



JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

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

Senator Glen Womack
Chairman

Representative Jack McFarland
Vice Chairman

NOTICE OF MEETING

Friday

June 20, 2025

9:30 A.M.

House Committee Room 5

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-year Baseline Budget
2. Facility Planning and Control
3. Review and approval of a contract amendment between the Louisiana Department of Environmental Quality and Access Sciences Corporation, Inc., in accordance with the provisions of R.S. 39:1615(J).
4. Review and approval of a contract between the Department of Education and the Primary Class Inc., DBA Odyssey, in accordance with the provisions of R.S. 17.4037.5(B).
5. Review and approval of an extension of a contract between the Louisiana Department of Health and Health Management Systems, Inc., in accordance with the provisions of R.S. 39:1615(J).
6. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56.
7. Interpretation of legislative intent for appropriations contained in Act 397 of the 2023 Regular Session of the Legislature and Acts 4 and 776 of the 2024 Regular Session of the Legislature, in accordance with the provisions of R.S. 24:653(E).
8. Review and approval of Deputy Sheriffs' Supplemental Pay in accordance with Act 110 of 1982 and the provisions of R.S. 40:1667.8.

9. Review an extension of a contract between the Louisiana Department of Health and Conduent State Healthcare, LLC, in accordance with the provisions of R.S. 39:1615(J).

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

V. ADJOURNMENT

Persons who do not feel comfortable giving testimony in person may submit a prepared statement in accordance with Senate Rule 13.79, in lieu of appearing before the committee. Statements may be emailed to dugasl@legis.la.gov and must be received by the committee secretary at least four hours prior to the meeting to be included in the record for this committee meeting.

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

THIS NOTICE CONTAINS A TENTATIVE AGENDA AND MAY BE REVISED PRIOR TO THE MEETING. REVISED NOTICES CAN BE CHECKED ON THE LEGISLATIVE WEBSITE, (<https://legis.la.gov>), THE WALL OUTSIDE THE COMMITTEE ROOM IN WHICH THE MEETING IS TO BE HELD, AND THE BULLETIN BOARDS OUTSIDE THE HOUSE AND SENATE CHAMBERS (MEMORIAL HALLS), BY CALLING THE PULS LINE 342-2456, AND AT THE BILL ROOM IN THE BASEMENT NEXT TO COMMITTEE ROOM A.

Glen Womack, Chairman

STATE OF LOUISIANA
State General Fund Fiscal Status Statement
Fiscal Year 2024-2025
(\$ in millions)

June 2025

	<u>MAY 2025</u>	<u>JUNE 2025</u>	<u>JUNE 2025 Over/(Under) MAY 2025</u>
<u>GENERAL FUND REVENUE</u>			
Revenue Estimating Conference - May 21, 2025	\$12,239.100	\$12,239.100	\$0.000
FY 23-24 Revenue Carried Forward into FY 24-25	\$426.327	\$426.327	\$0.000
Total Available General Fund Revenue	\$12,665.427	\$12,665.427	\$0.000
<u>APPROPRIATIONS AND REQUIREMENTS</u>			
Non-Appropriated Constitutional Requirements			
Debt Service	\$451.550	\$451.550	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	\$542.873	\$542.873	\$0.000
Appropriations			
General (Act 4 of 2024 RS)	\$11,670.886	\$11,670.886	\$0.000
Ancillary (Act 685 of 2024 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 775 of 2024 RS)	\$187.316	\$187.316	\$0.000
Legislative (Act 733 of 2024 RS)	\$93.021	\$93.021	\$0.000
Capital Outlay (Act 5 of 2024 RS)	\$0.000	\$0.000	\$0.000
Total Appropriations	\$11,951.223	\$11,951.223	\$0.000
Other Requirements			
Funds Bill (Act 723 of 2024 RS)	\$12.125	\$12.125	\$0.000
Total Other Requirements	\$12.125	\$12.125	\$0.000
Total Appropriations and Requirements	\$12,506.220	\$12,506.220	\$0.000
General Fund Revenue Less Appropriations and Requirements	\$159.207	\$159.207	\$0.000

Note 1: Act 11 of the 2024 Third Extraordinary Session changed the source of funding for the Tourism Promotion District to 0.3% of the avails of the 1% state sales tax levied pursuant to R.S. 47:331. HB 578 of the 2025 Regular Session proposes to correct the allocation to 3% of the avails of the 1% state sales and use tax levied pursuant to RS 47:331. *Impact to the State General Fund is estimated to be \$13,200,000.*

Note 2: Act 11 of the 2024 Third Extraordinary Session levied additional taxes upon telecommunication services... to be collected by the state. HB 578 of the 2025 Regular Session proposes to create Local Revenue Fund to receive the avails of the additional 5% tax levied in Act 11 of the 2024 Third Extraordinary Session. *Impact to the State General Fund is estimated to be \$18,300,000.*

Note 3: This report does not reflect the appropriations and requirements included in HB 460 of the 2025 Regular Session (Supplemental Bill) and HB 461 of the 2025 Regular Session (Funds Transfer Bill). *HB 460 impact to the State General Fund is estimated to be \$95,577,417 and HB 461 impact is \$35,323,522. The remaining estimated State General Fund balance is \$71,226.*

II. FY 2023-2024 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."

FY24 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

FY23 Surplus/(Deficit)	325.437
FY24 General Fund - Direct Revenues:	
Actual General Fund Revenues	14,044.825
General Fund - Direct Carryforwards to FY24	432.168
Other Transfers	0.201
Total FY24 General Fund - Direct Revenues	14,477.193
FY24 General Fund - Direct Appropriations & Requirements:	
Draws of General Fund - Direct Appropriations	(10,948.525)
General Obligation Debt Service	(435.849)
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)
Transfers Out to Various Funds for 20-XXX	(75.352)
Transfers to Various Funds per Various Legislative Acts	(597.344)
Transfers to Coastal Protection and Restoration Fund (Z12) - Constitution 7:10.2 and R.S. 49:214.5.4	(25.000)
Net Transfer/Payment to LASERS/TRSL - Constitution 7:10.16. (B)(1)	(65.702)
Net Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15. (D) and 7:10.16. (B)(2)	(1,189.332)
Net transfer to LDR for 1% FSGR MOF	(50.401)
Use of FY23 Surplus	(325.073)
Total FY24 General Fund - Direct Appropriations & Requirements	(13,802.578)
Adjusted General Fund Direct Cash Balance	1,000.052
Obligations Against the General Fund Direct Cash Balance:	
General Fund - Direct Carryforwards to FY25	(426.327)
Unappropriated Use of FY23 Surplus	(0.364)
FY24 Transactions Processed in FY25:	
Transfer from Remote Sellers - June 2024 taxes collected in July and distributed to LDR in August	23.278
Transfer from Disability-Focused Disaster Preparedness and Response Fund (V61), sports wagering revenues to which is capped at \$500K - RS 27:625(G)(5)	0.603
Transfer to Compulsive and Problem Gaming Fund (H10), 3% of sports wagering revenues, or \$500K, whichever is greater - RS 27:625(G)(6)	(1.654)
Transfer to Compulsive and Problem Gaming Fund (H10) from the \$3 million annual license received by Gaming Control Board - RS 27:241.1.C	(0.500)
Total Adjustments	(404.964)
Net General Fund Direct Surplus/(Deficit)	595.088
Certification in accordance with R.S. 39:75A(3)(a)	\$595,087,982

III. Current Year Items Requiring Action

GOHSEP, State Police, Military, Wildlife: Emergency responses (January 1, 2025 terrorist attack) and emergency preparedness (Super Bowl LIX and Mardi Gras)	\$54.00
GOHSEP - emergency response, debris removal for various natural disasters	\$21.00
Corrections - overtime, operating expenses and supplies; offender tracking technology	\$53.00
Public Safety - shortfall in motor vehicle collections, winter weather event; technology expenses	\$111.00
Office of Juvenile Justice - overtime, medical and non-secure care provider contracts	\$20.50
LDH - projected savings based on the February Medicaid forecast report	(\$56.40)
Minimum Foundation Program - savings based on February student count	(\$26.00)
Items Requiring Action Total	\$177.10

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 HSDRRS is \$239 million. However, additional crediting is under review by the Corp, which will further reduce the remaining amount owed.

STATE OF LOUISIANA
Five Year Baseline Projection - Summary
Continuation

	Official Current Fiscal Year 2024-2025	Ensuing Fiscal Year 2025-2026	Projected Fiscal Year 2026-2027	Projected Fiscal Year 2027-2028	Projected Fiscal Year 2028-2029
REVENUES:					
Taxes, Licenses & Fees	\$16,217,300,000	\$15,841,500,000	\$15,682,100,000	\$15,997,100,000	\$16,399,100,000
Less Dedications	(\$3,978,200,000)	(\$3,551,200,000)	(\$3,279,700,000)	(\$3,725,500,000)	(\$3,825,000,000)
TOTAL REC REVENUES	\$12,239,100,000	\$12,290,300,000	\$12,402,400,000	\$12,271,500,000	\$12,574,100,000
ANNUAL REC GROWTH RATE		0.42%	0.91%	-1.06%	2.47%
Other Revenues:					
Carry Forward Balances	\$426,327,167	\$0	\$0	\$0	\$0
Total Other Revenue	\$426,327,167	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$12,665,427,167	\$12,290,300,000	\$12,402,400,000	\$12,271,500,000	\$12,574,100,000
EXPENDITURES:					
General Appropriation Bill (Act 4 of 2024 RS)	\$11,244,558,534	\$11,511,960,651	\$11,553,331,694	\$11,848,740,108	\$12,111,128,571
Ancillary Appropriation Bill (Act 685 of 2024 RS)	\$0	\$13,593,265	\$19,398,916	\$25,407,765	\$31,626,924
Non-Appropriated Requirements	\$542,872,886	\$539,472,528	\$531,474,495	\$526,977,561	\$527,969,736
Judicial Appropriation Bill (Act 775 of 2024 RS)	\$187,315,555	\$187,315,555	\$187,315,555	\$187,315,555	\$187,315,555
Legislative Appropriation Bill (Act 733 of 2024 RS)	\$93,021,312	\$93,021,312	\$93,021,312	\$93,021,312	\$93,021,312
Special Acts	\$0	\$0	\$5,700,000	\$5,700,000	\$5,700,000
Capital Outlay Bill (Act 5 of 2024 RS)	\$0	\$0	\$0	\$0	\$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	\$12,067,768,287	\$12,345,363,311	\$12,390,241,972	\$12,687,162,301	\$12,956,762,098
ANNUAL ADJUSTED GROWTH RATE		2.30%	0.36%	2.40%	2.12%
Other Expenditures:					
Carryforward BA-7s Expenditures	\$426,327,167	\$0	\$0	\$0	\$0
Funds Bill (Act 723 of 2024 RS)	\$12,125,000	\$0	\$0	\$0	\$0
Total Other Expenditures	\$438,452,167	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$12,506,220,454	\$12,345,363,311	\$12,390,241,972	\$12,687,162,301	\$12,956,762,098
PROJECTED BALANCE	\$159,206,713	(\$55,063,311)	\$12,158,028	(\$415,662,301)	(\$382,662,098)
Oil Prices included in the REC forecast	\$70.69	\$65.09	\$63.94	\$64.26	\$65.94

Note: This report does not reflect the appropriations and requirements included in HB460 of the 2025 Regular Session (Supplemental Bill) and HB461 of the 2025 Regular Session (Fund Transfer Bill).

HB 460 impact to the State General Fund is estimated to be \$95,577,417 and HB461 impact is \$35,323,522. The remaining estimated State General Fund balance is \$71,226.

DIVISION OF ADMINISTRATION
Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET

Briefing Book

FOR

May 2025

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3. Approval of Change Orders over \$100,000
Health Science Complex Renovation
Sugar Hall and Caldwell Hall
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4. Approval of Change Orders over \$100,000
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 - A) Building Abatement and Demolition
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Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

May 1, 2025

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

RE: Approval of Projects for Funding through the College and University Deferred Maintenance and Capital Improvement Program

Dear Chairman Womack:

In accordance with R.S. 17:3369.1(A)(4)(a)(ii), a list of projects approved by the Commissioner of Administration shall be submitted to the Joint Legislative Committee on the Budget for approval. The attached list includes additional projects requested from the university systems.

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

Sincerely,

Taylor F. Barras
Commissioner of Administration

CC: Matthew Baker, FPC
Bobby Boudreaux, FPC
Janelle Kirvin, FPC
Margaret Hill, FPC
Ternisa Hutchinson, OPB
Samuel Roubique, OPB
Paul Fernandez, OPB
Brittany Lea, House Fiscal Division
Mark Mahaffey, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Debra Vivien, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division

College and University Deferred Maintenance and Capital Improvement Program (Act No. 751 - HB 940 of the 2024 Regular Session)
JLCB Project Approval Request - August 09, 2024

System	Item No.	Project No. (If Applicable)	Campus	Project	Building/Site	Project Scope (2-3 Sentences)
ULS	275		GSU	Reroofing of Building (Carver Hall Main Building)	Carver Hall (Main)	Roof (modified bitumen) is old, bubbling, and cracking. Roof has minor structural damages. Damages will be repaired and roof will get new 60 mil TPO surface.
ULS	276		GSU	BACNet Card and HVAC Control Replacements	Campus Wide	Multiple boilers have been upgraded across campus; however, the new boiler cannot communicate with the automated HVAC controls system. Installing additional components (BACnet card) will allow new boilers to communicate with existing controls system.
ULS	277		GSU	Reroofing of Building (Robinson Museum)	Robinson Museum	Roof (sloped, shingled) is old, bubbling, and cracking. Roof has minor structural damages. Damages will be repaired and roof will get new 60 mil TPO surface.
ULS	278		GSU	Reroofing of Building (School of Nursing)	School of Nursing	Roof (modified bitumen) is old, bubbling, and cracking. Roof has minor structural damages. Damages will be repaired and roof will get new 60 mil TPO surface.
ULS	279		GSU	Pump House Overhaul (Robinson Stadium)	Robinson Stadium	The pump for the drainage system at Robinson Stadium are very old and require major repairs. The pumps are essential to the stadium, since the stadium sits within a depression and can collect water. A generator is also essential to maintain functionality during power outages.
ULS	280		GSU	Pedestrian/Crosswalk Signal and Lighting	RWE Jones Dr. (LA Hwy 149)	Crosswalk signals for RWE Jones have been damaged for a few years. Since RWE Jones Dr. is a portion of a State highway (LA Hwy 149), pedestrian signal lights are essential to pedestrian safety.
ULS	281		GSU	Reroofing of Building (Washington-Johnson Complex)	Washington-Johnson Complex	Roof (modified bitumen) is old, bubbling, and cracking. Roof has minor structural damages. Damages will be repaired and roof will get new 60 mil TPO surface.
ULS	282		Louisiana Tech	Paving Repair	Main Campus	Repair and overlay and paint markings on roads, drives and parking on the main campus.
ULS	283		Louisiana Tech	Roof Replacement, Structural Repair	Grounds Shop	Replace failing roof and make necessary repairs to building structure from water intrusion.
ULS	284		Louisiana Tech	Elevator Repair	Thomas Assembly Center	Overhaul and repair building elevator with all necessary electrical, fire alarm and other necessary code improvements.
ULS	285		Louisiana Tech	Fire Alarm Replacements	Howard	Address Fire Alarm Deficiencies.
ULS	286		Louisiana Tech	Fire Alarm Replacements	Carson-Taylor Hall	Address Fire Alarm Deficiencies.
ULS	287		Louisiana Tech	Exterior Waterproofing	Wyly Tower	Clean, repair and coat external walls with water sealant and apply window glazing.
ULS	288		Louisiana Tech	Replace Chillers	Wyly Tower	Replace two steam absorption chillers with electric chillers with necessary transformer, switchgear, pumps and drives.
ULS	289		McNeese	Cowboy Football Stadium	Cowboy Football Stadium	Make much needed structural repairs and life safety changes.
ULS	290		McNeese	Holbrook Student Union Demo	Holbrook Student Union	Demolish the old Holbrook Student Union upon completion of New Student Union in October of 2025.
ULS	291		Nicholls	Auditorium Renovation	Jouhaux Hall	Replacement of seating, lighting, flooring & ceiling tile. Painting & technology replacements required. ADA code repairs/replacements.

ULS	292	Nicholls	Roof Replacement	Bayou Region Incubator	Replacement of aged flat roof. Built in 1961, there are several active roof leaks following inclement weather.
ULS	293	Nicholls	Exterior Repairs/Emergency Stairwell Addition	Alumni House	Repair second floor porch & create stairwell on the exterior of the building to create emergency exit for second level. Porch deemed unsafe by EH&S.
ULS	294	Nicholls	Elevator Replacement	Powell Hall	Constructed in 1971, replace elevator original to the building. Equipment failure occurs on a regular basis. Parts are obsolete.
ULS	295	Nicholls	Fire Alarm Repair/Replacements	Ellender Library	Repair/Replace the existing fire alarm system. The panel was replaced. However, other than the elevators, the building has not been brought to fire alarm & voice code.
ULS	296	Nicholls	Colonel Drive to Bowie Road	Drainage Improvements	Improve drainage in this location. Area prone to heavy flooding, including Maintenance Buildings.
ULS	297	Nicholls	Caulking Under Stadium	Guidry Stadium	Caulk underneath stadium to prevent leaks on new roofs restrooms & meeting room.
ULS	298	Nicholls	Replacement of Transformer	Elkins Hall	Replacement of aged transformer. Building is maxed out of electrical distribution. Parts are obsolete.
ULS	299	Nicholls	Chiller & Air Handler Replacement	Bayou Region Incubator	Replacement of aged chiller & air handlers (5). Parts are obsolete and failure is imminent.
ULS	300	Nicholls	Leighton Drive	Drainage Improvements	Improve drainage in heavily flooded location between the Ellender Library & Bollinger Student Union. Vehicles parked here during inclement weather are susceptible to flooding.
ULS	301	Nicholls	Flooring Replacement/Abatement	Peltier Hall	The flooring in Peltier Hall is damaged and aged. Project will replace flooring in departmental office suites and the heavily used auditorium lobby. Asbestos is present in the offices spaces located on the 2nd floor and will require abatement.
ULS	302	NSU	HVAC repairs/replacement	Fournet Hall	Repair and or replace controls and HVAC system in Fournet Hall.
ULS	303	NSU	Roof repairs	Friedman Student Union	Repairs/replacement of the roof of Friedman Student Union in several different locations.
ULS	304	NSU	Replace Chiller	TEC/Middle Lab	Replace the chiller that services the Teacher Education Center as well as the NSU Middle Laboratory School.
ULS	305	NSU	Replace Chiller	Warren Easton/Roy Hall and WRAC	Replace the chiller that services Warren Easton, Roy Hall and the Wellness, Recreation, and Activity Center.
ULS	306	NSU	Replace Track Surface and Repairs/Replacements	Leon Johnson Athletic Track	Replace track surface and repair related areas adjacent to the track.
ULS	307	NSU	Replace steam generator with 2 hot water boilers in power plant	Tressler Power Plant	Replace the steam generator with 2 hot water boilers in power plant.
ULS	308	Southeastern	Pursley Hall Boiler	R. T. Pursley Hall	Replace original boiler
ULS	309	Southeastern	University Center Restrooms and Concessions	University Center	Renovate original restrooms and concessions
ULS	310	Southeastern	West Strawberry Stadium Waterproofing	West Strawberry Stadium	Apply waterproofing
ULS	311	Southeastern	Pottle Hall Repairs	Ralph R. Pottle Music Bldg.	Interior and exterior repairs
ULS	312	Southeastern	Thelma Ryan Hoods and Balancing Retrofit	Thelma Ryan Biological Sciences Bldg.	Repair/Replace hoods and balancing retrofit in Biology building

ULS	313	Southeastern	PPM4 Warehouse Infrastructure	Purchasing & Property Control M4 (Warehouse)	Repair and shore up structural washout at warehouse
ULS	314	UL Lafayette	ADA Improvements (continuing with Additional funds Phase 2)	Campus Wide Multiple locations	This is to continue to fund current projects and additional locations for Multiple Buildings ADA Ramps/Sidewall repairs and replacements. Addresses University List of Doors, restrooms, signage etc.
ULS	315	UL Lafayette	Roof Replacement	OK Allen Roof	Replace Modified Bitumen and shingle roofs (flashing etc.)
ULS	316	UL Lafayette	Brook Annex 2 (ROTC) Roof	Brook Annex 2 (ROTC)	Replace Modified Bitumen roof (currently leaking)
ULS	317	UL Lafayette	Windows and waterproofing	Judice Hall	Very old wood windows removed and replaced with aluminum include demo, insulation, recaulking interior water damage repair, wainscoting, frames, drywall and rusted lintels.
ULS	318	UL Lafayette	Windows and waterproofing	Stephens Hall	Very old wood windows removed and replaced with aluminum include demo, insulation, recaulking interior water damage repair, wainscoting, frames, drywall and rusted lintels.
ULS	319	UL Lafayette	Fume & Exhaust and BSC Hood (Phase 1)	Campus Wide Multiple locations	Replace and repair aging chemical hoods, exhaust hoods and biosafety cabinets to improve indoor air quality and reduce R&M costs for aging exhaust equipment IN HOUSE DESIGN WORK
ULS	320	UL Lafayette	Elevator Controls and Repair/Replacements	HSC 611 Garage (formerly known as Fitzsimons Lourdes garage)	Replace elevator in HSC 611 Garage. Likely using existing elevator shaft and structure
ULS	321	UL Lafayette	Elevator Controls and Repair/Replacements	Parker Hall	Replace elevator controls in Parker Hall
ULS	322	UL Lafayette	Full Renovation - Facility Management Relocation (1st floor group)	611 B Maintenance Building Renovation and 611C Compactor building	Create and relocate from main campus Work Shop and offices for Facility Management office to convert First floor of On Campus Parker Hall to Academic Space to Architecture/Arts. HVAC Chilled Water Replacement with VRF, address structural, ACM, Finishes, Lighting, etc.
ULS	323	UL Lafayette	Full Renovation - Facility Management Relocation (2nd floor group)	Brook Annex 2 (ROTC)	Create off main campus Facility Management office to convert On Campus second floor of Parker Hall to Academic Space to Architecture/Arts. HVAC Chilled Water Replacement with VRF, address structural, ACM, Finishes, Lighting, etc.
ULS	324	ULM	Library Elevator Repairs/Replacements	University Library	Equipment replacements.
ULS	325	ULM	Electrical Distribution Equipment Replacement	Campus Wide	Replace various electrical distribution equipment to consist of transformers, switchgears, etc.
ULS	326	ULM	Roof Replacement	Band Building	Replace an old SBS roof with new TPO roofing system.
ULS	327	ULM	Roof Replacement	Biedenbarn Hall	Replace an old SBS roof with new TPO roofing system.
ULS	328	ULM	Stadium Lights Replacement	Baseball & Softball Fields	Replace old stadium lights with new LED lighting system.
ULS	329	ULM	HVAC repairs/replacement	Coenen Hall	Replace 14 natural gas rooftop package units.
ULS	330	ULM	HVAC Repairs/Replacements	University Library	Replace cooling towers, chillers, pumps and associated components.
ULS	331	ULM	Demo Delano House and Talent Search House	Various Building Demolitions	Demolish two old houses on campus. We have previously been given approval by the ULS board to demolish these structures.
ULS	332	UNO	Replace Curtain Wall Systems at Entrances	Bicentennial Education Bldg.	Replace existing glass with impact resistant glass front & rear curtainwall entrances.
ULS	333	UNO	Exterior Balcony Rails Renovation between exterior stairs	University Center	Replace exterior plaster panels & concrete to prevent water intrusion, replace steel if needed, and re-waterproof at remaining areas (stair areas completed).

ULS	334	UNO	Replace Transformer	Central Plant	Replace original transformer with PCBs.
ULS	335	UNO	Pressure Washing, Exterior Caulking & Re-Glazing of Openings - Misc. Buildings	Various	Pressure wash exterior facades, exterior caulking and re-glazing of window openings at misc. buildings.
ULS	336	UNO	Replace sewer Lines	University Center	Replacement of existing sewer lines.
ULS	337	UNO	Replacement of Existing Elevator	Liberal Arts	Replace existing elevator that is not ADA accessible.
ULS	338	UNO	Explosion Proof Panels Replacement	Hazardous Storage	Replace existing explosion proof panels on north wall.
ULS	339	UNO	ADA projects for accessibility	Various	Provide projects on various buildings for ADA accessibility including ramps, handrails, restrooms, doors/door hardware, signage, etc.
ULS	340	UNO	Replace Air Handling Units	Various	Replace existing "end of life" air handling units in various buildings throughout campus.
ULS	341	UNO	Replace Existing Chiller	Cove	Replace existing chiller that is currently inoperable.
ULS	342	19-603-23-03, F. 19002500	Miscellaneous Roof Replacements	Biology, Fine Arts, Oliver St Pe Center (TRAC), and Hotel Restaurant & Tourism Bldgs.	Replace roofing systems on all buildings. Design funded through HB2, no construction funds
SUS	343	SU - Baton Rouge Campus	Roof replacement, exterior envelope repair	Higgins Hall	Replacement of damaged roof, repair to prevent water intrusion, window replacement, repair of leaking ceiling and damaged grid
SUS	344	SU - Baton Rouge Campus	HVAC Repair/Replacement	John B. Cade Library	Repair damaged HVAC
SUS	345	SU - Baton Rouge Campus	Interior water damage repair	Smith-Brown Memorial Union	Repair damaged ceiling grid and flooring
SUS	346	SU - Baton Rouge Campus	Roof replacement, exterior envelope repair	Campus-Wide	Replacement of damaged roof, repair to prevent water intrusion, window replacement, repair of leaking ceiling and damaged grid
SUS	347	SU - Baton Rouge Campus	Roof replacement, exterior envelope repair	J. K. Haynes	Replacement of damaged roof, repair to prevent water intrusion, window replacement, repair of leaking ceiling and damaged grid
SUS	348	SU - Baton Rouge Campus	Boiler replacement	Campus-Wide	Replacement of broken/damaged boilers across the Baton Rouge campus
SUS	349	SU - Baton Rouge Campus	Complete building renovation	Seymour Gymnasium	Renovation of Seymour Gymnasium to lessen future needs of deferred maintenance
SUS	350	SU - Baton Rouge Campus	Roof repair, exterior envelope repair	Mumford Stadium	Repair of damaged exterior envelope of Mumford Stadium and Fieldhouse
SUS	351	SU - Baton Rouge Campus	Stormwater line replacement	Campus-Wide	Replacement of collapsed and damaged stormwater lines throughout campus
SUS	352	SU - Baton Rouge Campus	ADA Elevator replacement	Campus-Wide	Replacement of existing and damaged elevators to adhere to ADA code requirements
SUS	353	SU - Baton Rouge Campus	HVAC Equipment and Controls Repair/Replacement	Campus-Wide	Repair and replacement of damaged/inoperable equipment and controls throughout campus
SUS	354	SU - Baton Rouge Campus	Window Replacement and Exterior Envelope Repair	J. B. Moore Hall	Replacement of damaged windows, repair to prevent water intrusion, repair of leaking ceiling and damaged grid
SUS	355	SU - Baton Rouge Campus	Window Replacement and Exterior Envelope Repair	T. T. Allain Hall	Replacement of damaged windows, repair to prevent water intrusion, repair of leaking ceiling and damaged grid

SUS	356	SU - Baton Rouge Campus	Roof replacement, exterior envelope repair	Augustus Blanks Hall	Replacement of damaged roof, repair to prevent water intrusion, window replacement, repair of leaking ceiling and damaged grid
SUS	357	SU - Ag Center	Complete renovation	Swine Facility	Renovation of Swine buildings to lessen future needs of deferred maintenance
SUS	358	SU - Law Center	HVAC Equipment and Controls Repair/Replacement	Campus-Wide	Repair and replacement of damaged/inoperable equipment and controls throughout campus
SUS	359	SU - New Orleans Campus	HVAC Equipment and Controls Repair/Replacement	Campus-Wide	Repair and replacement of damaged/inoperable equipment and controls throughout campus
SUS	360	SU - New Orleans Campus	Chiller replacement	Multi-Building	Replace damaged chillers, pumps, and VFDs in Social Work building and Information Technology center
SUS	361	SU - New Orleans Campus	HVAC Repair/Replacement	Knight Cafeteria	Repair and replacement of damaged equipment and controls
SUS	362	SU - New Orleans Campus	HVAC Repair/Replacement	Multi-Building	Replace damaged air handlers and VFDs in Health and PE building and University Center
SUS	363	SU - Shreveport Campus	HVAC Equipment and Controls replacement	Metro Building	Repair and replacement of damaged/inoperable equipment and controls
SUS	364	SU - Shreveport Campus	Complete building renovation	Louis Collier Hall	Renovation of Louis Collier Hall to lessen future needs of deferred maintenance
SUS	365	SU - Shreveport Campus	ADA Elevator replacement	Campus-Wide	Replacement of existing and damaged elevators to adhere to ADA code requirements
SUS	366	SU - Shreveport Campus	ADA Restroom Repairs	Campus-Wide	Necessary repairs to ensure ADA compliance, replacement of non-compliant doors and openings
SUS	367	SU - Shreveport Campus	HVAC Equipment and Controls replacement	Main Campus	Repair and replacement of damaged/inoperable equipment and controls
SUS	368	SU - Shreveport Campus	Road Repair/Replacement	Main Campus	Repair and replacement of damaged roads across campus
SUS	369	SU - Shreveport Campus	Exterior envelope repair	Metro Building	Repair damage caused by water intrusion
SUS	370	SU - Shreveport Campus	Interior water damage repair	Metro Building	Repair damage and damaged equipment caused by water intrusion in first floor mechanical electrical room
LCTCS	371	BRCC	Building Demolition	New Roads	This project consists complete demolition of four buildings at the New Roads site. This includes removal of slabs and removal of piers 6 feet below grade
LCTCS	372	BRCC	HVAC Controls Replacement	Multi-Campus	Replace HVAC Controls across all BRCC campuses
LCTCS	373	BRCC	Chiller/Chilled Water Valve Replacement	Mid-City	Replace Chiller # 2 and chilled water valves
LCTCS	374	BRCC	Restroom and Plumbing Repair/Replacements	Mid-City	Repair and replace plumbing and renovate restrooms on Mid-City campus
LCTCS	375	BPCC	Parking Lot Repair	Bossier City	Repair parking lots on Bossier City campus
LCTCS	376	BPCC	Lighting and Electrical Repairs/Replacements	Natchitoches	Campus-Wide lighting and electrical repairs and replacements
LCTCS	377	BPCC	Lighting and Electrical Repairs/Replacements	Many	Campus-Wide lighting and electrical repairs and replacements
LCTCS	378	CLTCC	Restroom and ADA Repairs	Ferri day	Repair and renovate restrooms for ADA compliance

LCTCS	379	CLTCC	Welding Shop Repairs/Replacements	Ferriday	Repair and replacements within welding shop (electrical, welding booths, ventilation)
LCTCS	380	CLTCC	Parking Lot Repair	Alexandria	Repair parking lots on Alexandria campus
LCTCS	381	Delgado	Lighting and Electrical Repairs/Replacements	Westbank	Campus-Wide lighting and electrical repairs and replacements
LCTCS	382	Delgado	Plumbing and Mechanical Repairs	City Park	Plumbing and Mechanical Repairs on City Park campus
LCTCS	383	Delgado	Infrastructure Repairs/Replacements	City Park/Westbank	Drainage, Irrigation, and Sidewalk repairs for City Park and Westbank campuses
LCTCS	384	Fletcher	HVAC/Training Lab Repairs/Renovation	Schriever	HVAC repairs/replacement; training lab repairs/renovation, flooring replacement
LCTCS	385	Fletcher TCC	Campus Repairs and Replacements	Houma	HVAC Repairs/Replacements, Training Pool Pack Replacement, Flooring/Wall Replacement, Lighting Repair/Replacement
LCTCS	386	Fletcher TCC	Campus HVAC, Electrical, Infrastructure, and Lab Repairs/Replacement	Thibodaux	HVAC and Electrical Repairs/Replacement, Parking/Property Drainage Assessment/Resolution, Technical Program Lab Repairs
LCTCS	387	LDCC	Campus Renovation/Repairs	West Monroe	HVAC Replacement (Trade/Main Bldgs.), roof replacement (Trade Bldg.), door knob replacement, cafeteria renovation
LCTCS	388	LDCC	ADA/Restroom Renovations	West Monroe	ADA/Restroom renovations for remaining restrooms
LCTCS	389	LDCC	Main Building Renovation	Lake Providence	Main building renovation, repairs, replacements
LCTCS	390	NTCC	Restroom, ADA Repairs/Renovation	Sullivan	Repair and renovate restrooms for ADA compliance; replace flooring
LCTCS	391	NTCC	Lighting and Electrical Repairs/Replacements	Sullivan	Campus-Wide lighting and electrical repairs and replacements
LCTCS	392	NTCC	Infrastructure Repairs/Replacements	Sullivan/Lacombe	Parking, grounds, and drainage repairs for Sullivan and Lacombe campuses
LCTCS	393	NWLTC	Infrastructure Repairs/Replacements	Mansfield	Drainage and parking lot repairs on Mansfield campus
LCTCS	394	NWLTC	Restroom, ADA Repairs/Renovation	Shreveport	Repair and renovate restrooms for ADA compliance; replace flooring
LCTCS	395	NWLTC	Electrical, Lighting, Ceiling Repair	Manfield	Repair and replace electrical systems, lighting, and ceilings
LCTCS	396	Nunez	Infrastructure Repairs/Replacements	Chalmette	Drainage, parking lot, and fencing repair/replacement,
LCTCS	397	Nunez	HVAC Replacement	Chalmette	Replace HVAC and controls
LCTCS	398	Nunez	ADA/Life Safety Repair/Renovation	Chalmette	Campus-Wide ADA and Life Safety repairs, replacements
LCTCS	399	RPCC	Infrastructure Repairs/Replacements	Reserve	Drainage, grounds and parking lot repair/replacement,
LCTCS	400	RPCC	Bldg. Renovations	Reserve	Renovations to Bldgs. A, B, C, and D
LCTCS	401	RPCC	Methanol Lab Renovation	Reserve	Renovation/repairs to Methanol lab and equipment replacement
LCTCS	402	SLCC	Building A Elevator	Opelousas	Building A Elevator Replacement
LCTCS	403	SLCC	Parking Lot Resurfacing	Crowley	Resurface parking lot on Crowley campus
LCTCS	404	SLCC	Roof Replacement	Lafayette	Roof replacement on Lafayette campus

LCTCS	405	SOWELA	Building Renovations	Lamar Salter	General renovations to campus buildings
LCTCS	406	SOWELA	Infrastructure Repairs/Replacements	Lake Charles	Drainage, grounds and parking lot repair/replacement,
LCTCS	407	SOWELA	ADA/Restroom Renovations	Lake Charles	ADA code compliance and restroom renovations on main campus
LSU	408	LSU A&M	Power House - Refurbishment Phase I	Power House	This scope of work includes a series of lifecycle infrastructure and utility replacements, focusing on electrical systems and mechanical equipment.
LSU	409	LSU A&M	Coates Hall Pump Replacement	Coates Hall	Replace failing chilled water pump.
LSU	410	LSU A&M	ECE Building Refurbishment	Energy, Coast & Environment Building	Repair failing facade and any related interior improvements.
LSU	411	LSU A&M	Campus Wide - Road Improvements	Campus Wide	Repair roadways among the campus, focusing on critical locations that must be addressed to avoid base failure within a year or less.
LSU	412	LSU A&M	Thomas Boyd Hall HVAC Replacement	Thomas Boyd Hall	Replace HVAC in "A" Building, replace deteriorated ductwork and associated ceilings to access equipment and ductwork.
LSU	413	LSU A&M	UAB HVAC Replacement	University Admin Building	Replace the existing chiller, installing new HVAC units, and upgrading to new variable air volume (VAV) systems. The project also includes implementing a full Direct Digital Control (DDC) system to enhance energy efficiency and improve building climate control.
LSU	414	LSU A&M	Tiger Band Hall Cooling Tower Refurbishment	Tiger Band Hall	Replacing leaking electrical transformer to restore safe and reliable service. Additionally, the adjacent cooling tower will be repositioned to prevent water discharge onto the transformer, mitigating future risk and extending equipment lifespan.
LSU	415	LSU A&M	ELAB HVAC Repairs	Engineering Laboratory Annex Building	Replace the existing steam hydronic system to restore proper heating functionality. The project will improve system efficiency, reliability, and occupant comfort while reducing long-term operational costs.
LSU	416	LSU A&M	Champion Substation Building Refurbishment	Champion Substation	Replace corroded sheet metal veneer to restore the building envelope and prevent further deterioration. Worn gear components will be replaced to ensure proper mechanical function.
LSU	417	LSU A&M	Sturgis Hall Replace Electrical Gear	Sturgis Hall	Replace outdated outdoor electrical gear and improve the campus electrical distribution system from 4160V to 13.8KV. The replacement will enhance system capacity, reliability, and long-term compatibility with current electrical infrastructure standards.
LSU	418	LSU A&M	Pleasant Hall Repairs	Pleasant Hall	Replace aging windows, building envelope, HVAC systems, and roofing to improve energy efficiency, indoor comfort, and building integrity. These repairs will enhance overall building performance and reduce ongoing maintenance needs.
LSU	419	LSU A&M	Choppin Hall Hydronic System Repairs	Choppin Hall	Address the hydronic hot water systems in Choppin and Williams Halls to improve heating reliability and system performance. Repairs will enhance energy efficiency and ensure consistent hot water delivery throughout both buildings.
LSU	420	LSU A&M	Foster Hall - HVAC Repairs	Foster Hall	HVAC repairs in Foster Hall to restore proper climate control and improve indoor air quality. The repairs will address system deficiencies to enhance occupant comfort and operational efficiency.

LSU	421	LSU A&M	SVM Small Animal Isolation Unit Refurbishment	School of Veterinary Medicine	The current Small Animal Isolation Unit at LSU Vet Med is critically inadequate due to poor configuration, limited oxygen supply, and an underperforming ventilation system due to its poor condition. A full renovation is urgently needed to address ventilation, patient safety, infection control, and regulatory compliance.
LSU	422	LSU A&M	SVM Large Animal Hospital Refurbishment	School of Veterinary Medicine	The flooring in the LSU Vet Med Large Animal Hospital has deteriorated significantly, creating hazardous conditions for animals and staff due to slipping and instability. To address safety and durability concerns, the facility plans to replace the current epoxy surface with a rubber pellet composite flooring system.
LSU	423	LSU A&M	Military Science Building Demolition	Military Science Building	This project proposes full demolition of the Military Science Building. Removing the structure will address long-standing deferred maintenance issues and clear the way for future development aligned with campus planning goals.
LSU	424	LSU A&M	Campus Wide - Fire Alarm Replacement Phase I	Campus Wide	This project initiates Phase I of a campus-wide fire alarm system replacement to address aging and non-compliant infrastructure. Upgrading the systems will enhance life safety, ensure code compliance, and improve emergency response capabilities across multiple university buildings.
LSU	425	LSU A&M	Campus Wide - Restroom Refurbishment Phase I	Campus Wide	This project marks the first phase of a campus-wide restroom refurbishment initiative to address outdated fixtures, finishes, and accessibility deficiencies.
LSU	426	LSU A&M	Campus Wide - Mechanical Repairs	Campus Wide	This project addresses critical mechanical repairs across campus to improve the reliability and efficiency of HVAC, plumbing, and other building systems. Targeted repairs will reduce maintenance costs, enhance occupant comfort, and extend the lifespan of mechanical infrastructure.
LSU	427	LSU A&M	Campus Wide - ADA Refurbishment Phase I	Campus Wide	This project initiates Phase I of campus-wide ADA refurbishments to address accessibility barriers. Improvements will focus on compliance with the Americans with Disabilities Act, enhancing access to restrooms, entries, paths of travel, and other critical spaces for all users.
LSU	428	LSU A&M	Campus Wide - Steam Repairs Phase I	Campus Wide	Phase I of campus-wide steam system repairs to address aging infrastructure and reduce the risk of system failures. The scope includes replacing failing steam lines, valves, and insulation to restore efficiency, improve reliability, and ensure safe operation.
LSU	429	LSU A&M	Campus Wide - Envelope Repairs	Campus Wide	This project focuses on campus-wide building envelope repairs to address issues such as water intrusion, deteriorating façades, and compromised roofing systems.
LSU	430	LSU A&M	Planning, Design and Construction Building Refurbishment	Planning, Design and Construction Building	Refurbishment will include repairing aging mechanical systems, interior and accessibility improvements to better align the facility with its operational needs.
LSU	431	LSU A&M	Campus Wide - Electrical Repairs	Campus Wide	Replace aging panels, wiring, and distribution components to ensure reliable service and code compliance across campus.
LSU	432	LSU A&M	Campus Wide - Vertical Transportation System Repairs	Campus Wide	Repairs to vertical transportation systems across campus, including elevators and lifts, to ensure safe, reliable, and ADA-compliant access. Work will target outdated equipment, improve operational efficiency, and reduce maintenance disruptions in multiple university buildings.
LSU	433	LSUA	HVAC Air Handler Replacement	University Center (Union)	Replace two aging HVAC air handlers.
LSU	434	LSUA	HVAC Air Handler Replacement - Abrams Hall	Abrams Hall	Replace one aging HVAC air handler in the Administration area of Abrams Hall to restore reliable climate control and improve energy efficiency.

LSU	435	LSUA	Reroofing- Coughlin Hall	Coughlin Hall	Reroofing of Coughlin Hall to address leaks, prevent water intrusion, and protect the building's structural integrity.
LSU	436	LSUA	HVAC Air Handler Replacements - Oakland Hall	Oakland Hall	Replace four HVAC air handlers in Oakland Hall to improve system efficiency and ensure consistent climate control throughout the building.
LSU	437	LSUA	Campus Wide Sewer Line repairs and Lift Station Replacement	Campus Wide	Campus-wide sewer line repairs and the replacement of failing lift stations to ensure reliable wastewater management and prevent system backups or environmental hazards.
LSU	438	LSUA	Reroofing- Oakland Hall	Oakland Hall	Reroofing of Oakland Hall to address leaks, prevent water intrusion, and protect the building's structural integrity.
LSU	439	LSUA	HVAC Air Handler Replacement	Coughlin Hall	Replace four air handlers to restore HVAC functionality and improve energy efficiency in the Facility Services building.
LSU	440	LSUA	Water System Repairs	Facility Services Water Yard	Replace water tower control systems, replace two booster pumps, and one well to ensure reliable campus water distribution.
LSU	441	LSUA	Campus Sidewalk Repairs	Campus Wide	Repair deteriorating sidewalks to address tripping hazards and enhance safety.
LSU	442	LSUA	Cooling Tower Replacement	Utility Plant	Replace the existing cooling tower to ensure adequate cooling capacity and prevent system failure.
LSU	443	LSUA	Asbestos Abatement - Flooring Replacement	Oakland Hall	Remove asbestos-containing flooring materials and the installation of new flooring.
LSU	444	LSUE	Energy Management System Repairs - Phase II	Campus Wide	Implement Phase II to the energy management system to improve efficiency and control across campus buildings.
LSU	445	LSUE	Electrical Loop Replacement	Campus Wide	Replace aging campus electrical loop infrastructure to ensure reliable power distribution and system resiliency.
LSU	446	LSUE	Replace AHUs	Dr. Anthony Mumphrey Center	Replace air handling units and associated controls on the south side to enhance indoor air quality and energy efficiency.
LSU	447	LSUE	ADA Accessible Elevator	Library	Provide a new ADA-compliant elevator in the library to improve accessibility for all users.
LSU	448	LSUE	Building Envelope Refurbishment	Campus Wide	Apply waterproofing measures to five key buildings to prevent moisture intrusion and preserve building integrity.
LSU	449	LSUE	Chilled Water and HVAC Repairs	Campus Wide	Repair and recommission the chilled water loop system and associated HVAC equipment for improved campus-wide performance.
LSU	450	LSUE	Exterior/Interior Painting and Replace flooring	Bengal Village Complex	Perform painting and flooring replacement throughout Bengal Village to improve aesthetics and safety.
LSU	451	LSUE	Success Center Refurbishment	Library	Refurbish interior finishes, lighting, and mechanical systems in the Library Success Center to address wear and improve functionality for academic service delivery.
LSU	452	LSUE	Interior Natatorium Repairs - HVAC System Refurbishment	Health and Physical Education	Refurbish the natatorium's interior HVAC system to enhance air circulation and maintain proper humidity control.
LSU	453	LSUE	Natatorium Pool and Equipment Replacement	Health and Physical Education	Replace outdated pool systems and associated equipment to ensure safe and functional operation of the natatorium.
LSU	454	LSUE	Conference Room Partitions	Dr. Anthony Mumphrey Center	Address deteriorated conference room partitions to restore spatial flexibility and maintain operational performance of meeting facilities.
LSU	455	LSU-S	High Voltage Switchgear Infrastructure	Campus Wide	High Voltage Electrical Switch Gear & Infrastructure Replacement II: phase design and replacement III design

LSU	456	LSU-S	Central Plant Chiller and Cooling Tower Replacements	Central Plant	Refurbish #3 500 ton Chiller Replacement, #5 Chiller rebuild 750 Ton, #2 Cooling Tower Replacement.
LSU	457	LSU-S	Replace single boiler with redundant (2) boiler system	HPE Building	Replace the existing single boiler with a redundant two-boiler system for reliable heating and operational resilience.
LSU	458	LSU-S	Roof Replacement	Technology Center	Replace the existing roof at the Technology Center to address leaks and extend the building's service life.
LSU	459	LSU-S	Elevator Refurbishment	Business & Education/ University Center	Refurbish the existing elevator to improve performance, safety, and ADA compliance.
LSU	460	LSU-S	Roof replacement & Exhaust Fans	Science Building	Replace the deteriorated roof and install new exhaust fans to improve ventilation and protect the building envelope.
LSU	461	LSU-S	Roof replacement	Administration Building	Replace the aging roof on the Administration Building to prevent water intrusion and improve thermal performance.
LSU	462	LSU-S	Roof replacement	Bronson Hall	Replace the aging roof on the Bronson Hall to prevent water intrusion and improve thermal performance.
LSU	463	LSU-S	Roof replacement	HPE Roof Replacement	Replace the aging roof on the HPE Building to prevent water intrusion and improve thermal performance.
LSU	464	AgCenter	Hammond RS HRS Office Refurbishment	Hammond RS HRS Office	Interior and exterior repairs needed.
LSU	465	AgCenter	Red River RS Machine Shed	Red River RS Machine Shed	Interior and exterior repairs needed.
LSU	466	AgCenter	Replace HVAC	Sugar RS South Central Regional Office	Replace HVAC system with various interior & exterior repairs.
LSU	467	AgCenter	Southeast RS Administration Building Refurbishment	Southeast RS Administration Building	Replace shingle roof; /Replace HVAC and various interior & exterior repairs.
LSU	468	AgCenter	Animal Containment Fencing	Hill Farm RS	
LSU	469	AgCenter	Lee Memorial Faculty Cabin Building Refurbishment	Lee Memorial Faculty Cabin	Insulate exterior walls. Replace MEP and interior repairs.
LSU	470	AgCenter	RBC Entomology Lab Building Refurbishment	RBC Entomology Lab	Replace HVAC and various interior & exterior repairs/replacement.
LSU	471	AgCenter	Hammond RS Irrigation System Repairs	Hammond RS Irrigation System	Waterwell & irrigation system repairs.
LSU	472	AgCenter	Office/Laboratory Roof Replacement	AGGRC	Replace the existing roof on the AGGRC office and laboratory building to prevent water intrusion and protect interior assets.
LSU	473	AgCenter	Boys Bathhouse Renovations/Repairs	Grant Walker 4-H Center	Renovate and repair the boys' bathhouse to address structural, plumbing, and code compliance deficiencies.
LSU	474	AgCenter	Girls Bathhouse Renovations/Repairs	Grant Walker 4-H Center	Renovate and repair the girls' bathhouse to address structural, plumbing, and code compliance deficiencies.
LSU	475	AgCenter	Greenhouse Renovations/Repairs	Macon Ridge RS	Renovate and repair greenhouse facilities to restore functionality for research and agricultural use.
LSU	476	AgCenter	Irrigation Reservoir and Distribution System Repairs	Sweet Potato Irrigation System	Repair to irrigation reservoir & distribution system.
LSU	477	AgCenter	Orangerie Renovations/Repairs	Burden Museum and Gardens	Address structural deficiencies, restore historical features, and improve overall functionality and preservation of the facility

LSU	478	AgCenter	Replace HVAC	Hammond RS Four (4) Greenhouses	Replace HVAC and various repairs.
LSU	479	AgCenter	Electrical Repairs	Audubon Sugar Institute	Repair/Replace Electrical Feed from Syngenta
LSU	480	AgCenter	Macon Ridge Pest Management Laboratory Refurbishment	Macon Ridge Pest Management Laboratory	Replace roof, HVAC & electric repairs, interior repairs.
LSU	481	AgCenter	Sweet Potato Seed Curing and Storage Refurbishment	Sweet Potato Seed Curing and Storage	Exterior repairs, MEP, interior repairs.
LSU	482	AgCenter	Road Repairs	Red River RS Asphalt Road	Main entrance, parking lot & lateral roads asphalt road overlay
LSU	483	AgCenter	Macon Ridge T.H. Scott Center Building Refurbishment	Macon Ridge T.H. Scott Center	Replace shingle roof & HVAC, various interior & exterior repairs
LSU	484	AgCenter	Sugar RS Assembly Hall Building Refurbishment	Sugar RS Assembly Hall	Replace HVAC system; Various interior & exterior repairs.
LSU	485	AgCenter	Red River RS Equipment Maintenance Shop Refurbishment	Red River RS Equipment Maintenance Shop	Various interior & exterior repairs
LSU	486	AgCenter	RBC Entomology Shop Refurbishment	RBC Entomology Shop	Replace HVAC and various interior & exterior repairs.
LSU	487	AgCenter	Irrigation Reservoir and Distribution System Repairs	Red River RS Irrigation System	Watervell & irrigation system repairs
LSU	488	AgCenter	Dean Lee Coral Repairs	Dean Lee Corral	Repairs to scale, fencing, and electrical, etc.
LSU	489	AgCenter	Delhi Exhibit Building Refurbishment	Delhi Exhibit Building	Replace exterior skin, repair HVAC and interior skins
LSU	490	HSCNO	HVAC Air Handlers Replacement	Allied Health & Nursing	Replace aging HVAC air handlers to restore climate control and improve energy efficiency.
LSU	491	HSCNO	Waterproofing - AHSON	Allied Health & Nursing	Install building envelope waterproofing to prevent moisture intrusion and preserve structural integrity.
LSU	492	HSCNO	Replace Entrance Doors ADA	Dental Campus	Replace deteriorated entrance doors to meet ADA accessibility standards and improve functionality.
LSU	493	HSCNO	Exterior ADA Improvements	Dental Campus	Perform ADA-compliant exterior modifications to improve campus accessibility.
LSU	494	HSCNO	HVAC Air Handlers Replacement	Seton	Replace outdated air handlers to ensure reliable building ventilation and thermal comfort.
LSU	495	HSCNO	HVAC Air Handlers Replacement	Resource Center	Replace HVAC air handlers to support improved indoor air quality and system performance.
LSU	496	HSCNO	Interior ADA Improvements Restrooms	Dental Campus	Renovate restrooms for ADA compliance and improved accessibility.
LSU	497	HSCNO	Restroom Renovation	Lions Eye Center	Renovate deteriorated restrooms to improve accessibility, finishes, and functionality.
LSU	498	HSCNO	Cafeteria Cooler and Freezer	MEB	Replace cafeteria refrigeration units to ensure safe food storage and service reliability.
LSU	499	HSCNO	Auditorium C	Dental School Admin	Refurbish Auditorium C to address deferred maintenance and improve usability for academic functions.
LSU	500	HSCNO	Waterproofing - MEB	MEB	Provide waterproofing systems to protect MEB from water intrusion and structural damage
LSU	501	HSCNO	Electrical Panel Replacement	Dental Campus	Replace outdated electrical panels to ensure code compliance and system safety

LSU	502	HSCNO	Square 440 Parking Lot Paving	Downtown Campus	Re-pave parking lot to address surface deterioration and improve safety
LSU	503	HSCNO	Window Replacement	Dental Campus	Replace deteriorated windows to improve building envelope performance and energy efficiency
LSU	504	HSCNO	Window Replacement	Allied Health & Nursing	Replace windows to resolve envelope failures and enhance occupant comfort
LSU	505	HSCNO	Replace Exhaust in the Gross Anatomy Lab	Dental School Clinic	Replace lab exhaust systems to meet ventilation standards and ensure safe laboratory conditions.
LSU	506	HSCNO	Variable Air Volume Laboratory Controls Replacement	CSRB	Replace lab VAV controls to improve airflow management and energy efficiency.
LSU	507	HSCNO	Window Replacement	CALS	Replace aging windows to address energy loss and exterior deterioration.
LSU	508	HSCNO	Air Handling Unit Pneumatic to Electronic Control Replacement	Allied Health & Nursing	HVAC control systems from pneumatic to electronic to improve accuracy and reduce maintenance.
LSU	509	HSCS	Cadaver Cooler	B Building Medical School	Replace existing equipment.
LSU	510	HSCS	Replace Chiller #4	D Building Medical School	Replace abandoned chiller.
LSU	511	HSCS	HVAC Repairs	Administration Building	Replace fan coils in the HVAC System
LSU	512	HSCS	HVAC Replacement	A Building Medical School	Replace 37 year old air handling unit 1A, 2A, GA, 3A, & 4A that serves the medical school.
LSU	513	HSCS	HVAC Replacement	B Building Medical School	Replace Variable Air Volume Units
LSU	514	HSCS	Fire Pump Replacement	A, B, C, Adm. Bldg.	Replace the existing fire pump to ensure reliable operation of the fire suppression system and maintain life safety compliance.
LSU	515	PBRC	Replace Generator	Building F	Replace 40 yr. old emergency generator (900 KW).
LSU	516	PBRC	HVAC replacement	Glassed-in walkway between Buildings C & F	Replace eight (8) ceiling mtd. fan coil units
LSU	517	PBRC	Exterior Repairs	Building E and Building F	Pressure wash, re-caulk & waterproof buildings exterior precast walls
LSU	518	PBRC	Exterior Repairs	Conference Center - Building G and G Annex	Pressure wash, re-caulk & waterproof buildings exterior precast walls
LSU	519	PBRC	Auditorium Lighting replacements	Conference Center - Building G	Main Auditorium- Replace lighting & dimming systems
LSU	520	PBRC	Environmental Room HVAC Retrofit	Lab Building C & Comparative Biology Bldg. E	Retrofit all environmental rooms with new condensing units, piping, coils and controls
LSU	521	PBRC	Restroom Refurbishment	Campus Wide (Buildings B, C, D, E & F)	Restroom refurbishment - New finishes, fixtures & lighting
LSU	522	PBRC	Walkway Paver Repairs	Campus Wide/Site	Site walkway paver repair (campus wide)
LSU	523	PBRC	Lighting Panel Replacement	Clinical Research - Building M	Replace lighting panels
LSU	524	PBRC	Exterior fencing painting	Campus Wide (Buildings G, H, and J)	Clean, prime and paint all metal railings, fencing & gates
LSU	525	PBRC	Ceiling Tile Replacement	Conference Center - Building G	Remove/replace ceiling tile
LSU	526	PBRC	Door Replacement	Comparative Biology - Building E	Replace old wood doors with new stainless steel doors
LSU	527	PBRC	Walking Path Overlay	Campus Wide (Lake)	Asphalt overlay of walking/jogging path around the PBRC Lake
LSU	528	PBRC	Interior Refurbishment	Fitness Center - Building J	Replace exterior doors and refurbish interior finishes
LSU	529	PBRC	Tennis Court Refurbishment	Fitness Center - Building J	Tennis court repair - New post tension slab and playing surface

Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

March 28, 2025

The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capital Station
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request
New Data Center
Louisiana State University Health Sciences Center
New Orleans, Louisiana**

Dear Chairman Womack:

Louisiana State University Health Sciences Center New Orleans (LSU HSCNO) received approval at the August 11, 2023 Joint Legislative Committee on the Budget under the provisions of Act 959 to plan, design and construct a new data center on the LSU HSCNO campus. The new data center will improve security and environmental controls for the server equipment within a smaller footprint than what is currently dedicated to this function. The project budget was approved at \$2,000,000.00 and was funded through self-generated revenues and cost allocation from ongoing grants.

Due primarily to an increase in costs related to the data systems equipment housed within the center, the project costs have increased by \$1,000,000.00 revising the total cost for the project to \$3,000,000.00.

LSU HSCNO is respectfully requesting approval of an additional \$1,000,000.00 to complete the planning and construction of the data center. All of the funds required will be covered by self-generated revenues provided by LSU HSCNO.

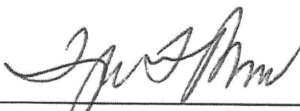
The request is for approval of this project up to the statutory limit as defined in R.S. 39:128(4)(a)(i) and is currently estimated at \$3,000,000.00. This request has been approved by the Board of Regents for Higher Education and the Louisiana State University Board of Supervisors.

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

Sincerely,


Roger E. Husser, Jr.
Director

Approved: _____



Taylor F. Barras
Commissioner of Administration

**Supplemental Funds Request
New Data Center
Louisiana State University Health Science Center
New Orleans, Louisiana**

History

- The project was approved under the provisions of Act 959 at the August 11, 2023 Joint Legislative Committee on the Budget meeting.
- The initial project cost was \$2,000,000.00 and funded through self-generated revenues and cost allocation from ongoing grants.

Reasons / Justification for JLCB Action

- Request is to obtain approval up to the statutory limit due to increased cost associated with the data center equipment. The funding required will be covered by self-generated funds supplied by LSU HSCNO.
- LSU HSCNO has made this request in an effort to increase the project budget to \$3,000,000.00 for approval of this project up to the statutory limit.
- Facility Planning and control approves this request.

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

May 16, 2025

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

**Re: Approval of Change Orders over \$100,000
Health Science Complex Renovation
Sugar Hall and Caldwell Hall
University of Louisiana at Monroe
Monroe, Louisiana
Project Nos: 19-629-15-01, F.19002311**

Dear Chairman Womack:

In accordance with R.S. 39:126, the prior approval of the Joint Legislative Committee on the Budget is required for one or more change orders that cause an excess in the aggregate of \$100,000 per month. Pursuant to this authority, Facility Planning & Control has issued change orders, which are itemized on the attached list. The project scope consists of the renovation of Sugar Hall, a 79,460 square foot facility, located on the campus of the University of Louisiana at Monroe. A contract was issued to Don M. Barron Contractor, Inc. in the amount of \$16,233,000.00. Construction commenced on December 9, 2024.

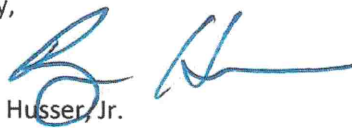
The subject change order is in the amount of \$158,918.00 for the replacement of previously concealed degraded horizontal roof drains on the 3rd floor and modifications to HVAC ductwork. It also includes the removal of unbraced existing concrete masonry unit (CMU) walls in the restrooms on the 1st, 2nd and 3rd floors and replacing those walls with metal stud framing. The removal and replacement of previously concealed degraded vertical roof drains from 3rd floor to 1st floor slab is also required. The change order includes a 50 calendar day contract extension to accomplish this work and to account for delays experienced during a large scale campus electrical outage. The Designer has reviewed the detailed cost proposal and has recommended this change order to FP&C. Sufficient funds are in place to include this work in the project.

As there is no other viable solution, we respectfully request the approval of this change order to complete the required scope of work.

We ask that this item be placed on the agenda for the next meeting of the Committee.

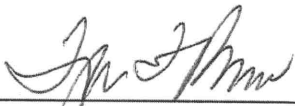
May 16, 2025
Page 2

Sincerely,


Roger E. Husser, Jr.
Director, Facility Planning & Control
cc:

Mr. Michael Davis, ULM
Mr. Roy Dowling, FP&C
Mr. Joseph Partain, FP&C

Approved: _____


Taylor F. Barras
Commissioner of Administration

**Approval of Change Orders over \$100,000
Facility Planning and Control
May 2025**

**Health Science Complex Renovation
Sugar Hall and Caldwell Hall
University of Louisiana at Monroe
Monroe, Louisiana
Project Nos: 19-629-15-01, F.19002311
State ID No.: S08882
Site Code: 8-37-007
Date of Contract: November 14, 2024**

Original Contract Amount:	\$16,233,000.00
Contract amount increased by this change order (No. 1):	\$158,918.00 (Pending Approval)
New Contract Sum:	\$16,391,918.00

Change Order No. 1 incorporates the following items:

1. Due to an unforeseen structural issue (unbraced walls) uncovered during demolition, it is required to remove the existing CMU (Concrete Masonry Unit) restroom walls on the 1st, 2nd and 3rd floors and their replacement with metal stud framed walls. This item adds a total of \$29,471.00 and 12 days to the contract.
2. During the time between initial building surveys and the start of construction, a 30" x 66" section of precast concrete panel fell or was removed from the 3rd floor face of the building. It is required that this panel be replaced with a plaster system of similar aesthetics to secure the envelope of the building. This item adds a total of \$7,151.00 and no days to the contract.
3. Due to an unforeseen issue with the cast iron roof drain lines and vertical drain leaders, which were concealed above ceilings and within wall cavities until demolition of interior finishes had begun. It was determined that the lines above ceilings were in conflict with a large amount of new planned ductwork. Additionally the horizontal and vertical line is in need of replacement with new PVC materials as they are over sixty years old and showing signs of degradation. This item adds a total of \$122,296.00 and 30 days to the contract.
4. ULM experienced the loss of a main transformer and experienced a large scale power outage from 12/14/2024 to 12/18/2024. This outage stopped all demolition and abatement work. When work could proceed, filed abatement permits were invalid required to be amended and reissued. Work was able to restart on 12/23/2024. This item adds a total of \$0.00 and 8 days to the contract.

Change Order No. 1 also adds a total of 50 days to the construction schedule to account for addressing the scope of work described above.

The cost of this scope of work is covered by existing project contingency.

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

April 7, 2025

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

Re: Approval of Change Orders over \$100,000
Outdoor Classroom/ Amphitheatre
Southern University Baton Rouge
State Project
Project No: 01-107-06-17, F.01004390

Dear Chairman Womack:

In accordance with R.S. 39:126, the prior approval of the Joint Legislative Committee on the Budget is required for one or more change orders that cause an excess in the aggregate of \$100,000 per month. Pursuant to this authority Facility Planning & Control has issued change orders which are itemized on the attached list.

The scope of the subject project consists of the installation of an outdoor bandstand, seating and landscaping on a sculpted berm with funding provided by a Federal HERRF Grant. The initial bids came in over budget and, in order to ensure the rebid would be within budget, a number of scope items were removed from the project. The rebid came in under budget and with the decreased scope, Southern University would now like some of the original scope items added back to the project via Change Order in the amount of \$280,224.00.

A contract was issued to the Luster Group, LLC in the amount of \$1,905,000.00. Construction commenced in September, 2024. The Designer has reviewed the detailed cost proposal and has recommended approval of this change order to FP&C. Sufficient funds are in place to include this work in the project.

We respectfully request the approval of this change order to complete the required scope of work.

We ask that this item be placed on the agenda for the next meeting of the Committee.

Sincerely,

Approved: _____

Taylor F. Barras
Commissioner of Administration

Roger E. Husser, Jr.
Director, Facility Planning & Control

cc:

Mr. Ken Dawson, Southern University
Mr. James Pugh, FP&C
Mr. Barry Lynch, FP&C

**Approval of Change Orders over \$100,000
Facility Planning and Control
May 2025**

**Outdoor Classroom/ Amphitheatre
Southern University Baton Rouge
State Project
Project No: 01-107-06-17, F.01004390
State ID No.: N/A
Site Code: 2-17-038
Date of Contract: August 26, 2024**

Original Contract Amount:	\$1,905,000.00
Changes by previous change orders:	
Change Order 1:	\$38,045.00 (Executed 1/28/2025)
Change Order 2:	\$14,790.00 (Executed 3/26/2025)
Change Order 3:	\$83,385.00 (Pending)
Change Order 4:	-\$72,105.00 (Pending)
TOTAL	\$64,115.00
Contract amount increased by this change order (No. 5):	\$280,224.00 (Pending Approval)
New Contract Sum:	\$2,249,339.00

Change Order 5 is a User Agency request to upgrade the concrete finish for steps, seating, and select walking surfaces to cast stone. 90 additional days are requested for the lead time and installation for cast stone. These items were removed from the re-bid package in order to assure the re-bid came in under budget. Other items that were added back to the project include additional sidewalks and stainless steel handrails. These items will restore a substantial portion of the original design of the project.

The cost of this scope of work is covered by existing project contingency.

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

May 16, 2025

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

Re: Approval of Change Orders over \$100,000
Global Innovation & Welcome Center
Baton Rouge, Louisiana
Project No: 01-107-06-17, F.01004393

Dear Chairman Womack:

In accordance with R.S. 39:126, the prior approval of the Joint Legislative Committee on the Budget is required for one or more change orders that cause an excess in the aggregate of \$100,000 per month. Pursuant to this authority, Facility Planning & Control has prepared a draft change order 2 requesting State participation.

The project consists of a new building of approximately 14,000 square feet to house Traffic and Parking Operations, the International Affairs Program and the Welcome Center. The facility is located near the main entrance to the campus where visitors will secure parking passes and campus maps. It will also include meeting spaces and a large auditorium. A contract was executed to Deumite Construction, LLC dated 1/6/25, in the amount of \$6,898,000.00. Construction commenced in January, 2025.

A change order in the amount of \$589,240.00 is requested by the User Agency to provide additional building equipment and graphics, as well as infrastructure and site utility connections. Equipment will include smart metering and surge protection. Interior wall graphics will be provided. Infrastructure and power for new LED screens both inside and outside of the building will be added, as well as infrastructure and power for Electric Vehicle charging stations in the parking lot. Also included in this change order will be the additional piping to allow for the sewer system to tie directly into the campus sewer system at the proper location and depth. A time extension of 9 days is requested to complete this change order work and procure equipment.

The Designer has reviewed the detailed cost proposal and has recommended this change order to FP&C. Sufficient funds are in place to include this work in the project.

As there is no other viable solution, we respectfully request the approval of this change order to complete the required scope of work.

We ask that this item be placed on the agenda for the next meeting of the Committee.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Husser, Jr.", followed by a horizontal line.

Roger E. Husser, Jr.
Director, Facility Planning & Control

Approved: _____

A handwritten signature in black ink, appearing to read "Taylor F. Barras", written over a horizontal line.

Taylor F. Barras
Commissioner of Administration

cc: Mr. Matthew Baker, FP&C

**Approval of Change Orders over \$100,000
Facility Planning and Control
June 2025**

**Global Innovation & Welcome Center
Baton Rouge, Louisiana
Project No. 01-107-06-17, F.01004393
State ID No.: New
Site Code: 2-17-038
Date of Contract: December 16, 2025**

Original Contract Amount:	\$6,898,000.00
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Changes by previous change orders: Contract Amount increased by Change Order 1:	\$94,988.00
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(Work Authorized via CCD-001 5/22/2025: Change Order Pending)

Total:	\$6,992,988.00
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Contract amount increased by this change order (No. 2): (Pending Approval)	\$317,649.00
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New Contract Sum:	\$7,310,637.00
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Change Order 2 is requested by the User Agency to provide additional building equipment and graphics, as well as infrastructure and site utility connections. Equipment will include smart metering and surge protection. Interior wall graphics will be provided. Infrastructure and power for new LED screens both inside and outside of the building will be added, as well as infrastructure and power for Electric Vehicle charging stations in the parking lot. Also included in this change order will be the additional piping to allow for the sewer system to tie directly into the campus water system at the proper location and depth.

The cost of this scope is covered by existing project contingency.

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

May 16, 2025

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

Re: Approval of Change Orders over \$100,000
D. Vickers Hall Renovation and Addition
Southeastern Louisiana University
Hammond, Louisiana
Project Nos.: 19-634-19-01, F.19002313 & 01-107-18-02. F.01004494


In accordance with R.S. 39:126, the prior approval of the Joint Legislative Committee on the Budget is required for one or more change orders that cause an excess in the aggregate of \$100,000 per month. Pursuant to this authority, Facility Planning & Control has issued change orders, which are itemized on the attached list. The project scope consists of renovations and additions to D. Vickers Hall, the largest classroom building on the Southeastern Louisiana University Campus. The area renovated is 78,621 SF and includes classrooms, offices and a full-size performance theatre. The addition is 32,408 SF and includes classrooms, offices, a state-of-the-art broadcasting studio and associated support spaces. A contract was issued to Frank A. Anzalone General Contractor, Inc. in the amount of \$30,710,000.00. Construction commenced August 6, 2023.

The subject change order is in the amount of \$139,826.00 for installation of a fire curtain at the theater proscenium opening. The original fire curtain was removed under a separate demolition contract due to age and the presence of asbestos. A new fire curtain was inadvertently omitted from this project by the designer. The scope of work includes demolition of existing components associated with the original fire curtain and installation of a new fire curtain including power and data to connect the new fire curtain to the building fire alarm system. This fire curtain is required by code in order to have performances in the theater. The Designer has reviewed the detailed cost proposal and has recommended this change order to FP&C. Sufficient funds are in place to include this work in the project.

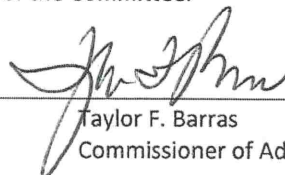
As there is no other viable solution, we respectfully request the approval of this change order to complete the required scope of work.

We ask that this item be placed on the agenda for the next meeting of the Committee.

Sincerely,


Roger E. Husser, Jr.
Director, Facility Planning & Control

Approved: _____


Taylor F. Barras
Commissioner of Administration

cc:

May 16, 2025
Page 2

Mr. Kenneth Howe, SLU
Mr. David VanAlstine, FP&C
Mr. Matthew Baker, FP&C

Approval of Change Orders over \$100,000
Facility Planning and Control
June 2025

D. Vickers Hall Renovation and Addition
Southeastern Louisiana University
Hammond, Louisiana
Project No.: 19-634-19-01, F.19002313 & 01-107-18-02. F.01004494
State ID: S0342
Site Code: 2-52-004
Date of Contract: August 6, 2023

Original Contract Amount:	\$30,710,000.00
Changes by previous change orders:	
Change Order No. 1:	\$34,210.67 (Executed 5.29.2024)
Change Order No. 2:	\$48,586.00 (Executed 5.29.2024)
Change Order No. 3:	\$49,911.00 (Executed 7.15.2024)
Change Order No. 4:	\$44,641.31 (Executed 7.31.2024)
Change Order No. 5:	\$232,136.00 (Executed 10.28.2024)
Change Order No. 6:	\$43,993.00 (Executed 11.1.2024)
Change Order No. 7:	\$46,590.00 (Executed 1.27.2025)
Change Order No. 8:	\$44,258.00 (Executed 3.21.2025)
Change Order No. 9:	\$41,402.00 (Executed 3.31.2025)
Change Order No. 10:	\$96,178.00 (Executed 4.29.2025)
Change Order No. 11:	\$46,608.00 (Executed 5.13.2025)
TOTAL	\$728,513.98

Contract amount increased by this change order (No. 12): \$139,826.00
(Pending Approval)

New contract sum: \$31,578,339.98

Change Order No. 12 incorporates the following items:

- Installation of a fire curtain at the theater proscenium opening. The original fire curtain was removed under a separate demolition contract due to age and the presence of asbestos. A new fire curtain was inadvertently omitted from this project by the designer. The scope of work includes demolition of existing components associated with the original fire curtain and installation of a new fire curtain including power and data lines to connect the new fire curtain to the fire alarm system.
- A fire curtain is required by code in order to have performances in the theater.
- Change Order 12 adds \$139,826.00 and no additional days to the contract. This cost includes all labor, material, and equipment
- The cost of this scope of work is covered by existing project contingency

Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

April 15, 2025

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


RE: Reporting of Change Orders over \$50,000 and Under \$100,000

Dear Chairman Womack:

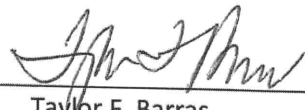
In accordance with R.S. 39:126, any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority, Facility Planning & Control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

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

Sincerely,


Roger B. Husser, Jr.
Director

Approved: _____



Taylor F. Barras
Commissioner of Administration

CC: Janelle Kirvin, FPC
Margaret Hill, FPC
Ternisa Hutchinson, OPB
Samuel Roubique, OPB
Paul Fernandez, OPB
Brittany Lea, House Fiscal Division
Mark Mahaffey, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Debra Vivien, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division

Reporting of Change Orders over \$50,000 and Under \$100,000
Facility Planning and Control
May 2025

Building Abatement and Demolition
Multiple Buildings
Grambling State University
Grambling, Louisiana
Project No. 01-107-18-02, F.01004463
State ID No.: 7-31-003
Site Code: Multiple
Date of Contract: September 16, 2024

Original Contract Amount:	\$556,815.00
Contract amount increased by this change order (No. 1):	\$95,595.00 (Executed 03.19.25)
New Contract Sum:	\$652,410.00

Change Order No. 1 increases the contract sum to incorporate the abatement of exterior asbestos-containing mastic found on the outer edge of the floor concrete slabs. This presence of these hazardous materials was unknown at the time of design and are an unforeseen condition.

Change Order No. 1 adds Eleven (11) days to the construction schedule to account for addressing the additional work.

The cost of this scope of work is covered by existing project contingency.

Reporting of Change Orders over \$50,000 and Under \$100,000
Facility Planning and Control
May 2025

Renovation of Education Building and Transition Center, Phase Two
Central Louisiana Supports and Services Center
Alexandria, Louisiana
Project No.: 09-340-19-05, F.09000085

State ID: Multiple
Site Code: 6-40-004
Date of Contract: August 6, 2024

Original Contract Amount:	\$9,956,700.00
Changes by previous change orders:	
Change Order 1:	\$43,628.00 (Executed 12.13.24)
Change Order 2:	\$46,886.00 (Executed 12.23.24)
Change Order 3:	\$55,919.00 (Executed 01.09.25)
Change Order 4:	\$38,981.00 (Executed 02.06.25)
TOTAL	\$185,414
Contract amount increased by this change order (No. 5):	\$92,853.00 (Executed 03.17.2025)
New Contract Sum:	\$10,234,967.00

- Change Order 5 increased the contract amount for the following reasons:
 - The demolition plans called for all existing boilers to be removed but did not call for the corresponding existing boiler stacks to be removed. This item is coded as a designer omission.
 - The construction documents indicate the installation a new full coverage fire sprinkler system. During construction it was determined that a second sprinkler riser would be required for the new system to operate properly. In order to add this second riser, a new 6 inch fire line had to be installed and 10 days were added to the contact. This item is coded as a designer omission.
 - Some existing spaces have open sloped ceilings and during construction, the user agency requested that there be no exposed sprinkler pipe in these spaces for the safety of the occupants. Acoustical ceiling tile was added to these spaces to conceal the sprinkler pipes.
 - As part of the scope of this project, entrances into the classrooms were reconfigured to provide code-compliant openings. During demolition, it was determined that the existing brick walls were not capable of spanning the reconfigured openings and additional

structural framing was needed. This was an unforeseen structural issue during the design of the project.

- Relocation of select HVAC grilles and addition of flex duct to avoid conflict at ceilings in a few areas.
 - Replacement of existing asbestos-containing VCT flooring. The asbestos testing previously performed during design did not detect asbestos in the subject areas due to unforeseen additional layers of existing flooring in the subject areas.
-
- The increase of \$92,853.00 includes material and labor costs associated with all items.
 - The cost of this change order will be covered by existing construction contingency.

Reporting of Change Orders over \$50,000 and Under \$100,000
Facility Planning and Control
May 2025

Campus Expansion
Louisiana Delta Community College
Winnsboro, Louisiana
Project No. 19-647-21-01, F.19002366
State ID No.: S28475
Site Code: 8-21-032
Date of Contract: August 12, 2024

Original Contract Amount:	\$4,237,000.00
Contract amount increased by this change order (No. 1):	\$58,485.00
	<u>(Executed 3/11/25)</u>
New Contract Sum:	\$4,295,485.00

Change Order No. 1 increases the contract sum to incorporate the following items: 1- relocating eyewash station, 2- adding circuits for hand dryers in restrooms, 3- eliminating water intrusion in front of building, and 4- installing a booster pump to increase water pressure.

Change Order No. 1 also adds 39 days to the construction schedule to account for addressing the scope of work described above.

The cost of this scope of work is covered by existing project contingency.

Reporting of Change Orders over \$50,000 and Under \$100,000
Facility Planning and Control
May 2025

Addition to the Main Building
Nursing Lab and Student Center
Northwest Louisiana Technical College
Mansfield, Louisiana
Project No. 19-722-22-01, F.19002408
State ID No.: S07794
Site Code: 7-16-001

Date of Contract: November 20, 2024

Original Contract Amount:	\$2,686,000.00
Changes by previous change orders:	
Change Order 1:	\$21,020.00
	(Executed 01.16.25)
<hr/> TOTAL	<hr/> \$2,707,020.00
Contract amount increased by this change order (No. 2):	\$51,959.00
	(Executed 03.10.25)
New Contract Sum:	\$2,758,979.00

Change Order 2 consists of removal of 18" of soil subbase and its replacement with 18" of approved fill material under the proposed building plus an additional 5' around the perimeter of the building. Site environmental conditions, notably heavy rains and water retention in the soils, changed the soil characteristics under which the geotechnical engineering was previously undertaken. During the on-site geotechnical testing required for the foundation preparations, the soil required was not adequate to meet the compaction specifications and new fill material was required.

Change Order No. 2 also adds 10 days to the construction schedule to account for addressing the scope of work described above.

The cost of this scope of work is covered by existing project contingency.

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

AND

Access Sciences Corporation, Inc.
1900 West Loup South, Suite 300
Houston, TX 77027
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this Contract from June 30, 2025 to June 30, 2027 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

The term for the fulfillment of services to be performed pursuant to this Contract shall be from **July 1, 2022** through **June 30, 2027**, as the State exercised an option to extend for up to 24 additional months at the same rates, terms and conditions of the initial Contract term, with approval of the Joint Legislative Committee on the Budget (JLCB). The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at \$8,074,000.20, an increase of \$3,229,600.20 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **\$8,074,000.20**. Work performed by the Contractor during the term of the Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices I and II. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is renamed to TERMINATION FOR NON-APPROPRIATION OF FUNDS and replaced with the following term and condition:

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide

insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

Further, by mutual consent of both parties to this Contract, Article 43 entitled PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES is added in its entirety as follows:

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

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

LaGov No. 2000661284
Amendment No. 1

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

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

This Amendment entered into this 4th day of April, 2025, at Baton Rouge, Louisiana.

**DEPARTMENT OF
ENVIRONMENTAL QUALITY:**

CONTRACTOR:

Signed by:

Michelle L. Barnett

4/4/2025

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Michelle L. Barnett, M.Stat.
Statewide Program Manager
Chief of Environmental Strategy
& Innovation
Office of Management and Finance

Signed by:

Kathy Jordan

4/4/2025

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Kathy Jordan
Vice President, Professional Services
Access Sciences Corporation, Inc.

LaGov No. 2000661284
 Amendment No. 1

**ATTACHMENT 2
 SCHEDULE OF PRICES I
 Monthly Tasks**

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

Line Item No.	Pay Item Description	Payment Unit	No. of Units²	Unit Rate¹	Line Total
1	Commencement Conference	Lump Sum	1	\$0.00	\$0.00
2	Commencement Conference Call	Lump Sum	1	\$0.00	\$0.00
	Facilities Management (Line Items 3, 4, 5, 6, 7, 8, 9, 10)				
3	Manage Records in Compliance with Laws and Standards	Monthly	60	\$13,600.00	\$816,000.00
4	Utilization of Appropriate Technology	Monthly	60	\$24,480.00	\$1,468,800.00
5	Active Records	Monthly	60	\$12,952.00	\$777,120.00
6	Inactive Records	Monthly	60	\$12,952.00	\$777,120.00
7	Policy Communications, and Training	Monthly	60	\$8,480.00	\$508,800.00
8	Imaging Operations	Monthly	60	\$23,776.00	\$1,426,560.00
9	Imaging Technical Support	Monthly	60	\$14,960.00	\$897,600.00
10	Project Management Work Plan	Monthly	60	\$23,366.67	\$1,402,000.20
Total Price					\$8,074,000.20

***ALL BLANKS MUST BE COMPLETED**

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

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

Office of State Procurement
State of Louisiana
Division of Administration


JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

March 31, 2025

TO: Michelle L. Barnett, M.Stat.
Statewide Program Manager, Chief of Environmental Strategy & Innovation
Louisiana Department of Environmental Quality

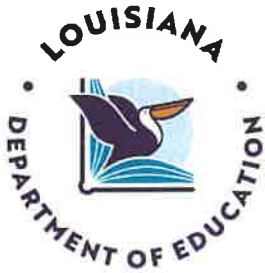
FROM: Pamela Bartfay Rice, Esq., CPPO 
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB
Amendment #1 to contract – Access Sciences Corporation
LaGov PO: 2000661284

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The documents comply with the State Procurement Code and are ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the “Agency Memo to OSP After JLCB Approval,” along with the stamped contract from the JLCB.

The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.

If you should have any further questions/comments, please do not hesitate to contact me.



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

Louisiana Department of Education
Office of School Choice

AND

Contractor's Name: **Primary Class, Inc. dba Odyssey**
Contractor's Address including zip code: **11 Park Place, Floor 3, New York, NY 10007**
Contractor's Telephone Number: **(646) 655-7602/(208)768-8132**
Contractor's Federal Identification No. or Social Security No.: **87-3895718**
Vendor No.: **310296598**

Amendment Provisions

This amendment is effective as of March 12, 2025

Amount of amendment: **\$1, 934,917**

Total amount of contract: **\$2,844,917**

Amendment Purpose: Contractor will provide training tools and videos; a rating system for users to evaluate vendors, products, and services; a management system work plan; and account administration in addition to the original contract terms of providing preparation and delivery of an all-inclusive Education Scholarship Account Program Management System to support LA GATOR.



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

Change Agreement from:

03 Scope of Services

- **Specific goals and objectives:** Contractor's goals and objectives are to successfully design, and implement a comprehensive system that is capable of administering the LA GATOR Program so that parents have rapid and simple access to accounts and the ability to purchase educational services and products for students.
- **Concise Description of Services:** Contractor shall prepare and deliver an all-inclusive Management System necessary to enable administration of the LA GATOR Program including the following:
 - **Marketing** – Implement a statewide marketing campaign to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
 - **Applications** -- Implement a Management System to process program enrollments and approval of parent applications no later than March 1, 2025.
 - **Nonpublic Schools and Service Providers** – Implement a Management System to process nonpublic school and service provider application and approval process no later than March 1, 2025.
 - **Marketplace** -- Implement and demonstrate operability of a Management System for a comprehensive marketplace for approved educational services and goods no later than March 1, 2025.
 - **Customer Service** – Implement functionality and active customer service process by January 15, 2025 that ensures parents, nonpublic schools, and service providers have the necessary support to obtain answers to questions across a range of different methods including phone, chat and email. Provide customer support for parents, nonpublic schools, and service providers through June 30, 2025.



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

- Training – Implement training and technical assistance plans for system users by February 1, 2025 (e.g., parents, nonpublic schools, service providers, and LDOE administrators). Provide trainings for parents, nonpublic schools, service providers, and LDOE administrators through June 30, 2025.
 - Financial Management – Implement and demonstrate operability of an electronic system to manage the receipt, payment, reconciliation, and reporting of program funds by February 15, 2025. Reporting shall include program and financial metrics and reports necessary for the Department to monitor compliance with Louisiana statutes, regulations, Board of Elementary and Secondary Education policies, and provide data for budgeting and program planning and management. System shall be operational through June 30, 2025.
- **Complete Description of Services**
 - Statement of Work (Attachment 1).
 - Contract will perform services according to the terms of this Agreement and according to the Statement of Work.
 - Insurance Requirements for Contractors (Attachment 2)
 - Contractor's Request for Information (RFI) Proposal (Attachment 3).
- **Performance Measures:** Contractor shall develop the Management System in a timely fashion so that it may be fully operational for the LA GATOR Program to begin enrollments on March 1, 2025.
 - Contractor will maintain a 99.9% guaranteed system uptime during the term of the Agreement.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
 - Contractor will maintain a 75% average customer satisfaction score from account holders, non-public school participants and service providers during the term of the Agreement. Statistics shall be provided on a monthly basis to the Department.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
 - Contractor will maintain an average page response time of 3 seconds or less when the Management System is operational during the term of the Agreement.



State of Louisiana
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- Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
- Contractor will complete all contractually required implementation activities and have the system operational for acceptance of applications of applications but no later than March 1, 2025.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

ADD or CHANGE to:

03 Scope of Services

- Specific goals and objectives: Contractor's goals and objectives are to successfully design, and implement a comprehensive system that is capable of administering the LA GATOR Program so that parents have rapid and simple access to accounts and the ability to purchase educational services and products for students. The Contractor shall also administer the accounts funded through Legislative appropriation.
- Concise Description of Services: Contractor shall prepare, deliver, and operate an all-inclusive Management System necessary to enable administration of the LA GATOR Program including the following:
 - Marketing – Implement a statewide marketing campaign to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
 - Applications -- Implement a Management System to process program enrollments and approval of parent applications no later than March 1, 2025.
 - Nonpublic Schools and Service Providers – Implement a Management System to process nonpublic school and service provider application and approval process no later than March 1, 2025.
 - Marketplace -- Implement and demonstrate operability of a Management System for a comprehensive marketplace for approved educational services and goods no later than March 1, 2025.

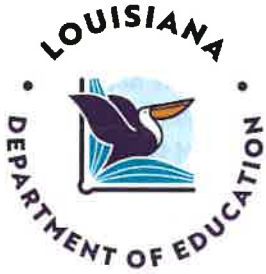


State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

- Customer Service – Implement functionality and active customer service process by January 15, 2025 that ensures parents, nonpublic schools, and service providers have the necessary support to obtain answers to questions across a range of different methods including phone, chat and email. Provide customer support for parents, nonpublic schools, and service providers through June 30, 2025.
- Training – Implement training and technical assistance plans for system users by February 1, 2025 (e.g., parents, nonpublic schools, service providers, and LDOE administrators). Provide trainings for parents, nonpublic schools, service providers, and LDOE administrators through June 30, 2025.
- Financial Management – Implement and demonstrate operability of an electronic system to manage the receipt, payment, reconciliation, and reporting of program funds by February 15, 2025. Reporting shall include program and financial metrics and reports necessary for the Department to monitor compliance with Louisiana statutes, regulations, Board of Elementary and Secondary Education policies, and provide data for budgeting and program planning and management. System shall be operational through June 30, 2025.
- Training Tools and Videos – Contractor will develop and expand the user training tools to provide more robust opportunities for users to learn how to navigate the Management System. These training tools and videos will include short format training videos addressing specific topics relevant to parents, vendors and schools. The specific topics will be agreed upon after a minimum of one collaborative work session with the State.
- Rating System – Contractor will develop and implement an electronic rating tool within the Management System for users to evaluate vendors, products and services.
- Management System Workplan – Contractor will submit a detailed Project Workplan for the period immediately following implementation, September 2025-June 2026, for the Management System and applicable related matters. The Project Workplan will be created by the Contractor after a minimum of one collaborative work session with the State where requirements and timelines for the upcoming school year are discussed.
- Account Administration – Contractor will activate and administer the funded accounts so parents have rapid and simple access to purchase educational services and products for students. The State will notify the Contractor of the amount of funding appropriated for the program within five (5) business days of the final approval and signature of the State budget by the Governor. The Contractor will determine the number of accounts that can



State of Louisiana
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be funded per the appropriation and identify the enrolled students. For purposes of funding, "enrolled" shall mean a student who is awarded funding through the LA GATOR program. Contractor will activate the enrolled student accounts in the Management System within seven (7) business days after the Contractor is notified of the program appropriation. Contractor will notify parents of the active accounts for the enrolled students within seven (7) business days after the accounts are made active. Parents will have access to purchase goods and services immediately following the notice of an active account. Funding will be dispersed to accounts on a quarterly basis.

- **Complete Description of Services**

- Statement of Work (Attachment 1).
 - Contract will perform services according to the terms of this Agreement and according to the Statement of Work.
- Insurance Requirements for Contractors (Attachment 2)
- Contractor's Request for Information (RFI) Proposal (Attachment 3).

- **Performance Measures:** Contractor shall develop the Management System in a timely fashion so that it may be fully operational for the LA GATOR Program to begin enrollments on March 1, 2025.

- Contractor will maintain a 99.9% guaranteed system uptime during the term of the Agreement.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
- Contractor will maintain a 75% average customer satisfaction score from account holders, non-public school participants and service providers during the term of the Agreement. Statistics shall be provided on a monthly basis to the Department.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
- Contractor will maintain an average page response time of 3 seconds or less when the Management System is operational during the term of the Agreement.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
- Contractor will complete all contractually required implementation activities and have the system operational for acceptance of applications of applications but no later than March 1, 2025.
 - Following a month in which Odyssey has not met this standard, Odyssey will deduct \$2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

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Change Agreement from:

04 Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor \$910,000_ for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
 - \$50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.
 - \$150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.
 - \$150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.
 - \$25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
 - \$150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.
 - \$35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.
 - \$50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.
 - \$100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.
 - \$100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.



State of Louisiana
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- \$50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.
- \$50,000 is eligible for payment for delivery of electronic system to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

All payments include any and all expenses incurred by Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

It is understood that should Contractor fail to submit invoices as provided herein, the State shall not be responsible for payment thereof under this contract or in quantum meruit.

ADD or CHANGE to:

04 Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor up to \$2,844,917 for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
 - \$50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.
 - \$150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.
 - \$150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.
 - \$25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.

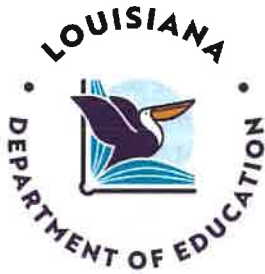


State of Louisiana
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- \$150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.
- \$35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.
- \$50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.
- \$100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.
- \$100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.
- \$50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.
- \$50,000 is eligible for payment for delivery of electronic system to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.
- \$30,000 is eligible for payment upon delivery of user training tools and videos by June 30, 2025.
- \$175,000 is eligible for payment upon delivery of an electronic rating tool for vendors, products, and services by August 15, 2025.
- \$85,000 is eligible for payment upon delivery of a project workplan for September 2025 through June 30, 2026 by August 29, 2025.
- Account Administration costs will be paid as follows:
 - The State hereby agrees to pay the Contractor an annual account management fee of \$143.50 for each student enrolled through the Management System ("Management Fee"). The State shall pay Contractor the annual account management fee within 30 days of notifying the State of the number of accounts that can be funded per the appropriation and the identification of the enrolled students.
 - For purposes of the Payment Terms Section, "enrolled" shall mean a student who is awarded funding through the LA GATOR program as evidenced by the appropriation adopted by the Louisiana Legislature.



State of Louisiana
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- Final total funding for accounts is not confirmed until the Louisiana Legislature adopts and the Governor approves the fiscal year budget.
- The Management Fee payment will be calculated based on the official total number of students enrolled for the fiscal year.

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

All payments include any and all expenses incurred by Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

It is understood that should Contractor fail to submit invoices as provided herein, the State shall not be responsible for payment thereof under this contract or in quantum meruit.

Change Agreement from:

05 Term of Agreement

This Agreement shall begin on **November 25, 2024**, and shall terminate on **June 30, 2025** (the "Term").

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 designated on which funds will be exhausted.

ADD or CHANGE to

05 Term of Agreement

This Agreement shall begin on **November 25, 2024**, and shall terminate on **June 30, 2026** (the "Term").



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 designated on which funds will be exhausted.

Change Agreement from:

06 Amendments

The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the Parties and approved by the necessary authorities prior to said termination date. If either Party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by the State and forwarded to the other Party for appropriate action by the other Party.

Said amendment must be approved by both the Board of Elementary and Secondary Education (BESE) and the Joint Legislative Committee and the Budget (JLCB) so it should be returned to State with appropriate information and signatures not less than sixty-five (65) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

The continuation of this Agreement through amendment is contingent upon the appropriation of funds to fulfill the requirements of the amendment by the 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 July 1, 2025.

ADD or CHANGE to

06 Amendments

Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the Parties and approved by the necessary authorities prior to said termination date. If either Party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by the State and forwarded to the other Party for appropriate action by the other Party.



State of Louisiana
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Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

If the total amount due based on the per-student fee exceeds the maximum contract value over the term of the contract, the following provisions will apply:

Contract Amendment: If additional funding is necessary due to an increase in the number of students, the State and the Contractor will execute a contract amendment to increase the contract value.

Notification Requirement: It is the responsibility of the Contractor to advise the Department in writing in advance when contract terms may be insufficient to complete the contract objectives, including but not limited to advising when Contractor anticipates that the total payments due under the contract will approach or exceed the maximum contract value based on Contractor's forecast of the anticipated student enrollments and relevant balance.

Said amendment must be approved by both the Board of Elementary and Secondary Education (BESE) and the Joint Legislative Committee and the Budget (JLCB) so it should be returned to State with appropriate information and signatures not less than sixty-five (65) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

The continuation of this Agreement through amendment is contingent upon the appropriation of funds to fulfill the requirements of the amendment by the 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 or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be canceled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

Change Agreement from:

Attachment 1



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

Scope of Work

Communications and Marketing

- A. Contractor shall develop and implement marketing plan to align with program timelines specified by the Department to include the following deliverables:
- a. Create and implement communication plan with customized communications and delivery methods to:
 - 1) Parents of incoming kindergarten students, parents of private school students that meet income or Special Education criteria, and parents of students in grades kindergarten – 12,
 - 2) nonpublic schools, and
 - 3) service providers.
 - b. Design communication tools for nonpublic schools to provide to parents in advance of program application release date.
 - c. Translate communications to languages other than English based on needs expressed by the Department.
 - d. Design and implement communications to parents regarding the program no later than eight weeks prior to the application release date or sooner as determined by the Department.
 - e. Design communication tools for economically disadvantaged and underserved populations.
 - f. Design and implement communications to nonpublic schools regarding participation in the program according to a timeframe determined by the Department.
 - g. Design and implement communications to service providers according to a timeframe determined by the Department.
 - h. Utilize communication delivery methods to parents, nonpublic schools and service providers occurring through, but not limited to, television, newspaper, Department website and Department social media accounts.
 - i. Design and implement a plan to notify parents once an application has been approved and funded or when an applicant is deemed eligible but moved to a waiting list due to absence of funding.
 - j. Design and implement a customer satisfaction survey to account holders.

Applications

- A. Implement an online platform to manage parent application submissions, eligibility determination, and approval no later than March 1, 2025 to include the following deliverables:
- a. Design and implement platform with easy to access account application via mobile phone or computer
 - b. Design and implement a platform to determine student eligibility per program policies, rules and statutes.
 - i. Design interface with existing State data systems, to the extent feasible, for verification of information in order to maximize efficiencies and streamline the application approval process.



State of Louisiana
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Amendment to Agreement

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Amendment #: **1**

- ii. Design and implement system capability of uploading all documents necessary to complete an application.
 - iii. Design and implement a system to provide application status.
 - c. Include attestations in application as required per program policies, rules or statutes.
- B. Implement an online platform to manage nonpublic school application submission, eligibility determination, and approval to include:
 - a. Design and implement nonpublic school eligibility criteria within application approval as required by policies, rules or statutes into application approval process.
 - i. Design interface and data sharing, to the extent feasible, in order to maximize efficiencies and streamline the application approval process.
 - ii. Design and implement system capability of uploading all documents necessary to complete an application.
 - iii. Design and implement a system to provide application status.
- C. Implement an online platform to manage service provider application submission process and approval of services or products to include:
 - a. Include attestations in application as required per program policies, rules or statutes.
 - b. Design and implement system capability of uploading all documents necessary to complete an application.
 - c. Design and implement a system to provide application status.
 - d. Design and implement a system to verify services and products are allowable and comply with policies, rules and statutes.
 - e. Design and implement a system to identify service providers whose revenue in any fiscal year exceeds \$100,000 and processes to verify compliance with policies, rules and statutes.

Marketplace

- A. Design and implement an electronic platform to deploy a comprehensive marketplace, including the following deliverables:
 - a. Design and implement a system component to verify purchases are allowable and absent of error or fraudulent actions.
 - b. Design and implement system components that make available for purchase services and products allowable under program policies, rules and statutes.

Customer Service

- A. Design and implement a customer service system and process for providing support to parents, nonpublic schools, and service providers for the purposes of minimizing waiting periods when requesting information and providing a response within 48 hours to include the following deliverables:
 - a. Design and implement a customer service system for phone call inquiries.
 - b. Design and implement a customer service system for chat feature inquiries.



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

- c. Design and implement a customer service system for email inquiries.

Training and Technical Assistance

- A. Design and implement a training program and technical assistance containing written guidance and videos for each system user group including the following deliverables:
 - a. Parents
 - i. Information for the Department's website that gives comprehensive information necessary for a parent to determine preliminary eligibility.
 - ii. System application location that includes references to policies, rules, statutes and guidance.
 - b. Nonpublic Schools
 - c. Service providers
 - d. LDOE administrators

Financial Management

- A. Implement an electronic system to manage the receipt, payment, reconciliation and tracking of program funds including the following deliverables:
 - a. Design and implement a process for identifying enrolled students in order to support charges for system management of each approved account.
 - b. Design and implement a process for receipt of ESA funds for each approved and funded account.
 - c. Design and implement a process for allocation and tracking of ESA funds to each approved account.
- B. Implement a system to collect program and financial data and provide reports, as required by the Department, for program monitoring and compliance with program policies, rules and statutes including the following deliverables:
 - a. Identify and create reports to align with requirements set forth in R.S. 17:4037.11.
 - b. Design data collection and reports as determined necessary for best business practices regarding monitoring by the Department including, but not limited to, daily, monthly and annual statistics.
 - c. Implement interactive dashboard system for delivery of statistics and reports.

ADD or CHANGE to

Attachment 1

Scope of Work

Communications and Marketing

- A. Contractor shall develop and implement marketing plan to align with program timelines specified by the Department to include the following deliverables:



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- a. Create and implement communication plan with customized communications and delivery methods to:
 - 4) Parents of incoming kindergarten students, parents of private school students that meet income or Special Education criteria, and parents of students in grades kindergarten – 12,
 - 5) nonpublic schools, and
 - 6) service providers.
- b. Design communication tools for nonpublic schools to provide to parents in advance of program application release date.
- c. Translate communications to languages other than English based on needs expressed by the Department.
- d. Design and implement communications to parents regarding the program no later than eight weeks prior to the application release date or sooner as determined by the Department.
- e. Design communication tools for economically disadvantaged and underserved populations.
- f. Design and implement communications to nonpublic schools regarding participation in the program according to a timeframe determined by the Department.
- g. Design and implement communications to service providers according to a timeframe determined by the Department.
- h. Utilize communication delivery methods to parents, nonpublic schools and service providers occurring through, but not limited to, television, newspaper, Department website and Department social media accounts.
- i. Design and implement a plan to notify parents once an application has been approved and funded or when an applicant is deemed eligible but moved to a waiting list due to absence of funding.
- j. Design and implement a customer satisfaction survey to account holders.

Applications

- A. Implement an online platform to manage parent application submissions, eligibility determination, and approval no later than March 1, 2025 to include the following deliverables:
 - a. Design and implement platform with easy to access account application via mobile phone or computer
 - b. Design and implement a platform to determine student eligibility per program policies, rules and statutes.
 - i. Design interface with existing State data systems, to the extent feasible, for verification of information in order to maximize efficiencies and streamline the application approval process.
 - ii. Design and implement system capability of uploading all documents necessary to complete an application.
 - iii. Design and implement a system to provide application status.
 - c. Include attestations in application as required per program policies, rules or statutes.
- B. Implement an online platform to manage nonpublic school application submission, eligibility determination, and approval to include:



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- a. Design and implement nonpublic school eligibility criteria within application approval as required by policies, rules or statutes into application approval process.
 - i. Design interface and data sharing, to the extent feasible, in order to maximize efficiencies and streamline the application approval process.
 - ii. Design and implement system capability of uploading all documents necessary to complete an application.
 - iii. Design and implement a system to provide application status.
- C. Implement an online platform to manage service provider application submission process and approval of services or products to include:
 - a. Include attestations in application as required per program policies, rules or statutes.
 - b. Design and implement system capability of uploading all documents necessary to complete an application.
 - c. Design and implement a system to provide application status.
 - d. Design and implement a system to verify services and products are allowable and comply with policies, rules and statutes.
 - e. Design and implement a system to identify service providers whose revenue in any fiscal year exceeds \$100,000 and processes to verify compliance with policies, rules and statutes.

Marketplace

- A. Design and implement an electronic platform to deploy a comprehensive marketplace, including the following deliverables:
 - a. Design and implement a system component to verify purchases are allowable and absent of error or fraudulent actions.
 - b. Design and implement system components that make available for purchase services and products allowable under program policies, rules and statutes.

Customer Service

- A. Design and implement a customer service system and process for providing support to parents, nonpublic schools, and service providers for the purposes of minimizing waiting periods when requesting information and providing a response within 48 hours to include the following deliverables:
 - a. Design and implement a customer service system for phone call inquiries.
 - b. Design and implement a customer service system for chat feature inquiries.
 - c. Design and implement a customer service system for email inquiries.

Training and Technical Assistance

- A. Design and implement a training program and technical assistance containing written guidance and videos for each system user group including the following deliverables:
 - a. Parents
 - i. Information for the Department's website that gives comprehensive information necessary for a parent to determine preliminary eligibility.



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- ii. System application location that includes references to policies, rules, statutes and guidance.
- b. Nonpublic Schools
- c. Service providers
- d. LDOE administrators

Financial Management

- A. Implement an electronic system to manage the receipt, payment, reconciliation and tracking of program funds including the following deliverables:
 - a. Design and implement a process for identifying enrolled students in order to support charges for system management of each approved account.
 - b. Design and implement a process for receipt of ESA funds for each approved and funded account.
 - c. Design and implement a process for allocation and tracking of ESA funds to each approved account.
- B. Implement a system to collect program and financial data and provide reports, as required by the Department, for program monitoring and compliance with program policies, rules and statutes including the following deliverables:
 - a. Identify and create reports to align with requirements set forth in R.S. 17:4037.11.
 - b. Design data collection and reports as determined necessary for best business practices regarding monitoring by the Department including, but not limited to, daily, monthly and annual statistics.
 - c. Implement interactive dashboard system for delivery of statistics and reports.

Training Tools and Videos

- A. Develop and expand the user training tools to provide more robust opportunities for users to learn how to navigate the Management System. These training tools and videos will include short format training videos addressing specific topics relevant to parents, vendors and schools. The specific topics will be agreed upon after a minimum of one collaborative work session with the State.

Rating System

- A. Develop and implement an electronic rating tool within the Management System for users to evaluate vendors, products and services.

Management System Workplan

- A. Submit a detailed Project Workplan for the period immediately following implementation, September 2025-June 2026, for the Management System and applicable related matters. The Project Workplan will be created by the Contractor after a minimum of one collaborative work session with the State where requirements and timelines for the upcoming school year are discussed.

Account Administration



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- A. Activate and administer the funded accounts so parents have rapid and simple access to purchase educational services and products for students. The State will notify the Contractor of the amount of funding appropriated for the program within five (5) business days of the final approval and signature of the State budget by the Governor. The Contractor will determine the number of accounts that can be funded per the appropriation and identify the enrolled students. For purposes of funding, "enrolled" shall mean a student who is awarded funding through the LA GATOR program. Contractor will activate the enrolled student accounts in the Management System within seven (7) business days after the Contractor is notified of the program appropriation. Contractor will notify parents of the active accounts for the enrolled students within seven (7) business days after the accounts are made active. Parents will have access to purchase goods and services immediately following the notice of an active account. Funding will be dispersed to accounts on a quarterly basis.

THUS DONE, SIGNED, AND EXECUTED by the parties on the dates next to their respective signatures below.

Two Witnesses' Signatures (required)**

Michael Platek
Michael Platek (Mar 14, 2025 10:40 EDT)

Jonathan Freed

Contractor's Signature

By: *Joseph Connor* 3/14/25
Date

Printed Name: Joseph Connor

Title: CEO

Telephone: () 646 655-7602

State Agency Signatures

Beth Scioneaux 3/17/2025
1261200851D8437...

Assistant/Deputy Superintendent
or Delegated Authority Date

DocuSigned by:
Cade Brunley 3/17/2025
662C8EFAEBD74C3...

State Superintendent of Education Date



State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**

Amendment #: **1**

Signed by:

A handwritten signature in black ink, appearing to be "R. Smith", is written over a horizontal line.

3/17/2025

* President, State Board of
Elementary and Secondary Education

Date

**Contracts exceeding \$50,000 require additional signatures.*

***Two witness signatures are required if wet signatures are used. Witness signatures are not required if using DocuSign.*

LA GATOR Scholarship Program

Joint Legislative Committee on the Budget



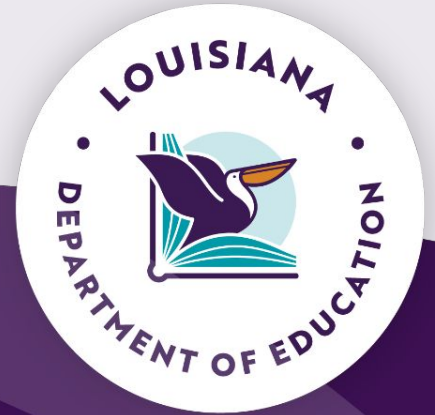
April 23, 2025

LA GATOR Scholarship Program

- Application Update & Platform Satisfaction Information
- Implementation Timeline
- LSP & LA GATOR Comparison
- Marketplace Example
- Seat Capacity
- Contract Overview
- Support Information



Application Update & Platform Satisfaction Information



LA GATOR Participation

Type	Number
Total Student Applications	39,202
Eligible Students	34,942

Louisiana Scholarship Program
Student Applications

5,268

Students with Validated
IDEA Tier

2,039

Data as of April 21, 2025.
Final amounts may change slightly
during data validation.



LA GATOR Overview

Type	Number
Approved Nonpublic Schools	273
Registered Service Providers	346
Louisiana Colleges & Universities	6
Public Districts & Charter Schools	3

Data as of April 21, 2025.
Final amounts may change slightly
during data validation.



Student Applications By City

New Orleans	4,665	Lafayette	874	Denham Springs	488
Baton Rouge	3,401	Lake Charles	844	West Monroe	471
Metairie	1,721	Gretna	818	Bossier City	443
Slidell	1,502	Kenner	807	Thibodaux	436
Shreveport	1,485	Covington	612	Winnsboro	421
Marrero	1,087	Houma	574	Westwego	395
Monroe	939	LaPlace	551	Hammond	392
Harvey	880	Opelousas	502	Chalmette	333

Data as of April 21, 2025.
Final amounts may change slightly
during data validation.



Student Applications By Grade

Kindergarten	4,562	1st Grade	3,079
2nd Grade	3,045	3rd Grade	3,027
4th Grade	2,987	5th Grade	2,975
6th Grade	2,755	7th Grade	2,456
8th Grade	2,697	9th Grade	2,558
10th Grade	1,916	11th Grade	1,651
12th Grade	1,257		

Data as of April 21, 2025.
Final amounts may change slightly
during data validation.



Eligible Applicant Family Income



Federal Poverty Level Percentage

- **250% & Below:** 81% | 27,999
- **250% to 400%:** 10% | 3,345
- **400% & Over:** 9% | 3,255

Over **90%** of all eligible applicants are 400% or below the Federal Poverty Guidelines

Data as of April 21, 2025.
Final amounts may change slightly during data validation.

Satisfaction with Odyssey Platform to Date

Overall Customer Satisfaction Score: 94.6%*

Quotes from Parents & Schools

“Truly appreciate being able to talk with someone on the phone who was very patient and helpful.”

“You all do a great job of responding to all my concerns expeditiously.”

“Y'all we so helpful and so responsive! Can't tell you how much that means to busy big families.”

“I was so pleasantly surprised with the prompt response! Thank you so much.”

“Very helpful and responsive. Thank you for making this an easy and pleasurable experience.”

“[Odyssey representative] was literally the best call-support representative I've ever spoken with.”

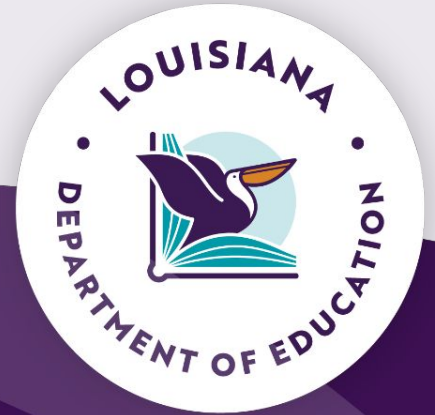
“Quick, professional, kind, and knowledgeable!”

*Data as of April 21, 2025

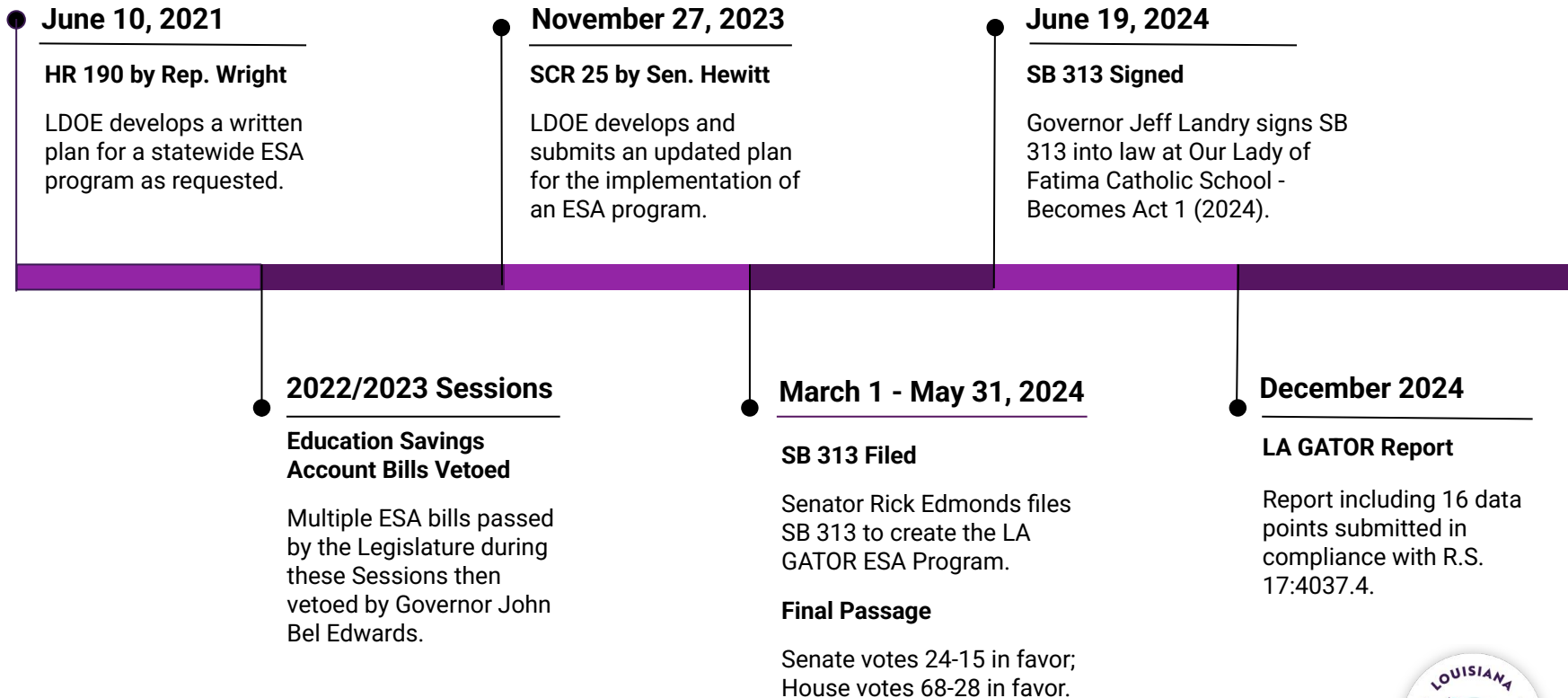


Implementation Timeline

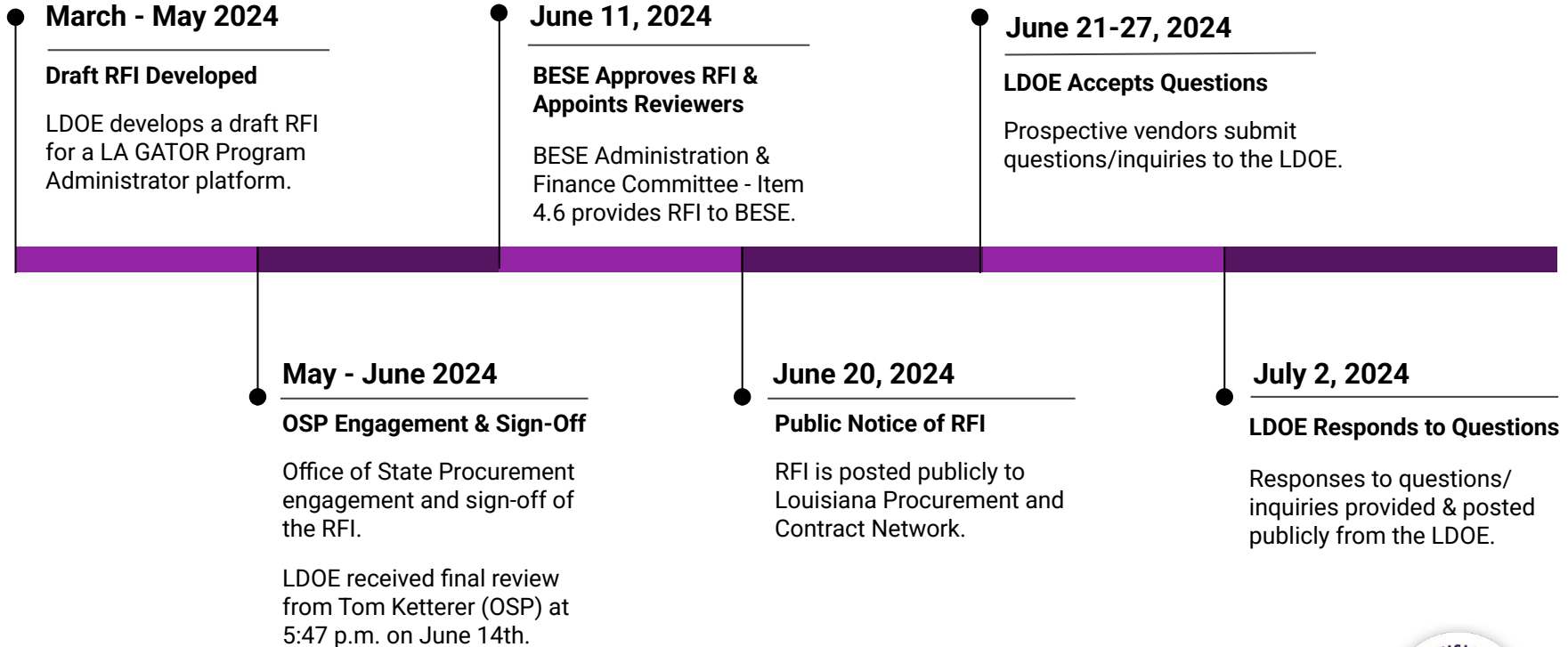
Legislative History, Request for Information (RFI), Contracting,
& LA GATOR Implementation



Legislative History



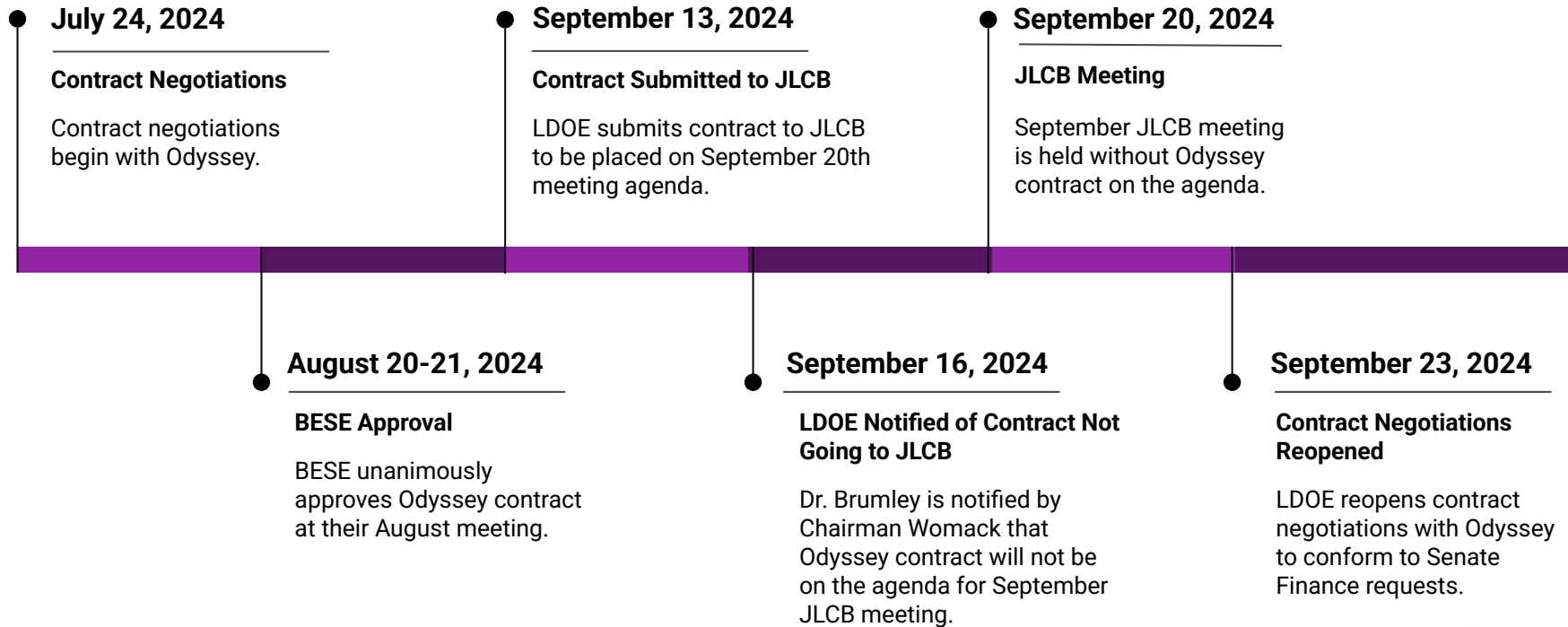
Request for Information (RFI)



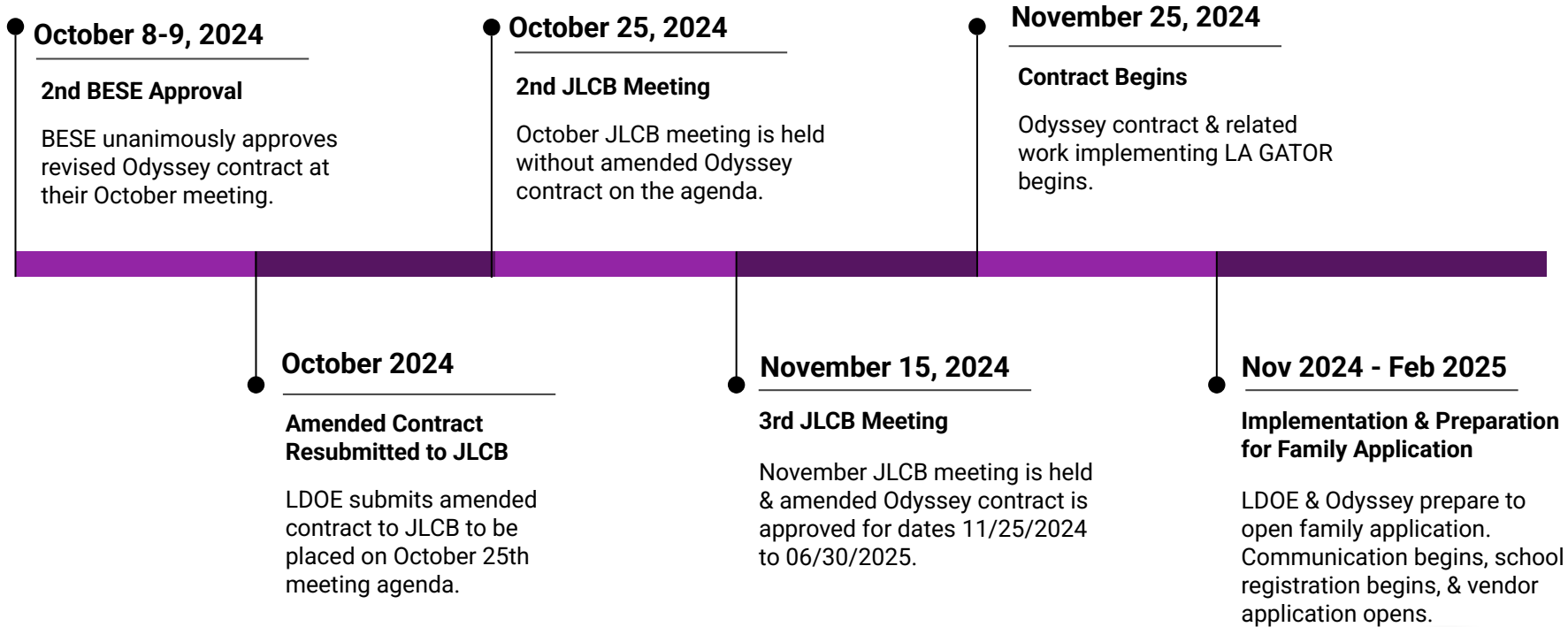
Request for Information (RFI)



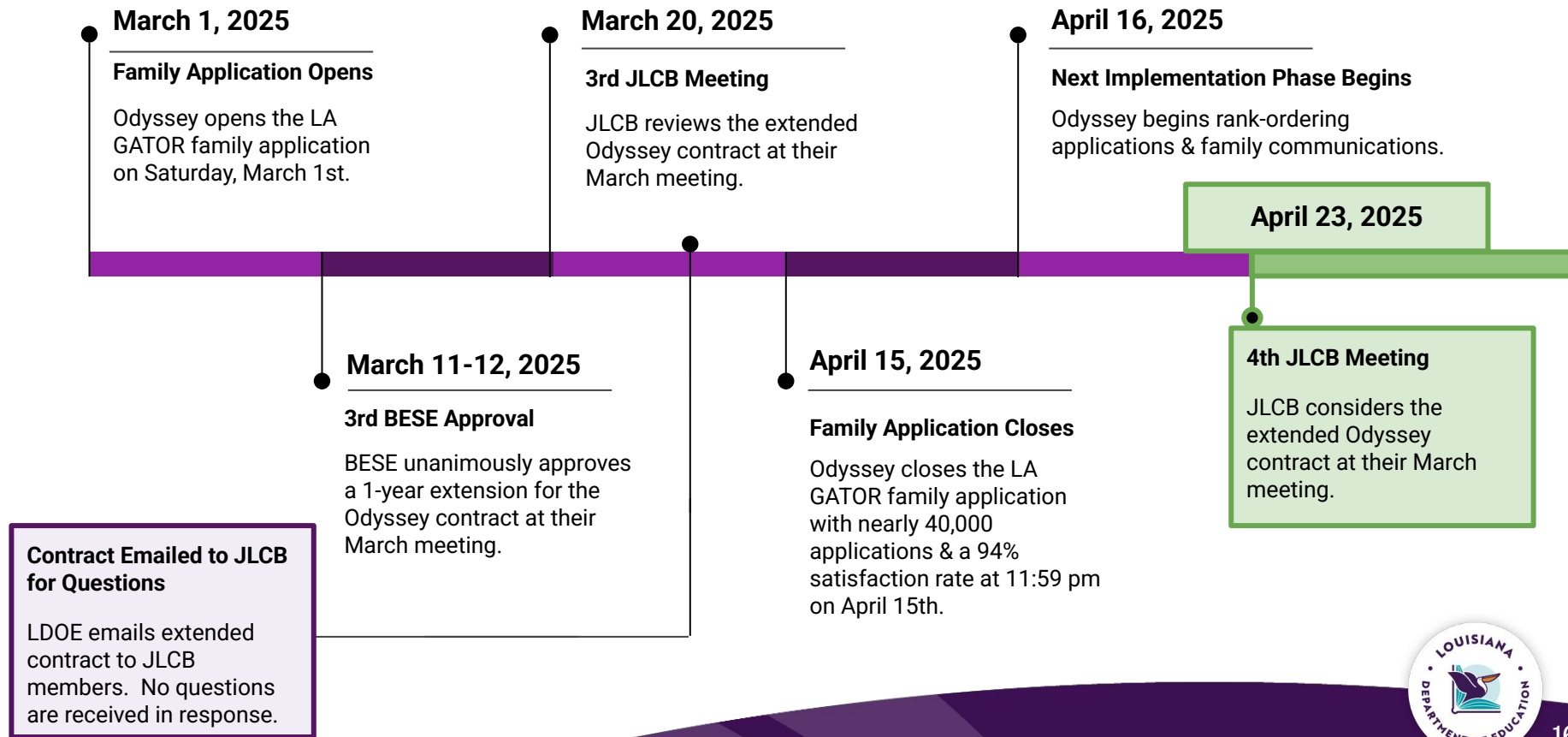
Contract Negotiation & JLCB



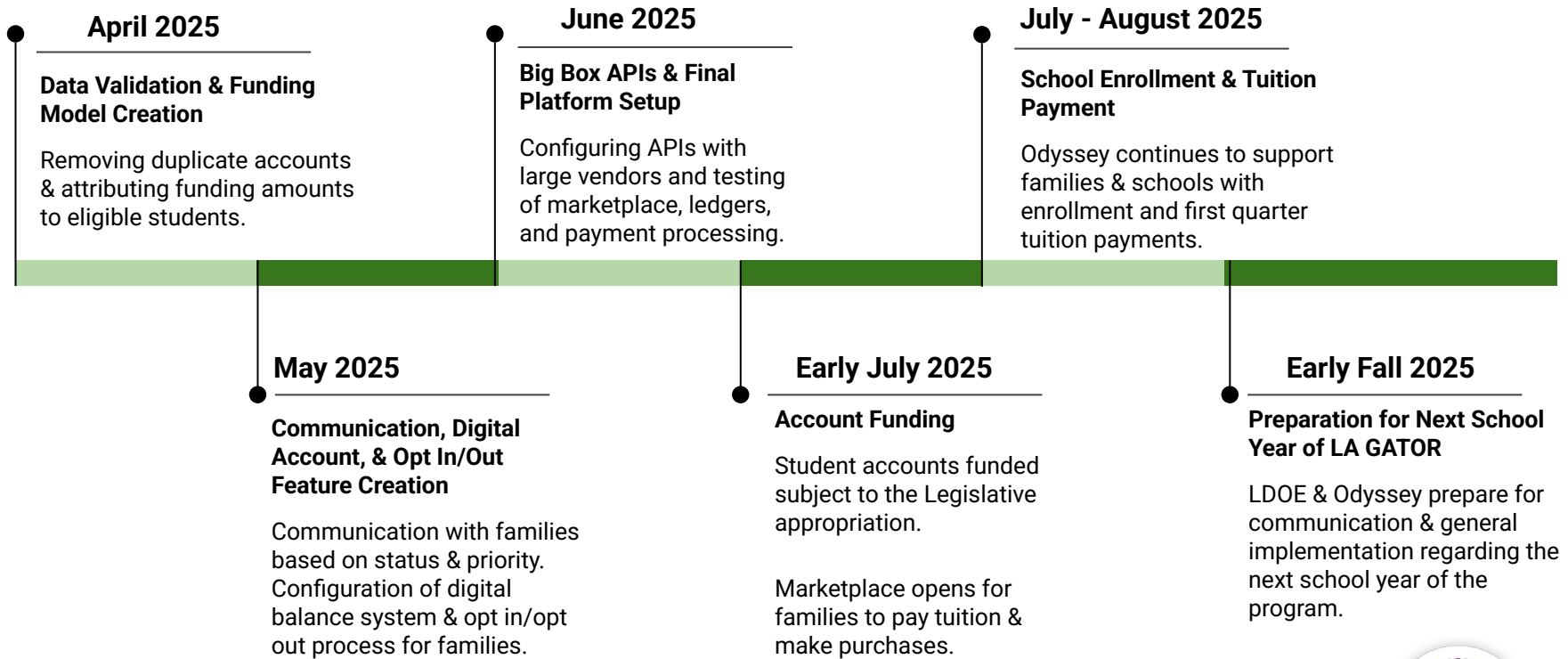
JLCB & Contract Beginning



Family Application & JLCB



Upcoming Milestones by Odyssey



Detailed Milestones for Odyssey

April

- Data clean up and validation; removing duplicate accounts; ensuring the capture of all LSP accounts that did not match on Student SSN.
- Funding model creation; ensuring that the correct amounts of funding are attributed to all students and takes into account students that should receive prior LSP amounts.

April - June

- Onboarding of vendors and products to the marketplace. All vendors and their offerings must go through a vetting and approval process prior being accessible to parents on the marketplace.

Detailed Milestones for Odyssey

May

- Communication campaigns to all parents; communications vary based on status and priority.

May - June

- Quarterly digital balance configuration; ensure the system is correctly configured to refresh digital balances on a quarterly basis, prevent multiple tuition payments being sent out per quarter, and ensure that tuition can only be sent to approved schools that have a tuition set and confirmed with the respective parents.
- Digital balance configuration; ensure that the UX/UI of the digital balance is configured to meet the needs to Louisiana parents.
- Configure opt in/opt out process to ensure that the state is notified of all parents who plan to utilize LA GATOR funding.

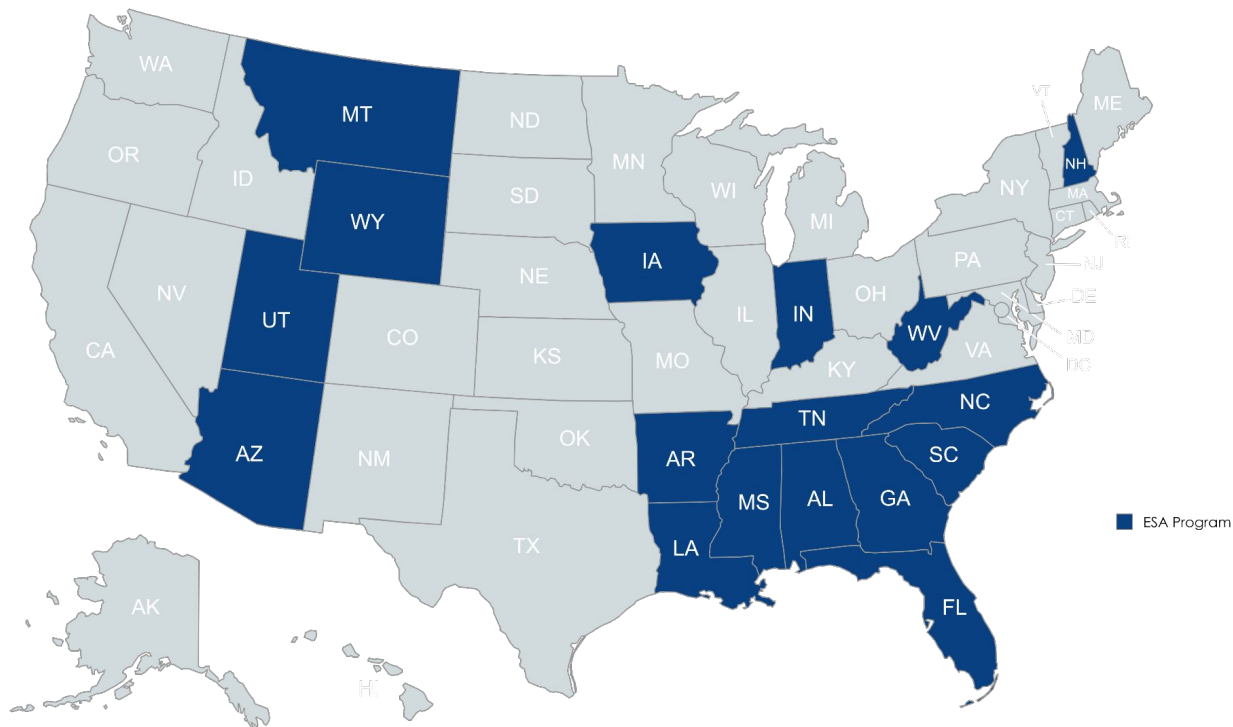
Detailed Milestones for Odyssey

June

- Final configurations and testing of big box vendor APIs; ensuring that the Amazon API displays the correct SKUs on the marketplace.
- Marketplace testing; ensure that the marketplace has a robust set of offerings and is prepared for live traffic after the fiscal year.
- Finalize and test flow of funding; ensure that the correct systems are in place across banking institutions to properly process payments to schools and vendors in a timely fashion.
- Ledgering testing; test and ensure that the backend ledger appropriately handles all order and tax situations applicable to the state of Louisiana prior to live marketplace orders being sent
- Finalize payment processor set-up with approved schools and vendors; ensure that all applicable schools and vendors have completely connected Stripe accounts to Odyssey to ensure that all payments go out in a timely manner.



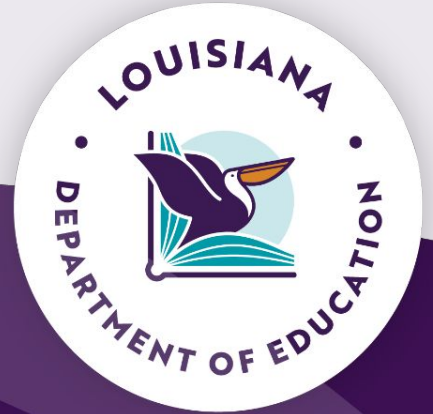
ESAs Around the U.S.



**All states with
universal
Education
Savings Account
programs utilize
a program
manager.**

Louisiana Scholarship Program (LSP) & LA GATOR

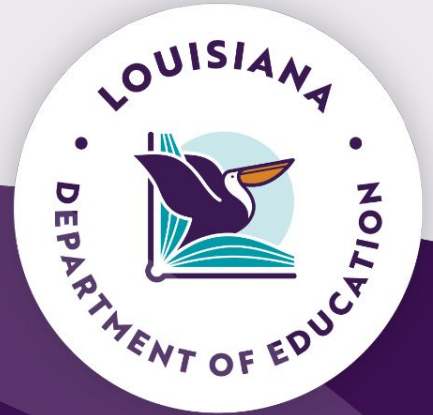
Key Differences



Louisiana Scholarship Program & LA GATOR Comparison

	LSP	LA GATOR
Interface	No online application, platform, or marketplace	Interactive online application, enrollment platform, & marketplace for schools, families, & vendors
Eligible Expenses	Tuition & fees	Tuition, fees, materials, educational therapies, dual enrollment, tutoring, technology, uniforms, & more
Seat Capacity	Fixed by schools from beginning	Flexible for schools & families
Home-Based Education	Not possible in LSP	Possible through extensive marketplace educational options
Public School & Higher Education Participation	Not possible in LSP	Allows public school & higher education provider participation
Fraud Prevention	Standard fraud prevention	Enhanced fraud prevention & hotline

Marketplace Example



Marketplace Example: Math Tutoring


The screenshot displays the Odyssey Marketplace interface. At the top, the Odyssey logo is on the left, and the available balance of \$4,968.30 is shown in the center. On the right, there are icons for search, cart, and user profile. A left-hand navigation menu lists categories such as Electronics, Educational Products, Services, Tutoring, General Education, English, History, Math Tutoring (highlighted), Science, AP Tutoring, Test Prep, Workshops, Virtual Tutoring, Special Needs, Speech Coaching, Online Classes, Test and Exam Fees, After School, Therapy, Class Fees, Internet Services, Music Classes, and Online Based Media. The main content area features a grid of tutoring products:





- EQPD Math Tutoring: 9 Session Package** by EQPD (KOC Solutions), priced at \$520.00, with an "ADD TO CART" button.
- Math Tutoring and Learning Programs** by Mathematics of Boise, priced at \$270.00 - \$1,000.00, with a "SELECT OPTIONS" button.
- Math Tutoring - 1 month package** by Sylvan of Montgomery, priced at \$375.00, with an "ADD TO CART" button.
- Math Tutoring - 60 minutes** by Sylvan of Montgomery, priced at \$35.00, with an "ADD TO CART" button.
- Math Tutoring - 1 Session** by Mathematics of Idaho Falls, priced at \$35.00, with an "ADD TO CART" button.
- 7 hours math tutoring package** by Infinite Potential Tutoring, priced at \$395.00, with an "ADD TO CART" button.
- Maya's Tutoring** by Maya's Tutoring, with no price listed.

Each product card includes a representative image (e.g., EQPD logo, Sylvan Learning logo, a hand writing on a whiteboard, or a stylized 'A+' grade) and a blue button to add the item to the cart.

Marketplace interface with options for tutoring shown.

Marketplace Example: Math Tutoring

Available Balance: \$4,968.30




CHECKOUT

Delivery Option


☒ Free Shipping

Delivery Address (if applicable)

Paul McCartney
1443 Arthur Drive
Provo, UT 84601
(205) 555-1212



Order Summary



Math Tutoring - 1 Session

Quantity: 1 | Mathnasium of Idaho Falls

Tax: \$0.00

\$35.00

Purchase Options


Default:

Student

James McCartney (\$4,324.00)

Subtotal	\$35.00
Tax	\$0.00
Shipping	\$0.00
Order total	\$35.00

SUBMIT ORDER



Odyssey supports Education Savings Accounts (ESAs) and microgrant programs and enables states to administer the programs transparently, approve purchases quickly, and track all financial transactions.

help.li@withodyssey.com

Overview

[For Parents](#)

[For States](#)

[For Vendors](#)

Information

[About Us](#)

[Mission](#)

[Careers](#)

[Contact](#)

[FAQs](#)


Legal

[Privacy Policy](#)

[Terms & Conditions](#)

Copyright ©2023. Odyssey. All rights reserved

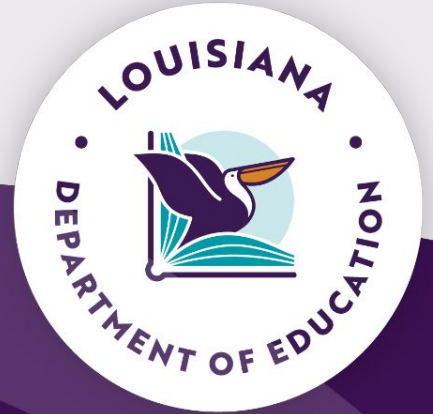
Checkout screen with math tutoring session in student's cart.

The logo of the Louisiana Department of Education, featuring a circular emblem with a bird and the text "LOUISIANA DEPARTMENT OF EDUCATION".

26

Seat Capacity

Projected by Participating Schools in Applications



Seat Capacity

Projected capacity of **42,581** exceeds **34,942** eligible applicants

Grade	Projected Seats	Eligible Applicants
K	4,371	4,562
1st	3,545	3,074
2nd	3,461	3,042
3rd	3,393	3,022
4th	3,311	2,985
5th	3,347	2,972

Seat Capacity

Grade	Projected Seats	Eligible Applicants
6th	3,283	2,754
7th	3,177	2,455
8th	3,303	2,696
9th	2,991	2,556
10th	2,810	1,916
11th	2,855	1,651
12th	2,734	1,257

Contract Overview



Current Contract Overview

- **Contract Date:** 11/25/2024 -06/30/2025
- **Total Contract Amount:** \$910,000
- **Purposes:**
 - Platform Development & Marketplace Implementation
 - Marketing
 - Family Applications
 - Nonpublic School & Service Provider Applications
 - Customer Service
 - Training
 - Financial Management

The current contract
is operating
under budget



Contract Amendment Overview

- **Amended Contract Date:** 11/25/2024 - 06/30/2026
- **Total Amendment Amount:** Up To \$1,934,917
- **Per the amendment terms, Contractor will provide :**
 - Student account administration;
 - A rating system for users to evaluate vendors, products, and services;
 - A management system work plan; and
 - Training tools and videos.



LA GATOR Support Information

- **LDOE's Website:** LAGATOR.la.gov
 - All FAQs and Program Policy
 - Dedicated Pages by Participant Type
 - Program Updates
 - Application Links
- **Odyssey Support**
 - **Phone:** (225) 422-1538
 - **Email:** help.la@withodyssey.com
 - **Instant Chat:** WithOdyssey.com (bottom right corner)



Act 1 (2024) Compliance Checklist

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> LDOE Developed Written Plan for ESA Implementation | <input checked="" type="checkbox"/> Proposals are Sent to Reviewers | <input checked="" type="checkbox"/> Revised Contract Resubmitted to JLCB |
| <input checked="" type="checkbox"/> ESA Bills Passed in 2022 & 2023 | <input checked="" type="checkbox"/> Reviewers Trained on Rubric | <input checked="" type="checkbox"/> JLCB Meeting Without Revised Contract |
| <input checked="" type="checkbox"/> LDOE Developed Updated Plan for ESA Implementation | <input checked="" type="checkbox"/> Reviewers Completed Preliminary Scoring | <input checked="" type="checkbox"/> JLCB Meeting & Revised Contract Approved by JLCB |
| <input checked="" type="checkbox"/> SB 313 (LA GATOR) Filed | <input checked="" type="checkbox"/> LDOE Prepared for Meetings with RFI Respondents | <input checked="" type="checkbox"/> Contract Work Began |
| <input checked="" type="checkbox"/> SB 313 (LA GATOR) Passed | <input checked="" type="checkbox"/> LDOE, BESE, & OTS Conducted Onsite Reviews | <input checked="" type="checkbox"/> School Registration Opened |
| <input checked="" type="checkbox"/> SB 313 (LA GATOR) Signed | <input checked="" type="checkbox"/> Odyssey is Notified of Award | <input checked="" type="checkbox"/> Vendor Application Opened |
| <input checked="" type="checkbox"/> Draft RFI Developed | <input checked="" type="checkbox"/> Contract Negotiations Began with Odyssey | <input checked="" type="checkbox"/> Family Application Opened |
| <input checked="" type="checkbox"/> OSP Signed-Off on RFI | <input checked="" type="checkbox"/> BESE Unanimously Approved Initial Odyssey Contract | <input checked="" type="checkbox"/> BESE Unanimously Approved Extended Contract |
| <input checked="" type="checkbox"/> BESE Approved RFI | <input checked="" type="checkbox"/> Odyssey Contract Submitted to JLCB | <input checked="" type="checkbox"/> JLCB Reviewed Extended Contract |
| <input checked="" type="checkbox"/> BESE & LDOE Appointed Reviewers | <input checked="" type="checkbox"/> JLCB Meeting Without Contract | <input checked="" type="checkbox"/> Family Application Closed |
| <input checked="" type="checkbox"/> RFI is Posted to Public | <input checked="" type="checkbox"/> Contract Renegotiated with Odyssey | <input checked="" type="checkbox"/> Next Implementation Phase Began |
| <input checked="" type="checkbox"/> LDOE Accepted Questions on RFI | <input checked="" type="checkbox"/> BESE Unanimously Approved Revised Contract | <input checked="" type="checkbox"/> JLCB Approval of Extended Contract |
| <input checked="" type="checkbox"/> LDOE Responded to Questions on RFI | | |
| <input checked="" type="checkbox"/> Vendors Finalized their Proposals | | |
| <input checked="" type="checkbox"/> RFI Proposals Submitted to the LDOE | | |



LA GATOR Scholarship Program

Joint Legislative Committee on the Budget



April 23, 2025

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

March 31, 2025

TO: Kimberly Sullivan
Medicaid Executive Director
Louisiana Department of Health

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

RE: OSP Pre-Approval for JLCB
Amendment #2 to contract – Health Management Systems
LaGov PO: 2000641524

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The documents comply with the State Procurement Code and are ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the “**Agency Memo to OSP After JLCB Approval**,” along with the stamped contract from the JLCB.

The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.

If you should have any further questions/comments, please do not hesitate to contact me.

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: _____
LAGOV#: _____
LDH #: _____

Agency Name... _____
(Regional/ Program/ Facility) _____
AND

Contractor Name

Original Contract Amount _____
Original Contract Begin Date _____
Original Contract End Date _____
RFP Number: _____

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: _____ Current Contract Term : _____

Change Contract To: To Maximum Amount: _____ Changed Contract Term: _____

Justifications for amendment:

This Amendment Becomes Effective: _____

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

Health Management Systems

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE	DATE
PRINT NAME	
CONTRACTOR TITLE	

SIGNATURE	DATE
NAME	
TITLE	
OFFICE	

PROGRAM SIGNATURE	DATE
NAME	

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

Date: 2/24/2025 Dept/Budget Unit/Program #: 09/305/200
Dept/Agency/Program Name: LDH/MVA/MVA Purchase Order/Contract #: 2000641524-A2
Agency/Program BA-22 #: 4 Agency/Program Contract #: 305

Fiscal Year for this BA-22: 2025-2026 BA-22 Start/End Dates: 07/01/25 06/30/26
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:
07/01/22 06/30/27
(Start Date) (End Date)

Health Management Systems Inc. 310089156
(Contractor/Vendor Name) (Contractor/Vendor No.)

LDH is requesting to exercise their option to extend the current HMS TPL contract for an additional twenty-four (24) months at the same rates, terms, and conditions. The purpose of this extension is to perform recovery and cost avoidance activities through billing of insurance carriers and submission of claims data to hospital providers to bill carriers as well as through completion of annual hospital and non-hospital credit balance reviews and eligibility support through maintenance of the eligibility resource file. The Third Party Liability (TPL) services for the recovery of Medicaid funds from Liable Third Parties is required by The Centers for Medicare and Medicaid (CMS) in order to receive enhanced federal funding under the Affordable Care Act and in order to comply with State Laws related to COB/TPL specifically the Deficit Reduction Act of 2005 (DRA of 2005).

(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): Yes Amendment Start/End Dates: 07/01/22 06/30/27
(Start Date) (End Date)

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

(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		\$720,000.00	25%	\$3,600,000.00
Interagency Transfers		\$0.00	0%	\$0.00
Fees and Self Gen.		\$0.00	0%	\$0.00
Statutory Dedication		\$0.00	0%	\$0.00
Federal		\$2,160,000.00	75%	\$10,800,000.00
TOTALS		\$2,880,000.00	100.0%	\$14,400,000.00

*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:	Professional Services - Accounting and Auditing
GL/Category Number:	(3440) 5510001/60
Amount Budgeted:	\$150,643,430.00
Amount Previously Obligated:	\$110,000.00
Amount this BA-22:	\$2,880,000.00
Balance:	\$147,653,430.00

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

Agy/Prg Contact: _____
Name: Caleb Dunbar
Title: Medicaid Program Manager 1A
Phone: 225-342-3975

Reviewed/Approved By: _____
Name: Angela Hebert
Title: Medicaid Program Manager 4
Phone: 225-342-6034

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
3052120201 (7115)	305000060E	5510001 (3440)	MVA4B1121BPV	A3050056 FY26	N/A	\$2,400,000.00
3052120201 (7115)	305000060E	5510001(3440)	MVA4B1121BPV	A3050056 FY26	N/A	\$480,000.00
3052120201 (7115)	305000060E	5510001(3440)	MVA4B1121BPV	A3050056 FY27	N/A	\$2,400,000.00
3052120201 (7115)	305000060E	5510001(3440)	MVA4B1121BPV	A3050056 FY27	N/A	\$480,000.00

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1 Goal/ Purpose

The purpose of this Contract is to provide for the implementation, maintenance, and operation of a Third Party Liability (TPL) Module that includes Cost Avoidance, Post Payment Recovery/Health Insurance Billing and Recovery, Coordination of Benefits (CoB), Crowd Out Reporting, Managed Care Entity (MCE) Come Behind Billing and Recovery, Credit Balance Audit, and the Louisiana Health Insurance Premium Payment Program (LaHIPP) on behalf of the Louisiana Department of Health (LDH), in accordance with Federal and State laws, rules, regulations, policies, procedures, manuals, and guidance and the State Plan.

2 Objectives

The Contractor, at a minimum, shall provide:

- A TPL Module incorporating the Centers for Medicare and Medicaid Services' (CMS) Conditions and Standards of service delivery, system adaptability and reusability, interoperability while retaining control of data, auditability, transparency, and focus on the use of IT. The TPL Module must address each of these standards and satisfy the requirements for CMS Medicaid Enterprise System (MES) certification.
- Systems and services compliant with the requirements of 42 CFR 433.138 and 433.139 for the following:
 - Cost Avoidance Program;
 - Post Payment Recovery/ Health Insurance Billing and Recovery Program;
 - MCE Come Behind Billing and Recovery Program;
 - Credit Balance Audit Program;
 - CoB Program; and
 - LaHIPP Program.
- Systems and services compliant with State and Federal requirements, including, but not limited to:
 - Carrier and Clearinghouse interfaces;
 - State and Federal interfaces;
 - Department of Children and Family Services - Child Support Enforcement (DCFS-CSE); and
 - Enterprise Architecture (EA).
 - The TPL Module must integrate with the EA to deliver TPL data to the State's Fiscal Intermediary (FI), MCEs, Louisiana Medicaid Eligibility Determination System (LaMEDS), and other systems designated by the State, as identified by LDH in *Attachment H - Enterprise Architecture Integration Requirements for Enterprise/Statewide Systems*.
- Systems and services compliant with State and Federal reporting requirements, including, but not limited to:
 - Crowd Out Reporting; and
 - Transformed Medicaid Statistical Information Systems (T-MSIS).

3 Definitions and Acronyms

3.1 Definitions

TERM	DEFINITION
Act 421 Children's Medicaid Option (Act 421)	The State Medicaid eligibility group that provides coverage for certain children with a disability residing in the community who would otherwise be eligible for the Louisiana Medicaid Program if they were in a medical institution.
Answer	On a telephone call, this refers to each caller who elects to speak with a live representative.
Agile	An umbrella term for a set of project management methodologies that helps teams provide quick responses to the unpredictable feedback received during a project. It creates opportunities to assess a project's direction during the implementation and make necessary changes to support priority and value outcomes. Agile methodologies share an emphasis on small teams delivering incremental value with great frequency while working in close collaboration with the customer to adapt to changing requirements.
Beneficiary	An individual who the State has determined is eligible to receive medical care, goods, or services through the Louisiana Medicaid Program.
Business Day	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State designated holidays.
Business Hours	8 A.M. to 5 P.M. Central Time on Business Days.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term "days" in this Contract refers to Calendar Days.
Can	Denotes an advisory or permissible action.
Carrier	An entity that administers Health Insurance.
Carrier Code	Unique identifier for a Carrier.
Cost Avoidance Verification (CAV) Card	The business rules governing a data match between a Beneficiary and a Health Insurance policy that enables the Louisiana Medicaid Program to deny Claims with reason of other coverage.
Centers for Medicare and Medicaid Services (CMS)	The organizational unit within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program under Title XXI of the Social Security Act.
Children's Health Insurance Program (CHIP)	A joint Federal-state program authorized in 1997 by Title XXI of the Social Security Act that provides medical assistance for low income children.
Churn	A process where records present on the TPL Master Resource File are removed and added at a later date when the primary information in the re-added record does not indicate the TPL information is new or changed in any significant way from the original record.
Claim	(1) A bill for services, (2) a line item of service, or (3) all services for one Beneficiary within a bill.

Clearinghouse	A public or private entity that does either of the following: 1) Processes or facilitates the processing of information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction; 2) Receives a standard transaction from another entity and processes or facilitates the processing of information into nonstandard format or nonstandard data content for a receiving entity.
Commercial Insurance	Health Insurance that is not administered by a Federal or state governmental entity.
Contract	The written agreement between LDH and the Contractor, which is comprised of the LDH Standard Contract Form – LDH CF-1, including any attachments and exhibits thereto or incorporated therein by reference, and any amendments thereof; Request for Proposals (RFP) #3000015540 and any addenda issued thereto; and the Proposal, including any appendices, attachments, and exhibits thereto or incorporated therein by reference, subject to the Order of Precedence clause, See CF-1, #41 .
Contract Execution Date	The date upon which the Office of State Procurement (OSP) approves this Contract.
Contract Start Date	The effective date of this Contract, as set forth in the LDH Standard Contract Form – LDH CF-1.
Contract Monitor	The person designated by LDH to be responsible for negotiating, administering, and enforcing the terms and conditions of this Contract and the primary point of contact through which all information and/or communication pertaining to this Contract shall flow between LDH and the Contractor.
Contractor	Health Management Systems, Inc.
Contractor Services	The work performed by Contractor for the various projects (e.g., cost avoidance, billing, etc.) that produces the outcomes and deliverables set forth in this Contract.
Contractor System	Refers to Contractor's proprietary Premium Identification, Evaluation, and Reimbursement Case Management System (PIER) and Provider Portal, and State specific inbound and outbound interfaces. The State retains no ownership interest in Contractor Systems.
Coordination of Benefits (CoB)	The activities involved in the determination of liability of identified third parties to meet their legal obligation to pay Claims before the Louisiana Medicaid Program pays for covered services rendered to a Beneficiary.
Cost Avoidance	A method of paying Claims in which the Louisiana Medicaid Program does not reimburse the Provider until the Provider has demonstrated that all other available Health Insurance has been exhausted.
Cost Effective	The cost to the State is less to cover Health Insurance premium, out-of-pocket cost (co-pays, deductible), and administrative fees instead of paying Per Member Per Month (PMPM) rate for Beneficiaries.

Crowd-Out	When coverage provided under the Louisiana Medicaid Program is substituted for group Health Insurance.
Defense Enrollment Eligibility Reporting (DEERS)	A worldwide, computerized database of uniformed service members (sponsors), their family members, and others who are eligible for military benefits.
Denial	A return of a claim from a Carrier with an explanation of benefit (EOB) that denies payment of the submitted Claim.
DevOps	A set of practices that combines software development (Dev) and IT operations (Ops) with the aim to shorten the system development life cycle and provide continuous delivery with high software quality.
Emergency Update	An update necessary to correct the inability of a Beneficiary to receive covered services from a Provider because of incorrect TPL information on the TPL Master Resource File or as otherwise determined by the State.
Emergent Situation	Any maintenance to a Contractor System that is necessary to avoid an immediate threat or instability to Contractor Systems and for which it may be impractical to provide prior notice to the State of such maintenance.
Encounter	Information relating to the receipt of any health care item(s) or service(s) by a Beneficiary through a Managed Care Entity. .
Fee-for-Service (FFS)	A method of Provider reimbursement based on payments for specific covered services rendered.
Fiscal Agent (FA)	A financial institution that acts on behalf of the State to perform the lockbox function.
Fiscal Intermediary (FI)	The State's contractor responsible for an array of support services, including, but not limited to, maintenance and operations of the Medicaid Management Information System (MMIS), Claims and Encounter processing, and clinical prior authorizations.
Health Insurance	Any arrangement whereby an insurance company or other entity, including, but not limited to, a self-insured plan, group health plan as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974, employee welfare benefit plan, service benefit plan, for profit or nonprofit prepaid plan, managed care organization, and pharmacy benefit manager, is, by law, contract, or agreement, legally responsible for furnishing a health care item or service and/or for full or partial payment of a health care item or service.
Louisiana Children's Health Insurance Program (LaCHIP)	The State's CHIP program.
Louisiana Children's Health Insurance Program (LaCHIP) State Plan	The agreement between the State and CMS that specifies the groups of individuals to be covered, services to be provided, reimbursement methodologies, and other administrative activities for LaCHIP.
LaGov	The State's fully integrated system that includes Financials, Logistics, Human Resources Payroll and Business Intelligence.
Louisiana Health Insurance Premium Payment Program (LaHIPP)	The State Medicaid program that reimburses some or all of the premiums for a Beneficiary and their family if they have Health Insurance available through an employer or privately purchased.
Louisiana Medicaid Program	Refers to the State's Medicaid program and LaCHIP.

Louisiana Medicaid State Plan	The agreement between the State and CMS that specifies the groups of individuals to be covered, services to be provided, reimbursement methodologies, and other administrative activities for the State's Medicaid program.
Managed Care Entity (MCE)	A private entity that contracts with LDH to provide covered services to Beneficiaries in exchange for a monthly capitated amount per Beneficiary.
Managed Care Program	A managed care delivery system wherein covered services are provided through MCEs.
May	Denotes an advisory or permissible action.
Medicaid	A joint Federal-State program authorized in 1965 by Title XIX of the Social Security Act that provides medical assistance for low income individuals and families.
Medicare	The Federal program authorized in 1965 by Title XVIII of the Social Security Act that provides medical assistance to individuals sixty-five (65) years of age and older and some individuals with disabilities under the age of sixty-five (65).
Module	A packaged, functional business process or set of processes implemented through software, data, and interoperable interfaces that are enabled through design principles, in which functions of a complex system are partitioned into discrete, scalable, reusable components.
Must	Denotes a mandatory requirement.
Operational Start Date	The first date on which the TPL Module operates as the system of record for Contractor Services.
Open Enrollment	The annual period when a policyholder can enroll, add/remove dependents, and/or otherwise change their Health Insurance selection for the next calendar year.
Overpayment	A payment that should not have been made or that was in excess of the amount that is allowable under the Louisiana Medicaid Program.
Pay and Chase	Circumstances under which the Louisiana Medicaid Program may pay a claim despite identified TPL and then seek to recoup that payment from the liable third party.
Per Member Per Month (PMPM)	Capitated rate paid to the MCEs for providing covered services to Enrollees.
Provider	Any individual or organization enrolled with LDH to provide covered services under the State Plan, or under a waiver of the State Plan.
Proposal	The written documents submitted by the Contractor in response to RFP #3000015540.
Run-Out Period	Three (3) months period after end of this Contract term.
Shall	Denotes a mandatory requirement.
Should	Denotes a desirable action.
State	The State of Louisiana.
State Plan	Refers to the Louisiana Medicaid State Plan and the LaCHIP State Plan.
Third Party Liability (TPL)	The legal obligation of a third party, including, but not limited to, Health Insurance, entities, or programs, to pay all or part of the

	expenditures for medical assistance furnished under the State Plan.
TPL Master Resource File	Single consolidated reference of identified TPL for each Beneficiary including coverage date(s). LDH owns the TPL Master Resource File.
Will	Denotes mandatory requirements.

3.2 Acronyms

ACRONYM	DEFINITION
ACA	Patient Protection and Affordable Care Act
API	Application Programming Interface
APIGW	Application Programming Interface Gateway
APM	Application Performance Monitoring
BCP	Business Continuity Plan
BRE	Business Rules Engine
CCB	Change Control Board
CCI	Consumer Communications
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
CoB	Coordination of Benefits
DCFS-CSE	Department of Children and Family Services-Child Support Enforcement
DDI	Design, Development, and Installation
DEERS	Defense Enrollment Eligibility Reporting
DOA	Division of Administration
DRP	Disaster Recovery Plan
DWH	Data Warehousing
EA	Enterprise Architecture
eBC/DR	Enterprise Business Continuity and Disaster Recovery
FA	Fiscal Agent
EDMS	Electronic Document Management System
ESB	Enterprise Service Bus
FFS	Fee-for-Service
FI	Fiscal Intermediary
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAM/SSO	Identity Access Management & Single Sign On
ITIL	Information Technology Information Library
IV&V	Independent Verification and Validation
JWT	JSON Web Tokens
LaCHIP	Louisiana Children's Health Insurance Program
LaHIPP	Louisiana Health Insurance Premium Payment Program
LaMEDS	Louisiana Medicaid Eligibility Determination System
LDH	Louisiana Department of Health
MCE	Managed Care Entity
MDM	Master Data Management
MES	Medicaid Enterprise System

ACRONYM	DEFINITION
ACA	Patient Protection and Affordable Care Act
API	Application Programming Interface
APIGW	Application Programming Interface Gateway
APM	Application Performance Monitoring
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
OBC	Outcomes Based Certification
OSP	Office of State Procurement
OTS	Office of Technology Services
PHI	Protected Health Information
PIER	Premium Identification Evaluation and Reimbursement
PMPM	Per Member Per Month
RAP	Rapid Action Plan
ROI	Return on Investment
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SAML	Security Assertion Markup Language
SDDC	Software Defined Data Center
SDLC	Software Development Lifecycle
SIEM	Security Information and Event Management
SIT	System Integration Test
SLA	Service Level Agreement
T-MSIS	Transformed Medicaid Statistical Information System
TOGAF	The Open Group Architectural Framework
TPL	Third Party Liability
TTFB	Time to First Byte

4 Systems and Services

4.1 CMS Certified TPL Module

The Contractor shall provide for the development, implementation, maintenance, and operation of a TPL Module that includes Cost Avoidance Program, Post Payment Recovery/Health Insurance Billing and Recovery Program, MCE Come Behind Billing and Recovery Program, Credit Balance Audit Program, CoB Program, and LaHIPP Program within the timeframe agreed to in the project work plan approved by the State.

The TPL Module must be compliant with the requirements for CMS Outcomes Based Certification (OBC) and fully certified within twelve (12) months from the Operational Start Date. The Contractor shall not be responsible for delays due to LDH or any other third party including CMS.

In addition, the TPL Module must comply with CMS' twenty-two conditions and standards set forth in 42 CFR 433.112(b), where applicable.

4.2 Cost Avoidance Program

Unless otherwise specified herein, the Contractor shall develop and implement a Cost Avoidance Program by the Contract Start Date.

4.2.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Build and maintain a comprehensive TPL Master Resource File that shall contain verified, up-to-date TPL information for Beneficiaries. Data requirements and file specifications will be agreed upon by the State and Contractor during project initiation. While the Contractor may propose alternative options for meeting data requirements and file specifications, the State reserves final decision making authority with respect to data requirements and file specifications.
- Migrate and revalidate the existing TPL Master Resource File.
- Verify the accuracy of all TPL information submitted directly to the Contractor by the State, Providers, MCEs, or other State-approved sources within five (5) Business Days of receipt.
- Include all verified TPL information received from the State, Providers, MCEs, or other State-approved sources in the TPL Master Resource File within one (1) Business Day of verification.
- Utilize data obtained via the Carrier and Clearinghouse interfaces to conduct a data match with Louisiana Medicaid Program data to identify and add or update TPL information on the TPL Master Resource File. The data match shall be performed on a schedule consistent with the Contractor's receipt of files from each Carrier or Clearinghouse.
 - Submit data match criteria to the State for review and approval prior to initiating the data match process. Contractor will review the CAV Card with LDH during implementation, annually during Operations Phase, and as requested by the State.
 - Perform data matches with other State agencies and/or Medicare, as directed by the State.
 - Maintain data match agreements with all Carriers that have more than one thousand (1,000) covered lives in the State within ninety (90) Calendar Days of the Contract Execution Date.
- Update the TPL Master Resource File to include all additions, deletion, and updates within thirty (30) Calendar Days of verification of the TPL information.
- Not delete any records from the TPL Master Resource File without prior written approval from the State.
- Complete all Emergency Updates within four (4) Business Hours of receipt, with the exception of Emergency Updates that require a Carrier Code update or addition.
- Complete Emergency Updates requiring a Carrier Code update or addition within one (1) Business Day.
- Perform Carrier Code updates and consolidations and any other requested file clean up as directed by the State. Notify the State within one (1) Business Day of any Carrier Code additions and/or updates required to process the nightly TPL Master Resource File update.

- Maintain an Audit History Report, in a format approved by the State, of all additions, modifications, updates, and deletions to the TPL Master Resource File, including, but not limited to:
 - The date the data was received by the Contractor;
 - The date the data was sent to the State;
 - The details of the addition, modification, update, or deletion; and
 - The purpose of update.
- Make the Audit History Report available to the State for review upon request, within five (5) Business Days of such request.
- Develop and implement a process approved by the State to ensure the TPL Master Resource File is complete and prevents Churn within ninety (90) Calendar Days of the Contract Execution Date.
- Develop and maintain a comprehensive Carrier Code file, including consolidations where required.
- Develop and maintain a comprehensive Scope of Coverage file.
- Develop and implement a comprehensive TPL Master Resource File quality assurance program, which shall be submitted to the State for review and approval within ninety (90) Calendar Days of the Contract Execution Date.
- Build and maintain a comprehensive TPL Master Resource File, Carrier Code file, and Scope of Coverage file.
- Maintain an Audit History Report of all additions, updates, and deletions to the TPL Master Resource file.
- Include all additions, deletions, and changes within thirty (30) Calendar Days of verification of the TPL information.
- Develop and implement a process to minimize Churn. Acceptable levels of Churn will be agreed upon by the State and Contractor once processes are established. While the Contractor may propose alternative options for identifying, minimizing, and/or defining acceptable levels for Churn, the State reserves final decision making authority with respect to the process(es) for identifying, minimizing, and defining acceptable levels of Churn.
- Develop and implement a comprehensive TPL Master Resource File quality assurance program.

4.2.2 Measures

The Contractor shall provide the:

- Number of additions, updates, and deletions per month, by scope of coverage, including separately those not transmitted to the State within thirty (30) Calendar Days of verification of the TPL information. Additions, updates, and deletions shall be reported separately.
- Variance in quarter-to-quarter additions, updates, and deletions to the TPL Master Resource File for the calendar year to date, with detailed explanation available for any for a variance greater than ten percent (10%) from the prior quarter. Additions, updates, and deletions shall be reported separately.

- Number of external source updates received per month, including separately those not processed within five (5) Business Days.
- Number of Emergency Updates not requiring a Carrier Code change per month, including separately those not processed within four (4) Business Hours.
- Number of Emergency Updates requiring a Carrier Code change or addition per month, including separately those not processed within one (1) Business Day.

4.3 Post Payment Recovery/ Health Insurance Billing and Recovery Program

Unless otherwise specified herein, the Contractor shall develop and implement a Post Payment Recovery program by the Contract Start Date to recover payments made by the Louisiana Medicaid Program for which a third party is liable, in accordance with 42 CFR 433.138.

4.3.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Conduct a data match with Louisiana Medicaid Program data utilizing data obtained via the Carrier and Clearinghouse interfaces, to identify and add or update TPL and pursue recovery. The data match shall be performed on a schedule consistent with the Contractor's receipt of files from each Carrier.
 - Submit data match criteria to the State for review and approval prior to the initiating the data match process.
 - Perform data matches with other State agencies or Medicare, where feasible, as directed by the State.
 - Maintain data match agreements with all Carriers that have more than one thousand (1,000) covered lives in the State within ninety (90) Calendar Days of the Contract Execution Date.
- Issue billings to Carriers, except Medicare, for all Claims adjudicated for payment prior to inclusion of the TPL information on the TPL Master Resource File within sixty (60) Calendar Days of the end of the month in which the TPL is identified, in accordance with 42 CFR 433.139 and the State Plan.
- Issue billings to Carriers, except Medicare, for all Pay and Chase Claims within sixty (60) Calendar Days of the end of the month in which the claim is paid, in accordance with 42 CFR 433.139 and the State Plan.
- Pursue follow-up on uncollected Claims within six (6) months of the date the initial billings for such Claims were issued.
- Resolve ninety percent (90%) of Claims within ninety (90) Calendar Days of the follow up date. Ninety percent (90%) is measured as the total number of Claims resolved divided by the total number of Claims billed.
- Develop and implement a collections/recovery process for seeking maximum reimbursement from liable third parties, including Medicare, or directly from Providers for the Louisiana Medicaid Program for both Fee-for-Service (FFS) and MCE Beneficiaries.
- Create, generate, and submit to the State and/or its designee(s) recovery files in the format specified by the State utilizing the State's file and data transfer systems. Recovery files shall be submitted on a schedule approved by the State for both FFS and MCE.

- Recoveries submitted on the file must identify the payer (FFS or MCE), Provider, Beneficiary, and service for which it was obtained. Contractor shall not apply MCE Come Behind recoveries to the FFS recovery file.
- Review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or its designee(s). Contractor has three (3) Business Days to report the cause of the issue and five (5) Business Days to submit a corrective action plan to the State.
- Augment the FI's monthly Medicare recovery efforts to ensure compliance with Federal and State laws, rules, regulations, policies, procedures, manuals, and guidance.
 - Access to Medicare recovery data will be coordinated by the State to ensure non-duplication and timely filing assurance.
- Initiate collection activities for Commercial Insurance within sixty (60) Calendar Days of the end of the month in which the identification of a potentially liable third party resource occurs.
- Follow-up on outstanding accounts receivables within, at the most, six (6) months after the Contractor's initial billings to Carriers.
- Successfully submit recovery files to the State. Contractor shall review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or FI.
- Ensure recoveries submitted on the file are accurate to the payer (FFS or MCE), Provider, Beneficiary, and service for which the recovery was obtained. Contractor shall not apply MCE Come Behind recoveries to the FFS recovery file.
- Work to maximize State recoveries in compliance with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance.

4.3.2 Measures

The Contractor shall provide the:

- Number of Claims and total dollar amount initially billed per Carrier and/or Provider per month for Claims adjudicated for payment prior to inclusion of the TPL information on the TPL Master Resource File, including separately those initially billed more than sixty (60) Calendar Days after the end of the month in which the TPL was identified.
- Number of Claims and total dollar amount initially billed per month for Pay and Chase Claims, including separately those initially billed more than sixty (60) Calendar Days after the end of the month in which the claim was paid.
- Number of Claims and total dollar amount collected for Claims adjudicated for payment prior to inclusion of the TPL information on the TPL Master Resource File per Carrier and/or Provider per month.
- Number of Claims and total dollar amount collected for Pay and Chase Claims per month.

- Number of Claims and total dollar amount resolved per Carrier and/or Provider per month, including separately those initially billed more than nine (9) months prior to resolution.
- Number of Claims and total dollar amount uncollected per Carrier and/or Provider per month, including separately those initially billed more than six (6) months prior.
- Number of Claims and total dollar amount of denied recoveries per Carrier and/or Provider per month, stratified by denial reason.
- Variance in quarter-to-quarter recovery activities (initial billings, collected, resolved, uncollected, and denied) by number of Claims and total dollar amount for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior reporting quarter.

4.4 Managed Care Entity Come Behind Billing and Recovery Program

Unless otherwise specified herein, the Contractor shall implement an MCE Come Behind Billing and Recovery Program by the Contract Start Date to recover payments for which a third party is liable that are not recovered by the MCEs within three hundred sixty-five (365) Calendar Days of the date the claim was submitted.

4.4.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Conduct a data match with Louisiana Medicaid Program data to identify and add or update TPL and pursue recovery, utilizing data obtained via the Carrier and Clearinghouse interfaces. The data match shall be performed on a schedule consistent with the Contractor's receipt of files from each Carrier.
 - Data match criteria shall be submitted to the State for review and approval prior to the initiating the data match process. Contractor will review the CAV Card with LDH during implementation, annually during Operations Phase, and as requested by the State.
 - Perform data matches with other State agencies or Medicare, where feasible, as directed by the State.
 - The Contractor shall have, at a minimum, data match agreements with all Carriers that have more than one thousand (1,000) covered lives in the State within ninety (90) Calendar Days of the Contract Execution Date.
- Issue billings to Carriers, except Medicare, for all Encounters adjudicated for payment prior to inclusion of the TPL information on the TPL Master Resource File that are not recovered by the MCEs within three hundred sixty-five (365) Calendar Days from the date the claim was submitted.
- Pursue follow-up on uncollected Encounters within six (6) months of the date the initial billings for such Encounters were issued.
- Create, generate, and submit to the State or its designee(s) recovery files in the format specified by the State. Recovery files shall be submitted on a schedule approved by the State for both FFS and MCE.
 - Recoveries submitted on the file must be accurate to the payer (FFS or MCE), Provider, Beneficiary, and service for which it was obtained. Contractor shall not apply FFS recoveries to the MCE Come Behind recovery file.

- Review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or its designee(s). Contractor has three (3) Business Days to report the cause of the issue and five (5) Business Days to submit a corrective action plan to the State.
- Perform identification and collection activities for Commercial Insurance that are not recovered by the MCEs within three hundred sixty-five (365) Calendar Days from the date of claim submission.
- Follow-up on outstanding accounts receivables within, at the most, six (6) months after the Contractor's initial billings to Carriers.
- Successfully submit recovery files to the State. Contractor shall review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or FI.
- Submit accurate recoveries on the file in terms of the payer (FFS or MCE), Provider, Beneficiary, and service for which the recovery was obtained. Contractor shall not apply FFS recoveries to the MCE Come Behind recovery file or MCE Come Behind Recoveries on the FFS recovery file.
- Work to maximize State recoveries in compliance with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance.

4.4.2 Measures

The Contractor shall provide the:

- Number of Encounters and total dollar amount initially billed per Carrier and/or Provider per month for Encounters paid prior to inclusion of the TPL information on the TPL Master Resource File.
- Number of Encounters and total dollar amount collected per Carrier and/or Provider per month for Encounters paid prior to inclusion of the TPL information on the TPL Master Resource File.
- Number of Encounters and total dollar amount uncollected per Carrier and/or Provider per month, including separately those initially billed more than six (6) months prior.
- Number of Encounters and total dollar amount resolved per Carrier and/or Provider per month, including separately those initially billed more than nine (9) months prior to resolution.
- Number of Encounters and total dollar amount denied per Carrier and/or Provider per month, stratified by denial reason.
- Variance in quarter-to-quarter come behind recovery activities (initial billings, collected, resolved, uncollected, and denied) by number of Encounters and total dollar amount for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior reporting quarter.

4.5 Credit Balance Audit Program

Unless otherwise specified herein, the Contractor shall develop and implement a Credit Balance Audit program by the Contract Start Date to recover payments made by the Louisiana Medicaid Program for which a third party is liable, in accordance with 42 CFR 433.138.

4.5.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Develop and implement an annual review process and schedule for agreed upon hospital and non-hospital Providers as approved by the State for the purpose of identifying and recovering potential Overpayments for FFS Beneficiaries by means of an amnesty process through Provider self-reviews. A review is considered complete once all Overpayments associated with that review have been received and processed by the State or its designee(s).
- Work to maximize State recoveries from Credit Balance Audits in compliance with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance.
- Provide the State with the transparency into the credit balance audit documentation to review findings to verify compliance.
- Develop and implement an annual review process and schedule for hospital and non-hospital Providers for the purpose of identifying and recovering potential Overpayments on behalf of FFS Beneficiaries by means of an amnesty process through Provider self-reviews.
- Complete annual reviews of agreed upon hospital Providers.
- Work to maximize State recoveries from Credit Balance Audits in compliance with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance.
- Provide the State with the transparency into the credit balance audit documentation to review findings to verify compliance.

4.5.2 Measures

The Contractor shall provide the:

- Number and total dollar amount of Overpayments identified by month, for the calendar year to date.
- Number and total dollar amount of Overpayments collected, by month, for the calendar year to date.
- Variance in quarter-to-quarter Credit Balance Audit activities (Overpayments identified and recovered) by number and total dollar amount for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior quarter.

4.6 Coordination of Benefits Program

Unless otherwise specified herein, the Contractor shall identify liable third parties within the CoB program by the Contract Start Date, in compliance with the Deficit Reduction Act of 2005 (DRA of 2005), which requires states to provide satisfactory assurance that they have laws in effect imposing requirements on health insurers and other potentially responsible parties to ensure the states can effectively coordinate benefit activities with the FI and MCEs.

4.6.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Actively identify, design, and implement solutions to identify and verify potential TPL for Beneficiaries on a real-time basis by establishing an API Gateway with the EA to receive Louisiana Medicaid Program data.
- By Operational Start Date, provide twenty-four (24) months of verified TPL information obtained through data match agreements with Carriers and Clearinghouses for Louisiana residents to the State for access via a secure web portal that should be continuously updated with most up to date information as possible.
 - The data must be searchable by Beneficiary's Social Security number and include the Beneficiary's Date of Birth (DOB), when available.
 - The data specifications shall be determined by collaboration between the State and the Contractor and shall be an on-going process throughout the term of this Contract.
- Implement full capability per Contract requirements by the Operational Start Date. Delivery of unverified TPL via API Gateway with the EA must be available within thirty (30) Calendar Days from the Contract Start Date.
- Actively identify, design, and implement solutions to identify and verify other potential TPL for Beneficiaries.
- Provide user credentials for State staff to utilize the secure web portal within thirty (30) Calendar Days from the Contract Start Date.

4.6.2 Measures

The Contractor shall provide the number of calls to the secure web portal per reporting month.

4.7 Louisiana Health Insurance Premium Payment Program

No later than six (6) months after the Contract Start Date, the Contractor shall provide and administer a comprehensive LaHIPP program that subsidizes the cost of Health Insurance when deemed Cost Effective to the State.

4.7.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Provide an automated application and renewals Contractor System and process no later than six (6) calendar months from the Contract Start Date for individuals to apply for LaHIPP to replace the current paper application and renewal process. The State reserves the right to conduct testing prior to operational implementation.
- Successfully interface with the State accounting system for processing, reporting, and disbursing LaHIPP premium payments.
- Create response records and error reports for all files submitted to the Contractor by the State accounting system. Response records and files shall be returned to the submitter

acknowledging an acceptance or rejection of the record or file. If the record or file is rejected, a reason for the rejection must be supplied. Detailed error reports for data submitted shall be returned to the submitter within one (1) Business Day of receipt.

- Review, correct, and resubmit any errors and rejected records as identified on reject reports from the State accounting system within five (5) Business Days.
- Process LaHIPP eligibility tasks, notices, mail and any other work related to administration of LaHIPP.
- Upload LaHIPP decision notices to LaMEDS EDMS, in a method to be determined by the State.
- Process all State required forms for the establishment of Beneficiary direct deposit in the timeframe to be determined by the State.
- Identify and perform outreach to potential LaHIPP Beneficiaries as directed by the State or its designee.
- Develop LaHIPP information and educational materials to be distributed to stakeholders such as Beneficiaries, potential Beneficiaries, Employers, Providers, Carriers, and the State staff as approved by the State.
- Identify potentially eligible LaHIPP cases through the referral process and send application packet and follow up with phone contact within seven (7) Business Days after application packet is sent.
- Identify potentially eligible LaHIPP cases by performing a Cost Effectiveness analysis.
 - If reimbursement of the premium is determined to be Cost Effective, approve the LaHIPP case and issue notice to the policyholder.
 - If reimbursement of the premiums is determined to not be Cost Effective, deny the application.
- Track active Cost Effective cases monthly to confirm continued Louisiana Medicaid Program enrollment in LaMEDS and active TPL prior to issuing premium reimbursement.
- Identify and report monthly to the State any Overpayments made to policyholders after the case's end date. Develop and implement a recovery process for all Overpayments identified by issuing a remittance notice to the policyholder for the total amount of the Overpayment and list each month and the amount case was ineligible for premium reimbursement.
- Send renewal packets thirty (30) Calendar Days prior to the first Calendar Day of the policyholder's Open Enrollment and process renewals prior to the end of the policyholder's Open Enrollment.
- Provide a case management and renewal Contractor System that tracks LaHIPP enrollment, Health Insurance coverage dates, LaHIPP renewal dates, and process LaHIPP renewals within thirty (30) Calendar Days of the renewal date.

- Perform monthly reconciliation of LaHIPP payment data from the approved LaHIPP case management Contractor System to the State systems. Reconciliation should include missed, incorrect partial, and outstanding payments: voids may be conducted at least thirty (30) Calendar Days from the check date, stop payments, reissues after payment has been voided, stale dated checks thirty (30) to one hundred eighty (180) Calendar Days from the date of payment and cleared payments.
- Review active LaHIPP cases, as needed, when eligibility requirements change due to loss of Louisiana Medicaid Program and/or Health Insurance coverage, in addition to annual review during plan's to confirm continued Cost Effectiveness as approved by the State and send decision notice of the case status to the policyholder of the LaHIPP case, where appropriate, the same day case decision is rendered.
- Track and report all inquiries and contacts, including phone, email, web chat, correspondence, and any other communication method utilized by Contractor on a monthly basis, including detail and summary information for the reporting month.
- Provide the State access for online retrieval of all information regarding telephone inquiries and contacts, including but not limited to:
 - Date and time of call
 - Purpose of the call
 - Detailed response and information provided
 - Call center agent ID
 - Beneficiary/ Client name
 - Employer name
 - Carrier name and policy number
- Issue LaHIPP check writes monthly on a schedule agreed to by the State.
- Accurately generate LaHIPP payments to the correct payee ninety-nine percent (99%) of the time per check write. LDH and Contractor will mutually agree upon the evaluation criteria, reporting format, and frequency.
- Develop a comprehensive LaHIPP quality assurance program which shall be reviewed and approved by the State that includes, but is not limited to, the quality assurance activities for premium payment accuracy, Cost Effectiveness calculation accuracy, and application and renewal processing accuracy and timeliness.
- Update, maintain, and store all data needed for administration of LaHIPP and quality monitoring activities. Contractor will retain data for a time period compliant with State and Federal retention requirements.
- Provide an automated application and renewal Contractor System and process within one hundred eighty (180) Calendar Days from the Contract Start Date for individuals to apply for LaHIPP that will replace the current paper application and renewal process.
- Provide a case management and renewal Contractor System that tracks LaHIPP enrollment, coverage dates, LaHIPP renewal dates, and process LaHIPP renewals at least thirty (30) Calendar Days prior to the renewal date.

- Process LaHIPP eligibility tasks, notices, mail and any other work related to administration of LaHIPP.
- Interface with the State accounting system for processing, and reporting of LaHIPP premium payments.
- Identify potentially eligible LaHIPP cases by performing a Cost Effectiveness analysis. If payment of the policy premium is determined to be Cost Effective, establish the LaHIPP case and issue notice to the policyholder; if determined not to be Cost Effective, deny the application.
- Complete the LaGov policyholder registration process.
- Perform outreach and education to potential LaHIPP Beneficiaries in accordance with State-approved Quarterly Outreach and Education plans.
- Develop a comprehensive LaHIPP quality assurance program which shall be reviewed and approved by the State within one hundred eighty (180) Calendar Days from the Contract Start Date.
- Issue check writes on a schedule as determined by the State.
- Accurately generate LaHIPP payments in the correct amount and to the correct payee for ninety-nine percent (99%) of all payments issued in the reporting period.
- Review, correct, and resubmit any errors and rejected records as identified on reject reports from the State's accounting system within five (5) Business Days.
- Provide the State access for online retrieval of all information regarding call center inbound and outbound calls.

4.7.2 Measures

The Contractor shall provide the:

- Number of referrals of potentially eligible LaHIPP cases per month by source, including separately those where application packet and follow up phone call were not performed within seven (7) Business Days.
- Number of LaMEDS referrals completed per month by Louisiana Medicaid Program eligibility category/type case. Stratified by those received, pending, approved, and rejected.
- Variance in quarter-to-quarter referral activities (received, pending, approved, and rejected) for the calendar year to date, with detailed explanation for variance greater than ten percent (10%) from the prior reporting quarter.
- Number of LaHIPP applications received, pending, approved, and rejected per month, by category/type case and stratified by source.
- Number of LaHIPP applications completed per month, by Louisiana Medicaid Program eligibility category/type case. Stratified by those approved and rejected. Rejections should be reported by rejection reason.
- Variance in quarter-to-quarter LaHIPP application activities (received, pending, approved, and rejected) for the calendar year to date, with detailed explanation

available for variance greater than ten percent (10%) from the prior reporting quarter.

- Number of LaHIPP renewal packets sent per month, including separately those not sent at least thirty (30) Calendar Days prior to the first Calendar Day of the policyholder's Open Enrollment period.
- Number of LaHIPP renewals completed each month, by Louisiana Medicaid Program eligibility category/type case. Stratified by those approved and closed. Closures should be reported by closure reason.
- Number of LaHIPP renewals received each month, by Louisiana Medicaid Program eligibility category/type case.
- Number of LaHIPP renewals pending each month, by Louisiana Medicaid Program eligibility category/type case. Report should identify specific renewals that are outstanding or at risk of termination.
- Variance in quarter-to-quarter LaHIPP renewal activities (received, pending, approved, closed, and deemed out of conformity) for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior reporting quarter.
- Number of active LaHIPP cases per month, by Louisiana Medicaid Program eligibility category/type case.
- Number of newly approved LaHIPP cases (was not active prior month) per month.
- Number of cases with "suspend status" per month by LaHIPP case Id.
- Number of newly approved LaHIPP cases per quarter.
- Number of Beneficiaries that received premium reimbursements per quarter.
- Number of non-Beneficiaries that received premium reimbursement per quarter.
- Amount of cost savings (including partial PMPM payments for behavioral health and NEMT services) to the State for not paying full PMPM on Beneficiaries enrolled in LaHIPP; however exclude waiver Claims.
- Annual report of the average number of Beneficiaries enrolled in LaCHIP and LaHIPP for current FFY, average monthly amount the State pays towards coverage of a LaCHIP Beneficiary, average monthly amount an employer pays towards the coverage of a LaCHIP Beneficiary, and an average monthly amount the policyholder pays toward the coverage of a LaCHIP Beneficiary.
- Annual SFY report that provides the counts each month of number of new LaHIPP cases, total Beneficiaries enrolled in LaHIPP, breakdown of count of Act 421 Children's Medicaid Option (Act 421) Beneficiaries, count of non-Expansion Beneficiaries (excluding Act 421 Beneficiaries), count of Expansion Beneficiaries, count of non-Beneficiaries, and total count of lives covered (including Beneficiaries and non-Beneficiaries enrolled in Health Insurance, plan tier selection, and benefits from premium reimbursement).

- Total count of paid premium for non-Expansion Beneficiaries (exclude Act 421 Beneficiaries), total count of paid premiums of Expansion Beneficiaries, and total count of paid premiums for Act 421 Beneficiaries.
- Total amount paid for FFS (premiums + wrap), average PMPM average cost for behavioral health non-emergency medical transportation: non-Expansion Beneficiaries (exclude Act 421 Beneficiaries), Expansion Beneficiaries, and Act 421 Beneficiaries.
- Number of LaHIPP cases closed per month, by closure reason and Louisiana Medicaid Program Eligibility category/type case.
- Variance in quarter-to-quarter LaHIPP case load (active and closed cases) for the calendar year to date, with detailed explanation for variance greater than ten percent (10%) from the prior reporting month.
- Number of LaHIPP decision notices uploaded to LaMEDS EDMS for the reporting month.
- Variance in quarter-to-quarter LaHIPP decision notice uploads for the calendar year to date, with detailed explanation for variance greater than ten percent (10%) from the prior reporting quarter.
- Number and total dollar amount of premiums, missed and partial payments, and Overpayments paid and Overpayments recovered per month. Premiums, underpayments, and Overpayments paid and Overpayments recovered shall be reported separately.
- Number and total dollar amount of premiums not paid on schedule per month.
- Variance in quarter-to-quarter LaHIPP premium payment activities (premiums paid, missed payments, partial payments, and Overpayments) for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior reporting quarter.
- Number of LaHIPP accounting processing errors per month for the calendar year to date.
- Variance in quarter-to-quarter LaHIPP accounting processing errors for the calendar year to date, with detailed explanation for variance greater than ten percent (10%) from the prior reporting quarter.
- Variance in quarter-to-quarter LaHIPP call center activities (incoming calls, outgoing calls, Answer time, transfers, and calls per resolution type) for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior reporting quarter.
- Variance in quarter-to-quarter LaHIPP Beneficiary inquiries (per type of inquiry and type of resolution) for the calendar year to date, with detailed explanation available for variance greater than ten percent (10%) from the prior reporting quarter.

4.8 Interface Requirements

The Contractor shall take all steps necessary, as determined by the State, to ensure that the Contractor System interfaces with State IT applications. Contractor interface connections with the

State or other State vendors shall be established, monitored, and maintained in compliance with the State's Information Security Policy located at:

<https://www.doa.la.gov/doa/ots/policies-and-forms/>

4.8.1 Contractor Responsibilities

At a minimum, the Contractor shall establish an interface through the EA with the sources identified herein to support cost avoidance, post payment recovery/ Health Insurance billing and recovery, MCE come behind billing and recovery, credit balance audit, CoB, and LaHIPP.

Additional interfaces will be developed and implemented with the participation and engagement of all stakeholders.

4.8.1.1 *Carrier and Clearinghouse Interfaces*

Contractor will work with Carriers and Clearinghouses to establish a monthly data feed as required by LAC 50:I.8311.

In the event of Carrier or Clearinghouse non-compliance, Contractor will report to the State within thirty (30) Calendar Days of identification. The Contractor shall continue all attempts to resolve Carrier or Clearinghouse non-compliance unless otherwise directed by the State.

4.8.1.2 *State Interfaces*

The Contractor shall meet timelines and security requirements set by the State for integration with the State Interfaces. The Contractor shall work with the State and its designee(s) as required to meet the deliverables of this Section.

- LaMEDS and EA:
 - To obtain Beneficiary eligibility data,
 - To send TPL and LaHIPP data, and
 - To provide access to verified TPL information at time of eligibility determination via a CoB portal.
- FI and MCEs – daily and weekly to transmit additions, updates or deletions to the TPL Master Resource File.
- MCEs – To obtain records of TPL information from all MCEs that shall be used to validate and add and/or update TPL information on the TPL Master Resource File.
- DCFS–CSE – To obtain monthly file to perform a data match with support enforcement information system data in accordance with Federal and State laws, rules, regulations, policies, procedures, manuals, and guidance, and State Plan, including, but not limited to, La. R.S. 46:236.1.11.

4.8.1.2.1 *Specific Contractor Responsibilities for State Interfaces*

- Comply with any data requirements and file specifications provided by, or on behalf of, the State for any and all data or files transmitted by utilization of the State's file and data transfer systems.

- Process all records and/or files delivered via the State's file and data transfer systems from LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State. This includes, but is not limited to, accepting and processing eligibility data, LaHIPP referrals, trigger notices, documenting case actions, and obtaining Beneficiary information.
- Create response records and error reports for all data and files submitted to the Contractor by LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State. Responses shall be returned to the submitter acknowledging acceptance or rejection of the data and/or file. If a record is rejected, a reason for the rejection must be supplied. Detailed error reports for data submitted shall be returned to the submitter within twenty-four (24) hours of receipt.
- Work with LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State to resolve any issue causing errors and rejected records in the Contractor System within five (5) Business Days.
- Process all records included in the weekly full reconciliation file from LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State and provide a response file and/or report.
- Submit TPL and LaHIPP data to LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State containing any additions, updates, or deletions to the TPL Master Resource File utilizing the State's file and data transfer systems.
- Submit a weekly reconciliation file to LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State containing all active TPL and LaHIPP data utilizing the State's file and data transfer systems.
- Review, correct, and resubmit any errors and rejected records as identified on file reject reports or reconciliation reports to or from LaMEDS, MCEs, FI, EA DCFS-CSE, and/or other designee(s) of the State within five (5) Business Days of receipt.
- The Contractor shall process all records delivered via the State's file and data transfer systems from LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State.
- The Contractor shall submit all TPL and LaHIPP data via a nightly incremental file or real time API-GW and weekly full/ reconciliation file to the FI, EA, DCFS-CSE and/or other designee(s) of the State.
- The Contractor shall review, correct, and resubmit any errors and rejected records as identified on reject or reconciliation reports from LaMEDS, MCEs, FI, EA, DCFS-CSE and/or other designee(s) of the State within five (5) Business Days.
- Contractor shall interface with the EA to receive data from LaMEDS, FI, EA, DCFS-CSE and the State's designees to accept and process LaHIPP referrals, trigger notices, document case actions, and obtain Beneficiary information.

4.8.1.2.2 Measures for State Interfaces

The Contractor shall provide the:

- Total number of records processed daily by the Contractor, the number of errors identified daily, and the number of errors identified that are not resolved within five (5) Business Days and reported monthly. Report shall be stratified by the source of

the data (LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State) and reported monthly.

- Total number of records sent daily and/or weekly to LaMEDS, MCE, FI, EA, and/or other designee(s) of the State, the number of exceptions or rejections returned to the Contractor, and the number of exceptions or rejections that are not resolved within five (5) Business Days and reported monthly. Report shall be stratified by the source of the exception or rejection (LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State) and reported monthly.
- Total number of records processed on weekly reconciliation file by the Contractor, the number of errors identified, and the number of errors identified that are not resolved within five (5) Business Days and reported monthly. Report shall be stratified by the source of the data (LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State) and reported monthly.
- Total number of records sent via the weekly reconciliation to LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State, the number of exceptions or rejections returned to the Contractor, and the number of exceptions or rejections that are not resolved within five (5) Business Days. Report shall be stratified by the source of the exception or rejection (LaMEDS, MCE, FI, EA, and/or other designee(s) of the State) and reported monthly.
- Variance in quarter-to-quarter inbound or outbound processing errors (LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State) for the calendar year to date, with the detailed explanation available for any variance greater than five percent (5%) from the prior quarter.

4.8.1.3 Federal Interfaces

The Contractor shall meet timelines and security requirements set by the State for integration with the Federal Interfaces. The Contractor shall work with the State and the designated Systems Integrator (SI) as required to meet the deliverables of this Section.

- Defense Enrollment Eligibility Reporting System (DEERS) – Contractor shall perform annual electronic data match with DEERS in accordance with the date and file formatting required by DEERS. DEERS shall be used in conjunction with the annual file.
- Social Security Administration (SSA) - Contractor shall receive and process files from the SSA on a schedule defined by the State. The information received from the SSA files will be verified by the Contractor and returned to the State within forty-five (45) Calendar Days of receipt from the State.

4.8.1.4 Enterprise Architecture

The Contractor shall meet timelines and security requirements established in the project work plan for integration with the EA. The Contractor shall work with the State and its designee(s) as required to meet the deliverables of this Section.

The EA provides additional functionality to Contractor System by re-using components so that these functional areas are not duplicated within the system. The Contractor shall integrate with the EA using the following components:

- **API Gateway (APIGW)** - Applications must communicate through the APIGW to access other enterprise components and to integrate via web services (SOAP or RESTful) to systems both inside and outside of the State's network.
- **Enterprise Service Bus (ESB)** - The ESB provides API connections to legacy applications and mainframe systems in addition to providing support for process queues. Access to the ESB is provided via web services (SOAP or RESTful) or through message queues.
- **Identity Access Management & Single Sign On (IAM/SSO)** - All users, both internal and external, must be validated through a common security portal using Security Assertion Markup Language (SAML) for authorization and authentication. The use of JSON Web Tokens (JWT) may be approved by the State.

Contractor is highly encouraged to use the following components. If the solution will not use the following components, Contractor must explain in detail why an alternate approach is necessary and beneficial to the State:

- **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an "entity" or a "person", to improve data integrity within and across applications Statewide. Use of the MDM is highly encouraged by the State's Enterprise Data Management group to develop Statewide master person/entity relationships across the enterprise.
- **Data Warehousing (DWH)** - Statewide data storage system that allows for cross application or even Statewide reporting of information.
- **Electronic Document Storage (EDMS)** - Document storage system that allows flexible and scalable storage of a variety of file types.
- **Consumer Communications (CC)** - Allows for the production and distribution of internal and external communications via print, email, and SMS. The CC component fully integrates into the State's Enterprise Print Center for print and mail fulfillment.
- **Business Rules Engine (BRE)** - Creates and maintains the rules that underlie the decision logic within an application.

4.9 Additional Reporting Requirements

4.9.1 Contractor Responsibilities

At a minimum, the Contractor shall comply with the additional reporting requirements outlined below:

4.9.1.1 *Transformed Medicaid Statistical Information Systems*

For purposes of T-MSIS, the Contractor shall:

- Design and implement a TPL solution where the data fields, data file layout, values, updates and changes are in compliance with T-MSIS reporting requirements.
- Validate data, file layout, fields, and values that are required for T-MSIS for accuracy, completeness, consistency, and appropriateness to the T-MSIS specifications.

- In addition, all CMS Standard Operating Procedures document requirements and stipulations must be met. CMS pre-acceptance T-MSIS edits needs to be incorporated in data validations to ensure that applicable file data submissions to CMS are consistent, accurate and timely.

4.9.1.2 Crowd Out Reporting

For purposes of Crowd Out Reporting, the Contractor shall:

- Provide data and reporting relative to Crowd Out in a format and with specified content as determined by the State prior to first report submission. Reporting frequency and submission date(s) will be mutually determined by the State and the Contractor.
- Provide the data match methodology used for Crowd Out reports that must include an evaluation of TPL data for a period of one hundred eighty (180) Calendar Days prior to enrollment in the Louisiana Medicaid Program.

4.10 Administrative Services

4.10.1 Call Center

At a minimum, the Contractor shall:

- Within ninety (90) Calendar Days from the Contract Start Date, provide and maintain a call center with sufficient staff to meet or exceed the Call Center Standards.
- Provide, maintain, and operate a dedicated toll-free hotline/call center/ TPL verification unit.
- Sufficiently staff the call center to fulfill the requirements of this Contract related to recovery, cost avoidance, file maintenance, and LaHIPP.
- Respond within one (1) Business Day to Beneficiary, Provider, attorney, employer, Clearinghouse, and Carrier questions, inquires and resolve TPL concerns for the Louisiana Medicaid Program.
- Maintain call center operations during Business Hours.
- Meet or exceed the following Call Center Standards:
 - Average Speed to Answer (ASA):
 - Answer ninety percent (90%) of all calls within thirty (30) seconds during Business Hours.
 - Answer ninety-five (95%) of all calls within forty-five (45) seconds during Business Hours.
 - Answer ninety-nine percent (99%) of all calls within sixty (60) seconds during Business Hours.
 - Incoming Call Capacity:
 - Incoming call capacity usage shall not exceed ninety-five percent (95%) during Business Hours.
 - Hold Time:
 - The average hold time, computed on a weekly basis, shall not exceed one hundred twenty (120) seconds.
 - Hold time is defined as the time (in seconds) elapsed before response by a live representative to the caller's inquiry.

- Abandon Rate:
 - The average abandon rate, computed on a weekly basis, shall not exceed five percent (5%).
 - A call is considered abandoned after the first thirty (30) seconds when a caller chooses to disconnect after the introductory message and prior to being connected to a staff member or voice mail.
- Provider Telephone Inquiry Response Timeliness:
 - Respond to one hundred percent (100%) of Provider telephone inquiries within one (1) Business Day of receipt.
- Provider Written Inquiry Response Timeliness:
 - Respond to one hundred percent (100%) of written Provider correspondence within five (5) Business Days of receipt.
- Call Documentation:
 - One hundred percent (100%) of all calls shall be documented with appropriate topic, status, and resolution data in a manner that can be reported in summary or detail, based upon State request and mutually agreed upon reporting requirements.

4.10.1.1 Measures

The Contractor shall provide the following information monthly:

- ASA, computed on a daily basis.
- Incoming call capacity usage, weekly reports to be included with each monthly report
- Average hold time, computed on a weekly basis.
- Average abandon rate, computed on a weekly basis.
- Number of Provider telephone inquiries not responded to within one (1) Business Day of receipt.
- Number of Provider written inquiries not responded to within five (5) Business Days of receipt.

4.10.2 TPL Provider Relations Services

At a minimum, the Contractor shall:

- Provide for secure, web-based access to claim information for all Providers, within ninety (90) Calendar Days from the Contract Start Date, in order to fulfill the requirements of La. R.S. 46:446.6. For each Louisiana Medicaid Program reclamation claim paid by a Carrier, provide claim identifying information (control number, patient account number), comprehensive insurance billing data, payment information, and posting date of payment.
- Provide electronic notification to Providers when payment updates are available and host data on a web server for a minimum of sixty (60) Calendar Days after notification to the Provider.
- Provide for submission of extension requests via a web portal for Claims for which the Provider must bill and provide a portal for Providers to review the status of submitted inquiries with regard to recovery Claims within the web portal.

- Develop and implement a TPL and LaHIPP Provider training curriculum within ninety (90) Calendar Days of the Contract Execution Date.
- Maintain an adequately staffed Provider inquiry line during Business Hours.

4.10.3 TPL Collections Lockbox

At a minimum, the Contractor shall:

- Direct that the liable third parties shall submit payment to the State.
 - All collections shall be handled through the FI by utilizing a secure deposit system, a digital lockbox.
 - State approved lockbox collection system must be established and operational within sixty (60) Calendar Days from the Contract Start Date.
- Be responsible for the payment of all costs associated with the establishment and operation of the lockbox.
 - Payment shall be made no later than thirty (30) Calendar Days from receipt of the invoice to the FI.
- Request that the FI provide images of all checks, remittance notices, and any other information sent by the liable third parties to the FI.
 - Copies of said checks and remittance notices must be made available to the State upon request at no cost to the State.
- Notify the State of any refunds due to Carriers or Providers when a refund is due.
- Monitor and evaluate the recovery process, including identifying and reporting any deficiencies or issues needing to be resolved along with recommended solutions within two (2) Business Days of identification.
- Meet with State on a regular basis, or at least monthly, as determined by mutual agreement between the State and the Contractor.

The State will reconcile the information provided by the Contractor with the deposits made into the secure deposit system, add a Payment Information Voucher (PIV) number to the file, and return said file to the Contractor.

- Any reconciliation differences must be resolved within thirty (30) Calendar Days of the Contractor's receipt of the returned file.
- In instance of reconciliation differences, the State and the Contractor shall discuss and come to an agreement on the best method to resolve the differences.
- The Contractor is responsible for including the PIV number with the other related data in the adjustment file submitted by the Contractor to the FI.

4.11 Run-Out Period

No Provider recovery projects (i.e., Commercial Insurance and Medicare) shall begin within three (3) months of the end of this Contract term without prior written approval from LDH.

Upon termination of this Contract, except in the instance of Termination for Cause or Convenience, the Contractor shall have an additional period of three (3) months to continue follow-up activities.

4.11.1 Follow-up Activities

The Contractor shall:

- Be responsible for identification and collections efforts during the follow-up period.
- Be responsible for resolution of coverage or referral to the Commissioner of Insurance in cases where a denial for timely filing or prior authorization is received from a Carrier and is less than thirty-six (36) months from the date of service.

5 Additional Deliverables

5.1 Plans

The Contractor shall provide the following plans to the State for review and approval based on the timeframes specified for each. No plan is considered final until it is approved in writing by the State. Failure to receive written State approval is equivalent to non-submission.

5.1.1 Work Plan

The Contractor shall develop and submit a work plan for all deliverables provided for in this Contract within thirty (30) Calendar Days from the Contract Start Date. The Work Plan shall employ an Agile-based iterative approach for all phases of this Contract. At a minimum the Work Plan shall include:

- Tasks associated with the Contractor's establishment of a "project office" or similar organization with which the Contractor shall manage TPL activities.
- Itemization of activities that the Contractor shall undertake during the period between the Contract Start Date and the Operational Start Date. These activities shall be comprehensive to the scope of services of this Contract and have established deadlines and timeframes that conform to the timelines set forth in this Contract.
- Identification of staff that shall be responsible for each activity.
- Identification of interdependencies between activities in the work plan.
- Identification of the defined roles and responsibilities for project stakeholders including Contractor staff, State staff, other State contractors, and OTS.
- A schedule for all projects that defines estimated timeframes for startup and timing of deliverables.

Changes to the Work Plan shall be the responsibility of the Contractor and shall be subject to written approval from the State.

5.1.2 Quality Assurance Plan

The Contractor shall develop and submit a Quality Assurance Plan for service delivery, Contractor System and operational readiness, and implementation activities noted herein within thirty (30) Calendar Days from the Contract Start Date. The Quality Assurance Plan shall address the Contractor's quality program to include the following components, at a minimum:

- Submittal reviews.
- Correction of non-compliant work.

- Approach to addressing quality control failures and timely adjudication to include measures to assure non-reoccurrence.
- Activities and progress of all phases of this Contract, with emphasis on User Acceptance Testing, data conversion, and implementation readiness.
- Schedule performance management.
- Risk management including recommendations, as necessary, for addressing any issues relative to the successful implementation and operation.
- Delegation procedures that will coordinate how issues, risks, and project developments will be communicated to the State Project Manager and relevant State personnel.

5.1.3 Risk Management Plan

The Contractor shall develop and submit a Risk Management Plan to the State within sixty (60) Calendar Days from the Contract Start Date. The final Risk Management Plan must be approved by the State prior to implementation by the Contractor and shall, at a minimum, address any potential implementation risks including but not limited to the following:

- Delays in building the appropriate organization, inclusive of delays in hiring and training staff required to operate in accordance with the requirements of this Contract.
- Delays in construction and or acquisition of office space and the delivery of office equipment for staff required to operate in accordance with the requirements of this Contract.
- Delays in receipt of data from Carriers, Clearinghouses, the State, and/or its designee(s).
- A problem with the call center required for interacting with attorneys, Providers, Carriers, Clearinghouses, Beneficiaries, etc.
- Problems with Contractor System required for carrying out the requirements of this Contract.

The Risk Management Plan for each scenario identified shall include, at a minimum, the following:

- Risk identification and mitigation strategies.
- Implementation plans for the identified risk mitigation strategies.
- Monitoring and tracking tools.

The Contractor shall maintain and update the risk management plan as required by the State.

5.1.4 All Hazards Plan

The Contractor shall develop and submit an All Hazards Plan no later than thirty (30) Calendar Days from the Contract Start Date. The Contractor shall be continually ready to invoke an All Hazards Plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) and continue essential application or system functions during or immediately following failures or disasters. The All Hazards Plan shall include a disaster recovery plan (DRP) and business continuity plan (BCP).

A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the All Hazards planning process is a best practice.

At a minimum, the All Hazards Plan shall address the following scenarios:

- The central computer installation and resident software are destroyed or damaged.
- The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transactions that are active in a live system at the time of the outage.
- System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system.
- System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system and causes unscheduled system unavailability.

The All Hazards Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster. Contractor shall be capable of restoring the system according to the following objectives:

- Recovery Time Objective (RTO) of eight (8) hours.
- Recovery Point Objective (RPO) of one (1) hour.

The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore system functions. In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to the State describing how the failure shall be resolved within ten (10) Business Days of the conclusion of the test.

As part of its All Hazards Plan, the Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files. The data back-up policy and procedures shall include, but not be limited to:

- Descriptions of the controls for back-up processing, including how frequently back-ups occur.
- Documented back-up procedures.
- The location of data that has been backed up (off-site and on-site, whether physical or if through a backup service like AWS/Microsoft Cloud, etc., as applicable).
- Identification and description of what is being backed up as part of the back-up plan.
- Any change in back-up procedures in relation to the Contractor's technology changes.
- A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

5.1.5 Transition Plan

The Contractor shall develop and submit a Transition Plan within sixty (60) Calendar Days from the Contract Start Date. The Transition Plan outlines the procedures and timelines to ensure continuity of services during the hand-off to a successor contractor at the end of this Contract term or in the event of Contract termination. The Contractor shall provide full support and assistance in the transition of

operations to the State or to a successor contractor in order to minimize any disruption of services covered under this Contract.

The Contractor must:

- Include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that the State, at its sole discretion feels is necessary to effect a smooth transition to the successor contractor.
- Provide training and knowledge transfer to State or successor contractor in the use, operation, and maintenance of computer programs, policies, and procedures. The training will utilize current and complete documentation, instruction materials, and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor contractor personnel as deemed necessary by the State.
- Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to the State annually with a final comprehensive assessment completed no later than six (6) months before the end of this Contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing the State procedures and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete, and in accordance with these requirements annually.
- Transfer the State's data and associated records in Contractor's possession to the successor contractor or to the State. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval, and certification while the transfer is executed. The transfer will be completed within ten (10) Calendar Days after receipt of a request from the State.
- Transfer all data, case notes, files, and documentation in an electronic format to the successor within ten (10) Calendar Days of receipt of a request from the State.

The Transition Plan must be adhered to within thirty (30) Calendar Days of the end of this Contract term, unless otherwise mutually agreed upon by both the Contractor and the State.

5.2 Operational Reporting

The Contractor shall work with the State and agree to the required timelines for the delivery of all operational reporting. The Contractor shall provide all documentation and/or reporting on a schedule approved by the State sufficient for accurate and comprehensive tracking of measures and overall service delivery included within this Contract for each service, requirement, and deliverable. Reporting may be via custom developed or predefined template reports as well as custom or predefined dashboards. The State retains the right to determine what is sufficient documentation and/or reporting. The State also reserves the right to require additional reports and/or modification to existing reports it deems necessary for proper monitoring and oversight of this Contract, which will be evaluated under the change management process in Section 5.6. If the State requests additional reports, modifications to an existing report, the Contractor shall be required to provide those reports within forty-five (45) Business Days of agreement on the criteria, design, and format. Report content

and formats must be approved by the State in writing and are not considered final until the Contractor receives such written approval.

At earliest possible opportunity, Contractor shall provide the State query access to operational data stores. Contractor shall provide in the Work Plan a timeline for providing State query access.

5.3 Implementation Reporting

The Contractor shall work with the State and agree to the required timelines for the delivery of all implementation reporting requirements. The Contractor shall provide all documentation and/or reporting on a schedule approved by the State sufficient for accurate and comprehensive tracking of implementation status for each system, service, requirement, and deliverable. Reporting may be via ad hoc, custom developed, or predefined template reports as well as custom or predefined dashboards. The State retains the right to determine what is sufficient documentation and/or reporting. The State also reserves the right to require additional reports and/or modification to existing reports. If the State requests additional reports, modifications to an existing report, or a change to the methodology used to generate a report, the Contractor shall be required to provide those reports within fifteen (15) Business Days of agreement of reporting criteria. Report content and formats must be approved by the State in writing and are not considered final until the Contractor receives such written approval.

5.4 Technical Requirements

The Contractor shall adhere to all applicable State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance as well as industry standards and best practices for systems or functions required to support the requirements of this Contract. The Contractor's systems and solutions required for service delivery shall have, and maintain, capacity sufficient to handle the workload projected for the begin date of operations and shall be scalable and flexible so that it can be adapted as needed, within negotiated timeframes, in response to amendments to this Contract.

5.4.1 Technical Incident Management

The following table lists Contractor user support service levels to be performed to support the Contractor System. The Contractor will assign an initial priority for user reported problems to ensure that the most serious problems are addressed first. Priorities are defined below in alignment with State standards

- **Critical Priority** - Multi-component or critical functionality outages. Serious disruption to State business where there is no alternative or workaround. Severe security impact, significant impact to business operations, and/or negative financial implications to the State. The incident requires a 24x7 response.
- **High Priority** - Single component or single critical functionality outage. Moderate disruption to State business where there is no alternative or workaround. Negative security and/or financial implications to the State.
- **Medium Priority** - Partial or limited functionality of the Contractor System or a component causing a negative operational impact for the State or delay to daily State business processes. Issue has a possible workaround.

- **Low Priority** - Affects a small number of users with limited to no business implications to the State. Problem concerning minor items, such as formatting, spelling, or other cosmetic items with no negative impact to Contractor System functionality or State business processes.

The Contractor shall prioritize and resolve all issues reported to the Service Desk in the below timeframes.

Contractor Support Service Level Performance Standards

Priority	Performance Expectation	Response	Updates to State
Critical Priority	<p>Resolution or plan for resolution: Within one (1) hour of a critical priority production issue being reported, Contractor initiates a conference call/meeting to determine a Rapid Action Plan (RAP).</p> <p>Problems outside of Contractor's control do not apply.</p>	Twenty-four (24) hours per day, seven (7) days per week until incident is downgraded or resolved.	Every hour, or as requested by State.
High Priority	<p>Resolution or plan for resolution: Within four (4) hours of a high priority production issue being reported, Contractor initiates a conference call/meeting to determine a RAP.</p> <p>Problems outside of Contractor's control do not apply.</p>	Hourly monitoring until incident is downgraded or resolved.	Every four (4) hours, or as requested by State.
Medium Priority	<p>Resolution or plan for resolution: Plan for resolution will be defined between the Contractor and State.</p> <p>Problems outside of Contractor's control do not apply.</p>	As requested by State, with a minimum of daily monitoring.	As requested by State.
Low Priority	<p>Resolution or plan for resolution: Plan for resolution will be defined between the Contractor and State.</p> <p>Problems outside of Contractor's control do not apply.</p>	As requested by State.	As requested by State.

5.4.2 Hardware and Software Requirements

The Contractor is responsible for procuring and maintaining hardware and software resources that are sufficient to successfully perform the services provided for in this Contract. All Contractor applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with the State's systems and shall conform to applicable standards and specifications set by the State.

5.4.3 Confidentiality of Information

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is independently developed by the Contractor outside the scope of this Contract, or is lawfully obtained free of restriction from a third party having the right to furnish such confidential data or information.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this Contract without prior express written approval of the State.

The Contractor shall ensure that medical records and any and all other health and Louisiana Medicaid Program enrollment information relating to Beneficiaries or Potential Beneficiaries that is provided to or obtained by or through the performance of services under this Contract, whether verbal, written, electronic file, or otherwise, shall be reported as confidential information to the extent confidential treatment is provided under 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule) and other State and Federal laws, rules, regulations, policies, procedures, manuals or guidance, or this Contract. The Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securement of its rights under this Contract.

All information as to personal facts and circumstances concerning Beneficiaries and/or potential Beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the State or the Beneficiary or potential Beneficiary, unless otherwise permitted by HIPAA or required by applicable State or Federal laws, rules, regulations, policies, procedures, manuals, and guidance, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. The use or disclosure of information concerning Beneficiaries and/or potential Beneficiaries shall be limited to purposes directly connected with the administration of this Contract.

5.4.4 Independent Audits of System

The Contractor shall be HITRUST certified. The Contractor shall submit an independent SOC 2 Type II system audit. The audit shall review system security for Coordination of Benefits. The audit period shall be twelve (12) consecutive months, aligning with the Contractor's fiscal year, with no breaks between subsequent audit periods.

The Contractor shall supply LDH with an exact copy of the SOC 2 Type II independent audit and evidence of HITRUST certification no later than six (6) months after the close of the Contractor's fiscal year.

The Contractor shall deliver to LDH a Corrective Action Plan to address deficiencies identified during the audit within thirty (30) Business Days of the Contractor's receipt of the final audit SOC 2 Type II report.

These audit requirements are also applicable to any subcontractors or vendors delegated the responsibility of compliance with Contract requirements on behalf of the Contractor. The cost of the audit shall be borne by the Contractor or subcontractor.

5.4.5 State Access

Contractor shall provide access to Contractor System and State data, or State files in the Contractor Systems which the State determines necessary for the fulfillment of contractual requirements.

The Contractor shall be capable of transmitting all data, which is relevant for analytical purposes, to the State on a regular schedule in format determined by the State. Final determination of relevant data will be made by the State, in consultation with the Contractor. The schedule for transmission of such data will be established by the State and dependent on the needs of the State related to the data being transmitted. XML files for this purpose shall be transmitted via the State's file and data transfer systems to the State. Any other data or method of transmission used for this purpose shall be determined by the State, in consultation with the Contractor.

5.4.5.1 State File and Data Transfer Systems

Contractor shall utilize the State's MoveIT platform for all file transfers. The preferred connection method is FTPS (FTP over SSL) which requires a server-side CA certificate; no self-signed certificate will be allowed. Contractor shall use 256-bit, FIPS 140-2 validated AES encryption to protect any transmitted files from unauthorized use, theft, hacking and/or viewing while stored on State resources. PGP/GPG file type encryption is also required with an exchange of public keys.

Contractor shall use the EA connections for all API or real time interfaces, or any interactions with other EA components. Connections must be made using standard SOAP/REST APIs or connectors or message queues within the Electronic Service Bus or API Gateway.

The most suitable method of data transfer system for the purpose should be selected and agreed to between the State and the Contractor. The State's preference is for real-time data transfer where appropriate and practical.

5.4.6 Data Issues, File, or Record Processing Issues, or File Failures

The Contractor shall report to the State within twenty-four (24) hours of identifying any anomaly to its data or files that disrupts or changes the flow of work or impacts this Contract in a material way.

The Contractor shall respond to State notification of data and/or file issues according to the following timeframes:

- Within three (3) Business Day of receiving notification from the State, the Contractor shall respond in writing to notices of Contractor System problems with root cause of issue, impacted data, and initial corrective action plan.
- Within five (5) Business Days, the correction shall be made or a timeline for comprehensive corrective action shall be submitted to the State for approval. Data, file, or record issues or failures for State interfaces must be corrected within five (5) Business Days as defined by Section 4.1.7.1.2.1.
- The Contractor shall correct the deficiency by an effective date to be determined by the State.

5.4.7 Access Expenses

Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to State systems, including systems maintained by other State contractors that are required for successful performance of the requirements of this Contract including, but not limited to, the FI and LaMEDS. The Contractor is also responsible for expenses required for the State to obtain access to the Contractor Systems or resources that are required for successful performance of the requirements of this Contract. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.

5.4.8 System Changes or Updates and Planned System Downtime

The Contractor shall notify the State of changes to Contractor Systems that have a material effect on a Contractor System or system used for delivery of Contractor Services within its span of control at least ninety (90) Calendar Days prior to the projected date of the change.

Except for standard maintenance downtime or downtime due to an Emergent Situation and unless otherwise agreed to in advance by the State, the Contractor shall not schedule Contractor System downtime to perform Contractor System maintenance, repair and/or upgrade activities during hours that can compromise or prevent critical business operations.

The Contractor shall work with the State pertaining to any testing initiative specific to this Contract and shall provide sufficient Contractor System access to allow testing by the State and/or the FI of the Contractor Systems.

All planned downtime impacting the ability to meet contractual requirements between the Contractor and the State shall be communicated and agreed to by the State. Downtime must not exceed one (1) Business Day per scheduled event, unless agreed upon by the State, which agreement shall not be unreasonably withheld.

5.4.8.1 Measures

- Total number of downtime events as defined by this Section, including separately those exceeding one (1) Business Day.
- Total Contractor System downtime, per month stratified by downtime outlined in Section 5.4.8 and downtime outlined in Section 5.4.9.
- Variance in quarter-to-quarter Contractor System downtime, stratified by downtime as outlined in Section 5.4.8 and downtime outlined in Section 5.4.9, for the calendar year to date,

with detailed explanation available for variance greater than five percent (5%) from the prior reporting quarter.

5.4.9 Unplanned System Downtime, Failure, or Outage and Reported Variances

The Contractor shall report to the State any anomaly (unplanned Contractor System downtime, failure, outage, or variance) it identifies within Contractor Systems that have a material effect on a Contractor System or system used for delivery of Contractor Services impacts this Contract in a material way. Contractor shall meet the following timelines for notification and resolution:

- Notify the State within four (4) hours of any Contractor System outage impacting the ability to meet the requirements of this Contract.
- Contractor shall provide an analysis of the outage within one (1) Business Day of the event.
- Contractor will provide a corrective action plan within three (3) Business Days of the event, if the outage is not resolved within one (1) Business Day. If additional time is needed, the Contractor will notify LDH of the impact of the outage and may request additional time for providing the comprehensive corrective action plan.

In the event the State identifies a Contractor System anomaly (unplanned Contractor System downtime, failure, or outage), unless otherwise specified, the Contractor shall respond to State notification of Contractor System problems according to the following timeframes:

- Within three (3) Business Day of receiving notification from the State, the Contractor shall respond in writing to notices of Contractor System problems with root cause of issue, impacted data, and initial corrective action plan.
- Within five (5) Business Days, the correction shall be made or a timeline for comprehensive corrective action shall be submitted to the State for approval. If additional time is needed, the Contractor will notify LDH of the impact of the outage and may request additional time for providing the comprehensive corrective action plan.
- For any additional time required beyond five (5) Business Days, the Contractor shall correct the deficiency by a date to be determined by the State.

5.4.9.1 Measures

- Total number of downtime events as defined by this Section, including separately those where notification was not provided within four (4) hours and those where analysis of the outage was not provided within one (1) Business Day.
- Total Contractor System downtime, per month stratified by downtime outlined in Section 5.4.8 and downtime outlined in Section 5.4.9.
- Variance in quarter-to-quarter Contractor System downtime, stratified by downtime as outlined in Section 5.4.8 and downtime outlined in Section 5.4.9, for the calendar year to date, with detailed explanation available for variance greater than five percent (5%) from the prior reporting quarter.

5.5 Implementation Requirements

For purposes of implementing a CMS certified TPL Module, the Contractor shall:

- Provide all relevant data, artifacts, demonstrations, trainings, and resources needed to achieve CMS certification.
- Cooperate with the State and its Independent Verification and Validation (IV&V) vendor.
- Perform its obligations under this Contract, including delivery of all requirements and full certification within twelve (12) months from the Operational Start Date. The Contractor shall not be responsible for delays due to LDH or any other third party including CMS.
- Utilize Agile implementation methodology for any new development or implementation required by the State under this Contract. Agile implementation includes, but is not limited to, the Contractor's utilization of backlog development and refinement, use of Program Increment and sprint planning schedules, use of ceremonies and artifacts, and use of scrum masters and agile coaches.
- Provide for all testing environments, testing staff, and resources as required for the initial implementation or future development work to satisfy the terms of this Contract. Provide an inventory of System Integration Test (SIT) cases from prior TPL module implementations that are applicable to implementation of the TPL Module and other services provided for herein.
- Provide an inventory and convene regularly scheduled working sessions with the project team to evaluate and apply lessons learned and Best Practices identified from prior TPL module implementations that are applicable to implementation of the TPL Module and other services provided for herein.

5.6 Change Management

Any change that materially alters or modifies the performance of Contractor Systems or Contractor Services under this Contract, including changes or additions in requirements, services or deliverables, shall be subject to the Change Management process designed and agreed to by the State and Contractor during the Implementation Phase.

Any and all changes, modifications, or upgrades to Contractor Systems or Contractor Services specific to the performance of same under this Contract, including any changes or upgrades to data transfer processes, initiated by or requested by the State or Contractor will be evaluated under this the Change Management process. Also, any and all reporting requirements outlined in this Contract or any new reporting requirements identified or requested after implementation will be evaluated under the Change Management process.

The State and the Contractor will meet within three (3) Business Days to discuss proposed changes or additions to Contractor Systems or Contractor Services. The parties will establish a timeframe for Contractor to respond to the change request and, if Contractor agrees to the change request, to submit an estimate of work and costs associated with the change.

Change requests that are required in order for Contractor *Systems to initially integrate* with the Enterprise Architecture, as required by Section 4.8.1.4, will not result in a change in fees or additional costs to the State.

Costs associated with development, implementation, maintenance and operation of a CMS Certified TPL Module will also not result in a change of fees or additional costs to the State, as provided in Section 10.3.

Any and all interface requirements outlined in this Contract will not result in a change of fees or additional costs to the State, as these are provided for in the monthly payment in Section 10.3. Any new interface requirements will be evaluated under the Change Management process.

Any change or update required during Implementation or Operations Phase to ensure Contractor Systems and Contractor Services comply with the terms of this Contract as well as State oversight of the existing Contract shall also utilize the Change Management process once established; however, such updates or changes shall not be subject to additional cost to the State.

If there is a change in fees or additional costs to the State, the State and Contractor agree to pursue an amendment to this Contract.

6 Contract Phases

This Contract shall be divided into three (3) phases.

6.1 Implementation Phase

The Implementation Phase begins on the Contract Start Date and extends until completion of the certification and resolution of all identified Contractor Systems and operations defects discovered prior to achieving certification. This phase overlaps the Operations Phase.

The schedule and activities of the Implementation Phase will be governed by the deliverables set forth in this Statement of Work. The objectives of the Implementation Phase are:

- Conduct discovery activities that commence on the Contract Start Date, which will include, but not be limited to:
 - Refining the State's enterprise strategy and enterprise IT strategy, as it relates to identifying and collecting from liable third parties, in order to drive the details of the Implementation Phase and Operations Phase, including meeting CMS' twenty-two conditions for receiving enhanced FFP under 42 CFR 433.112, where applicable.
 - Improving the State's understanding of the baseline Contractor System by providing overview training to select State personnel.
 - Building key planning documents needed for the Implementation Phase.
- Develop and test new business operations, processes, and interfaces, with the intent to migrate and retire existing operations without disruption in Contractor Services.
- Adapt to changes in requirements that may occur during the Implementation Phase in a timely manner to minimize scrap and rework and lessen impacts on the project schedule.

After, or during a slight overlap of discovery activities, the primary Implementation Phase activities will be:

- **Design, Development, and Installation (DDI)** – This includes activities such as requirements development, design, construction, testing, implementation, initial user training, staff

preparation for operations, build-out of operations infrastructure, and related supporting activities.

- **Certification** – This includes certification planning, documentation, artifact gathering, support for the CMS certification team, resolution of issues and findings from the certification, and repair of Contractor System and operations defects discovered as part of the certification process.

The Implementation Phase ends upon completion of all duties and the State's acceptance of all deliverables assigned to this phase and the repair and approval of all defects discovered through the completion of certification.

6.2 Operations Phase

The Operations Phase begins on the Contract Start Date and continues until completion of Transition from this Contractor. This phase overlaps the Implementation Phase and the Transition Phase.

The Operations Phase encompasses activities associated with performing business operations functions; operating and maintaining the Contractor System; and performing Contractor System upgrades and associated business operations services.

6.3 Transition Phase

The Transition Phase begins upon notification by the State to begin Transition and continues through the end of this Contract term, unless otherwise waived in writing by the State.

The schedule and activities of the Transition Phase will be governed by the deliverables set forth in the Transition Plan.

The Transition Phase encompasses activities associated with turning over operational duties and State data to the State or successor contractor upon termination of this Contract. The State requires continuity of operations during the transfer of operations duties and State data to the State or successor contractor. The Transition shall not result in any unnecessary Contractor System downtime.

The Transition Phase begins upon direction of the State (at or earlier than the lead-time described in Contractor's Transition Plan) and ends ninety (90) Calendar Days after transfer of duties is complete. The Transition Phase overlaps with the Operations Phase.

Contractor shall plan and implement a coordinated transfer of operations duties and State data to another entity upon direction of the State. Transition activities shall include non-proprietary knowledge transfer; training of the State or their designee; conversion or migration of all work in progress; transfer of all data and documentation required for continuity of service and business operations procedures as well as post-transfer technical assistance. Such technical assistance shall continue for ninety (90) Calendar Days after transfer.

7 Performance Measures and Monitoring

7.1 Performance Monitoring

The State will monitor the performance of the Contractor by requiring the Contractor to meet the responsibilities outlined for each activity through the monitoring of measures for each activity. The State reserves the right to determine if the detailed explanation provided for any variance exceeding the percentage threshold is sufficient and/or allowable. If explanation is not sufficient or deemed non-

allowable, it will be considered non-compliant. The State reserves the right to determine if all outcomes have been satisfied. Failure to satisfy an outcome will be considered non-compliant. Non-compliance may result in Liquidated Damages based on the activity.

7.2 Contract Monitor

The Medicaid Enterprise Systems Medicaid Program Manager 3, or their designee, shall serve as the Contract Monitor. LDH will notify the Contractor of the initial Contract Monitor and their successor, if applicable.

7.3 State and Federal Compliance

The Contractor shall comply with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance. Contractor shall, at a minimum, attest to compliance with the above annually. Non-compliance may result in Liquidated Damages.

The Contractor shall perform any updates or implementations necessary to comply with new or updated State or Federal laws, rules, regulations, policies, procedures, manuals, and guidance within the timeframe specified by the State or Federal government. Non-compliance may result in Liquidated Damages.

~~7.3~~7.4 Payment Accuracy

The Contractor shall monitor and ensure the accuracy of recovered fund balance with the invoice and authorizing the disposition of the associated funds which correspond to the appropriate Louisiana Medicaid Program expenditures. The Contractor shall investigate and resolve any discrepancies found prior to the State issuing payment of the invoice. Non-compliance may result in Liquidated Damages.

~~7.4~~7.5 Staffing and Resources

The Contractor shall submit any proposed replacement of Contractor Key Staff to the State for review and approval or rejection. Contractor will provide a thirty (30) Calendar Day transition period. The State shall respond with approval or rejection within fifteen (15) Calendar Days of notification. The State may request any Contractor personnel changes at any time that it deems necessary with regard to this Contract. Non-compliance may result in Liquidated Damages.

The Contractor shall provide a quarterly report of total staff turnover applicable to this Contract for review by the State. Report should be stratified by activity.

~~7.5~~7.6 Technical Performance Measures

Technical performance measures for Contractor System uptime, Contractor System response time, and Round Trip Response Time shall be evaluated for any interface or portal established by the Contractor and for use by the State, including utilization by State employee, Beneficiary, Provider, State system, or the State's designee's system(s). The State will measure performance with Service Level Agreements (SLAs) and where necessary penalize the Contractor with Liquidated Damages based on its performance. The State reserves the right to add new SLAs via an amendment to this Contract.

7.2.1 Technical Service Level Agreements/ Liquidated Damages

Service Area	Activity	Requirement	Service Level Agreement
System Performance Measures	Contractor System Uptime	Contractor Responsibilities	Users shall be able to access the Contractor System from 6 a.m. to 6 p.m. CT, at a monthly uptime of ninety-nine and one-half percent (99.5%), with the exception of planned downtime due to Contractor System upgrades or routine maintenance.
	Contractor System Response Time	Contractor Responsibilities	<p>The Contractor System shall have an average response time of -Ninety-five percent (95%): less than three (3) seconds.</p> <p>Four percent (4%): Less than five (5) seconds</p> <p>One percent (1%): Greater than five (5) seconds.</p> <p>This does not apply to documentation upload and download into PIER and Provider Portal.</p> <p>The average is calculated using the thirty (30) most current, consecutive Business Days.</p> <p>Transaction time measured using the standard Time to First Byte (TTFB) metric.</p> <p>Exclusions from the response time calculation include the following service interruptions and shall not count as downtime or response time deficiencies, or adversely impact the measurement: (a) interruptions or delays due to any user; (b) interruptions due to failure of any equipment, ISP or software provided by or used by LDH or its users, (c) interruptions due to scheduled or emergent maintenance or Contractor System updates, (d) interruptions due to a force majeure event, or (e) interruptions due to LDH's breach of its obligations under this Contract.</p>
	Round Trip Response Time	Contractor Responsibilities	<p>Ninety percent (90%) of all records or files will receive a completed response within five (5) minutes.</p> <p>Exclusions from the response time calculation include the following service interruptions and shall not count as downtime or response time deficiencies, or adversely impact the measurement: (a) interruptions or delays due to any user; (b) interruptions due to failure of any equipment, ISP or software provided by or used by LDH or its users, (c) interruptions due to scheduled or emergent maintenance or Contractor System updates, (d) interruptions due to a force majeure event, or (e) interruptions due to LDH's breach of its obligations under this Contract.</p>

8 Damages

8.1 Actual Damages

The Contractor may be liable for actual damages, liabilities, costs, and expenses of every type or description that may be incurred by the State to the extent caused by Contractor's violation of this Contract or any other certificate, document, agreement, writing or instrument executed in connection with this Contract, including but not limited to:

- A. All amounts for which the State may be liable in an action or claim for damages, whether through a settlement or through a judgment of a court of competent jurisdiction.
- B. All fines, money penalties, or disallowances whether civil or criminal, imposed by the U.S. Department of Health and Human Services or by any other Federal or state government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency.
- C. All costs and expenses, legal and otherwise, incurred in connection with items (A) and (B) above, including but not limited to, attorney's fees.
- D. All costs and expenses incurred for the provision of remedial or restorative services to individuals whose information was affected by the violation or to other affected parties.
- E. All costs and expenses that the State may be required to incur in order to procure another contractor to complete any work that the Contractor performed in a defective manner or failed to complete successfully in accordance with the terms of this Contract. For purposes of the preceding sentence, "costs and expenses that the State may be required to incur" means either (a) the final amount as determined by mutual written agreement of the parties following a negotiation of such costs and expenses, or, in the event that the parties are not able to reach such agreement (b) the finally judicially awarded amount, if any, by which the reasonable fees that the State is required to pay, and actually pays, to an alternative service provider to perform the terminated Contractor Services (or any portion(s) of such terminated Contractor Services) not performed by the Contractor as of the effective date of termination of such Contractor Services exceeds the fees that the State would otherwise have paid to the Contractor pursuant to this Contract to perform such services.

8.2 Liquidated Damages

- A. In some cases, the actual damage to State as a result of the Contractor's failure to meet specific Service Level Agreement or other requirements under this Contract are difficult or impossible to determine with precise accuracy. Therefore, the parties agree that State may assess Liquidated Damages as set forth below.
- B. Failure to Meet Performance Standards. Except to the extent the Contractor's failure to meet the Service Level Agreements or other requirements under this Contract is caused by or results from (i) any act or omission of any entity other than the Contractor or its subcontractors; (ii) an event of force majeure; or (iii) other factors beyond the Contractor's reasonable control, State may assess to the Contractor Liquidated Damages in an amount not to exceed five hundred dollars (\$500) per occurrence per day, up to the fifth (5th) occurrence in any month. After the fifth (5th)

occurrence in any month, and up to the tenth (10th) occurrence in any month, the Contractor's Liquidated Damages for that month will not exceed one thousand dollars (\$1,000) per occurrence per day for such additional occurrences. After the tenth (10th) occurrence in any month, the Contractor's Liquidated Damages for that month will not exceed two thousand dollars (\$2,000) per occurrence per day for such additional occurrences. Total Liquidated Damages under this paragraph shall not exceed fifty thousand dollars (\$50,000) per month.

- C. Contractor shall ensure that there are no Federal, State, or LDH audit findings in which the Contractor has been found to have failed to comply with Federal, State, or LDH requirements, policies, or procedures. The State may assess to the Contractor Liquidated Damages in an amount not to exceed ten thousand dollars (\$10,000) per audit.
- D. The State, at its option, may collect any assessed Liquidated Damages from the Contractor by deducting them from its monthly invoice payments to the Contractor.

8.3 Survival of Obligation

Contractor's liability for actual or Liquidated Damages shall survive the termination of this Contract.

9 Additional Terms and Conditions

9.1 Contract Term

The term of this Contract shall be thirty-six (36) months.

With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend this Contract for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract term.

Prior to the extension of this Contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the amendment to the Office of State Procurement (OSP) to extend this Contract beyond the initial thirty-six (36) month term.

This Contract or any amendment to this Contract shall not be valid, nor shall the State be bound by this Contract or amendment, until it has first been executed by the Secretary of LDH, or his designee, and the Contractor and has been approved in writing by OSP and CMS. Total term of this Contract, with extensions, shall not exceed sixty (60) months.

9.2 Termination for Unavailability of Federal Funds

The continuation of this Contract shall be contingent upon the availability of Federal funds to fulfill the requirements of this Contract. If Federal funds become unavailable during the term of this Contract, LDH may terminate this Contract without penalty. Availability of funds shall be determined solely by LDH. LDH shall notify the Contractor of the unavailability of Federal funds in writing and the date upon which this Contract shall terminate.

9.3 Record Retention

Contractor agrees to retain all books, records and other documents relevant to this Contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74.53(b) whichever is longer. Contractor shall make available to LDH such records within thirty (30) days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, all without expense to LDH. Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, without expense to LDH.

If Contractor elects to retain such records in electronic format, it must be in a format approved by LDH and readily accessible to LDH.

9.4 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

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

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

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

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

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

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

9.5 HIPAA Business Associate Provisions

If Contractor is a Business Associate of LDH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI, the following provisions will apply:

- a. Definitions: As used in these provisions –
 - i. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - ii. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 CFR §160.103.
 - iii. The term “security incident” has the same meaning as set forth in 45 CFR §164.304. The parties agree that unsuccessful security incidents (such as scans, pings, unsuccessful log-on attempts, and other failed attempts to access Business Associate’s systems that do not result in unauthorized access, use, or disclosure of PHI) do not need to be reported under this Section, but that Business Associate will provide information about such unsuccessful Security Incidents upon written request from Covered Entity.
 - iv. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 CFR §164.402.
- b. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this Contract as required by the HIPAA Rules and by this Contract.
- c. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under this Contract; or (b) as required by law, rule, regulation (including the HIPAA Rules), or as

- otherwise required or permitted by this Contract.
- d. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract, including 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 LDH.
 - e. In accordance with 45 CFR §164.502(e)(1)(ii) and (if applicable) §164.308(b)(2), Contractor shall ensure that any agents, employees, subcontractors, or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees', or subcontractors' actions or omissions do not cause Contractor to violate this Contract.
 - f. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract, report such disclosure in writing to the person(s) named in Terms of Payment on page 1 of the LDH Standard Contract Form – LDH CF-1. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 et seq. At the option of LDH, any harm or damage resulting from any use or disclosure which violates this Contract shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
 - g. To the extent that Contractor is to carry out one (1) or more of LDH's obligations under 45 CFR Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
 - h. Contractor shall make available such information in its possession which is required for LDH 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 LDH 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.
 - i. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR §164.524.
 - j. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.
 - k. 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 LDH available to the Secretary of the DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
 - l. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this provision by Contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in this Contract.
 - m. The parties agree that the legal relationship between LDH and Contractor is strictly an

- independent contractor relationship. Nothing in this Contract shall be deemed to create a joint venture, agency, partnership, or employer- employee relationship between LDH and Contractor.
- n. Notwithstanding any other provision of this Contract, LDH shall have the right to terminate this Contract immediately if LDH determines that Contractor has violated any provision of the HIPAA Rules or any material term of this Contract.
 - o. At the termination of this Contract, or upon request of LDH, whichever occurs first, Contractor shall return or destroy (at the option of LDH) 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 shall extend the confidentiality protections of this Contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

10 Payment Terms

10.1 Performance Bond

The Contractor shall be required to provide a performance (surety) bond in the amount of one million five hundred thousand dollars (\$1,500,000.00) to insure the successful performance under the terms and conditions of this Contract. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A. M. Best up to a limit of ten percent (10%) of policyholders' surplus as shown by A.M. Best companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent (15%) of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Louisiana Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State.

10.2 Invoicing

Payment of invoices is subject to State approval. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in this Contract.

The State will make every reasonable effort to make payments under this Contract within thirty (30) Calendar Days of approval of the invoices. The Contractor will not be paid more than the maximum amount of this Contract. The Contractor shall submit a final invoice to the State within fifteen (15) Business Days following the end of the Run-Out Period.

Invoices shall be submitted electronically and shall include specified data elements as determined by the State. The Contractor shall provide supporting documentation for all invoices submitted in accordance with the State's requirements.

If damages are assessed, at the State discretion, this Contract's invoice may be offset by any amounts due to the State until the full amount of the Liquidated Damages has been collected. If the remaining annual Contract balance is less than the amount levied in Liquidated Damages, the Contractor shall be responsible for paying the State the difference in the amount due.

10.3 Monthly Fee

Contingent upon the State's written approval of the invoices, the Contractor shall be paid as follows:

- Forty thousand dollars (\$40,000) per month for services and deliverables related to the LaHIPP program.
- Two hundred thousand dollars (\$200,000) per month for all other services and deliverables provided for in this Contract.

Any and all costs associated with development, implementation, maintenance and operation of a CMS Certified TPL Module are covered within the total monthly payment above. Any and all Contractor System changes, modifications or upgrades, including any changes or upgrades to data transfer Contractor Systems, initiated by or requested by the State or Contractor will be evaluated under the Change Management process in Section 5.6. Any and all reporting requirements outlined in this Contract or any new reporting requirements identified or requested after implementation will be evaluated under the Change Management process in Section 5.6. Any and all interface requirements outlined in this Contract are covered within the total monthly payment above. Any new interface requirements will be evaluated under the Change Management process in Section 5.6.

Standard payment terms for the State of Louisiana are on a net thirty (30) Calendar Day basis from receipt of properly submitted and documented invoices.

10.4 Certification Withhold

In addition to any remedies available to the State, five percent (5%) of all invoiced fees shall be withheld during design, development, and implementation phases. Any amounts withheld will be payable after successful completion of the CMS System Certification and remediation of all defects identified prior to CMS System Certification.

Appendix A Enterprise Integration Requirements

1 Technology Overview

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of Statewide enterprise systems. The EA consists of eight (8) core components hosted on a hyper converged infrastructure spanning two (2) State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools: infrastructure and network monitoring, application performance monitoring (APM), security information and event management (SIEM), and log aggregation. This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. The Contractor must use these State provided tools as part of the project management lifecycle.

1.1 Key Goals

1. The consuming application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in C#/.Net although other integrations may exist.
2. All applications or systems integrating into the EA platform must integrate into these components using standard SOAP/REST APIs or connectors or message queues within the ESB or APIGW.
3. All applications or systems integrating into the EA platform must integrate with the Identity Access Management /Single Sign On, API Gateway, and/or Enterprise Service Bus components, irrespective of which of the other components will be used.
4. All integrations must be reviewed and approved through the State's governance processes.

1.2 Operations and Governance

The EA is designed upon the Information Technology Information Library (ITIL) and The Open Group Architectural Framework (TOGAF) frameworks. Integrating solutions shall adhere to the State's EA Governance processes to include:

- **Change and Release Management**
 - Changes to Production must be submitted to the State's EA Change Control Board (CCB) for evaluation.
- **Performance Management**

- Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices.
- Real-time Business and IT dashboards will be published.
- Integrating Contractor Systems shall uphold uptime and performance SLAs specified in this Contract.
- **Incident and Problem Management**
 - Any event that results in the violation of an SLA will require a Root Cause Analysis to be performed and reported to the State's CCB.
- **Availability Management**
 - High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually.
 - eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

In alignment with TOGAF, the Integrator will align their solution with the State's Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and updated as required to reflect changes to both business strategy and IT technologies.

2 Software

The eight (8) components include the following:

1. **Identity Access Management/Single Sign On (IAM/SSO)** - All users, both internal and external, are validated through a common security portal using Security Assertion Markup Language (SAML) for authorization and authentication. Users maintain a single account for use across all consuming Contractor Systems. The use of JSON Web Tokens (JWT) has also been approved.
2. **API Gateway (APIGW)** – Applications communicate through the APIGW to access other enterprise components and to integrate via web services (SOAP or RESTful) to systems both inside and outside of the State's network.
3. **Enterprise Service Bus (ESB)** – The ESB provides API connections to legacy applications and mainframe systems in addition to providing support for process queues. Access to the ESB is done via web services (SOAP or RESTful) or through message queues.
4. **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an "entity" or a "person", to improve data integrity within and across applications Statewide. Use of the MDM is highly encouraged by the State's Enterprise Data Management group to develop Statewide master person/entity relationships across the enterprise.
5. **Data Warehousing (DWH)** – Statewide data storage system that allows for cross application or even Statewide reporting of information.
6. **Electronic Document Storage (EDMS)** - Document storage system that allows flexible and scalable storage of a variety of file types.
7. **Consumer Communications (CC)** - Allows for the production and distribution of internal and external communications via print, email, and SMS. The CC component fully integrates into the State's Enterprise Print Center for print and mail fulfillment.

8. **Business Rules Engine (BRE)** - Creates and maintains the rules that underlie the decision logic within an application.

2.1 Support Tiers

These components are separated into two (2) support tiers. The Contractor is required to utilize Tier 1 components for any Contractor System integration. Use of Tier 2 components is not mandatory but is highly encouraged where appropriate.

Tier 1:

- Identity Access Management/Single Sign On
- API Gateway
- Enterprise Service Bus

Tier 2:

- Master Data Management
- Data Warehousing
- Electronic Document Storage
- Consumer Communications
- Business Rules Engine

In addition to these components, the EA system uses many software systems for reporting, monitoring, file transfers, workload scheduling, work management, application lifecycle management, and other ancillary functions.

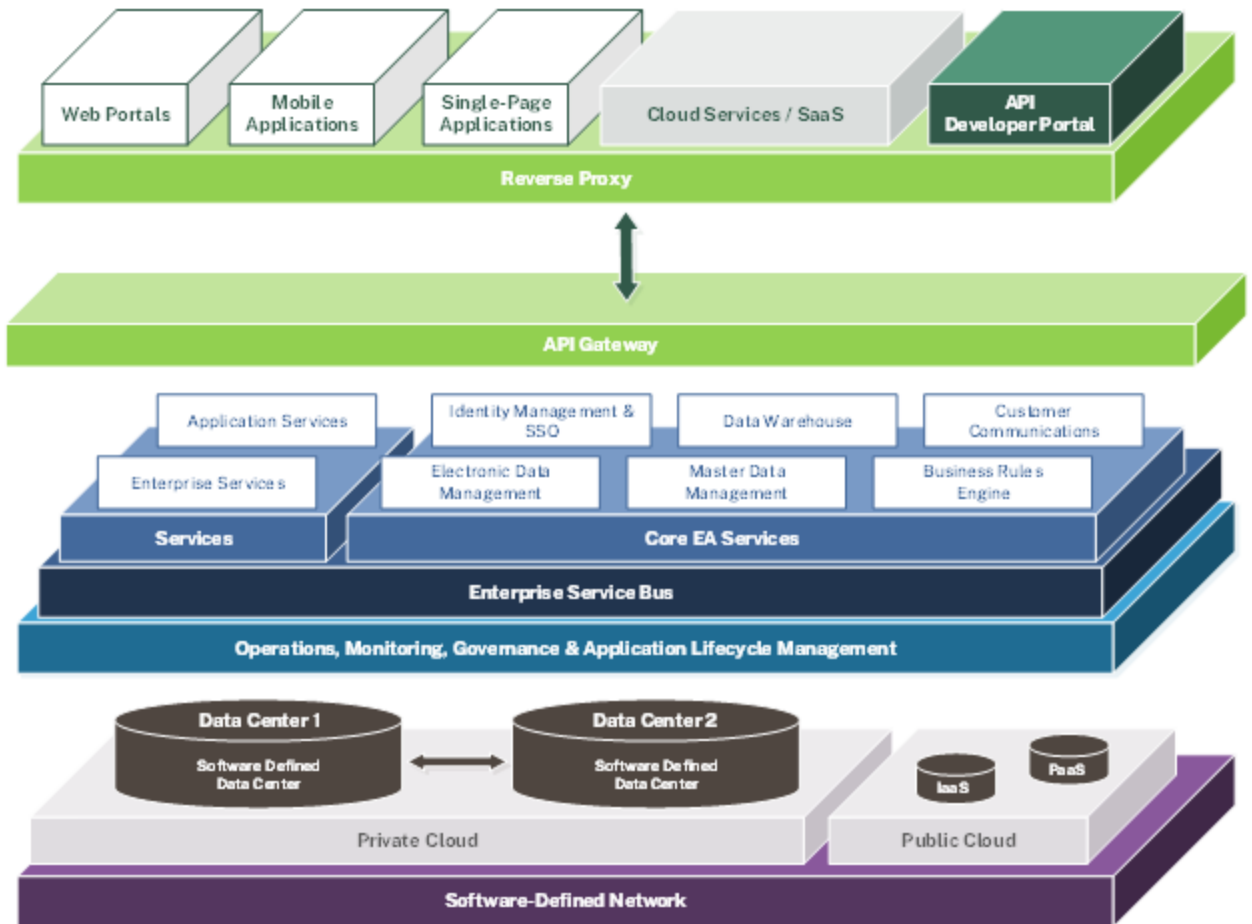


Figure 1 - EA Conceptual Model

3 Environments

The EA provides three environments into which consuming systems to integrate. These environments are separated according to the data classification of any data processed by consuming systems, according to the data classifications rules in the OTS Information Security Policy. The three environments are:

1. **Production (PROD)** – Contains all production systems. The use case for this environment is for any production system. This environment is highly available, in an active/active configuration.
2. **Non-Production/Restricted (NPR)** – Contains non-production systems which consume or process restricted information. Use cases for this environment include User Acceptance Testing (UAT), Staging, and Conversion.
3. **Non-Production/Non-Restricted (NPNR)** – Contains non-production systems which consume or process non-restricted information. Use cases for this environment include Development, System Integration Test (SIT), and Training. This environment is highly available, in an active/active configuration.

Additionally, the EA system has a single **Development (DEV)** environment which is not exposed for consuming system use. The Development environment is used for testing EA platform upgrades, hardware and software updates, and other system changes.

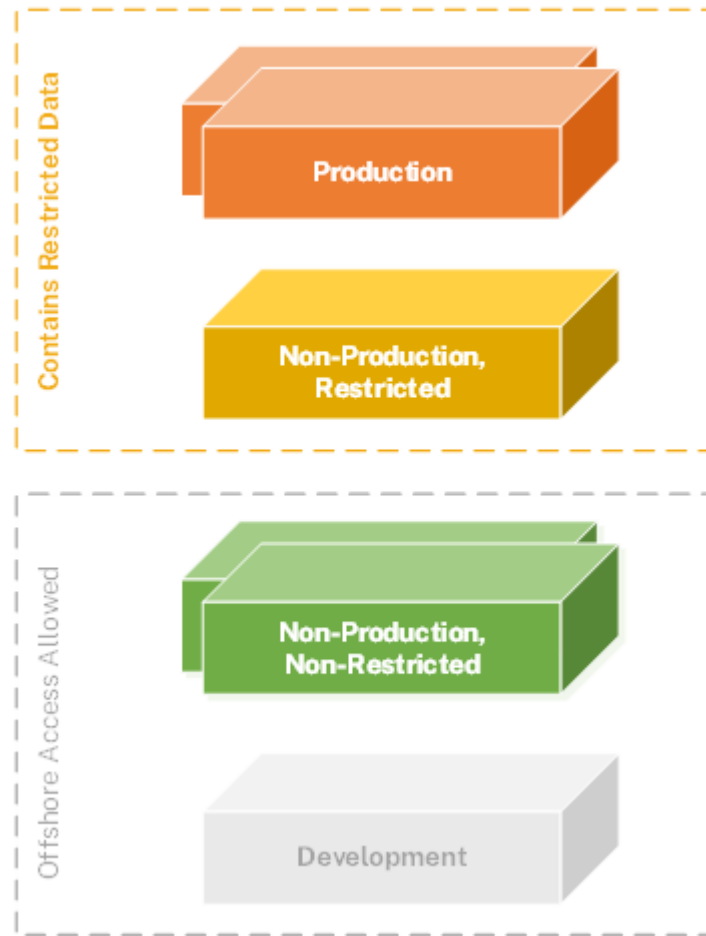


Figure 2 - Environment Design

4 Technology Stack

Version numbers are shown, where appropriate, and are subject to change.

4.1 Infrastructure

Item	Vendor	Description	Version
Nutanix	Nutanix/Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance	
VxRail	Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance	
ESXi	VMware		

Item	Vendor	Description	Version
vCenter	VMware		
NSX	VMware		
SRM	VMware		
Windows Server	Microsoft	Standard OS for Windows	2012 R2
RedHat Enterprise Linux	RedHat	Standard OS for Linux	
MS SQL Server 2014	Microsoft	Enterprise Database/Storage Engine	Enterprise

4.2 Core Components

Item	Vendor	Description	Version
Decision Center, Decision Server	IBM	Business Rules Engine (BRE)	v8.x
Exstream	Opentext	Client Communications, Correspondence Generation (CC)	v9.x
Pentaho	Hitachi Data Systems	Data warehouse and Analytics (DWH)	v5.x
Case Foundation, Content Manager, Enterprise Records Foundation	IBM	Electronic Document Management (EDMS)	v5.x
webMethods	Software AG	Enterprise Service Bus (ESB)	v9.x
API Gateway	Broadcom	Enterprise API Gateway	
Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On	Broadcom	Security integration product; includes access management, directory services integration capability, and identity management (IAM/SSO)	v12.x
InfoSphere	IBM	Master Data Management suite (MDM)	

4.3 Performance, Monitoring, & Lifecycle Management

Item	Vendor	Description	Version
Bamboo	Atlassian	Continuous Integration, Deployment, and Delivery	
GitHub Enterprise	GitHub	Source Code Repository	2.7

IBM Workload Scheduler	IBM	Job Scheduling	
Jama	Jama Software	Requirements Tracking & Control	
JIRA	Atlassian	Issue & Project Tracking	7.0
McAfee Enterprise Security Manager	Intel	DevOps/Automation	
MoveIT	Ipswitch	Enterprise Managed File Transfer	
Nagios	Nagios	Infrastructure monitoring/alerting	XI
NewRelic APM	NewRelic	Application performance monitoring	
Puppet Enterprise	Puppet	DevOps/Automation	
Splunk	Splunk	Operational Intelligence	

5 Contractor Requirements for Integration

Contractors shall utilize the State's MoveIT platform for all file transfers. The preferred connection method is FTPS (FTP over SSL) which requires a server-side CA certificate - no self-signed certificate will be allowed. 256-bit, FIPS 140-2 validated AES encryption is used to protect any transmitted files from unauthorized use, theft, hacking and/or viewing while stored on State resources. PGP/GPG file type encryption is also required with an exchange of public keys.

ADDENDUM TO CF-1

The following language shall supplement the language contained in the CF-1:

TERMINATION FOR NONAPPROPRIATION OF FUNDS.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the contract for the remaining term shall be canceled, and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services being delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for penalty to the state for cancellation or early payment of the Contract.

PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.

In accordance with LSA R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000.00 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy guidance or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association.
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the Contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Equity, Diversity and Inclusion Statement

The Louisiana Department of Health (LDH) characterizes equity, diversity and inclusion as representing the differences and similarities of all individuals while creating a work environment in which those same individuals are treated fairly and respectfully, have equal access to opportunities and resources, and can contribute fully to the work of LDH in a safe and welcoming environment.

LDH values diversity in its workplace, vendor network, customers, and communities. As a state agency, LDH believes that diversity contributes to the success of Louisiana and society. LDH values the unique contributions of individuals with wide ranging backgrounds and experiences. and believes an inclusive culture allows our employees to contribute their best. Because of this, LDH is committed to equal opportunity and fair treatment for all.

This agency prohibits discrimination on the basis of age, race, color, gender, religion, ethnicity, disability, marital or family status, national origin, sexual orientation, veteran status, genetic information, medical condition, or any other non-merit factor. LDH is fully committed to being a model for equity, diversity, inclusion, belonging, and accessibility, where all team members are treated with dignity and respect. This principle extends to all decisions relating to recruitment, hiring, contracting, training, placement, advancement, compensation, benefits, and termination. By signing this contract, contractor acknowledges the following:

- a. That LDH values diversity in the workplace and that contractor agrees to value diversity in its workplace, further;
- b. That contractor is subject to uphold this Diversity and Inclusion Statement in actions related to the execution and/or fulfillment of this contract; and
- c. That subject to federal and/or state laws, contractor agrees not to discriminate on the basis of age, race, color, gender, religion, ethnicity, disability, marital or family status, national origin, sexual orientation, veteran status, genetic information, or medical condition, in any action related to the execution and/or fulfillment of this contract.

LEGISLATURE OF LOUISIANA

Jerome "Zee" Zeringue
Co-Chairman



Mike Reese
Co-Chairman

Water Sector Commission

P.O. Box 44486 Baton Rouge, LA 70804-4486
Office: (225) 342-1964
Fax: (225) 387-8912

May 21, 2025

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

Chairman Womack:

Pursuant to R.S. 39:100.56, the Water Sector Commission is authorized to approve adjustments to grant awards due to an increase in project costs, not to exceed five percent of the total grant award for a project. Any such increase exceeding five percent requires approval of the Joint Legislative Committee on the Budget. The Water Sector Commission met on April 29, 2025, and voted to recommend the following increases:

(1) Greenbriar Prairie Basse Water System - Round 2 - LAWSP10932 - Water

Approval of additional \$644,788 in Water Sector Program. This is an increase of 42%. The original grant amount is \$1,530,000 and the revised amount with this increase, would be increased to \$2,005,788.

(2) Point Blue/Chataignier Water System, Inc. - Round 2 - LAWSP10749 - Water

Approval of additional funding \$1,075,768 in Water Sector Program. No match required. Additional funds in the amount of \$352,445 approved in August 2024. Revised grant amount of \$10,352,445 would be increased to \$11,428,213. An increase of 10.4%.

(3) Southeast Waterworks District No. 2 - Round 2 - LAWSP10915 - Water

Approval of additional \$473,510 in Water Sector Program. This is an increase of 16%. The original grant amount is \$2,960,927 and the revised amount with this increase, would be increased to \$3,434,437.

The Water Sector Commission requests approval of these recommendations by the Joint Legislative Committee on the Budget at the committee's next meeting.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Reese", with a long horizontal flourish extending to the right.

Mike Reese, Co-Chairman

MR/scs

cc: Water Sector Commission staff

§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 five hundred thousand dollars or more without prior consultation with the attorney general and the members of the litigation subcommittee. The consultation with the members of the litigation subcommittee shall occur in executive session.

(3)(a) At the request of the litigation subcommittee, any department, agency, board, commission, educational institution, or other state entity entitled to indemnification by the state or any employer of an employee entitled to indemnification under R.S. 13:5108.1 shall report on any corrective measures or actions taken to mitigate state risk exposure if the litigation subcommittee determines that such a report is necessary after consideration of a compromise or settlement of litigation.

(b) A meeting of the litigation subcommittee to receive a report from a state entity on corrective measures or actions pursuant to this Paragraph shall occur only after the subject litigation has been concluded. The litigation subcommittee may require that any indemnified state entity or employer of an indemnified employee appear at one or more meetings of the litigation subcommittee to discuss and report on corrective measures or actions.

(c) Any information provided by a state entity pursuant to this Paragraph may only be presented in executive session, and any documentation prepared or compiled by the state entity pursuant to this Paragraph shall not be subject to disclosure pursuant to the Public Records Law set forth in R.S. 44:1 et seq.

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; Acts 2023, No. 291, §1.

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.



John Fleming, MD
LOUISIANA STATE TREASURER

(225) 342-0010
latreasury.com

Post Office Box 44154
Baton Rouge, LA 70804

April 21, 2025

Honorable Senator Glen Womack, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44486, Capitol Station
Baton Rouge, LA 70804

Dear Senator Womack:

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

Total requested prior year funds: **\$7,779.44**

If we may be of further assistance in this matter, please call me or email Bridget Theriot at btheriot@treasury.la.gov.

Sincerely,

Lindsay Schexnayder, CPA
Chairman
Deputy Sheriffs Supplemental Pay Board

LS/bt

Enclosures

FY24 Pending Payments

No.	Parish	Deputy Name	Dates Owed	Amount	Reason	Addl Info
1	Avoyelles	Bradshaw, Terry	1/1/2024-5/18/2024	\$2,663.92	Waiting on deputy documentation	Added on June 2024 reconciliation, received June 13, 2024
2	East Baton Rouge	Ward Jr., Ronald	6/20/2024-6/30/2024	\$216.92	Waiting on deputy documentation	Added on April 2025 reconciliation, received April 10, 2025
3	Lafourche	Gillies, Dylan	6/26/2024-6/30/2024	\$98.60	Waiting on deputy documentation	Added on January 2025 reconciliation, received February 26, 2025
4	Lafourche	St. Amant, Brandon	1/1/2024-6/30/2024	\$3,600.00	Waiting on deputy documentation	Added on January 2025 reconciliation, received February 26, 2025
5	St. John	Cauthron, Esther	5/1/2024-6/30/2024	\$1,200.00	Waiting on deputy documentation	Added on March 2025 reconciliation, received March 25, 2025
Grand Total				\$7,779.44		

AMENDMENT TO		Amendment #: <u>2</u>
AGREEMENT BETWEEN STATE OF LOUISIANA		LAGOV#: <u>2000761546</u>
LOUISIANA DEPARTMENT OF HEALTH		LDH #: <u>320</u>
Agency Name...	<u>Office of Aging Adult Services</u>	
(Regional/Program/ Facility)		
AND		
<u>Conduent State Healthcare, LLC</u>		Original Contract Amount <u>22,474,424.16</u>
Contractor Name		Original Contract Begin Date <u>7/1/2023</u>
		Original Contract End Date <u>6/30/2026</u>
		RFP Number: <u>3000012190</u>

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: 22,474,424.16 Current Contract Term: 7/1/2023 - 6/30/2026

Contract End Date- 06/30/2026

Change Contract To: To Maximum Amount: \$37,457,373.60 Changed Contract Term: 7/1/2023-06/30/2028

Contract End Date- 06/30/2028
EXHIBIT IA- Board Resolution / Signature Authority

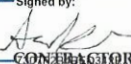

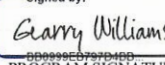
Justifications for amendment:

Agency wishes to exercise the option to extend this contract for 24 additional months at the same rates, terms and conditions of the initial contract term.

This Amendment Becomes Effective: 07/01/2026

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		STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH	
		Secretary, Louisiana Department of Health or Designee	
Signed by:	<u>5/14/2025</u>	Signed by:	<u>5.22.2025</u>
	DATE		DATE
CONTRACTOR SIGNATURE		SIGNATURE	
PRINT NAME	<u>Anna Sever</u>	NAME	<u>Bruce Greenstein</u>
CONTRACTOR TITLE	<u>President</u>	TITLE	<u>Secretary</u>
		OFFICE	<u>Louisiana Department of Health</u>
		Signed by:	<u>5/14/2025</u>
			DATE
		PROGRAM SIGNATURE	
		NAME	<u>Geary Williams</u>

Office of State Procurement
State of Louisiana
Division of Administration


JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

May 8, 2025

TO: Gearry Williams
Assistant Secretary, Office of Aging and Adult Services
Louisiana Department of Health

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

RE: OSP Pre-Approval for JLCB
Amendment #2 to contract – Conduent State Healthcare, LLC
LaGov PO: 2000761546

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The documents comply with the State Procurement Code and are ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615 (J), please return the “**Agency Memo to OSP After JLCB Approval**,” along with the stamped contract from the JLCB.

The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.

If you should have any further questions/comments, please do not hesitate to contact me.



State of Louisiana
Louisiana Department of Health
Office of Aging and Adult Services

May 22, 2025

The Honorable Cameron Henry
Louisiana State Representative
Chair, Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, LA 70804

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

Dear Representative Henry:

Pursuant to R.S.39:1615(J), the Louisiana Department of Health (LDH) requests that the following contract extension be placed on the agenda for the Joint Legislative Committee on the Budget's (JLCB) June hearing for your consideration. LDH has one (1) current contract with Conduent State Healthcare LLC, previously awarded through the RFP process and wishes to extend this contract for an additional two years, which requires the approval of your committee before proceeding.

Conduent State Healthcare LLC, provides call center information and referral services to over 15,000 callers each month, in regards to Long Term Supports and Services programs. Conduent ensures each caller is informed of all available services so that they may make an informed choice about which services and/or programs may benefit them. Conduent also performs face-to-face assessments and develops plans of care for individuals needing services.

Additionally, since LDH is satisfied with the performance of Conduent State Healthcare LLC and to avoid a potential disruption of services to Louisiana citizens seeking and receiving services, LDH is requesting approval of the JLCB to extend the contract for a term that would conclude on June 30, 2028.

Thank you for considering our request to have the contract extension included on the June JLCB agenda. I am enclosing a copy of the contract for your convenience. If you have any questions or need any additional information, please feel free to contact Brittney Simon at (225) 219-0379 or Brittney.Simon2@la.gov.

The contract manager would be happy to answer any questions or provide any additional details that you require in order to respond to this request.

Sincerely,

Drew Maranto
Undersecretary

Enclosure