluding Paciolan holidays) concerning the use of the System. Assistance is also available after Paciolan’s regular business hours (Monday through Friday between 6:00 p.m. and 6:00 a.m., Saturdays, Sundays and Paciolan holidays) concerning Severity 1 Problems (S1).
- (I) **“Updates”** means basic enhancements and/or major releases.
- (J) **“Web Support”** means a personalized login to an online support portal available twenty-four (24) hours per day and seven (7) days a week via an internet connection worldwide, which provides the Customer with the ability to open new cases, review status of current cases and access product bulletins.
- (K) **“Work Around”** means a temporary resolution to a Problem, such as a patch or instructions on how to avoid a Problem that requires further work or replacement in order to fully restore the performance or functionality of the System.

2. **Application Development and Updates.** Paciolan shall determine the future roadmap for its ticketing solutions and all components thereof in its sole discretion. When requested by Customer, Paciolan will provide Customer with notification in writing of major releases, if and when available, as far in advance of the release as is reasonably feasible.

3. **Customer and Technical Support.**

- (A) Paciolan shall provide Support.
- (B) Paciolan shall provide standard training per the Investment Addendum to the Agreement. Any additional training required by Customer, including training of new or replaced Customer employees shall be at Customer’s expense.
- (C) Paciolan shall provide **Customer Employees** with Telephone Support and Web Support in connection with its support obligations under the Service Policies. Telephone Support will include support and commercially reasonable efforts to resolve Customer’s Problems during Paciolan’s regular business hours (as defined in **Telephone Support**) and Severity 1 Problem resolution will continue outside of regular business hours by after hours support.

4. **Paciolan Contact Information.** Toll Free Customer Service Phone Number: (888) 774-4778. Support Web Site: [www.paciolan.com](http://www.paciolan.com) (requires personalized login).

5. **Problem Resolution.** Escalated Problems will be categorized by Paciolan according to the severity levels set forth in these Service Policies, taking into consideration Customer’s initial recommendation. Paciolan will use commercially reasonable efforts to provide

resolutions for Escalated Problems as prescribed in this Section 5. Paciolan support personnel will provide status tracking and will control Problem escalation.

- (A) Severity 1 Problem: Paciolan will promptly commence the following procedures upon notice of a Severity 1 Problem: (a) immediately assign Paciolan personnel to correct the Severity 1 Problem; (b) provide Customer with periodic reports on the status of the corrections; and (c) undertake commercially reasonable efforts to provide Customer with a Work Around or a Permanent Solution within twenty-four (24) hours of receiving such notice, provided that, in the event a Work Around or a Permanent Solution is not provided within such schedule, Paciolan shall allocate all of its commercially available support resources to such Problem until a Work Around or a Permanent Solution is provided.
- (B) Severity 2 Problem: Paciolan will promptly commence the following procedures upon notice of a Severity 2 Problem: (a) assign Paciolan personnel within 1 business day to correct the Severity 2 Problem; (b) provide Customer with periodic reports on the status of the corrections; and (c) undertake commercially reasonable efforts to provide Customer with a Work Around or a Permanent Solution within 10 business days of receiving such notice.
- (C) Severity 3 Problem: Paciolan will commence the following procedures upon notice of a Severity 3 Problem: (a) assign Paciolan personnel to analyze the Severity 3 Problem; (b) provide Customer with an update on the item as to whether it will be fixed, added to the product backlog or included in planned product enhancements.
- (D) Response Procedures: For each Escalated Problem reported by Customer, Paciolan will use commercially reasonable efforts to (a) promptly log the support case; (b) identify each outstanding issue relating to a Problem notice with a unique “**Case Number**” for tracking purposes; (c) verify that any Escalated Problem is resolved before closing the Case (as defined below); Upon reasonable request by Customer, Paciolan shall provide a “**Status Update**” on any Escalated Problem logged for Customer. For Escalated Problems that have been resolved, the Status Update will include the Case Number, the closing resolution for the Escalated Problem, the expected date that a Permanent Solution will be released, and a description of any known Work Around. For Escalated Problems that have not yet been resolved, the Status Update will include the Case Number, an Escalated Problem resolution plan, and a description of any known Work Around. Each Escalated Problem logged for Customer will remain open until closure notification is received from Paciolan.
- (E) Patch: When a Severity 1 Problem or a Severity 2 Problem is identified Paciolan will develop a patch and /or provide a Work Around to correct it. Customer and Paciolan will cooperate in good faith to determine if and when to install the patch.

## 6. Customer Responsibilities.

- (A) For each Escalated Problem identified by Customer, Customer will provide Paciolan with a full description of the Escalated Problem encountered and, where reasonably feasible, instructions on how to repeat the condition which brought about the Escalated Problem (a “**Case**”). Customer will provide to Paciolan such diagnostic information as is available. A Case will include an initial severity level designation (i.e. as a Severity 2 Problem, Severity 3 Problem, etc.), which will be initially determined by Customer, subject to Paciolan’s final determination. If Customer’s assistance is required by Paciolan in order to reproduce an Escalated Problem or generate reproducible sequence or conditions creating the Escalated Problem so that an Escalated Problem can be identified by Paciolan, then Customer will use the same level of effort to reproduce Escalated Problems and convey them to Paciolan as the level required by Paciolan to solve said Escalated Problem.
- (B) Customer will provide Paciolan with reasonable access to all personnel necessary to answer questions about any Escalated Problems reported by Customer.
- (C) Paciolan will only be responsible for issues originating from the System hosted by Paciolan, and will not be responsible for any Problem caused by (a) modification or alteration of the System, or any part thereof, by any person other than Paciolan; (b) accident, neglect or misuse; (c) virus or trojan code infections or storage problems; (d) combination of the System with any item not expressly contemplated by the Agreement or authorized in writing in advance by Paciolan; (e) Customer’s use of the System for other than the specific purposes for which it is licensed and warranted pursuant to the Agreement; (f) failure to incorporate any Update previously provided by Paciolan that corrects such Problems; (g) failure to install Paciolan-recommended hardware configuration, service pack versions and other relevant computer-environment details; (h) introduction of new hardware or software that Paciolan does not support that causes the Problem; or (i) any Paciolan software that is not under Paciolan’s support/maintenance program. Paciolan reserves the right to charge Customer (and Customer agrees to pay) additional fees and expenses at Paciolan’s then-standard rates for services performed in connection with reported Problems which are later determined to have been due to any of the causes identified in this Section.
- (D) If Paciolan believes that an Escalated Problem reported by Customer may not be due to an error in the System, Paciolan will so notify Customer. At that time, Customer may (a) instruct Paciolan to proceed with Escalated Problem determination at its possible expense as set forth below, or (b) instruct Paciolan that Customer does not wish the Escalated Problem pursued at its possible expense. If Customer requests that Paciolan proceed with Escalated Problem determination at its possible expense

and Paciolan determines that the Escalated Problem was not due to an error in the System, Customer shall pay Paciolan, at Paciolan's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) Escalated Problem determination or repair to the extent Escalated Problems are due to errors in the System; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Paciolan that it no longer wishes work on the Escalated Problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Paciolan). If Customer instructs Paciolan that it does not wish the Escalated Problem pursued at its possible expense or if such determination requires effort in excess of Customer's instructions, Paciolan may, at its sole discretion, elect not to investigate the error without liability therefor.

THESE SERVICE POLICIES ARE NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THESE SERVICE POLICIES ARE SUBJECT TO THE LIMITATIONS THEREIN, AND DO NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT. THESE SERVICE POLICIES MAY BE UPDATED AND MODIFIED BY PACIOLAN FROM TIME TO TIME.



## Agenda Item #12

Review and approval of  
Water Sector Commission  
recommendations, in  
accordance with the  
provisions of R.S.  
39:100.56

No documentation at this  
time.