



JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

STATE CAPITOL
P.O. BOX 44294, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804
(225) 342-0336

Senator Glen Womack
Chairman

Representative Jack McFarland
Vice Chairman

NOTICE OF MEETING

Thursday

October 16, 2025

10:00 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, in accordance with R.S. 39:75(A)(2)
2. BA-7 Agenda
3. Facility Planning and Control
4. Interpretation of legislative intent for appropriations contained in Acts 4 and 776 of the 2024 Regular Session of the Legislature and Acts 1 and 461 of the 2025 Regular Session of the Legislature, in accordance with the provisions of R.S. 24:653(E).
5. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56.
6. Review and approval of the Fiscal Year 2025-2026 operating budget for the Greater New Orleans Expressway Commission, in accordance with Section 2(C) of Act 875 of 1988.
7. Review and approval of an extension of a contract between the Louisiana Department of Health and Health Services Advisory Group, Inc., in accordance with the provisions of R.S. 39:1615(J).

8. Review of the extension of the contracts between the Louisiana Department of Health and the following Medicaid managed care organizations, in accordance with the provisions of R.S. 39:1615(J):
 - A. Aetna Better Health, Inc.
 - B. AmeriHealth Caritas Louisiana, Inc.
 - C. Community Care Health Plan of Louisiana, Inc., dba Healthy Blue
 - D. Humana Health Benefit Plan of Louisiana, Inc.
 - E. Louisiana Healthcare Connections, Inc.
 - F. United Healthcare of Louisiana, Inc.

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 2025-2026
(\$ in millions)

October 2025

	<u>SEPTEMBER 2025</u>	<u>OCTOBER 2025</u>	<u>OCTOBER 2025 Over/(Under) SEPTEMBER 2025</u>
<u>GENERAL FUND REVENUE</u>			
Revenue Estimating Conference - May 21, 2025	\$12,290.300	\$12,290.300	\$0.000
FY 24-25 Revenue Carried Forward into FY 25-26	\$453.548	\$453.548	\$0.000
Total Available General Fund Revenue	\$12,743.848	\$12,743.848	\$0.000
<u>APPROPRIATIONS AND REQUIREMENTS</u>			
Non-Appropriated Constitutional Requirements			
Debt Service	\$449.573	\$449.573	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	\$540.896	\$540.896	\$0.000
Appropriations			
General (Act 1 of 2025 RS)	\$11,843.563	\$11,843.563	\$0.000
Ancillary (Act 459 of 2025 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 390 of 2025 RS)	\$187.856	\$187.856	\$0.000
Legislative (Act 460 of 2025 RS)	\$94.514	\$94.514	\$0.000
Capital Outlay (Act 2 of 2025 RS)	\$0.000	\$0.000	\$0.000
Total Appropriations	\$12,125.932	\$12,125.932	\$0.000
Other Requirements			
Funds Bill (Act 365 of 2025 RS)	\$1.530	\$1.530	\$0.000
Local Revenue Fund (Act 384 of 2025 RS)	\$42.800	\$42.800	\$0.000
Tourism Promotion District (Act 384 of 2025 RS)	\$32.600	\$32.600	\$0.000
Total Other Requirements	\$76.930	\$76.930	\$0.000
Total Appropriations and Requirements	\$12,743.758	\$12,743.758	\$0.000
General Fund Revenue Less Appropriations and Requirements	\$0.090	\$0.090	\$0.000

II. FY 2024-2025 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."

FY25 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

FY24 Surplus/(Deficit)		595.088
FY25 General Fund - Direct Revenues:		
Actual General Fund Revenues	13,597.732	
General Fund - Direct Carryforwards to FY24	426.327	
Other Transfers	0.077	
Balances from prior year surpluses	<u>4.382</u>	
Total FY25 General Fund - Direct Revenues		14,028.519
FY25 General Fund - Direct Appropriations & Requirements:		
Draws of General Fund - Direct Appropriations	(11,446.658)	
General Obligation Debt Service	(448.607)	
Transfer to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Transfers Out to Various Funds for 20-XXX	(80.845)	
Transfer to Coastal Protection and Restoration Fund (Z12) - Constitution 7:10.2 and R.S. 49:214.5.4	(12.840)	
Transfers to Various Funds per Various Legislative Acts	(53.988)	
Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15. (D) and 7:10.16. (B)(2)	(851.899)	
Use of FY24 Surplus	(594.161)	
Net transfer to LDR for 1% FSGR MOF	(68.546)	
Transfer to Capital Outlay Savings Fund (V42) - R.S. 39.100.121	<u>(5.309)</u>	
Total FY25 General Fund - Direct Appropriations & Requirements		(13,652.853)
Adjusted General Fund Direct Cash Balance (FY25)		970.754
Obligations Against the General Fund Direct Cash Balance:		
General Fund - Direct Carryforwards to FY26	(453.548)	
FY25 transactions processed in FY26:		
Transfer from Remote Sellers - June 2025 taxes collected by remote sellers in July and distributed to LDR in	32.370	
Transfer from Mineral and Energy Operation Fund (N07) - RS 30:136.3	2.500	
Transfer from Telephone Company Property Assessment Relief Fund (RV9) - RS 47:6014(E)(2)	9.580	
Transfer from LDR - FY25 Individual Income Taxes collected in July	17.616	
Transfer to Video Draw Poker Device Purse Supplement Subfund (G05) (Act 378 of 2025 RLS)	<u>(2.199)</u>	
Total Adjustments		(393.680)
Net General Fund Direct Surplus/(Deficit)		577.074

III. Current Year Items Requiring Action

IV. Horizon Issues Not Contained in 5-Year Plan

The Hurricane and Storm Damage Risk Reduction System (HSDRSS) Projects were completed May 2022. At that time, the State's share of the total cost was \$1.19 billion, and in addition, the State faced accrued construction interest in excess of \$600 million. Federal legislation passed in December 2020 and December 2022, provides an option to forgive the accrued construction interest if the State makes specified required payments by September 30, 2021 and by September 30, 2023, which was achieved through payments totaling \$800 million and approved crediting of other projects totaling \$110 million.

The State must pay the remaining principal by June 1, 2032. According to the U.S. Army Corps of Engineers, as of September 27, 2023, the State's remaining share of the total costs of the 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
Appropriated for FY 2025 - 2026

	Prior Fiscal Year 2024-2025	Official Current 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	\$12,574,000,000

ANNUAL REC GROWTH RATE		0.42%	0.91%	-1.06%	2.47%
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Other Revenues:					
Carry Forward Balances	\$426,327,167	\$453,547,880	\$0	\$0	\$0
Total Other Revenue	\$426,327,167	\$453,547,880	\$0	\$0	\$0

TOTAL REVENUES	\$12,665,427,167	\$12,743,847,880	\$12,402,400,000	\$12,271,500,000	\$12,574,000,000
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EXPENDITURES:					
General Appropriation Bill (Act 1 of 2025 RS)	\$11,244,558,534	\$11,390,014,685	\$11,633,590,598	\$11,979,148,201	\$12,188,094,739
Ancillary Appropriation Bill (Act 459 of 2025 RS)	\$0	\$0	\$5,839,179	\$11,882,728	\$18,137,802
Non-Appropriated Requirements	\$538,607,434	\$540,895,863	\$531,551,307	\$527,687,783	\$554,604,340
Judicial Appropriation Bill (Act 390 of 2025 RS)	\$187,315,555	\$187,855,555	\$187,855,555	\$187,855,555	\$187,855,555
Legislative Appropriation Bill (Act 460 of 2025 RS)	\$93,021,312	\$94,514,289	\$94,514,289	\$94,514,289	\$94,514,289
Special Acts	\$0	\$0	\$4,400,000	\$4,400,000	\$4,400,000
Capital Outlay Bill (Act 2 of 2025 RS)	\$0	\$0	\$0	\$0	\$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	\$12,063,502,835	\$12,213,280,392	\$12,457,750,928	\$12,805,488,556	\$13,047,606,725

ANNUAL ADJUSTED GROWTH RATE		1.24%	2.00%	2.79%	1.89%
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Other Expenditures:					
Carryforward BA-7s Expenditures	\$426,327,167	\$453,547,880	\$0	\$0	\$0
Funds Bill (Act 723 of 2024 RS) (Act 365 of 2025 RS)	\$48,989,722	\$1,530,000	\$0	\$0	\$0
Supplemental Bill (Act 461 of 2025 RS)	\$95,036,217	\$0	\$0	\$0	\$0
Local Revenue Fund (Act 384 of 2025 RS)	\$18,300,000	\$42,800,000	\$42,800,000	\$42,800,000	\$42,800,000
Louisiana Tourism Promotion District (Act 384 of 2025 RS)	\$13,200,000	\$32,600,000	\$32,600,000	\$32,600,000	\$32,600,000
Total Other Expenditures	\$601,853,106	\$530,477,880	\$75,400,000	\$75,400,000	\$75,400,000

TOTAL EXPENDITURES	\$12,665,355,941	\$12,743,758,272	\$12,533,150,928	\$12,880,888,556	\$13,123,006,725
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PROJECTED BALANCE	\$71,226	\$89,608	(\$130,750,928)	(\$609,388,556)	(\$549,006,725)
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Oil Prices included in the REC forecast	\$70.69	\$65.09	\$63.94	\$64.26	\$65.94
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**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
BA-7 AGENDA
October, 2025**

A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

- | | | |
|---|------|---|
| 1 | ELOF | Department of Agriculture and Forestry
(04-160) Agriculture and Forestry |
| 2 | PSAF | Department of Public Safety and Corrections
(08B-419) Office of State Police |
| 3 | PSAF | Department of Public Safety and Corrections
(08B-422) Office of State Fire Marshal |
| 4 | WFIS | Department of Wildlife and Fisheries
(16-513) Office of Wildlife |
| 5 | LDOE | Department of Education
(19D-678) State Activities |



Alan M. Boxberger
Legislative Fiscal Officer

STATE OF LOUISIANA
Legislative Fiscal Office
BATON ROUGE

Post Office Box 44097
Baton Rouge, Louisiana 70804
Phone: 225.342.7233

To: The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
The Honorable Members of the Joint Legislative Committee on the Budget

From: Alan Boxberger, Legislative Fiscal Officer *AAB*
Patrice Thomas, Deputy Fiscal Officer *(PT)*

Date: October 10, 2025

Subject: Joint Legislative Committee on the Budget
Meeting October 16, 2025

Attached is the Legislative Fiscal Office BA-7 (Budget Adjustment) write-up for the October 16th meeting of the Joint Legislative Committee on the Budget.

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

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

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

DEPARTMENT: Agriculture & Forestry

AGENDA NO.: 1

AGENCY: Agriculture & Forestry

ANALYST: Richie Anderson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Management & Finance	\$0	0
Interagency Transfers:	\$0	Agricultural & Environmental Sciences	\$0	0
Self-Generated Revenue:	\$0	Animal Health & Food Safety	\$0	0
Statutory Dedications:	\$0	Agro-Consumer Services	\$0	0
Federal Funds:	\$1,857,790	Forestry	\$1,857,790	0
		Soil & Water Conservation	\$0	0
Total	<u>\$1,857,790</u>	Total	<u>\$1,857,790</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Federal budget authority by \$1,857,790 in the Forestry Program within the Louisiana Department of Agriculture and Forestry (LDAF). The source of funds is four grants awarded to the Office of Forestry from the U.S. Forest Service, which include the Consolidated Payment Grant, the Natural Disaster and Recovery Grant, the Bipartisan Infrastructure Law Infrastructure Investment and Jobs Act (BIL IJJA) State Fire Assistance Grant, and the BIL IJJA State Forest Action Plan Grant. The purpose of these grants are to assist state and local governments by improving wildland fire response and mitigation, provide state forestry agencies with funding to implement their State Forest Action Plan, mitigate post-storm threats to forest health from invasive species, and provide technical assistance for rural and community forest restoration.

LDAF received numerous grants from FY 22 through FY 25 from the U.S. Forest Service. The department plans to utilize portions of the unobligated balance of these grants to acquire additional firefighting equipment. The sources of funding are as follows:

Grant Name	BA-7 Request	Grant Dates
Consolidated Payment Grants		
FY 22	\$155,000	10/01/21 - 6/21/27
FY 23	\$110,800	10/01/22 - 7/09/28
FY 24	\$186,000	10/01/23 - 8/10/29
Natural Disaster and Recovery Grants		
FY 22	\$270,990	8/10/22 - 7/01/27
BIL IJJA Fire Assistance Grant		
FY 24	\$204,000	8/06/24 - 8/05/29
FY 25	\$380,000	9/09/25 - 9/04/30
BIL IJJA Forest Action Plan Grants		
FY 24	\$227,000	6/18/24 - 7/16/29
FY 25	<u>\$324,000</u>	8/26/25 - 8/24/30
Total:	<u>\$1,857,790</u>	

The grants will be used to purchase and replace equipment related to fire suppression and mitigation. The expenditures are as follows:

Item	Number of items	Total
450 DRW 4x4 Crew Cab trucks with flat beds	4	\$310,000
350 single axle 4x4 Diesel extended/crew cab	5	\$334,000
250 Single Axle HD 4x4 gas crew cab	4	\$260,000
3/4 Ton Crew Cab 4x4 trucks	5	\$245,000

October 16, 2025

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

Skid Units/Skid Unit for UTVs	24	\$237,790
Plows for Dozers	28	\$336,000
Dual Band Mobile BK Radios	<u>27</u>	<u>\$135,000</u>
Total:	97	\$1,857,790

II. IMPACT ON FUTURE FISCAL YEARS

The various grants are multiyear grants. LDAF may carry forward any unused funds from the other grants into future fiscal years until the respective grants expire.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

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

DEPARTMENT: DPSC Public Safety Services

AGENDA NO.: 2

AGENCY: State Police

ANALYST: John McKay

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Traffic Enforcement	\$3,162,394	0
Interagency Transfers:	\$0	Criminal Investigation	\$0	0
Self-Generated Revenue:	\$0	Operational Support	\$0	0
Statutory Dedications:	\$0	Gaming Enforcement	\$0	0
Federal Funds:	\$3,162,394			
Total	<u>\$3,162,394</u>	Total	<u>\$3,162,394</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Federal budget authority by \$3,162,394 to the Office of State Police. The source of funding is Federal funds from the Department of Homeland Security (DHS). On 5/20/25, Louisiana State Police (LSP) entered into an agreement with U.S. Immigration and Customs Enforcement (ICE), a component of DHS, to nominate and train personnel, who will then be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the jurisdiction of the State. Beginning 10/01/25, LSP will have the opportunity to seek reimbursement for certain expenditures under Section 287(g) of the Immigration and Nationality Act (INA) through the Memorandum of Agreement (MOA), which remains effective until either party terminates or suspends it.

The MOA provides for a formal partnership between ICE and LSP that outlines the roles, responsibilities, and procedures for collaboration in enforcing federal immigration laws under the 287(g) Program. Through this agreement, selected LSP officers receive specialized training and authorization from ICE to perform certain federal immigration enforcement functions while carrying out their state duties. The MOA details how information will be shared, the scope of immigration authority delegated, accountability and oversight measures, and the processes for reimbursement of eligible costs.

In FY 26, LSP is expected to expend \$3,162,394 as detailed below.

\$960,000	Salaries (128 credentialed LSP Task Force Officers receiving a one-time stipend of \$7,500)
\$2,072,345	Overtime (128 credentialed LSP Task Force Officers @ \$16,190 of overtime each, calculated on 19 pay periods. The maximum allowable overtime per officer is \$22,155, which is based on 26 pay periods)
\$30,049	Related Benefits (\$2,072,345 x 1.45% Medicare)
<u>\$100,000</u>	Transportation (one-time stipend for transportation services)
<u>\$3,162,394</u>	Total

II. IMPACT ON FUTURE FISCAL YEARS

The Memo of Agreement (MOA) was signed on 5/20/25 and remains effective until either party terminates or suspends it. This BA-7 provides budget authority for FY 26, but the full amount anticipated to be reimbursed under the current agreement is \$9,437,835. To be fully reimbursed for allowable expenditures until the anticipated end of the MOA, LSP will require federal budget authority in the following amounts by fiscal year: \$3,162,394 in FY 26; \$2,934,486 in FY 27; \$2,993,181 in FY 28; and \$347,774 in FY 29. The MOA is expected to conclude in FY 29 due to the end of the current presidential administration.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

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

DEPARTMENT: DPSC Public Safety Services

AGENDA NO.: 3

AGENCY: State Fire Marshal

ANALYST: John McKay

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Fire Prevention	\$578,499	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$578,499			
Total	<u>\$578,499</u>	Total	<u>\$578,499</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Federal budget authority by \$578,499 to the Office of State Fire Marshal (OSFM). The source of funding is federal funds from the Department of Homeland Security (DHS). On 5/20/25, OSFM entered into an agreement with U.S. Immigration and Customs Enforcement (ICE), a component of DHS, to nominate and train personnel, who will then be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the jurisdiction of the State. Beginning 10/01/25, OSFM will have the opportunity to seek reimbursement for certain expenditures under Section 287(g) of the Immigration and Nationality Act (INA) through the Memorandum of Agreement (MOA), which remains effective until either party terminates or suspends it.

The MOA provides for a formal partnership between ICE and OSFM that outlines the roles, responsibilities, and procedures for collaboration in enforcing federal immigration laws under the 287(g) Program. Through this agreement, selected OSFM officers receive specialized training and authorization from ICE to perform certain federal immigration enforcement functions while carrying out their state duties. The MOA details how information will be shared, the scope of immigration authority delegated, accountability and oversight measures, and the processes for reimbursement of eligible costs.

In FY 26, OSFM is expected to expend \$578,499 as detailed below.

\$150,000	Salaries (20 credentialed OSFM Task Force Officers receiving a one-time stipend of \$7,500)
\$323,804	Overtime (20 credentialed OSFM Task Force Officers @ \$16,190 of overtime each, calculated on 19 pay periods. The maximum allowable overtime per officer is \$22,155, which is based on 26 pay periods)
\$4,695	Related Benefits (\$323,804 x 1.45% Medicare)
<u>\$100,000</u>	Transportation (one-time stipend for transportation services)
<u>\$578,499</u>	Total

II. IMPACT ON FUTURE FISCAL YEARS

The Memorandum of Agreement (MOA) was signed on 5/20/25 and remains effective until either party terminates or suspends it. This BA-7 provides budget authority for FY 26, but the full amount anticipated to be reimbursed under the current agreement is \$1,559,740. To be fully reimbursed for allowable expenditures until the anticipated end of the MOA, OSFM will require federal budget authority in the following amounts by fiscal year: \$578,499 in FY 26; \$458,513 in FY 27; \$467,685 in FY 28; \$55,043 in FY 29. The MOA is expected to conclude in FY 29 due to the end of the current presidential administration.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

October 16, 2025

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

DEPARTMENT: Wildlife & Fisheries

AGENDA NO.: 4

AGENCY: Office of Wildlife

ANALYST: Richie Anderson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Wildlife	\$2,140,370	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$2,140,370			
Federal Funds:	\$0			
Total	<u>\$2,140,370</u>	Total	<u>\$2,140,370</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Rockefeller Wildlife Refuge Trust and Protection Fund by \$2,140,370 for the Office of Wildlife within the Louisiana Department of Wildlife and Fisheries (LDWF).

In August 2023, FEMA awarded LDWF a grant of \$3,838,060 in response to Hurricane Laura (2021), with a maximum reimbursement amount of \$2,801,975 (90% of the grant total minus the insurance payout of \$724,754). The FY 26 budget appropriates \$1,090,000 out of the Rockefeller Wildlife Refuge Trust and Protection Fund to acquire equipment for recovery efforts on the Rockefeller Wildlife Refuge, a portion of which is eligible for reimbursement from FEMA under PW2370 Alternative Use of Funds. In August 2025, FEMA approved the repurposing of an additional \$2,140,370 of the remaining grant funding for the Alternative Use of Funds Project to purchase equipment to help with the maintenance of levees and facilities, provide storm protection, and assist with evacuation efforts. Approval of this BA-7 would bring the total FY 26 budget for these acquisitions to \$3,230,370. After accounting for the maximum reimbursement rate from FEMA, the department plans to expend \$428,395 out of the fund to cover the required state match (at least 10%).

Rockefeller Wildlife Refuge and Trust Protection Fund

Current FY 26 project appropriation:	\$1,090,000
BA-7 Request:	<u>\$2,140,370</u>
Total:	\$3,230,370

Source of Funding	Amount
LDWF Contribution:	\$ 428,395
FEMA Reimbursement:	<u>\$2,801,975</u>
Total:	\$3,230,370

These funds will be used to acquire equipment to conduct recovery efforts on the Rockefeller Wildlife Refuge. Expenditures out of the acquisition expenditure category are as follows:

Item	Cost
Amphibious Excavators (2)	\$1,270,370
Dump Truck	\$315,000
Marsh Master	\$285,000
320 KW Generator	\$250,000
Motor Grader G700	\$250,000
250 KW Generator	\$200,000
Dozer	\$155,000
Front End Loader	\$125,000
15-foot Air Boat	\$120,000

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

Mobile Home with Elevated Foundation*	\$120,000
Skid Steer	\$90,000
Concrete Driveway and Parking at General Quarters*	<u>\$50,000</u>
Total:	\$3,230,370

***Note:** Located at the Rockefeller Wildlife Refuge.

The current fund balance of the Rockefeller Wildlife Refuge Trust and Protection Fund is \$78.1 M. The FY 26 appropriated budget is \$2.9 M, which includes the \$1.1 M current authority budgeted for acquisitions. If this BA-7 is approved, the appropriation out of the Fund will increase to a total of approximately \$5 M. Therefore, there is sufficient funding to cover the expenditures until FEMA reimburses the fund.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no direct impact on future fiscal years. This BA-7 allows the department to access an additional \$2.1 M in FEMA reimbursements. After the FEMA reimbursement replenishes the fund, utilization of \$428,395 out of the Rockefeller Wildlife Refuge Trust and Protection Fund will decrease the fund balance available for appropriation in future fiscal years for alternate purposes in favor of those proposed in this instrument.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

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

DEPARTMENT: Education
AGENCY: State Activities

AGENDA NO.: 5
ANALYST: Julie Silva

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

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Dyslexia Fund in the amount of \$1 M in the District Support Program within the Department of Education (LDOE). This fund was created by Act 525 of the 2024 RS to fund costs associated with the administration of a Core Assessment used to diagnose students with dyslexia. There is no recurring source of revenue for the Dyslexia Fund. Act 723 of the 2024 RS allocated \$1 M SGF to the fund. To date, no appropriations have been made from the fund.

These funds will be used to implement the Dyslexia Core Assessment Program as established under Act 517 of the 2024 RS. The act directs LDOE to select a dyslexia screener and to provide the screener at no cost to each public school. If the results of a screening indicate that a student is at risk for dyslexia, the parent or legal guardian will be notified within 30 days and, if requested by the parent or legal guardian, a Core Assessment for the diagnosis of dyslexia will be administered. The parent may select either the local education agency or a vendor or professional approved by LDOE to administer the Core Assessment. Parents are eligible for an average reimbursement rate of \$500 per academic year for Core Assessment administration.

LDOE, through the Office of Technology Services (OTS), will contract with SHI as the primary vendor. SHI will subcontract with Solix for database development and implementation. The contract will be managed by OTS and will cover the following: (1) build out and management of an application and reimbursement portal, (2) provide program oversight, and (3) ensure accountability through compliance reviews and reporting. The funding is estimated to aid approximately 1,586 students across the state, ensuring access to dyslexia core assessments and supporting early identification and intervention.

Expenditures are estimated as follows:

Implementation & Start-Up Fees	\$ 59,400
Solix Fees (January 2026 - June 2026)	\$ 87,480
SHI Fees (estimated to total around 7.5% of reimbursements to families)	\$ 59,718
Direct Reimbursements to Families	<u>\$ 793,402</u>
Total	<u>\$1,000,000</u>

II. IMPACT ON FUTURE FISCAL YEARS

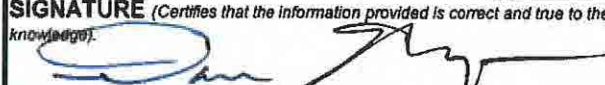
Approval of this BA-7 request will have no direct impact on future fiscal years; however, the appropriation of \$1 M out of the Dyslexia Fund will deplete the initial legislative deposit into the Fund. The remaining available cash in the fund is estimated to be \$22,977, comprised of interest earnings, should this instrument be approved.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

October 16, 2025

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

DEPARTMENT: Agriculture & Forestry		FOR OPB USE ONLY				
AGENCY: Agriculture & Forestry		OPB LOG NUMBER 101		AGENDA NUMBER 1		
SCHEDULE NUMBER: 04-160		Approval and Authority:				
SUBMISSION DATE: September 25, 2025						
AGENCY BA-7 NUMBER: 03						
HEAD OF BUDGET UNIT: Dane Morgan						
TITLE: Assistant Commissioner of Management & Finance						
SIGNATURE <i>(Certifies that the information provided is correct and true to the best of your knowledge).</i> 						
MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)		REVISED FY 2025-2026		
GENERAL FUND BY:						
DIRECT	\$26,524,102	\$0		\$26,524,102		
INTERAGENCY TRANSFERS	\$539,035	\$0		\$539,035		
FEES & SELF-GENERATED	\$8,252,743	\$0		\$8,252,743		
Regular Fees & Self-generated	\$8,252,743	\$0		\$8,252,743		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$41,960,821	\$0		\$41,960,821		
Structural Pest Control Commission Fund (A02)	\$1,552,031	\$0		\$1,552,031		
Louisiana Agricultural Finance Authority Fund (A07)	\$13,891,062	\$0		\$13,891,062		
Subtotal of Dedications from Pages 2-4	\$26,517,728	\$0		\$26,517,728		
FEDERAL	\$15,854,048	\$1,857,790		\$17,711,838		
TOTAL	\$93,130,749	\$1,857,790		\$94,988,539		
AUTHORIZED POSITIONS	587	0		587		
AUTHORIZED OTHER CHARGES	2	0		2		
NON-TO FTE POSITIONS	42	0		42		
TOTAL POSITIONS	631	0		631		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Management & Finance	\$23,863,477	124	\$0	0	\$23,863,477	124
Ag & Environment Sciences	\$14,491,237	111	\$0	0	\$14,491,237	111
Animal Health & Food Safety	\$15,727,739	120	\$0	0	\$15,727,739	120
Agro-Consumer Services	\$9,321,145	83	\$0	0	\$9,321,145	83
Forestry	\$26,640,650	183	\$1,857,790	0	\$28,498,440	183
Soil & Water	\$3,086,501	10	\$0	0	\$3,086,501	10
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$93,130,749	631	\$1,857,790	0	\$94,988,539	631

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

DEPARTMENT: Agriculture & Forestry	FOR OPB USE ONLY	
AGENCY: Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-160		
SUBMISSION DATE: September 25, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 03		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Pesticide Fund (A09)	\$6,320,172	\$0	\$6,320,172
Forest Protection Fund (A11)	\$996,244	\$0	\$996,244
Forestry Productivity Fund (A14)	\$350,000	\$0	\$350,000
Petroleum Products Fund (A15)	\$5,308,788	\$0	\$5,308,788
Livestock Brand Commission Fund (A17)	\$25,000	\$0	\$25,000
Agricultural Commodity Dealers & Warehouse Fund (A18)	\$2,215,591	\$0	\$2,215,591
SUBTOTAL (to Page 1)	\$15,215,795	\$0	\$15,215,795

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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

DEPARTMENT: Agriculture & Forestry	FOR OPB USE ONLY	
AGENCY: Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-160		
SUBMISSION DATE: September 25, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 03		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Seed Commission Fund (A21)	\$1,126,313	\$0	\$1,126,313
Sweet Potato Pests & Diseases Fund (A22)	\$200,000	\$0	\$200,000
Weights and Measures Fund (A23)	\$3,321,689	\$0	\$3,321,689
Feed and Fertilizer Fund (A29)	\$2,838,323	\$0	\$2,838,323
Horticulture and Quarantine Fund (A30)	\$2,600,000	\$0	\$2,600,000
Wildfire Suppression Subfund (A31)	\$975,000	\$0	\$975,000
SUBTOTAL (to Page 1)	\$11,061,325	\$0	\$11,061,325

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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

DEPARTMENT: Agriculture & Forestry	FOR OPB USE ONLY	
AGENCY: Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-160		
SUBMISSION DATE: September 25, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 03		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Imported Seafood Safety Fund (H42)	\$240,608	\$0	\$240,608
[Select Statutory Dedication]		\$0	\$0
[Select Statutory Dedication]		\$0	\$0
[Select Statutory Dedication]		\$0	\$0
[Select Statutory Dedication]		\$0	\$0
[Select Statutory Dedication]		\$0	\$0
SUBTOTAL (to Page 1)	\$240,608	\$0	\$240,608

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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

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

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

Federal Funds (100% reimbursable) to include the Consolidated Payment, Natural Disaster and Recovery, Bipartisan Infrastructure Law Infrastructure Investment and Jobs Act (BIL IJJA) State Fire Assistance, BIL IJJA State Forest Action Plan Grants through the USFS.

We are requesting the needed budget authority in order to secure needed encumbrances to procure and replace major firefighting equipment for the Office of Forestry such as Trucks, Skid Units, Dozer Plows, Radios.

The largest portion of these commitments (i.e. Trucks) can take up to 18 months or longer for actual delivery.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$1,857,790	\$0	\$0	\$0	\$0
TOTAL	\$1,857,790	\$0	\$0	\$0	\$0

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

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

Services cannot continue at the current level of services in the ensuing fiscal year(s).

This major fire fighting equipment is critical with regard to public life and safety, private property, and vital public infrastructure, as core examples. Much of the Office of Forestry's major firefighting equipment had been pushed beyond its normal wear and tear / expected useful life as a result of the August 2023 Heat-Related Emergencies. This major fire fighting equipment must be cycled out / acquired as LDAF continues to combat wildfires through its preparation, prevention, mitigation, and response activity phases.

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

No, this is not an after the fact BA-7.

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

Approval will allow LDAF the needed budget authority to secure needed encumbrances for major firefighting equipment for the Office of Forestry to support its required preparation, prevention, mitigation, and response activity phases to provide critical services such as public life and safety, private property, and vital public infrastructure, as core examples.

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

OBJECTIVE: Not Applicable.

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

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

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

This BA-7 will allow the Department to secure needed encumbrances to procure and replace major firefighting equipment for the Office of Forestry so as to not put this critical equipment at risk due to delayed delivery and while Federal Funds are secured to cover such costs.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.
The performance impacts associated with this request are identified, to the extent possible, in the explanations above.

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

Failure to approve this BA-7 will prevent the Office of Forestry the ability to procure and replace major firefighting equipment which have been pushed beyond their normal wear and tear / expected useful life as a result of recent Wildfire resposne activities suffered in the August 2023 Heat-Related Emergencies. Therefore, would be put in an even more vulnerable posture for ongoing and upcoming wildfire season preparation, prevention, mitigation, and response activities.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Office of Forestry

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	\$11,009,237	\$0	\$11,009,237	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$529,536	\$0	\$529,536	\$0	\$0	\$0	\$0
Statutory Dedications **	\$8,685,036	\$0	\$8,685,036	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$6,416,841	\$1,857,790	\$8,274,631	\$0	\$0	\$0	\$0
TOTAL MOF	\$26,640,650	\$1,857,790	\$28,498,440	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$10,070,976	\$0	\$10,070,976	\$0	\$0	\$0	\$0
Other Compensation	\$58,738	\$0	\$58,738	\$0	\$0	\$0	\$0
Related Benefits	\$4,823,655	\$0	\$4,823,655	\$0	\$0	\$0	\$0
Travel	\$255,043	\$0	\$255,043	\$0	\$0	\$0	\$0
Operating Services	\$1,824,357	\$0	\$1,824,357	\$0	\$0	\$0	\$0
Supplies	\$2,605,025	\$0	\$2,605,025	\$0	\$0	\$0	\$0
Professional Services	\$822,839	\$0	\$822,839	\$0	\$0	\$0	\$0
Other Charges	\$225,419	\$0	\$225,419	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$823,049	\$0	\$823,049	\$0	\$0	\$0	\$0
Acquisitions	\$5,131,549	\$1,857,790	\$6,989,339	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$26,640,650	\$1,857,790	\$28,498,440	\$0	\$0	\$0	\$0
POSITIONS							
Classified	179	0	179	0	0	0	0
Unclassified	2	0	2	0	0	0	0
TOTAL T.O. POSITIONS	181	0	181	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	2	0	2	0	0	0	0
TOTAL POSITIONS	183	0	183	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$529,536	\$0	\$529,536	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Louisiana Agricultural Finance Authority Fund (A07)	\$6,363,792	\$0	\$6,363,792	\$0	\$0	\$0	\$0
Forest Protection Fund (A11)	\$996,244	\$0	\$996,244	\$0	\$0	\$0	\$0
Forestry Productivity Fund (A14)	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0
Wildfire Suppression Subfund (A31)	\$975,000	\$0	\$975,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 1 NAME: <u>Office of Forestry</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$1,857,790	\$1,857,790
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$1,857,790	\$1,857,790
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$1,857,790	\$1,857,790
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

1. This request is to adjust the current budget (2025-2026) for additional Federal Acquisitions budget authority being requested and associated with:

Securing needed encumbrances to procure and replace major firefighting equipment for the Office of Forestry such as Trucks, Skid Units, Dozer Plows, Radios.

The largest portion of these commitments (i.e. Trucks) can take up to 18 months or longer for actual delivery.

Much of the Office of Forestry's major firefighting equipment had been pushed beyond its normal wear and tear / expected useful life as a result of the August 2023 Heat-Related Emergencies. This major firefighting equipment must be cycled out / acquired as LDAF continues to combat wildfires through its preparation, prevention, mitigation, and response activity phases.

Federal Funds (100% reimbursable) to include the Consolidated Payment, Natural Disaster and Recovery, Bipartisan Infrastructure Law Infrastructure Investment and Jobs Act (BIL IJJA) State Fire Assistance, BIL IJJA State Forest Action Plan Grants through the US Forest Service.

REVENUES

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

2. If STATE GENERAL FUND

- Not applicable

3. If IAT

- Not applicable

4. If Self-Generated Revenues

- Not applicable

5. If Statutory Dedications

- Not applicable

6. If Interim Emergency Board Appropriations

- Not applicable

7. If Federal Funds – \$1,857,790

- \$1,857,790 for the Office of Forestry to procure and replace major firefighting equipment such as Trucks, Skid Units, Dozer Plows, Radios through the US Forest Service

8. All Grants

- Federal Funds (100% reimbursable) to include the Consolidated Payment, Natural Disaster and Recovery, Bipartisan Infrastructure Law Infrastructure Investment and Jobs Act (BIL IJJA) State Fire Assistance, BIL IJJA State Forest Action Plan grants through the US Forest Service.

EXPENDITURES

9. **\$1,857,790** for the Office of Forestry to procure and replace major firefighting equipment such as Trucks, Skid Units, Dozer Plows, Radios through the US Forest Service (Federal-Acquisitions)

Detailed Breakdown as follows:


- \$1,149,000 - (18) Trucks to include 450 DRW 4x4 Crew Cab Trucks with flat beds, 350 single axle 4x4 Diesel extended/crew cab, 250 Single Axle HD 4x4 Crew Cab Gas, and 3/4 Ton Crew Cab 4X4 to be used for reasons such as to become a Type 6 Engine, for mop up with a slip in tank, and in Forest Health Management
- \$237,790 - (24) Skid Unit/Skid Unit UTV's to be used in UTV's, in ½ ton and 1 ton trucks, and on 450 trucks for engine use. Skid Units are compact, self-contained units that carry essential firefighting equipment such as water tanks, pumps, hoses, and other lifesaving tools.
- \$336,000 - (28) Plows for Dozers to be used to assist with the containment, suppression, and mitigation of wildfires occurring in Louisiana. The transport/plow unit combination will assist to maintain proper firefighting assets for wildfire containment, especially in areas impacted by major hurricanes the last 3 years. The wooded areas of the state were severely impacted during Hurricanes Laura, Delta and Ida and large woody fuels remain. Ingress and egress into these impacted areas can be difficult for suppression efforts without mechanized equipment.
- \$135,000 - (27) Dual Band Mobile BK Radios to be used for communication in Forestry Substations in addition to dozers and pickups within the Kisatchie National Forest and for key personnel. There are no known viable sources of renting or contracting for the type of equipment requested.

OTHER

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

Dane K. Morgan
Assistant Commissioner of Management and Finance
(225) 952-8142
dmorgan@ldaf.state.la.us

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

DEPARTMENT: Department of Public Safety		FOR OPB USE ONLY				
AGENCY: Office of State Police		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 08B-419		102		2		
SUBMISSION DATE: September 25, 2025		Approval and Authority:				
AGENCY BA-7 NUMBER: 13-419-05						
HEAD OF BUDGET UNIT: Colonel Robert P. Hodges						
TITLE: Deputy Secretary/Superintendent of LSP						
SIGNATURE <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> 						
MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)		REVISED FY 2025-2026		
GENERAL FUND BY:						
DIRECT	\$128,770,011			\$128,770,011		
INTERAGENCY TRANSFERS	\$36,927,131			\$36,927,131		
FEES & SELF-GENERATED	\$170,345,534			\$170,345,534		
Regular Fees & Self-generated	\$105,529,751			\$105,529,751		
Subtotal of Fund Accounts from Page 2	\$64,815,783			\$64,815,783		
STATUTORY DEDICATIONS	\$91,859,113			\$91,859,113		
FEDERAL	\$14,072,949	\$3,162,394		\$17,235,343		
TOTAL	\$441,974,738	\$3,162,394		\$445,137,132		
AUTHORIZED POSITIONS	1,808			1,808		
AUTHORIZED OTHER CHARGES						
NON-TO FTE POSITIONS	43			43		
TOTAL POSITIONS	1,851			1,851		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100-Traffic Enforcement	\$176,786,368	982	\$3,162,394		\$179,948,762	982
200-Criminal Investigations	\$37,781,818	200			\$37,781,818	200
300-Operational Support	\$193,089,499	415			\$193,089,499	415
400-Gaming Enforcement	\$34,317,053	211			\$34,317,053	211
Subtotal of programs from Page 2:						
TOTAL	\$441,974,738	1,808	\$3,162,394		\$445,137,132	1,808

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

DEPARTMENT: Department of Public Safety	FOR OPB USE ONLY	
AGENCY: Office of State Police	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 08B-419		
SUBMISSION DATE: September 25, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 13-419-05		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
Insurance Fraud Investigation Dedicated Fund Account (I09A)	\$5,187,785		\$5,187,785
Motorcycle Safety, Awareness, and Operator Training Program Fund Account (P04A)	\$333,850		\$333,850
Public Safety DWI Testing, Maintenance, & Training Dedicated Fund Account (P05A)	\$440,825		\$440,825
LA Towing and Storage Dedicated Fund Account (F07A)	\$300,000		\$300,000
Concealed Handgun Permit Dedicated Fund Account (P11A)	\$734,963		\$734,963
Right-to-Know Dedicated Fund Account (P12A)	\$26,069		\$26,069
Explosives Trust Dedicated Fund Account (P21A)	\$251,182		\$251,182
Sex Offender Registry Technology Fund Account (P25A)	\$25,000		\$25,000
Criminal Identification and Information Dedicated Fund Account (P28A)	\$6,500,000		\$6,500,000
Unified Camier Registration Agreement Dedicated Fund Account (P34A)	\$12,482,044		\$12,482,044
Insurance Verification System Dedicated Fund Account (P39A)	\$38,534,065		\$38,534,065
SUBTOTAL (to Page 1)	\$64,815,783		\$64,815,783
STATUTORY DEDICATIONS			
Tobacco Tax Health Care Fund (E32)	\$3,131,600		\$3,131,600
Video Draw Poker Device Fund (G03)	\$5,297,174		\$5,297,174
Riverboat Gaming Enforcement Fund (G04)	\$55,007,802		\$55,007,802
Pari-mutuel Live Racing Facility Gaming Control Fund (G09)	\$1,952,084		\$1,952,084
Sports Wagering Enforcement Fund (G24)	\$1,700,000		\$1,700,000
Underground Damages Prevention Fund (P13)	\$15,000		\$15,000
Criminal Justice and First Responder Fund (JJ7)	\$3,800,000		\$3,800,000
Hazardous Materials Emergency Response Fund (P19)	\$106,453		\$106,453
Louisiana State Police Salary Fund (P29)	\$20,600,000		\$20,600,000
Dept. of Public Safety and Corrections Police Officer Fund (P31)	\$249,000		\$249,000
SUBTOTAL (to Page 1)	\$91,859,113		\$91,859,113

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
SUBTOTAL (to Page 1)						

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

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

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

The funding source for this request is federal funding from the Department of Homeland Security, Immigration and Customs Enforcement. The requested funds are necessary to offset costs incurred by Louisiana State Police (LSP) 287(g)-credentialed task force officers, for operational expenses directly related to program execution. See the attached agreement.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT					
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED					
STATUTORY DEDICATIONS					
FEDERAL	\$3,162,394	\$2,934,486	\$2,993,181	\$352,274	
TOTAL	\$3,162,394	\$2,934,486	\$2,993,181	\$352,274	

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

This action will not require additional personnel.

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

This request is necessary to ensure that LSP has sufficient budget authority in the current fiscal year to receive and apply federal reimbursement for expenditures incurred under Section 287(g) of the Immigration and Nationality Act (INA).

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

This BA-7 is not after the fact.

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

This request is necessary to ensure that LSP has sufficient budget authority in the current fiscal year to receive and apply federal reimbursement for expenditures incurred under Section 287(g) of the Immigration and Nationality Act (INA). See Attachment A for projected expenditures.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

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

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

Not applicable.

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

This program will have positive impacts on the state of Louisiana. It not only enhances ICE's operational reach but also allows Louisiana State Troopers to support immigration enforcement efforts statewide. By integrating state resources with federal oversight, the 287(g) designation provides additional manpower during operations involving non-citizens who have been detained for or convicted of criminal offenses. In addition, this opportunity equips both the agency and individual Troopers with valuable resources, tools, and support provided by ICE, further strengthening their ability to carry out complex missions effectively. Ultimately, this collaboration strengthens the overall mission by bridging local and federal capabilities, improving efficiency, and ensuring that enforcement is carried out responsibly and within the bounds of the law. There are no performance indicators related to this adjustment.

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

Failure to approve this BA-7 will leave the agency without adequate federal budget authority to receive reimbursement from the Department of Homeland Security for task-force officer expenses related to this program.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 1 NAME: <u>TRAFFIC ENFORCEMENT</u>							
MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	\$29,037,556		\$29,037,556				
Interagency Transfers	\$9,979,084		\$9,979,084				
Fees & Self-Generated *	\$91,953,508		\$91,953,508				
Statutory Dedications **	\$39,541,787		\$39,541,787				
FEDERAL FUNDS	\$6,274,433	\$3,162,394	\$9,436,827	\$2,934,486	\$2,993,181	\$352,274	
TOTAL MOF	\$176,786,368	\$3,162,394	\$179,948,762	\$2,934,486	\$2,993,181	\$352,274	
EXPENDITURES:							
Salaries	\$85,433,039	\$3,032,345	\$88,465,384	\$2,892,544	\$2,950,400	\$347,239	
Other Compensation	\$3,330,106		\$3,330,106				
Related Benefits	\$53,660,923	\$30,049	\$53,690,972	\$41,942	\$42,781	\$5,035	
Travel	\$842,720		\$842,720				
Operating Services	\$7,646,749		\$7,646,749				
Supplies	\$2,746,930		\$2,746,930				
Professional Services	\$259,730		\$259,730				
Other Charges	\$11,106,476	\$100,000	\$11,206,476				
Debt Services							
Interagency Transfers	\$9,474,948		\$9,474,948				
Acquisitions	\$1,427,913		\$1,427,913				
Major Repairs	\$856,834		\$856,834				
UNALLOTTED							
TOTAL EXPENDITURES	\$176,786,368	\$3,162,394	\$179,948,762	\$2,934,486	\$2,993,181	\$352,274	
POSITIONS							
Classified	979		979				
Unclassified	3		3				
TOTAL T.O. POSITIONS	982		982				
Other Charges Positions							
Non-TO FTE Positions	17		17				
TOTAL POSITIONS	999		999				
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$53,175,712		\$53,175,712				
Motorcycle Safety, Awareness, and Operator Training Program Fund Account (P04A)	\$333,850		\$333,850				
LA Towing and Storage Dedicated Fund Account (P07A)	\$300,000		\$300,000				
Right-to-Know Dedicated Fund Account (P12A)	\$26,069		\$26,069				
Explosives Trust Dedicated Fund Account (P21A)	\$251,182		\$251,182				
Unified Camer Registration Agreement Dedicated Fund Account (P34A)	\$12,482,044		\$12,482,044				
Insurance Verification System Dedicated Fund Account (P39A)	\$25,384,651		\$25,384,651				
**Statutory Dedications:							
Tobacco Tax Health Care Fund (E32)	\$389,939		\$389,939				
Riverboat Gaming Enforcement Fund (G04)	\$36,240,362		\$36,240,362				
Underground Damages Prevention Fund (P13)	\$15,000		\$15,000				
Hazardous Materials Emergency Response Fund (P19)	\$106,453		\$106,453				
Criminal Justice and First Responder Fund (JU7)	\$1,800,000		\$1,800,000				
Louisiana State Police Salary Fund (P29)	\$990,033		\$990,033				

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: TRAFFIC ENFORCEMENT

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT					\$3,162,394	\$3,162,394
EXPENDITURES:						
Salaries					\$3,032,345	\$3,032,345
Other Compensation						
Related Benefits					\$30,049	\$30,049
Travel						
Operating Services						
Supplies						
Professional Services						
Other Charges					\$100,000	\$100,000
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES					\$3,162,394	\$3,162,394
OVER / (UNDER)						
POSITIONS						
Classified						
Unclassified						
TOTAL T.O. POSITIONS						
Other Charges Positions						
Non-TO FTE Positions						
TOTAL POSITIONS						

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. The general purpose of BA-7 #13-419-05 is to allow LSP to receive funds from the Department of Homeland Security, Immigration and Customs Enforcement, in the current fiscal year and apply federal reimbursement for expenditures incurred under Section 287(g) of the Immigration and Nationality Act (INA).

REVENUES

7. The revenues associated with this request are direct Federal funds from the Department of Homeland Security.

REVENUE SOURCE	BEGINNING BUDGET	ADJUSTMENT AMOUNT	REVISED BUDGET
FEDERAL	\$14,072,949	\$3,162,394	\$17,235,343

EXPENDITURES

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

GL CODE	DESCRIPTION	AMOUNT	MOF
5110010	Salaries-Classified-Regular	\$960,000	FEDERAL
5110015	Overtime-Classified-Regular	\$2,072,345	FEDERAL
5130060	Related Benefits-Medicare	\$30,049	FEDERAL
5620065	Other Charges Supplies	\$100,000	FEDERAL
TOTAL FEDERAL YEAR 1 COST		\$3,162,394	

OTHER

- 12.
- | | |
|---|---|
| LTC. Robert Burns II
Deputy Superintendent - Chief Administrative Officer
225.925.6032
Robert.Burns@la.gov | Elizabeth Boudreaux
Deputy Budget Director
225.925.3628
Elizabeth.Boudreaux@la.gov |
| Vyki Thompson
Budget Director
225.925.6032
Vyki.Thompson@la.gov | Kerri H. Fournier
Budget Administrator
225.925.8030
Kerri.Fournier@la.gov |

LOUISIANA STATE POLICE
 TASK FORCE OFFICERS
 ATTACHMENT A - CALCULATIONS

ASSUMPTIONS:

- * 128 Credentialed Louisiana State Police Task Force Officers (TFOs)
- * Federal FY 2026 annual overtime cap of \$22,155.25
- * Pay Periods:


	Est. Overtime	Medicare	Total
FY 2026 - 19 Pay Periods	\$2,072,345	\$30,049	\$2,102,394
FY 2027 - 26 Pay Periods	\$2,892,544	\$41,942	\$2,934,486
FY 2028 - 26 Pay Periods	\$2,950,400	\$42,781	\$2,993,181
FY 2029 - 3 Pay Periods	\$347,239	\$5,035	\$352,274
- * One-time stipend of \$7,500 issued to each credentialed TFO (\$7,500 x 128 TFOs = \$960,000)
- * One-time allowance of \$100,000 for transportation needs

PROJECTION:

	Year 1	Year 2	Year 3	Year 4	
SALARIES (ONE-TIME STIPEND PER TFO)	\$960,000				*based on fixed amount
OVERTIME	\$2,072,345	\$2,892,544	\$2,950,400	\$347,239	*based on FFY annual cap for state
RELATED BENEFITS (MEDICARE 1.45%)	\$30,049	\$41,942	\$42,781	\$5,035	and local overtime
TRANSPORTATION (ONE-TIME ALLOWANCE)	\$100,000				*based on fixed amount
PROJECTED TOTAL	\$3,162,394	\$2,934,486	\$2,993,181	\$352,274	

*During this initial planning phase, the number of assigned TFOs and overtime hours may vary. Overtime estimates are based on the FFY annual cap per officer and the number of pay periods during the period of performance, broken out by state fiscal year.

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

DEPARTMENT: Department of Public Safety		FOR OPB USE ONLY				
AGENCY: Office of State Fire Marshal		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 08B-422		103		3		
SUBMISSION DATE: September 25, 2025		Approval and Authority:				
AGENCY BA-7 NUMBER: 14-422-03						
HEAD OF BUDGET UNIT: Bryan J. Adams						
TITLE: Principal Assistant						
SIGNATURE <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> 						
MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)		REVISED FY 2025-2026		
GENERAL FUND BY:						
DIRECT						
INTERAGENCY TRANSFERS		\$1,259,721			\$1,259,721	
FEES & SELF-GENERATED		\$6,481,072			\$6,481,072	
Regular Fees & Self-generated		\$5,456,072			\$5,456,072	
Subtotal of Fund Accounts from Page 2		\$1,025,000			\$1,025,000	
STATUTORY DEDICATIONS		\$32,206,578			\$32,206,578	
FEDERAL		\$691,542	\$578,499	\$1,270,041		
TOTAL		\$40,638,913	\$578,499	\$41,217,412		
AUTHORIZED POSITIONS		206			206	
AUTHORIZED OTHER CHARGES						
NON-TO FTE POSITIONS		1			1	
TOTAL POSITIONS		207			207	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100 - Fire Prevention						
	\$40,638,913	206	\$578,499		\$41,217,412	206
Subtotal of programs from Page 2:						
TOTAL						
	\$40,638,913	206	\$578,499		\$41,217,412	206

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

DEPARTMENT: Department of Public Safety	FOR OPB USE ONLY	
AGENCY: Office of State Fire Marshal	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 08B-422		
SUBMISSION DATE: September 25, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 14-422-03		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEEES & SELF-GENERATED			
LA Life Safety and Property Protection Trust Dedicated Fund Account (P32A)	\$725,000		\$725,000
Industrialized Building Program Dedicated Fund Account (P36A)	\$300,000		\$300,000
SUBTOTAL (to Page 1)	\$1,025,000		\$1,025,000
STATUTORY DEDICATIONS			
Louisiana Manufactured Housing Commission Fund (V20)	\$305,775		\$305,775
Louisiana Fire Marshal Fund (P01)	\$29,640,803		\$29,640,803
Two Percent Fire Insurance Fund (103)	\$1,960,000		\$1,960,000
Emergency Training Academy Film Library Fund (P47)	\$50,000		\$50,000
Volunteer Firefighters Tuition Reimbursement Fund (P43)	\$250,000		\$250,000
SUBTOTAL (to Page 1)	\$32,206,578		\$32,206,578

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
SUBTOTAL (to Page 1)						

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

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

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

The funding source for this request is federal funding from the Department of Homeland Security, Immigration and Customs Enforcement. The requested funds are necessary to offset costs incurred by the Louisiana Office of State Fire Marshal (OSFM) 287(g)-credentialed task force officers, for operational expenses directly related to program execution. See the attached agreement.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT					
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED					
STATUTORY DEDICATIONS					
FEDERAL	\$578,499	\$458,513	\$467,685	\$55,043	
TOTAL	\$578,499	\$458,513	\$467,685	\$55,043	

3. If this action requires additional personnel, provide a detailed explanation below:
This action will not require additional personnel.

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

This request is necessary to ensure that OSFM has sufficient budget authority in the current fiscal year to receive and apply federal reimbursement for expenditures incurred under Section 287(g) of the Immigration and Nationality Act (INA).

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

This BA-7 is not after the fact.

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

This request is necessary to ensure that the OSFM has sufficient budget authority in the current fiscal year to receive and apply federal reimbursement for expenditures incurred under Section 287(g) of the Immigration and Nationality Act (INA). See Attachment A for projected expenditures.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

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

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

Not Applicable.

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

This program will have positive impacts on the state of Louisiana. It not only enhances ICE’s operational reach but also allows the Office of State Fire Marshal to support immigration enforcement efforts statewide. By integrating state resources with federal oversight, the 287(g) designation provides additional manpower during operations involving non-citizens who have been detained for or convicted of criminal offenses. In addition, this opportunity equips the agency with valuable resources, tools, and support provided by ICE, further strengthening its ability to carry out complex missions effectively. Ultimately, this collaboration strengthens the overall mission by bridging local and federal capabilities, improving efficiency, and ensuring that enforcement is carried out responsibly and within the bounds of the law. There are no performance indicators related to this adjustment.

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

Failure to approve this BA-7 will leave the agency without adequate federal budget authority to receive reimbursement from the Department of Homeland Security for task-force officer expenses related to this program.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: FIRE PREVENTION

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct							
Interagency Transfers	\$1,259,721		\$1,259,721				
Fees & Self-Generated *	\$6,481,072		\$6,481,072				
Statutory Dedications **	\$32,206,578		\$32,206,578				
FEDERAL FUNDS	\$691,542	\$578,499	\$1,270,041	\$458,513	\$467,685	\$55,043	
TOTAL MOF	\$40,638,913	\$578,499	\$41,217,412	\$458,513	\$467,685	\$55,043	
EXPENDITURES:							
Salaries	\$14,708,970	\$473,804	\$15,182,774	\$451,960	\$461,000	\$54,256	
Other Compensation	\$1,309,349		\$1,309,349				
Related Benefits	\$7,712,471	\$4,695	\$7,717,166	\$6,553	\$6,685	\$787	
Travel	\$372,000		\$372,000				
Operating Services	\$2,935,516		\$2,935,516				
Supplies	\$704,810		\$704,810				
Professional Services	\$7,219		\$7,219				
Other Charges	\$5,271,571	\$100,000	\$5,371,571				
Debt Services							
Interagency Transfers	\$6,617,007		\$6,617,007				
Acquisitions							
Major Repairs	\$1,000,000		\$1,000,000				
UNALLOTTED							
TOTAL EXPENDITURES	\$40,638,913	\$578,499	\$41,217,412	\$458,513	\$467,685	\$55,043	
POSITIONS							
Classified	196		196				
Unclassified	10		10				
TOTAL T.O. POSITIONS	206		206				
Other Charges Positions							
Non-TO FTE Positions	1		1				
TOTAL POSITIONS	207		207				
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$5,456,072		\$5,456,072				
LA Life Safety and Property Protection Trust Dedicated Fund Account (P32A)	\$725,000		\$725,000				
Industrialized Building Program Dedicated Fund Account (P36A)	\$300,000		\$300,000				
**Statutory Dedications:							
Louisiana Manufactured Housing Commission Fund (V20)	\$305,775		\$305,775				
Louisiana Fire Marshal Fund (P01)	\$29,640,803		\$29,640,803				
Emergency Training Academy Film Library Fund (P47)	\$50,000		\$50,000				
Volunteer Firefighters Tuition Reimbursement Fund (P43)	\$250,000		\$250,000				

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 1 NAME: <u>FIRE PREVENTION</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT					\$578,499	\$578,499
EXPENDITURES:						
Salaries					\$473,804	\$473,804
Other Compensation						
Related Benefits					\$4,695	\$4,695
Travel						
Operating Services						
Supplies						
Professional Services						
Other Charges					\$100,000	\$100,000
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES					\$578,499	\$578,499
OVER / (UNDER)						
POSITIONS						
Classified						
Unclassified						
TOTAL T.O. POSITIONS						
Other Charges Positions						
Non-TO FTE Positions						
TOTAL POSITIONS						

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. The general purpose of BA-7 #14-422-03 is to allow OSFM to receive funds from the Department of Homeland Security, Immigration and Customs Enforcement, in the current fiscal year and apply federal reimbursement for expenditures incurred under Section 287(g) of the Immigration and Nationality Act (INA).

REVENUES

7. The revenues associated with this request are direct Federal funds from the Department of Homeland Security.

REVENUE SOURCE	BEGINNING BUDGET	ADJUSTMENT AMOUNT	REVISED BUDGET
Federal	\$691,542	\$578,499	\$1,270,041

EXPENDITURES

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

OBJECT CODE	AMOUNT	MOF
5110010 - Salaries-Classified-Regular	\$150,000	Federal
5110015 - Overtime-Classified-Regular	\$323,804	Federal
5130060 - Related Benefits-Medicare	\$4,695	Federal
5620065 - Other Charges Supplies	\$100,000	Federal
Total Federal Year 1	\$578,499	

OTHER

12. LTC Robert Burns
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Budget Director
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Elizabeth Boudreaux
Deputy Budget Director
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OFFICE OF STATE FIRE MARSHAL
 TASK FORCE OFFICERS
 ATTACHMENT A - CALCULATIONS

ASSUMPTIONS:

- * 20 Credentialed Louisiana Office of State Fire Marshal Task Force Officers (TFOs)
- * Federal FY 2026 annual overtime cap of \$22,155.25
- * Pay Periods:


	Est. Overtime	Medicare	Total
FY 2026 - 19 Pay Periods	\$323,804	\$4,695	\$328,499
FY 2027 - 26 Pay Periods	\$451,960	\$6,553	\$458,513
FY 2028 - 26 Pay Periods	\$461,000	\$6,685	\$467,685
FY 2029 - 3 Pay Periods	\$54,256	\$787	\$55,043
- * One-time stipend of \$7,500 issued to each credentialed TFO (\$7,500 x 20 TFOs = \$150,000)
- * One-time allowance of \$100,000 for transportation needs

PROJECTION:

	Year 1	Year 2	Year 3	Year 4	
SALARIES (ONE-TIME STIPEND PER TFO)	\$150,000				*based on fixed amount
OVERTIME	\$323,804	\$451,960	\$461,000	\$54,256	*based on FFY annual cap for state
RELATED BENEFITS (MEDICARE 1.45%)	\$4,695	\$6,553	\$6,685	\$787	and local overtime
TRANSPORTATION (ONE-TIME ALLOWANCE)	\$100,000				*based on fixed amount
PROJECTED TOTAL	\$578,499	\$458,513	\$467,685	\$55,043	

* During this initial planning phase, the number of assigned TFOs and overtime hours may vary. Overtime estimates are based on the FFY annual cap per officer and the number of pay periods during the period of performance, broken out by state fiscal year.

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

DEPARTMENT: Louisiana Department of Wildlife & Fisheries		FOR OPB USE ONLY				
AGENCY: Office of Wildlife		OPB LOG NUMBER 100 R		AGENDA NUMBER 4		
SCHEDULE NUMBER: 16-513		Approval and Authority:				
SUBMISSION DATE: 9/24/25						
AGENCY BA-7 NUMBER: W-26-04						
HEAD OF BUDGET UNIT: Bryan McClinton						
TITLE: Undersecretary						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small> 						
MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)		REVISED FY 2025-2026		
GENERAL FUND BY:						
DIRECT	\$1,391,215	\$0		\$1,391,215		
INTERAGENCY TRANSFERS	\$4,157,927	\$0		\$4,157,927		
FEES & SELF-GENERATED	\$4,523,484	\$0		\$4,523,484		
Regular Fees & Self-generated	\$310,227	\$0		\$310,227		
Subtotal of Fund Accounts from Page 2	\$4,213,257	\$0		\$4,213,257		
STATUTORY DEDICATIONS	\$26,822,750	\$2,140,370		\$28,963,120		
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	\$4,585,403	\$0		\$4,585,403		
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	\$2,887,627	\$2,140,370		\$5,027,997		
Subtotal of Dedications from Page 2	\$19,349,720	\$0		\$19,349,720		
FEDERAL	\$34,422,534	\$0		\$34,422,534		
TOTAL	\$71,317,910	\$2,140,370		\$73,458,280		
AUTHORIZED POSITIONS	226	0		226		
AUTHORIZED OTHER CHARGES	3	0		3		
NON-TO FTE POSITIONS	45	0		45		
TOTAL POSITIONS	274	0		274		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
OFFICE OF WILDLIFE	\$71,317,910	274	\$2,140,370	0	\$73,458,280	274
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$71,317,910	274	\$2,140,370	0	\$73,458,280	274

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

DEPARTMENT: Louisiana Department of Wildlife & Fisheries	FOR OPB USE ONLY	
AGENCY: Office of Wildlife	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 16-613		
SUBMISSION DATE: 9/24/25	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: W-26-04		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
Louisiana Alligator Resource Dedicated Fund Account (W09)	\$2,903,916	\$0	\$2,903,916
LA Duck License Stamp and Print Dedicated Fund Account (W08)	\$1,309,341	\$0	\$1,309,341
SUBTOTAL (to Page 1)	\$4,213,257	\$0	\$4,213,257
STATUTORY DEDICATIONS			
Marsh Island Operating Fund (RS1)	\$155,570	\$0	\$155,570
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000
Oil Spill Contingency Fund (V01)	\$323,659	\$0	\$323,659
Conservation Fund (W01)	\$12,468,955	\$0	\$12,468,955
LA Fur Public Education and Marketing Fund (W03)	\$68,049	\$0	\$68,049
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$1,622,325	\$0	\$1,622,325
Louisiana Wild Turkey Fund (W16)	\$30,100	\$0	\$30,100
Conservation of the Black Bear Account (W23)	\$208,500	\$0	\$208,500
Conservation--Quail Account (W24)	\$25,587	\$0	\$25,587
Conservation--White Tail Deer Account (W26)	\$15,700	\$0	\$15,700
White Lake Property Fund (W32)	\$1,920,500	\$0	\$1,920,500
MC Davis Conservation Fund (W37)	\$10,775	\$0	\$10,775
SUBTOTAL (to Page 1)	\$19,349,720	\$0	\$19,349,720

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The purpose of this BA-7 is to increase the FY26 Rockefeller Refuge Trust Fund budget authority to allow the Louisiana Department of Wildlife & Fisheries (LDWF) to utilize FEMA approved Alternate Use of Funds for the acquisitions of essential equipment. FEMA recently approved an additional \$2.1M under PW2370 brining the total authorized acquisitions to \$3.2M. The current budget in Rock Trust is insufficient to support this expanded funding opportunity.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$2,140,370	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,140,370	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel are required.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
The Alternate Use of Funds approval is time-limited, and FEMA requires that expenditures be made within a set window associated with the hurricane recovery claim. Delaying the budget adjustment until FY27 would prevent LDWF from accessing the full \$3.2M allocation, resulting in forfeiture of federal reimbursement dollars. Acting now ensures LDWF can obligate and expend funds within FEMA's timeframe.

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

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

Approval of this BA-7 enables LDWF to acquire critical equipment needed in our recovery efforts, and to reduce impacts from future storms in addition to supporting daily operations. The reimbursement structure ensures a strong return on investment, with 90% of expenditures reimbursed by FEMA. This adjustment also allows LDWF to fully utilize federal resources awarded under the hurricane recovery program, preventing funds from going unused.

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

OBJECTIVE:				
LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

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

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

Approval of this BA-7 enables LDWF to acquire critical equipment needed in our recovery efforts, and to reduce impacts from future storms in addition to supporting daily operations. The reimbursement structure ensures a strong return on investment, with 90% of expenditures reimbursed by FEMA. This adjustment also allows LDWF to fully utilize federal resources awarded under the hurricane recovery program, preventing funds from going unused.

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

There are no performance indicators related to this BA-7 request because performance impacts have not been identified. This is due to the fact that the requested change does not alter existing processes, resource allocations, or service delivery expectations. As such, it is not expected to influence any measurable performance outcomes.

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

If this adjustment is not approved, LDWF will be unable to access the additional \$2.1M in FEMA authorized Alternate Use of Funds resulting in a loss of \$1.8M in federal reimbursements. This would limit equipment acquisitions to the current budgets authority of \$374,750.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT								
PROGRAM 1 NAME: <u>OFFICE OF WILDLIFE</u>								
MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS				
	FY 2025-2026	ADJUSTMENT	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	
GENERAL FUND BY:								
Direct	\$1,391,215	\$0	\$1,391,215	\$0	\$0	\$0	\$0	
Interagency Transfers	\$4,157,927	\$0	\$4,157,927	\$0	\$0	\$0	\$0	
Fees & Self-Generated *	\$4,523,484	\$0	\$4,523,484	\$0	\$0	\$0	\$0	
Statutory Dedications **	\$26,822,750	\$2,140,370	\$28,963,120	\$0	\$0	\$0	\$0	
FEDERAL FUNDS	\$34,422,534	\$0	\$34,422,534	\$0	\$0	\$0	\$0	
TOTAL MOF	\$71,317,910	\$2,140,370	\$73,458,280	\$0	\$0	\$0	\$0	
EXPENDITURES:								
Salaries	\$14,143,594	\$0	\$14,143,594	\$0	\$0	\$0	\$0	
Other Compensation	\$1,119,504	\$0	\$1,119,504	\$0	\$0	\$0	\$0	
Related Benefits	\$8,292,257	\$0	\$8,292,257	\$0	\$0	\$0	\$0	
Travel	\$428,968	\$0	\$428,968	\$0	\$0	\$0	\$0	
Operating Services	\$3,199,017	\$0	\$3,199,017	\$0	\$0	\$0	\$0	
Supplies	\$2,704,859	\$0	\$2,704,859	\$0	\$0	\$0	\$0	
Professional Services	\$5,748,064	\$0	\$5,748,064	\$0	\$0	\$0	\$0	
Other Charges	\$21,849,005	\$0	\$21,849,005	\$0	\$0	\$0	\$0	
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$3,012,275	\$0	\$3,012,275	\$0	\$0	\$0	\$0	
Acquisitions	\$4,554,755	\$2,140,370	\$6,695,125	\$0	\$0	\$0	\$0	
Major Repairs	\$6,265,612	\$0	\$6,265,612	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$71,317,910	\$2,140,370	\$73,458,280	\$0	\$0	\$0	\$0	
POSITIONS								
Classified	222	0	222	0	0	0	0	
Unclassified	4	0	4	0	0	0	0	
TOTAL T.O. POSITIONS	226	0	226	0	0	0	0	
Other Charges Positions	3	0	3	0	0	0	0	
Non-TO FTE Positions	45	0	45	0	0	0	0	
TOTAL POSITIONS	274	0	274	0	0	0	0	
*Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$310,227	\$0	\$310,227	\$0	\$0	\$0	\$0	
Louisiana Alligator Resource Dedicated Fund Account (W09)	\$2,903,916	\$0	\$2,903,916	\$0	\$0	\$0	\$0	
LA Duck License Stamp and Print Dedicated Fund Account (W08)	\$1,309,341	\$0	\$1,309,341	\$0	\$0	\$0	\$0	
**Statutory Dedications:								
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	\$4,585,403	\$0	\$4,585,403	\$0	\$0	\$0	\$0	
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	\$2,887,627	\$2,140,370	\$5,027,997	\$0	\$0	\$0	\$0	
Marsh Island Operating Fund (RS1)	\$155,570	\$0	\$155,570	\$0	\$0	\$0	\$0	
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	
Oil Spill Contingency Fund (V01)	\$323,659	\$0	\$323,659	\$0	\$0	\$0	\$0	
Conservation Fund (W01)	\$12,468,955	\$0	\$12,468,955	\$0	\$0	\$0	\$0	
LA Fur Public Education and Marketing Fund (W03)	\$68,049	\$0	\$68,049	\$0	\$0	\$0	\$0	
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$1,622,325	\$0	\$1,622,325	\$0	\$0	\$0	\$0	
Louisiana Wild Turkey Fund (W16)	\$30,100	\$0	\$30,100	\$0	\$0	\$0	\$0	
Conservation of the Black Bear Account (W23)	\$208,500	\$0	\$208,500	\$0	\$0	\$0	\$0	
Conservation-Quail Account (W24)	\$25,587	\$0	\$25,587	\$0	\$0	\$0	\$0	
Conservation-White Tail Deer Account (W26)	\$15,700	\$0	\$15,700	\$0	\$0	\$0	\$0	
White Lake Property Fund (W32)	\$1,920,500	\$0	\$1,920,500	\$0	\$0	\$0	\$0	
MC Davis Conservation Fund (W37)	\$10,775	\$0	\$10,775	\$0	\$0	\$0	\$0	

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 1 NAME: <u>OFFICE OF WILDLIFE</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$2,140,370	\$0	\$2,140,370
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$2,140,370	\$0	\$2,140,370
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$2,140,370	\$0	\$2,140,370
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

The purpose of this BA-7 is to increase the FY25 Rockefeller Refuge Trust Fund budget authority to allow LDWF to utilize FEMA approved Alternate Use of Funds for the acquisitions of essential equipment. FEMA recently approved an additional \$2.1M under PW2370 bringing the total authorized acquisitions to \$3.2M. The current budget in Rock Trust is insufficient to support this expanded funding opportunity. The adjustment ensures LDWF can proceed with Acquisitions which will be reimbursed by FEMA at 90% maximizing the use of federal funds related to Hurricane Laura Recovery.

REVENUES

Rockefeller Trust (RK2)	
Current Budget \$	2,897,627
BA7 Adjustment \$	2,140,370
Revised Budget \$	5,027,997

EXPENDITURES

Program	Means of Finance	Major Category	Description	Amount
WILDLIFE	ROCKEFELLER TRUST (RK2)	Acquisitions	FEMA - Hurricane Laura - Alternate Use of Funds	\$ 2,140,370
Total BA7				\$ 2,140,370

OTHER

Fiscal Contact:
Programmatic Contact:
Testifying before JLCB:

Beth Bevil, Fiscal Officer, (225) 765-2801
Tommy Tuma, Deputy Asst. Secretary, (225) 765-3513
Bryan McClinton, Undersecretary, (225) 765-5021

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BA-7 SUPPORT INFORMATION

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

DEPARTMENT: EDUCATION		FOR OPB USE ONLY				
AGENCY: STATE ACTIVITIES		OPB LOG NUMBER 109		AGENDA NUMBER 5		
SCHEDULE NUMBER: 19D-678		Approval and Authority:				
SUBMISSION DATE: 10/2/2025						
AGENCY BA-7 NUMBER: 26-02						
HEAD OF BUDGET UNIT: BETH SCIONEAX						
TITLE: DEPTY SUPERINTENDENT FOR MGT & FINANCE						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small> <small>DocuSigned by:</small> Beth Scioneaux						
MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)		REVISED FY 2025-2026		
GENERAL FUND BY:						
DIRECT	\$63,285,997	\$0		\$63,285,997		
INTERAGENCY TRANSFERS	\$12,682,203	\$0		\$12,682,203		
FEES & SELF-GENERATED	\$6,987,497	\$0		\$6,987,497		
Regular Fees & Self-generated	\$6,987,497	\$0		\$6,987,497		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$1,062,510	\$1,000,000		\$2,062,510		
Environmental Education Account (W47)	\$62,510	\$0		\$62,510		
Reading Enrichment and Academic Deliverables Fund (E65)	\$1,000,000	\$0		\$1,000,000		
Dyslexia Fund (E66)	\$0	\$1,000,000		\$1,000,000		
FEDERAL	\$114,364,795	\$0		\$114,364,795		
TOTAL	\$198,383,002	\$1,000,000		\$199,383,002		
AUTHORIZED POSITIONS	511	0		511		
AUTHORIZED OTHER CHARGES	0	0		0		
NON-TO FTE POSITIONS	40	0		40		
TOTAL POSITIONS	551	0		551		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
ADMINISTRATIVE SUPPORT	\$26,481,291	99	\$0	0	\$26,481,291	99
DISTRICT SUPPORT	\$170,201,173	441	\$1,000,000	0	\$171,201,173	441
AUXILIARY PROGRAM	\$1,700,538	11	\$0	0	\$1,700,538	11
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$198,383,002	551	\$1,000,000	0	\$199,383,002	551

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

DEPARTMENT: EDUCATION	FOR OPB USE ONLY	
AGENCY: STATE ACTIVITIES	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 19D-678		
SUBMISSION DATE: 10/2/2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 26-02		

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

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0

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

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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

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

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

This BA-7 seeks to increase statutory dedication Dyslexia Fund in the District Support Program by \$1,000,000. These funds will be used to implement the Dyslexia Core Assessment Program as established under Act 525 and ACT 723 of the 2024 Regular Legislative Session. These funds will be used to pay for a contract housed with OTS that will build and manage an application and reimbursement portal, provide program oversight, and ensure accountability through compliance reviews and reporting. The funding will allow LDOE to serve approximately 1,586 students across the state, ensuring equitable access to dyslexia assessments and supporting early identification and intervention for Louisiana students.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$1,000,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,000,000	\$0	\$0	\$0	\$0

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

This BA-7 does not require additional personnel.

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

This BA-7 cannot be postponed because this is a legislative mandate.

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

This is not an after the fact BA-7.

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

There is no programmatic impact associated with this BA-7.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT	ADJUSTMENT	REVISED
		FY 2025-2026	(+) OR (-)	FY 2025-2026

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

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

There is no performance impact.

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

There is no performance impact.

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

There is no performance impact.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: ADMINISTRATIVE SUPPORT

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	\$15,038,979	\$0	\$15,038,979	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,131,520	\$0	\$3,131,520	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$9,191	\$0	\$9,191	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$8,301,601	\$0	\$8,301,601	\$0	\$0	\$0	\$0
TOTAL MOF	\$26,481,291	\$0	\$26,481,291	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$7,589,740	\$0	\$7,589,740	\$0	\$0	\$0	\$0
Other Compensation	\$255,552	\$0	\$255,552	\$0	\$0	\$0	\$0
Related Benefits	\$7,491,329	\$0	\$7,491,329	\$0	\$0	\$0	\$0
Travel	\$380,173	\$0	\$380,173	\$0	\$0	\$0	\$0
Operating Services	\$550,194	\$0	\$550,194	\$0	\$0	\$0	\$0
Supplies	\$124,146	\$0	\$124,146	\$0	\$0	\$0	\$0
Professional Services	\$638,038	\$0	\$638,038	\$0	\$0	\$0	\$0
Other Charges	\$115,814	\$0	\$115,814	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$9,336,305	\$0	\$9,336,305	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$26,481,291	\$0	\$26,481,291	\$0	\$0	\$0	\$0
POSITIONS							
Classified	85	0	85	0	0	0	0
Unclassified	10	0	10	0	0	0	0
TOTAL T.O. POSITIONS	95	0	95	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	4	0	4	0	0	0	0
TOTAL POSITIONS	99	0	99	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$9,191	\$0	\$9,191	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: ADMINISTRATIVE SUPPORT

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

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: DISTRICT SUPPORT

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	\$47,721,659	\$0	\$47,721,659	\$0	\$0	\$0	\$0
Interagency Transfers	\$9,550,683	\$0	\$9,550,683	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$5,803,127	\$0	\$5,803,127	\$0	\$0	\$0	\$0
Statutory Dedications **	\$1,062,510	\$1,000,000	\$2,062,510	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$106,063,194	\$0	\$106,063,194	\$0	\$0	\$0	\$0
TOTAL MOF	\$170,201,173	\$1,000,000	\$171,201,173	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$29,993,854	\$0	\$29,993,854	\$0	\$0	\$0	\$0
Other Compensation	\$4,677,438	\$0	\$4,677,438	\$0	\$0	\$0	\$0
Related Benefits	\$12,721,029	\$0	\$12,721,029	\$0	\$0	\$0	\$0
Travel	\$2,792,133	\$0	\$2,792,133	\$0	\$0	\$0	\$0
Operating Services	\$3,258,572	\$0	\$3,258,572	\$0	\$0	\$0	\$0
Supplies	\$1,262,512	\$0	\$1,262,512	\$0	\$0	\$0	\$0
Professional Services	\$44,592,187	\$0	\$44,592,187	\$0	\$0	\$0	\$0
Other Charges	\$12,063,925	\$0	\$12,063,925	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$58,839,523	\$1,000,000	\$59,839,523	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$170,201,173	\$1,000,000	\$171,201,173	\$0	\$0	\$0	\$0
POSITIONS							
Classified	402	0	402	0	0	0	0
Unclassified	4	0	4	0	0	0	0
TOTAL T.O. POSITIONS	406	0	406	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	35	0	35	0	0	0	0
TOTAL POSITIONS	441	0	441	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$5,803,127	\$0	\$5,803,127	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Environmental Education Account (W47)	\$62,510	\$0	\$62,510	\$0	\$0	\$0	\$0
Reading Enrichment and Academic Deliverables Fund (E65)	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: DISTRICT SUPPORT

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: AUXILIARY PROGRAM

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	\$525,359	\$0	\$525,359	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$1,175,179	\$0	\$1,175,179	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$1,700,538	\$0	\$1,700,538	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$765,800	\$0	\$765,800	\$0	\$0	\$0	\$0
Other Compensation	\$13,364	\$0	\$13,364	\$0	\$0	\$0	\$0
Related Benefits	\$341,190	\$0	\$341,190	\$0	\$0	\$0	\$0
Travel	\$17,540	\$0	\$17,540	\$0	\$0	\$0	\$0
Operating Services	\$189,798	\$0	\$189,798	\$0	\$0	\$0	\$0
Supplies	\$121,133	\$0	\$121,133	\$0	\$0	\$0	\$0
Professional Services	\$18,562	\$0	\$18,562	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$233,151	\$0	\$233,151	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,700,538	\$0	\$1,700,538	\$0	\$0	\$0	\$0
POSITIONS							
Classified	10	0	10	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	10	0	10	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	1	0	1	0	0	0	0
TOTAL POSITIONS	11	0	11	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$1,175,179	\$0	\$1,175,179	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: AUXILIARY PROGRAM

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

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

This BA-7 seeks to increase statutory dedication Dyslexia Fund in the District Support Program by \$1,000,000. These funds will be used to implement the Dyslexia Core Assessment Program as established under Act 525 and ACT 723 of the 2024 Regular Legislative Session. These funds will be used to pay for a contract housed with OTS that will build and manage an application and reimbursement portal, provide program oversight, and ensure accountability through compliance reviews and reporting. The funding will allow LDOE to serve approximately 1,586 students across the state, ensuring equitable access to dyslexia assessments and supporting early identification and intervention for Louisiana students.

REVENUES

Program 200	
Statutory Dedications	<u>\$1,000,000.00</u>
Total Revenue	<u>\$1,000,000.00</u>

EXPENDITURES

Program 200	
Interagency Transfers	<u>\$1,000,000.00</u>
Total Expenditures	<u>\$1,000,000.00</u>

OTHER

For further information, contact:
 Keisha Payton 225-219-4426 keisha.payton@la.gov

DIVISION OF ADMINISTRATION
Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET

Briefing Book

FOR

October 2025

TABLE OF CONTENTS
JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
October 2025

1. Reporting of Change Orders over \$50,000 and Under \$250,000
 - A) Global Innovation & Welcome Center
Southern University
Baton Rouge, Louisiana
Project No: 01-107-06-17, F. 01004393 (CO3)
 - B) Exterior Waterproofing and Reroof
Poydras Building
State Capitol Park
Baton Rouge, Louisiana
Project No: 01-107-15-04, F. 01004367 (CO2)
 - C) Mechanical System Modifications and Upgrades, Marine Fisheries Lab
Department of Wildlife and Fisheries
Grand Isle, Louisiana
Project No. 01-107-18-02, F.01004243 (CO4)
 - D) Exterior Repairs
J. S. Clark Administration Building
Southern University
Baton Rouge, Louisiana
Project No: 01-107-18-02, F. 01004267; 19-671-22-01, F. 19002463 (Supplement) (CO4)
 - E) Exterior Waterproofing and Repairs
Chief Justice Pascal F. Calogero, Jr. Courthouse
New Orleans, Louisiana
Project No: 01-107-22-01, F. 01004363 (CO9)
 - F) Renovation of 4 Wings & Common Area
Northeast Louisiana War Veterans Home
Monroe, Louisiana
Project No. 03-132-20-02, F.03000032 & 01-107-18-02, F.01004475 (Supplement)
& 01-107-23-08, F.01004684 (Supplement) (CO3)
 - G) Hurricane Ida Reparis Phase 2
Grand Isle State Park
Grand Isle, Louisiana
Project No.: 06-264-11-01, F.06002327 & 01-107-05B-13, F.01004505 (Supplement) (CO2)

Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

October 1, 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 \$250,000

Dear Chairman Womack:

In accordance with R.S. 39:126, any change order in excess of fifty thousand dollars but less than two hundred fifty 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,

Matthew H. Baker
Director

Approved: _____

Taylor F. Barras
Commissioner of Administration

CC: Janelle Kirvin, FPC
Margaret Hill, FPC
Colleen Gill, OPB
Samuel Roubique, OPB
Matt Gillen, OPB
Julia Gradney, OPB
Brittany Lea, House Fiscal Division
Alison Pryor, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division
Lily Dugas, Senate Fiscal Division

Backup Information
Reporting of Change Orders between \$50,000 and \$250,000
Facility Planning and Control
October 2025

Global Innovation & Welcome Center
Southern University
Baton Rouge, Louisiana
Project No. 01-107-06-17, F.01004393

State ID: New
Site Code: 2-17-038
Date of Contract: December 16, 2024

Original Contract Amount:	\$6,898,000.00
Changes by previous change orders:	
Change Order 1:	\$94,984.00 (Executed 07.01.25)
Change Order 2:	\$110,624.00 (Executed 07.22.25)
<hr/>	
TOTAL	\$7,103,608.00
Contract amount increased by this change order (No. 3):	\$87,446.00 (Executed 08.26.25)
New Contract Sum:	\$7,191,054.00

Change Order No. 3 is a user request to install infrastructure and power for four new Electric Vehicle charging stations in the parking lot of the new Welcome Center.

Change Order No. 3 increased the project amount to allow for routing of power and data infrastructure to the future location of the Electric Vehicle charging stations. The power will be run from the nearest electrical transformer on campus and the required data conduits will terminate inside the new Welcome Center building. This cost also includes the labor to bore under the existing parking lot.

The increase of \$87,446.00 includes material and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Backup Information
Reporting of Change Orders over \$50,000 and under \$250,000
Facility Planning and Control
October 2025

Exterior Waterproofing and Reroof
Poydras Building
State Capitol Park
Baton Rouge, Louisiana
Project No. 01-107-15-04, F.01004367

State ID: S13462
Site Code: 2-17-025
Date of Contract: October 29, 2024

Original Contract Amount:	\$1,295,000.00
Changes by previous change orders:	
Change Order 1:	\$7,046.00 (Executed 06/12/2025)
<hr/>	
TOTAL	\$1,302,046.00
Contract amount increased by this change order (No. 2):	\$61,753.00 (Executed 08/21/2025)
New Contract Sum:	\$1,363,799.00

- Change Order 2 increased the contract amount by \$61,753 due to the need to replace failing storefront window glazing and a failed panel of the existing curtain wall system. Also included in the change order were credits for un-utilized Unit Prices.
- The increase of \$61,753.00 includes material and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Backup Information
Reporting of Change Orders over \$50,000 and under \$250,000
Facility Planning and Control
October 2025

**Mechanical System Modifications and Upgrades, Marine Fisheries Lab, Department of
Wildlife and Fisheries
Grand Isle, Louisiana
Project No.: 01-107-18-02, F.01004243**

State ID: Multiple
Site Code: 1-26-050
Date of Contract: March 3, 2023

Original Contract Amount:	\$577,300.00
Changes by previous change orders:	
Change Order No. 1:	\$0.00 (time only) (Executed 9.29.23)
Changes by previous change orders:	
Change Order No. 2:	\$14,378.00 (Executed 10.23.23)
Changes by previous change orders:	
Change Order No. 3:	\$12,251.00 (Executed 11/21/23)
<hr/>	
TOTAL	\$603,929.00
Contract amount increased by this change order (No 4.):	\$61,086.00 (Executed 10.24.24)
New contract sum:	\$665,015.00

- Change Order No.4 increased the Contract amount by \$61,086.00 for the following reasons:
 - Due to unforeseen conditions, 10 non-functional VAV boxes and associated ductwork, and electrical circuitry and controls were replaced to provide a fully functioning system.
- The increase of \$61,086.00 includes all labor, material, job site expenses and equipment associated with the work above. The above-mentioned changes resulted in four hundred–twenty five (425) days being added to the Contract Time due to supply chain issues.
- The cost for this scope was fully covered by project funds.

Backup Information
Reporting of Change Orders between \$50,000 and \$250,000
Facility Planning and Control
October 2025

Exterior Repairs

J. S. Clark Administration Building

Southern University

Baton Rouge, Louisiana

Project No.: 01-107-18-02, F.01004267; 19-671-22-01, F.19002463 (Supplement)

State ID: Multiple

Site Code: 2-17-038

Date of Contract: April 26, 2024

Original Contract Amount:	\$1,939,500.00
Changes by previous change orders:	
Change Order 1:	\$15,580.00 (Executed 10.24.24)
Change Order 2:	\$76,283.00 (Executed 12.02.24)
Change Order 3:	\$94,958.00 (Executed 04.25.25)
<hr/>	
TOTAL	\$2,126,321.00
Contract amount increased by this change order (No. 4):	\$69,168.00 (Executed 08.14.25)
New Contract Sum:	\$2,195,489.00

- Change Order No. 4 is required to upgrade the concrete breezeway and miscellaneous items around the ground level of the building.

Change Order No. 4 increased the project amount due to the need to upgrade the concrete breezeways at two main entrance locations by inserting cast aluminum plaques of the university logo, while deleting the previously considered stained logos. This change also included sodding of the grounds around the building, replacement of the mechanical room door, new hose bibs, and new electrical outlets. The contract was extended due to weather delays.

- The increase of \$69,168.00 includes material and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Backup Information
Reporting of Change Orders over \$50,000 and under \$250,000
Facility Planning and Control
October 2025

Exterior Waterproofing and Repairs
Chief Justice Pascal F. Calogero, Jr. Courthouse
New Orleans, Louisiana
Project No.: 01-107-22-01, F.01004363

State ID: S00364
Site Code: 1-36-011
Date of Contract: April 11, 2024

Original Contract Amount:	\$10,586,000.00
Changes by previous change orders:	
Change Order No. 1:	-\$1,606,610.00 Credit (Executed 3.20.24)
Change Order No. 2:	-\$78,531.00 Credit (Executed 11.19.24)
Change Order No. 3:	-\$3,295.00 Credit (Executed 1.16.25)
Change Order No. 4:	\$29,501.00 (Executed 3.10.25)
Change Order No. 5:	\$48,137.00 (Executed 4.25.25)
Change Order No. 6:	\$94,715.00 (Executed 5.16.25 Change
Order No. 7:	\$27,352.00 (Executed 7/9/25)
Change Order No. 8:	\$45,914.00 (Executed 8/7/25)
<hr/> TOTAL	<hr/> -\$1,422,817.00 Credit

Contract amount increased by this change order (No 9): \$183,419.00
(Executed 8.28.25)

New contract sum: \$9,326,602.00

- Change Order 9 increased the Contract amount for the following reasons:
 - This change order added scope to provide custom wood cove trim at transom windows and sidelights in order to address unforeseen conditions resulting from door repairs and to provide new steel reinforcement to the existing concrete balcony walls at St. Louis Street and Conti Street rotunda ends due to the existing steel having weathered and degraded over time.
- The increase of \$183,419.00.00 includes all labor, material, and equipment associated with all items that are listed above. The above-mentioned changes resulted in a contract time increase of 32 days.
- The cost of this change order was fully covered by existing construction contingency.

Backup Information
Reporting of Change Orders between \$50,000 and \$250,000
Facility Planning and Control
October 2025

Renovation of 4 Wings & Common Areas
Northeast Louisiana War Veterans Home
Monroe, Louisiana
Project No. 03-132-20-02, F.03000032 & 01-107-18-02, F.01004475 (Supplement)
& 01-107-23-08, F.01004684 (Supplement)

State ID: S12472
Site Code: 8-37-045
Date of Contract: May 13, 2025

Original Contract Amount: \$1,839,000.00

Changes by previous change orders:

Change Order 1: \$37,108.00
(Executed 07.17.25)

Change Order 2: \$17,233.00
(Executed 07.29.25)

TOTAL \$1,893,341.00

Contract amount increased by this change order (No. 3): \$92,632.00
(Executed 08.12.25)

New Contract Sum: \$1,985,973.00

- Change Order No. 3 was executed in the amount of \$92,632.00 to provide new wainscot wall protection in 40 patient rooms due to the existing wall protection being unable to be warranted for repaint by paint manufacturers.
- The total increase of \$146,973.00 includes material and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Backup Information
Reporting of Change Orders between \$50,000 and \$250,000
Facility Planning and Control
October 2025

Hurricane Ida Repairs Phase 2
Grand Isle State Park
Grand Isle, Louisiana
Project No.: 06-264-11-01, F.06002327 & 01-107-05B-13, F.01004505 (Supplement)

State ID: Multiple
Site Code: 1-26-005
Date of Contract: November 9, 2023

Original Contract Amount:	\$1,795,000.00
Changes by previous change orders:	
Change Order 1:	\$32,014.00
	(Executed 07.16.24)
<hr/>	
TOTAL	\$1,827,014.00
Contract amount increased by this change order (No. 2):	\$57,401.32
	(Executed 07.16.24)
New Contract Sum:	\$1,884,415.32

- Change Order 2 increased the Contract amount for the following reasons:
 - Due to unforeseen conditions, the wood pile columns at the Visitor Center Observation Tower needed to be repaired to maintain the structural integrity of the tower. This damage was not found in the initial insurance adjuster's visit since the tower was inaccessible.
- The increase of \$57,401.32 includes all labor, material, and equipment associated with all items that are listed above. The above mentioned changes resulted in unchanged contract time.
- The cost for this scope was fully covered by existing project funds.

Items for Consideration - October 15, 2025 Water Sector Commission Meeting				
Round	Entity	Type	Comments	Previous Actions
Corrections for Previous Approval of Additional Funding				
Phase 1, Round 2	Greenbriar Prairie Basse	Water	<p>An April 2025 item for the Commission requested additional funding - WSP \$644,788 to be matched with \$249,000 from USDA and \$106,635 paid with local funds to maintain match commitment of 76%. Original grant amount of \$1,530,000 would be increased to \$2,005,788, increase of 42%. JLCB approval is required.</p> <p>It should have read: Request for additional funding of \$475,788 to be matched with \$249,000 in USDA funds and \$106,635 in local funds. Original grant amount of \$1,530,000 would be increased to \$2,005,788, an increase of 31.10%. JLCB approval is required. The system is requesting to reduce the grant award by \$169,000 due to insufficient match funds.</p>	Approved Additional Funding Request
Requests for Additional Funding and Match Commitment Change				
Phase 2 FY25	City of Delcambre	Water	Request for \$148,000 in additional WSP funding. System will provide additional \$52,000 to meet local match commitment of 26%. The original grant amount was \$1,480,000. This additional amount would result in an increase to \$1,628,000, an increase of 10% of the original grant. JLCB approval is required.	



GREATER NEW ORLEANS EXPRESSWAY COMMISSION

P.O. BOX 7656 • METAIRIE, LOUISIANA 70010
TELEPHONE 504-835-3118 • FAX 504-835-2518
www.thecauseway.us

September 17, 2025

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

Dear Senator Womack:

At its regular meeting held on August 13, 2025, the Greater New Orleans Expressway Commission approved its Proposed Budget for fiscal year November 1, 2025 – October 31, 2026. A copy of the budget has been forwarded to Fiscal Analyst John McKay of the Legislative Fiscal Office for submission to the Joint Legislative Committee on the Budget.

We respectfully request being placed on the agenda of the Joint Legislative Committee on the Budget for its meeting scheduled to be held on Thursday, October 16, 2025.

If you have any questions or would like to discuss our budget prior to the Committee meeting, please do not hesitate to call me at (504)835-3118.

Thank you for your consideration.

Very truly yours,

Carlton Dufrechou
General Manager
Greater New Orleans Expressway Commission

CD/mmp

cc: John McKay, Fiscal Analyst
Lily Dugas Connelly, Administrative Specialist
GNOEC Commission Members

Greater New Orleans
Expressway Commission
Budget for Fiscal Year 2026



**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
BUDGET SUMMARY**

APPROVED BY COMMISSION 8-13-25

	(1)	(2)	(3)	(4)	(5)	% CHANGE	% CHANGE
	ACTUAL	ACTUAL	APPROVED	UPDATED	BUDGETED	-4- to -3-	-5- to -3-
	2022-2023	2023-2024	BUDGET	PROJECTED	2025-2026	2025 UPDATED	2026 BUDGETED
			2024-2025	YEAR END		VS	VS
				2024-2025		2025 APPROVED	2025 APPROVED
MEANS OF FINANCE							
Tolls	22,575,842	25,552,605	25,627,000	25,069,000	24,818,000	-2.2%	-3.2%
Hwy Fund No. 2	6,685,043	6,843,567	6,400,000	6,797,405	6,600,000	6.2%	3.1%
Interest Income	79,832	117,023	40,000	98,305	50,000	145.8%	25.0%
Other Revenue	137,373	215,028	75,000	92,853	95,000	23.8%	26.7%
TOTAL MEANS OF FINANCE	29,478,090	32,728,223	32,142,000	32,057,563	31,563,000	-0.3%	-1.8%
EXPENDITURES							
Salaries							
Salaries Continuing	Pg.2 4,440,538	4,201,907	5,270,205	5,275,966	5,543,489	0.1%	5.2%
Other Compensation	34,232	33,579	34,180	34,180	34,180	0.0%	0.0%
Related Benefits	Pg.2 2,193,914	1,574,971	2,478,161	2,257,304	2,603,275	-8.9%	5.0%
Total Salaries & Benefits	Pg.2 6,668,684	5,810,457	7,782,546	7,567,450	8,180,944	-2.8%	5.1%
Operating Services							
Operating Services	Pg.3 4,344,831	5,363,519	4,155,500	5,114,759	4,340,250	23.1%	4.4%
Office, Operating & Maintenance	Pg.4 1,451,223	1,498,129	1,399,455	1,302,372	1,396,950	-6.9%	-0.2%
Total Operating Expenses	5,796,054	6,861,648	5,554,955	6,417,131	5,737,200	15.5%	3.3%
Professional Services	Pg.5 213,062	197,471	213,000	246,755	213,000	15.8%	0.0%
Other Charges							
Debt Service	7,617,131	7,428,431	9,157,375	6,531,934	7,044,996	-28.7%	-23.1%
State Surplus-I.A.T.	Pg.7 1,838,636	1,754,111	1,912,101	1,618,974	1,997,439	-15.3%	4.5%
Total Other Charges	9,455,767	9,182,542	11,069,476	8,150,908	9,042,435	-26.4%	-18.3%
Acquisitions & Repairs							
Acquisitions	151,936	479,475	777,120	807,628	725,918	3.9%	-6.6%
Major Repairs & Capital Improvements/Construction Fund	Pg.6 7,192,587	10,196,630	6,744,903	8,867,691	7,663,503	31.5%	13.6%
Total Acq. & Major Repairs	7,344,523	10,676,105	7,522,024	9,675,319	8,389,421	28.6%	11.5%
TOTAL EXPENDITURES	29,478,090	32,728,223	32,142,000	32,057,563	31,563,000	-0.3%	-1.8%

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
PERSONNEL SALARIES**

APPROVED BY COMMISSION 8-13-25

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3-	% CHANGE -5- to -3-					
	ACTUAL	ACTUAL	APPROVED	UPDATED	BUDGETED	2025 UPDATED	2026 BUDGETED					
	FTE	FTE	BUDGET	PROJECTED	FTE	VS	VS					
	2022-2023	2023-2024	2024-2025	YEAR END	2025-2026	2025 APPROVED	2025 APPROVED					
				2024-2025								
ADMINISTRATIVE												
General Manager	1.0	150,299	1.0	156,541	1.0	161,801	1.0	161,801	1.0	167,257	0.0%	3.4%
Administration	3.0	175,882	3.0	199,974	4.0	246,847	4.0	169,028	4.0	256,624	-31.5%	4.0%
Accounting	5.0	213,227	5.0	304,183	5.0	311,021	5.0	305,900	5.0	322,660	-1.6%	3.7%
Commuter Sales	4.0	162,087	4.0	186,223	5.0	220,823	5.0	184,438	5.0	233,457	-16.5%	5.7%
Less: Adm. HPL	(1.0)	(97,381)	(1.0)	(105,014)	(1.0)	(107,950)	(1.0)	(106,509)	(1.0)	(112,811)	-1.3%	4.5%
TOTAL ADMINISTRATIVE	12.0	604,114	12.0	741,907	14.0	832,542	14.0	714,658	14.0	867,187	-14.2%	4.2%
NON ADMINISTRATIVE												
Toll Collectors	16.0	748,238	16.0	779,821	16.0	704,242	16.0	710,099	16.0	755,739	0.8%	7.3%
Maintenance	25.0	1,025,794	25.0	1,154,630	25.0	1,281,392	25.0	1,271,646	25.0	1,341,361	-0.8%	4.7%
Bascule Operators	5.0	191,515	5.0	203,829	5.0	236,301	5.0	181,411	4.0	209,533	-23.2%	-11.3%
Communications	12.0	391,084	12.0	459,597	10.0	581,918	10.0	615,562	10.0	626,345	5.8%	7.6%
Police	32.0	2,334,666	32.0	1,680,579	32.0	2,513,223	32.0	2,481,559	32.0	2,606,985	-1.3%	3.7%
Less: Non Adm. HPL	(13.0)	(854,873)	(13.0)	(818,457)	(11.0)	(879,413)	(11.0)	(698,969)	(11.0)	(863,661)	-20.5%	-1.8%
TOTAL NON ADMIN.	77.0	3,836,424	77.0	3,460,000	77.0	4,437,664	77.0	4,561,308	76.0	4,676,302	2.8%	5.4%
TOTAL SALARIES	89.0	4,440,538	89.0	4,201,907	91.0	5,270,205	91.0	5,275,966	90.0	5,543,489	0.1%	5.2%
RELATED BENEFITS												
Parochial & Payroll Taxes		744,793		751,046		804,097		771,107		841,503	-4.1%	4.7%
Group Insurance		1,565,998		930,860		1,795,340		1,460,580		1,885,107	-18.6%	5.0%
Retirees Group Benefits		104,075		85,258		120,562		100,767		122,632	-16.4%	1.7%
		<u>1,670,073</u>		<u>1,016,118</u>		<u>1,915,902</u>		<u>1,561,347</u>		<u>2,007,739</u>	<u>-18.5%</u>	<u>4.8%</u>
Governmental Def. Comp 457 Plan		66,465		70,312		84,000		68,181		84,000	-18.8%	0.0%
Less: HPL Related Benefits		(287,417)		(262,505)		(325,838)		(143,331)		(329,967)	-56.0%	1.3%
TOTAL RELATED BENEFITS		<u>2,193,914</u>		<u>1,574,971</u>		<u>2,478,161</u>		<u>2,257,304</u>		<u>2,603,275</u>	<u>-8.9%</u>	<u>5.0%</u>

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
OPERATING SERVICES**

APPROVED BY COMMISSION 8-13-25

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2025 UPDATED VS 2025 APPROVED	% CHANGE -5- to -3- 2026 BUDGETED VS 2025 APPROVED
	<u>ACTUAL 2022-2023</u>	<u>ACTUAL 2023-2024</u>	<u>APPROVED BUDGET 2024-2025</u>	<u>UPDATED PROJECTED YEAR END 2024-2025</u>	<u>BUDGETED 2025-2026</u>		
Bank & Visa Charges on Toll Deposits	352,592	497,483	400,000	460,708	460,000	15.2%	15.0%
Bank Trustee Fees	9,391	7,494	9,500	7,494	8,500	-21.1%	-10.5%
Dues & Subscriptions	9,846	10,915	9,000	10,364	12,000	15.2%	33.3%
Insurance	3,250,677	4,141,079	3,250,000	4,128,011	3,400,000	27.0%	4.6%
Motorist Safety Campaign	764	1,178	5,000	937	2,500	-81.3%	-50.0%
Publication of Notices & Minutes	933	1,026	1,000	1,261	1,250	26.1%	25.0%
Telephone and Radio	417,926	413,219	225,000	251,697	200,000	11.9%	-11.1%
Travel	94	0	1,000	0	1,000	-100.0%	0.0%
Unused Vacation & Sick Leave	93,435	96,101	75,000	66,335	75,000	-11.6%	0.0%
Utilities	<u>209,173</u>	<u>195,024</u>	<u>180,000</u>	<u>187,952</u>	<u>180,000</u>	<u>4.42%</u>	<u>0.00%</u>
Total Operating Services	<u>4,344,831</u>	<u>5,363,519</u>	<u>4,155,500</u>	<u>5,114,759</u>	<u>4,340,250</u>	<u>23.1%</u>	<u>4.4%</u>

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

APPROVED BY COMMISSION 8-13-25

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2025 UPDATED VS 2025 APPROVED	% CHANGE -5- to -3- 2026 BUDGETED VS 2025 APPROVED
	<u>ACTUAL 2022-2023</u>	<u>ACTUAL 2023-2024</u>	<u>APPROVED BUDGET 2024-2025</u>	<u>UPDATED PROJECTED YEAR END 2024-2025</u>	<u>BUDGETED 2025-2026</u>		
Office Expenses & Supplies	303,174	237,193	236,450	228,760	235,900	-3.3%	-0.2%
Operating Expenses & Supplies	663,115	719,931	729,025	670,965	719,100	-8.0%	-1.4%
Repair & Maintenance/Supplies	484,934	541,005	433,980	402,647	441,950	-7.2%	1.8%
Total Office, Operating & Maintenance	<u>1,451,223</u>	<u>1,498,129</u>	<u>1,399,455</u>	<u>1,302,372</u>	<u>1,396,950</u>	<u>-6.9%</u>	<u>-0.2%</u>

Office Expenses & Supplies

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

Operating Expenses & Supplies

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

Repair & Maintenance/Supplies

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

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
PROFESSIONAL SERVICES**

APPROVED BY COMMISSION 8-13-25

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2025 UPDATED VS 2025 APPROVED	% CHANGE -5- to -3- 2026 BUDGETED VS 2025 APPROVED
	ACTUAL 2022-2023	ACTUAL 2023-2024	APPROVED BUDGET 2024-2025	UPDATED PROJECTED YEAR END 2024-2025	BUDGETED 2025-2026		
Accounting & Finance							
Bond Indenture Req'd Services							
Independent Audit	17,265	17,500	16,000	16,200	16,200	1.3%	1.3%
Accounting Services	29,355	27,223	24,000	39,765	28,800	65.7%	20.0%
Total Accounting & Finance	46,620	44,723	40,000	55,965	45,000	39.9%	12.5%
Engineering - Meetings & Annual Report							
Engineering Traffic Consultant	27,500	23,087	23,000	23,000	23,000	0.0%	0.0%
Legal Representation							
General Counsels	116,550	115,095	130,000	155,543	130,000	19.6%	0.0%
Other Professional Services							
Investment Consultant	22,392	14,566	20,000	12,247	15,000	-38.8%	-25.0%
Total Professional Services	213,062	197,471	213,000	246,755	213,000	15.8%	0.0%

EXTRAORDINARY MAINTENANCE AND REPAIR RESERVE FUND

APPROVED BY COMMISSION 8-13-25

FISCAL YEAR	2022 - 2023	2023 - 2024	PROJECTED 2024 - 2025	BUDGETED 2025 - 2026
ANNUAL ITEMS				
EXTRAORDINARY MAINTENANCE & CONSULTING ENGINEERING	386,387	562,666	1,084,540	800,000
ANNUAL AASHTO INSPECTION OF GNOEC FACILITIES & SECURITY INSPECTION	512,558	166,735	650,000	700,000
EMERGENCY AND PERIODIC REPAIRS	0	0	0	100,000
PREVENTATIVE MAINTENANCE ELECTRICAL/MECHANICAL SYSTEMS	391,091	269,240	455,602	600,000
SUBTOTAL ANNUAL ITEMS	1,290,036	998,641	2,190,142	2,200,000

CURRENT AND PROPOSED MAINTENANCE AND REPAIR PROJECTS

ELECTRICAL / MECHANICAL IMPROVEMENTS

206	NORTH CHANNEL BASCULE MECHANICAL MAINTENANCE	0	0	0	1,000,000
207	UPGRADE CCTV SYSTEM	1,585,221	0	0	0
208	HIGH VOLTAGE POWER SYSTEM - CONTROL SYSTEM AND SURGE PROTECTION	0	0	0	3,000,000
209	UPGRADE 1700 AM HIGHWAY ADVISORY RADIO	0	0	0	15,000
210	BASCULE LOCK BAR OPERATOR REHABILITATION	0	0	0	1,500,000
211	BASCULE EMERGENCY GENERATOR REPLACEMENT	53,888	465,698	101,026	0
212	BASCULE BRIDGE TENDERS HOUSE REHABILITATION	0	5,698	60,000	750,000
213	NORTH BASCULE ROADWAY LIGHTING & GATE REPLACEMENT	0	103,560	603,862	1,200,000
215	ELECTRICAL & MOBILE GENERATOR	0	18,159	200,110	78,000

BRIDGE IMPROVEMENTS

430	REPLACE HILS/INCIDENT SIGNAGE	45	0	0	650,000
433	SOUTHBOUND BRIDGE RAIL IMPROVEMENTS	302,225	159,339	0	0
435	CHANNEL MARKER PLATFORM REHABILITATION	0	25,156	0	750,000
436	8 MILE SOUTH CHANNEL & 16 MILE NORTH CHANNEL FENDER & ELECTRICAL REPAIRS	0	44,576	575,000	2,689,634
437	BRIDGE SIGN REPLACEMENT	0	72,844	20,126	1,750,000
438	CABLE TRAY REPAIRS	0	237,709	3,489,175	900,000
439	BRIDGE STRIPING	0	0	0	4,000,000
440	PATCHING THE BRIDGE DECK OF THE LAKE PONTCHARTRAIN CAUSEWAY	0	0	0	800,000

ROAD IMPROVEMENTS

636	MONROE STREET OVERPASS AND FRONTAGE ROAD REHABILITATION	0	0	0	2,500,000
637	NORTH APPROACH OVERLAY	0	1,875,016	564,177	0
638	OVERLAY WEST CAUSEWAY RD @ CHINCHUBA	1,565,996	429,472	0	0
639	EROSION REPAIRS AT NORTH TOLL PLAZA	72,408	937,923	44,227	0
640A	UPGRADE TRAFFIC SIGNALS PHASE 1	0	0	324,025	0
640B	UPGRADE TRAFFIC SIGNALS PHASE 2	0	0	0	1,500,000
	TPN EMERGENCY TURN AROUND	0	0	0	350,000

BUILDING / PLAZA IMPROVEMENTS

812	NORTHSHORE MAINTENANCE FACILITY IMPROVEMENTS	73,536	0	0	0
820	NORTH TOLL PLAZA CANOPY ROOF AND LIGHTNING PROTECTION	0	0	0	900,000
825	TOLL TAG STORE SOFTWARE UPGRADE	566,640	574,314	576,800	580,000
827	UPGRADE TO COMMUNICATIONS SATELLITE OFFICE	26,366	0	0	0
828	UPGRADE GNOEC CYBER SECURITY	150,808	101,075	210,248	300,000
829	UPGRADE TOLL SYSTEM	0	720	56,052	6,000,000
830	TOLL BOOTH RENOVATIONS	0	908	10,000	500,000
831	FIBER INSTALL FOR EQUIPMENT ROOM & TOLL BOOTHS	0	0	30,000	50,000
832	BUILDING / PLAZA IMPROVEMENTS	0	0	0	50,000

	FUNDS ENCUMBERED - BEGINNING BALANCE	51,923,196	53,428,614	57,574,436	57,387,157
	PROJECT EXPENDITURES	(5,687,169)	(6,050,808)	(9,054,970)	(34,012,634)
	PROJECT FUNDING	7,192,587	10,196,630	8,867,691	7,663,503
	FUNDS ENCUMBERED - ENDING BALANCE	\$53,428,614	\$57,574,436	\$57,387,157	\$31,038,026

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

APPROVED BY COMMISSION 8-13-25

	(1)	(2)	(3)	(4)	(5)	% CHANGE -4- to -3- 2025 UPDATED VS 2025 APPROVED	% CHANGE -5- to -3- 2026 BUDGETED VS 2025 APPROVED
	ACTUAL 2022-2023	ACTUAL 2023-2024	APPROVED BUDGET 2024-2025	UPDATED PROJECTED YEAR END 2024-2025	BUDGETED 2025-2026		
Tri-Parish St. Charles, St. John & Tangipahoa Parishes	150,000	150,000	150,000	150,000	150,000	0.0%	0.0%
Additional Parishes Orleans, Jefferson St. Tammany & Washington	200,000	200,000	200,000	200,000	200,000	0.0%	0.0%
Huey P. Long Bridge	1,488,636	1,404,111	1,562,101	1,268,974	1,647,439	-18.8%	5.5%
State of Louisiana	0	0	0	0	0	0.0%	0.0%
Total State Surplus Expenditures	<u>1,838,636</u>	<u>1,754,111</u>	<u>1,912,101</u>	<u>1,618,974</u>	<u>1,997,439</u>	<u>-15.3%</u>	<u>4.5%</u>
HUEY P. LONG BRIDGE							
OPERATIONS							
Police Patrol	703,405	651,636	698,678	511,554	711,269	-26.8%	1.8%
Dispatch	127,942	141,172	153,198	159,766	123,499	4.3%	-19.4%
Payroll Taxes	114,014	104,470	115,360	82,703	111,549	-28.3%	-3.3%
Payroll Benefits	136,154	118,038	163,762	117,588	171,950	-28.2%	5.0%
Unused Sick & Vacation Leave	8,336	32,143	15,000	10,665	15,000	-28.9%	0.0%
Materials, Supplies & Maintenance	131,206	104,686	90,000	93,248	90,000	3.6%	0.0%
Telephone & Radio	18,117	16,295	20,000	15,347	20,000	-23.3%	0.0%
Insurance	31,306	30,371	35,000	25,257	35,000	-27.8%	0.0%
MAINTENANCE							
Salaries	23,526	25,649	27,537	27,649	28,893	0.4%	4.9%
Payroll Taxes	3,037	3,310	3,451	2,635	3,597	-23.6%	4.2%
Payroll Benefits	5,774	6,643	8,820	6,890	6,865	-21.9%	-22.2%
ADMINISTRATIVE							
Salaries	97,381	105,014	107,950	106,509	112,811	-1.3%	4.5%
Payroll Taxes	12,584	13,572	13,530	13,097	14,045	-3.2%	3.8%
Payroll Benefits	15,854	16,472	20,915	18,853	21,961	-9.9%	5.0%
Capital Acquisitions	60,000	34,640	88,900	77,213	181,000	-13.1%	103.6%
	<u>1,488,636</u>	<u>1,404,111</u>	<u>1,562,101</u>	<u>1,268,974</u>	<u>1,647,439</u>	<u>-18.8%</u>	<u>5.5%</u>

GREATER NEW ORLEANS EXPRESSWAY COMMISSION
 NET REVENUE REQUIREMENTS
 YEARS ENDED OCTOBER 31, 2025, 2026, AND 2027

	UPDATED FORECAST Y/E 10/31/25	BUDGET Y/E 10/31/26	FORECAST Y/E 10/31/27
NET REVENUES			
Tolls (per latest data)	25,069,000	24,818,000	25,078,589
Vehicular License Tax	6,797,405	6,600,000	6,800,000
Interest Income	98,305	50,000	60,000
Other Revenue	<u>92,853</u>	<u>95,000</u>	<u>100,000</u>
	32,057,563	31,563,000	32,038,589
Current Expenses Budgeted	<u>15,423,097</u>	<u>15,597,583</u>	<u>15,831,547</u>
NET REVENUES	<u>16,634,466</u>	<u>15,965,417</u>	<u>16,207,042</u>
NET REVENUE REQUIREMENT			
Add the greater of I and II or I and III			
I. Deficiencies in the Debt Service Fund and the Debt Service Reserve Fund	<u>0</u>	<u>0</u>	<u>0</u>
IIa. Debt Service & EMRR Aggregate Debt Service	6,531,934	7,044,996	7,669,625
- and -			
IIb. Extraordinary Maintenance and Repair Reserve Requirement	8,867,691	7,663,503	7,674,998
	<u>15,399,625</u>	<u>14,708,499</u>	<u>15,344,623</u>
III. Debt Service Multiple Debt Service x 1.2	6,531,934 <u>x 1.2</u>	7,044,996 <u>x 1.2</u>	7,669,625 <u>x 1.2</u>
	<u>7,838,321</u>	<u>8,453,995</u>	<u>9,203,550</u>
THE LARGER OF I AND II OR I AND III EQUALS: NET REVENUE REQUIREMENT	<u>15,399,625</u>	<u>14,708,499</u>	<u>15,344,623</u>
NET REVENUES IN EXCESS OF REQUIREMENT	<u>1,234,841</u>	<u>1,256,918</u>	<u>862,419</u>

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

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

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

2026 Budgeted Projects

North Channel Bascule Mechanical Maintenance \$1,000,000:

This project will provide for maintenance of the mechanical portion of the Bascule and other minor repairs not covered under prior projects. Work will include rehabilitation of the lockbar operators, replacement of a lockbar receiver collar and shimming of all collars, shimming the live load bearings, upgrade of the UPS for the control system, installation of a new traffic signal and signage and PLC software modifications.

High Voltage Power System \$3,000,000:

The High Voltage Power System provides power at various distribution points along the 24 mile bridge and has been in service since 2002. The system includes 11 switchgear at the utility source connections and distribution points which allow the system to be automatically reconfigured upon loss of utility power from one of the two sources (CLECO and Entergy). This power system relies on a complex control system which communicates on the fiber optic network communication system has limitations. Because of the “daisy chain” configuration, loss of a single communication device eliminates all communication to the Supervisory Control and Data Acquisition (SCADA) master station. The proposed upgrades will provide individual communication paths from each of the 11 switchgear control stations to the SCADA master station. In the event of a loss of a single communication device at one of the 11 stations, all other stations will continue to provide data. This allows partial system status to be known until the communication failure can be resolved. The upgrades will also provide additional capabilities for data collection and remote diagnosis of power system issues. The upgrades will improve reliability of the communications for the power system controls and monitoring.

Upgrade 1700 AM Highway Advisory Radio \$15,000:

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

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

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

Bascule Bridge Tenders House Rehabilitation \$750,000:

The Bridge Tenders House at the North Channel Bascule, constructed in 1968, has not been renovated in over 35 years (if at all). The purpose of this project is to rehabilitate the existing upper two levels of the tender’s house to provide a more comfortable and secure working environment. Items include but are not limited to the following: remove and replace all existing windows at the operator’s level, reconfigure one of the tender’s windows into an impact resistant and operable door to allow direct access to the catwalk outside, paint all interior surfaces, remove and replace all finish flooring with new material, remove and replace all furniture, provide better lighting for nighttime operations, reduce ambient noise by installing acoustical absorbent

materials, upgrade existing air conditioning units and ventilation, remove and replace stair tread anti-slip strips, recover existing roof surface with new seamless waterproofing membrane, repair access ladder to roof and install new floor safety railings, and patch and repair any structural damage within the scope of work.

North Bascule Roadway Lighting and Gate Replacement \$1,200,000:

The existing roadway lighting at the North Channel Bascule is no longer economical to repair. This project will install new roadway lighting and replace the traffic safety gates that are approximately 20 years old. Traffic Signal Lights to warn approaching motorist of a bridge opening will also be added. The DMS approaching the bascule will be tied into the bascule control system so that notice of a bridge opening will be automatically shown on the DMS to provide advance warning to the motorist.

Electrical and Mobile Generator \$78,000:

The existing GNOEC trailer-mounted standby generators are nearing the end of serviceable life. There are six sites containing standby generators. The power requirements (voltage and amperage) vary pending the site location. This project will be 72% completed by the end of the current fiscal year.

Replace the HILs \$650,000:

The call boxes can no longer be economically maintained and need to be replaced. Call boxes are located at approximately 4/10th mile intervals along the bridge. The call boxes allow motorist with disabled vehicles to summon help and HILs alert motorists of the disabled vehicles.

Channel Marker Platform Rehabilitation \$750,000:

Marine channel markers are required on all federal waterways including Lake Pontchartrain. Due to age and exposure to weather and marine elements, channel markers approaching Causeway's north and south channel have deteriorated significantly. Project will identify deteriorate/failing components and equipment and replace/repair as necessary.

8 Mile South Channel & 16 Mile North Channel Fender & Electrical Repairs \$2,689,634:

The existing fender systems at the North and South Channels are over 15 years old and are in need of repair due to age and damage from Hurricane Ida. This project will replace missing and damage walers and associated hardware on the fenders and repair the catwalks and dolphins. The replacement of the platforms on the channel Marker Lights will also be included in this project.

Bridge Sign Replacement \$1,750,000:

This project provides for repair and or replacement of the traffic signs and supports on the Lake Pontchartrain Causeway Bridge that were damaged b Hurricane Ida or that require modification due to age. We will conduct test of the retro-reflectivity of the signs to determine if they meet current MUTCD standards. Any signs not meeting current MUTCD standards will be replaced.

Cable Tray Repairs \$900,000:

The Cable Tray that supports the GNEOC Fiber Optic Communications Cable and the 25kV High Voltage Aerial Cable on the Lake Pontchartrain Causeway Bridge was damaged by Hurricane Ida. This project will inspect, repair and replace sections of the cable tray that have been damaged. Inspection includes minor adjustments to the tray and cable that lies in the tray. This project will be constructed from the lake to minimize the impact to motorist. This project will be 74% completed by the end of the current fiscal year.

Replace Pavement Markers & Striping \$4,000,000:

The existing striping and pavement markings on the Lake Pontchartrain Causeway Bridge is badly worn. The project provides for the restriping of the two bridges, replacing both reflective and non-reflective pavement markers and any symbols or legends, etc. This project will remove existing striping, reflectors and delineator buttons. Following the removal, the restriping and replacement reflectors, and buttons will be completed. Construction will be sequenced or phased to cause minimal interruption to the flow of traffic on the Causeway Bridges.

Monroe Street Overpass and Frontage Road Rehabilitation \$2,500,000:

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

Upgrade Traffic Signals \$1,500,000:

GNOEC owns and maintains 6 intersections with traffic signals. This project is to perform upgrades to these traffic signals that include mass arms, signal heads, controllers and equipment to improve durability and traffic flow.

North Toll Plaza Canopy Roof & Lightning Protection \$900,000:

This project will install a membrane roofing system and lightning protection on the roof of the North Toll Plaza Canopy. The work will be scheduled after the variable message sign has been removed and replaced on the truss.

Toll Tag Store Software Upgrade \$580,000:

The software was last updated in 2009. The system currently can only work under Internet Explorer 9 and this is not supported anymore. The upgrade will include multiple browser support, compatibility for violation system, and upgrade equipment.

Upgrade GNOEC Cyber Security \$300,000:

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

Upgrade Toll System \$6,000,000:

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

Toll Booth Renovations \$500,000:

The toll booths have not renovated in over 15 years. The booth needs equipment replacement and repair, AC and heating units, window replacement and tinting, and roof repairs.

Fiber Install For Equipment Room and Toll Booths \$50,000:

Existing toll system is about 15 years old and approaching end of life. Requests for proposals for a new toll system should be published in the fall of 2025. Additional fiber will be installed in equipment rooms and five toll booths/lanes to accommodate new toll system.

Building/Plaza Improvements \$50,000:

Improvements will be completed at the North Toll Plaza buildings and the administration office. The offices have not been updated in over 20 years. The upgrades will include replacing floors, repairs to the reception area, replace the cabinets in the lunch room, and update furniture.



Alan M. Boxberger
Legislative Fiscal Officer

STATE OF LOUISIANA
Legislative Fiscal Office
BATON ROUGE

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Baton Rouge, LA 70804
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To: The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
The Honorable Members of the Joint Legislative Committee on the Budget

From: John McKay, Fiscal Analyst *JM*
Alan Boxberger, Legislative Fiscal Officer *AAB*

Date: October 16, 2025

Subject: GREATER NEW ORLEANS EXPRESSWAY COMMISSION
FY 26 BUDGET ANALYSIS

The Greater New Orleans Expressway Commission (GNOEC) staff annually prepares its budget for approval by the Commissioners in accordance with its bond indenture. Upon approval by the GNOEC, the budget is then submitted to the Legislative Fiscal Office. The GNOEC approved the budget on August 13, 2025, and submitted the approved budget to the Legislative Fiscal Office.

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

TABLE OF CONTENTS

Greater New Orleans Expressway Commission

Budget Summary	3
Means of Financing	4
Means of Financing Issues	6
Expenditures	8
Capital Improvement Program	16
Salary Information	22

BUDGET SUMMARY, FISCAL YEAR 2025-26
Greater New Orleans Expressway Commission

	Actual FY 23	Actual FY 24	Budgeted FY 25	Requested FY 26	Change From Prior FY	
					\$	%
Means of Finance						
Tolls	\$22,575,842	\$25,552,605	\$25,627,000	\$24,818,000	(\$809,000)	-3.2%
Highway Fund No. 2	\$6,685,043	\$6,843,567	\$6,400,000	\$6,600,000	\$200,000	3.1%
Interest Income	\$79,832	\$117,023	\$40,000	\$50,000	\$10,000	25.0%
Other Revenue	\$137,373	\$215,028	\$75,000	\$95,000	\$20,000	26.7%
Total MOF	\$29,478,090	\$32,728,223	\$32,142,000	\$31,563,000	(\$579,000)	-1.8%
Expenditures						
Salaries	\$4,440,538	\$4,201,907	\$5,270,205	\$5,543,489	\$273,285	5.2%
Related Benefits	\$2,193,914	\$1,574,971	\$2,478,161	\$2,603,275	\$125,114	5.0%
Other Compensation	\$34,232	\$33,579	\$34,180	\$34,180	\$0	0.0%
Personnel Svcs.	\$6,668,684	\$5,810,457	\$7,782,546	\$8,180,944	\$398,399	5.1%
Operating Services	\$4,344,831	\$5,363,519	\$4,155,500	\$4,340,250	\$184,750	4.4%
Supplies	\$1,451,223	\$1,498,129	\$1,399,455	\$1,396,950	(\$2,505)	-0.2%
Operating Expenses	\$5,796,054	\$6,861,648	\$5,554,955	\$5,737,200	\$182,245	3.3%
Professional Services	\$213,062	\$197,471	\$213,000	\$213,000	\$0	0.0%
Debt Service	\$7,617,131	\$7,428,431	\$9,157,375	\$7,044,996	(\$2,112,379)	-23.1%
State Surplus-HPL	\$1,838,636	\$1,754,111	\$1,912,101	\$1,997,439	\$85,338	4.5%
Other Charges	\$9,455,767	\$9,182,542	\$11,069,476	\$9,042,435	(\$2,027,041)	-18.3%
Acquisitions	\$151,936	\$479,475	\$777,120	\$725,918	(\$51,202)	-6.6%
Maj. Rep./Cap. Imps.	\$7,192,587	\$10,196,630	\$6,744,903	\$7,663,503	\$918,600	13.6%
Acquisitions/Repairs	\$7,344,523	\$10,676,105	\$7,522,024	\$8,389,421	\$867,397	11.5%
Total Expenditures	\$29,478,090	\$32,728,223	\$32,142,000	\$31,563,000	(\$579,000)	-1.8%

Section 2 of Act 875 of the 1988 RS requires the Greater New Orleans Expressway Commission (GNOEC) to submit its annual budget to the Joint Legislative Committee on the Budget for its approval or rejection prior to the expenditure of funds contained in such budget. Act 842 of the 2008 RS requires "...consideration of operating budgets shall be given in advance of the beginning of the subject entity's fiscal year." The GNOEC's new fiscal year begins on November 1, 2025; therefore, its annual operating budget is being presented at this time.

BUDGET SUMMARY

The Greater New Orleans Expressway Commission (GNOEC) is requesting approval of its FY 26 total budget of \$31.6 M, representing a \$579,000 total decrease, or -1.8%, from the budget approved by the JLCB for FY 25. The Commission anticipates a \$2.1 M decrease in debt service payments and an \$809,000 reduction in toll revenue in FY 26 below initial FY 25 projections.

MEANS OF FINANCING

The FY 26 revenue for the GNOEC operating budget totals \$31.6 M and is comprised of the following: toll revenue (78.6%), State Highway Fund No. 2 revenue (20.9%), interest income (0.2%), and other revenue (0.3%). The following discussion will provide additional details on these means of finance.

Toll Revenue

The proposed toll revenue for FY 26 decreases approximately -3.2% from the approved FY 25 budget. Toll revenue is budgeted at \$24.8 M for FY 26, which is \$809,000 under the approved total in FY 25 (\$25.6 M). The total number of one-way crossings on the expressway is anticipated to be 5,218,459 in FY 26, compared to 5,338,121 in FY 25. This is a decrease of 119,662 crossings, or -2.2%. The full toll schedule is outlined on page 6, and toll revenue history is discussed on page 7.

The toll revenue is used to pay for the Commission's operating expenses (\$13.9 M), and the excess toll revenue is encumbered to pay for future capital improvement projects and debt services. For FY 26, \$6 M will be used to pay the 2024 and 2025 debt service payment (see page 15). The remaining \$4.9 M will be placed in the Extraordinary Maintenance and Repair Reserve Fund for current and future projects (see pages 18-21).

State Highway Fund Number 2

State Highway Fund No. 2 revenue is derived from vehicular license taxes collected in Orleans, Jefferson, St. John the Baptist, St. Charles, Tangipahoa, and St. Tammany parishes. This revenue is disbursed as follows: 1) fifty percent (50%) accruing to GNOEC; 2) all monies collected in Orleans Parish from vehicular registration license fees and taxes from trucks and trailers pursuant to LA R.S. 47:462 are deposited into the New Orleans Ferry Fund; 3) after making the allocation for the GNOEC, and the New Orleans Ferry Fund, fifty percent (50%) of monies collected in Jefferson Parish pursuant to R.S. 47:462 are deposited into the Regional Maintenance and Improvement Fund; and 4) the remaining funds are deposited into the Transportation Trust Fund (TTF). Based upon the Revenue Estimating Conference's latest adopted revenue forecast of \$13.7 M for FY 26, the GNOEC's share of revenue is anticipated to total \$6.85 M in State Highway Fund No. 2 dollars for FY 26. The Commission approved a budget of \$6.6 M for FY 26 to align the budget with expected expenditures.

The GNOEC's budgeted revenue (\$6.6 M) from State Highway Fund No. 2 is anticipated to be greater than its debt service payment (for Series 2024 bond) backed by resources from the fund, which is projected to be \$3 M in FY 26. As stated in earlier reports, the Legislative Fiscal Office (LFO) previously requested and received an Attorney General opinion on this matter, verifying that "surplus" funds from Highway Fund No. 2 are permissible to be utilized by the GNOEC in its budget for expenses of the Huey P. Long (HPL) Bridge and other local agencies, as well as capital improvements. The excess revenue from Highway Fund No. 2 after the annual debt service payment is \$3.6 M (or \$6.6 M minus \$3 M); \$2 M will go towards IAT for the HPL Bridge and local agencies, and the remaining surplus of \$1.6 M will be encumbered for acquisitions (\$725,918) and major repairs and capital improvements (\$841,278).

Interest Income

Interest income is projected at \$50,000 for FY 26, an increase of \$10,000, or 25%, from FY 25. This category consists of monies received from interest on construction investments. Revenue from interest income is deposited into the Extraordinary Maintenance and Repair Reserve Fund. The budgeted amount of \$50,000 aligns the budget with the expected expenditures from the Extraordinary Maintenance and Repair Reserve Fund.

Other Revenue

Other revenue is projected at \$95,000 for FY 26, an increase of \$20,000, or 26.7%, from FY 25. This category consists of monies received for copies of police accident and incident reports, plans for projects, records requests, and revenue generated from ATM fees. If the Commission has a surplus auction during the year, revenue generated from the event will go towards other revenue. The increase in the revenue is primarily due to a greater number of auctions anticipated in FY 26.

MEANS OF FINANCING ISSUES

Toll Rates

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

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

PREVIOUS TOLL SCHEDULE Effective May 1, 2017 – October 31, 2023

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

CURRENT TOLL SCHEDULE Effective November 1, 2023

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

Toll Revenue

Toll revenue is projected at \$24.8 M for FY 26, a decrease of \$809,000, or 3.2%, below the \$25.6 M approved in FY 25. This revenue is used to pay for the Commission’s operating expenses of \$13.9 M. The excess toll revenue is encumbered to pay for future capital improvement projects and debt services. In FY 26, \$4.9 M will be placed in the Extraordinary Maintenance and Repair Reserve Fund for current and future projects. The remaining \$6 M will be used to pay the 2024 and 2025 debt service payments.

Toll revenue is budgeted based on historical collections and trends in traffic patterns. The table below illustrates toll revenue collections and traffic counts from FY 04 (pre-Katrina levels) to projected levels in FY 25. The large decrease in FY 20 revenue is a result of decreased traffic due to COVID-19.

TOLL REVENUE

Fiscal Year	Toll Collections		Traffic Count	
	\$	PY \$ Change	#	PY # Change
2004	\$15,421,017		5,909,426	
2005	\$13,566,529	(\$1,854,488)	5,814,832	-94,594
2006	\$18,184,159	\$4,617,630	6,707,603	892,771
2007	\$17,768,414	(\$415,745)	6,571,180	-136,423
2008	\$17,135,270	(\$633,144)	6,366,320	-204,860
2009	\$17,047,947	(\$87,323)	6,400,327	34,007
2010	\$16,025,247	(\$1,022,700)	6,355,044	-45,283
2011	\$16,018,853	(\$6,394)	6,337,597	-17,447
2012	\$15,811,025	(\$207,828)	6,364,746	27,149
2013	\$16,212,070	\$401,045	6,409,719	44,973
2014	\$15,916,000	(\$296,070)	6,445,170	35,451
2015	\$16,455,022	\$539,022	6,413,600	-31,570
2016	\$16,543,981	\$88,959	6,629,438	215,838
2017	\$20,207,445	\$3,663,464	6,495,401	-134,037
2018	\$24,189,993	\$3,982,548	6,399,579	-95,822
2019	\$23,867,547	(\$322,446)	6,409,364	9,785
2020	\$18,721,627	(\$5,145,920)	5,216,325	-1,193,039
2021	\$20,770,961	\$2,049,334	5,566,900	350,575
2022	\$23,169,701	\$2,398,740	5,736,905	170,005
2023	\$22,575,842	(\$593,859)	5,983,910	247,005
2024	\$25,552,605	\$2,976,763	5,600,938	-382,972
2025*	\$25,069,000	(\$483,605)	5,338,121	-262,817
2026*	\$24,818,000	(\$251,000)	5,218,459	-119,662

*Projected

EXPENDITURES

PERSONNEL SERVICES

Salaries	FTE	Actual FY 23	FTE	Actual FY 24	FTE	Approved FY 25	FTE	Requested FY 26	Change From PY	
									\$	%
Administration										
General Manager	1.0	\$150,299	1.0	\$156,541	1.0	\$161,801	1.0	\$167,257		
Administration	3.0	\$175,882	3.0	\$199,974	4.0	\$246,847	4.0	\$256,624		
Accounting	5.0	\$213,227	5.0	\$304,183	5.0	\$311,021	5.0	\$322,660		
Commuter Sales	4.0	\$162,087	4.0	\$186,223	5.0	\$220,823	5.0	\$233,457		
<u>Less: HPL Adm.</u>	<u>(1.0)</u>	<u>(\$97,381)</u>	<u>(1.0)</u>	<u>(\$105,014)</u>	<u>(1.0)</u>	<u>(\$107,950)</u>	<u>(1.0)</u>	<u>(\$112,811)</u>		
Sub-Total	12.0	\$604,114	12.0	\$741,907	14.0	\$832,542	14.0	\$867,187	\$34,645	4.2%
Operations										
Toll Collectors	16.0	\$748,238	16.0	\$779,821	16.0	\$704,242	16.0	\$755,739		
Maintenance	25.0	\$1,025,794	25.0	\$1,154,630	25.0	\$1,281,392	25.0	\$1,341,361		
Bascule Operators	5.0	\$191,515	5.0	\$203,829	5.0	\$236,301	4.0	\$209,533		
Dispatch	12.0	\$391,084	12.0	\$459,597	10.0	\$581,918	10.0	\$626,345		
Police	32.0	\$2,334,666	32.0	\$1,680,579	32.0	\$2,513,223	32.0	\$2,606,985		
<u>Less: HPL Operations</u>	<u>(13.0)</u>	<u>(\$854,873)</u>	<u>(13.0)</u>	<u>(\$818,457)</u>	<u>(11.0)</u>	<u>(\$879,413)</u>	<u>(11.0)</u>	<u>(\$863,661)</u>		
Sub-Total	77.0	\$3,836,424	77.0	\$3,460,000	77.0	\$4,437,664	76.0	\$4,676,302	\$238,639	5.4%
Total Salaries	89.0	\$4,440,538	89.0	\$4,201,907	91.0	\$5,270,206	90.0	\$5,543,489	\$273,284	5.2%
Related Benefits										
Parochial (Retirement)		\$744,793		\$751,046		\$804,097		\$841,503		
Group Insurance		\$1,565,998		\$930,860		\$1,795,340		\$1,885,107		
Retirees Group Benefits		\$104,075		\$85,258		\$120,562		\$122,632		
Gov. Def. Comp. Plan		\$66,465		\$70,312		\$84,000		\$84,000		
<u>Less: HPL Rel. Benef.</u>		<u>(\$287,417)</u>		<u>(\$262,505)</u>		<u>(\$325,838)</u>		<u>(\$329,967)</u>		
Total Related Benefits		\$2,193,914		\$1,574,971		\$2,478,161		\$2,603,275	\$125,114	5.0%
Other Compensation		\$34,232		\$33,579		\$34,180		\$34,180	\$0	0%
TOTAL		\$6,668,684		\$5,810,457		\$7,782,547		\$8,180,944	\$398,398	5.1%

Salaries

The GNOEC is requesting \$5.5 M for salaries, a 5.2% increase from FY 25. The request includes 90 full-time equivalent employees (FTEs) for FY 26, one less than FY 25.

Note: The table above backs out funding equivalent to the administrative and operations functions for the Huey P. Long Bridge.

The Commission approved merit raises for FY 26 salaries. In addition, some salaries were rebased to keep salaries competitive, and several employees took on additional duties. The average salary increase across all full-time employees is 5.17%. Salary information for filled positions can be found on pages 22-25.

The GNOEC currently has 30 Peace Officer Standards & Training (POST) certified police officers (24 – Causeway and 6 – Huey P. Long Bridge). Act 664 of 2008 RS provides that these police officers are eligible to receive state supplemental pay, which is currently \$600/month or \$7,200/year for a total state supplement of \$216,000 for all Causeway police officers currently receiving supplemental pay. This portion of the police officers’ salaries is not included in the GNOEC’s budget, as the state pays this amount annually. However, the GNOEC is responsible for paying the related benefits costs associated with the additional \$7,200 state salary supplement, which equates to approximately \$23,940 in additional related benefits expenditures included in the operating budget over and above the base salaries.

Related Benefits:

The Commission is requesting \$2.6 M for related benefits, a 5% increase from FY 25, primarily due to an increase in retirement benefits and group insurance benefits.

Other Compensation:

The GNOEC is requesting standstill funding of \$34,180 for Other Compensation in FY 26. Other Compensation represents the salaries of the Greater New Orleans Expressway Commissioners. The five appointed Commissioners are paid \$569.66 per month for Commission duties as provided by an amendment to the Articles of Incorporation of the Greater New Orleans Expressway Commission. The Parishes of Jefferson and St. Tammany executed the Articles of Incorporation on October 20, 1954, with the above amendment approved on August 7, 1986.

OPERATING SERVICES

	FY 23	FY 24	FY 25	FY 26	Change From Prior FY	
	Actual	Actual	Approved	Requested	\$	%
Bank/ Visa Charge on Toll Deposits	\$352,592	\$497,483	\$400,000	\$460,000	\$60,000	15.0%
Bank Trustee Fees	\$9,391	\$7,494	\$9,500	\$8,500	(\$1,000)	-10.5%
Dues & Subscriptions	\$9,846	\$10,915	\$9,000	\$12,000	\$3,000	33.3%
Insurance	\$3,250,677	\$4,141,079	\$3,250,000	\$3,400,000	\$150,000	4.6%
Advertising (Motorist Safety Campaign)	\$764	\$1,178	\$5,000	\$2,500	(\$2,500)	-50.0%
Publication of Public Notices	\$933	\$1,026	\$1,000	\$1,250	\$250	25.0%
Telephone and Radio	\$417,926	\$413,219	\$225,000	\$200,000	(\$25,000)	-11.1%
Travel	\$94	\$0	\$1,000	\$1,000	\$0	0.0%
Unused Vacation and Sick Leave	\$93,435	\$96,101	\$75,000	\$75,000	\$0	0.0%
Utilities	\$209,173	\$195,024	\$180,000	\$180,000	\$0	0.0%
Total	\$4,344,831	\$5,363,519	\$4,155,500	\$4,340,250	\$184,750	4.4%

Operating Services:

The GNOEC is requesting \$4.3 M for operating services, a \$184,750, or 4.4% increase from FY 25. Operating services include advertising, the publication of public notices and minutes, insurance, travel, telephone and radio expenses, utilities, payout of unused vacation and sick leave, dues and subscriptions, trustee fees, bank and visa charges for toll deposits, and other miscellaneous expenses.

Significant adjustments include:

- \$60,000, or 15%, increase in bank/visa charges on toll deposits due to more commuters using credit cards.
- \$150,000, or 4.6%, increase due to an increase in property insurance premiums.
- \$2,500, or 50%, decrease in advertising as the GNOEC will be using an in-house system to send messages to commuters about construction.
- \$25,000, or 11%, decrease in Telephone and Radio due to the transition from a T1 analog system to digital communications.

SUPPLIES

	FY 23 Actual	FY 24 Actual	FY 25 Approved	FY 26 Requested	Change From Prior FY	
					\$	%
Office Expenses	\$303,174	\$237,193	\$236,450	\$235,900	(\$550)	-0.2%
Operating Expenses	\$663,115	\$719,931	\$729,025	\$719,100	(\$9,925)	-1.4%
Repairs and Maintenance	\$484,934	\$541,005	\$433,980	\$441,950	\$7,970	1.8%
Total	\$1,451,223	\$1,498,129	\$1,399,455	\$1,396,950	-\$2,505	-0.2%

Supplies Expenses:

The GNOEC is requesting \$1.4 M for supplies expenses, a \$2,505, or 0.2%, decrease from FY 25.

Office expenses are estimated to decrease by 0.2% from FY 25. Costs include leased office space, disposal services, postage, extermination and termite control, office machine repairs, maintenance contracts, and other general administrative office supplies.

Operating expenses are anticipated to decrease by 1.4% from FY 25. This cost includes gasoline, oil, auto parts, tire lubricants, diesel fuel, police equipment mounted on vehicles, vehicle maintenance, police uniforms, protective equipment, and any other expenditure related to vehicle maintenance and police car retrofitting.

Repairs and maintenance are anticipated to increase by 1.8% from the prior year, primarily due to the need to purchase new toll tags and attenuator supplies. This category includes costs for general maintenance and supplies needed on the bridge, toll tags, toll system software maintenance, computer and electronic repairs on all bridge equipment, plumbing and janitorial supplies for the entire operation, air conditioning contracts, and other miscellaneous items dealing with operations maintenance. Also included are the components of the crash attenuators used on the bridge, which must be kept in stock and used by maintenance personnel to repair damages throughout the year.

PROFESSIONAL SERVICES

	FY 23 Actual	FY 24 Actual	FY 25 Approved	FY 26 Requested	Change From Prior FY	
					\$	%
Accounting and Finance						
Independent Audit	\$17,265	\$17,500	\$16,000	\$16,200	\$200	1.3%
Accounting Services	\$29,355	\$27,223	\$24,000	\$28,800	\$4,800	20.0%
Engineering						
Engineering & Traffic Consultant	\$27,500	\$23,087	\$23,000	\$23,000	\$0	0.0%
Litigation & Legal Representation						
General Counsel	\$116,550	\$115,095	\$130,000	\$130,000	\$0	0.0%
Other Professional Services						
Investment Consultant	\$22,392	\$14,566	\$20,000	\$15,000	(\$5,000)	-25.0%
Total	\$213,062	\$197,471	\$213,000	\$213,000	\$0	0.0%

Professional Services:

The GNOEC is requesting standstill funding of \$213,000 for professional services in FY 26. The Commission hires outside consultants and service providers under professional services contracts. These items include services for bond indenture requirements in the form of independent audit and accounting services, engineering and traffic consultants, legal counsel, and investment consultation.

Significant adjustments include:

- \$4,800, or 20%, increase in accounting services for preparation of new Governmental Accounting Standards Board (GASB) entries, which will be reviewed by an outsourced accounting firm.
- \$5,000, or 25%, decrease in investment consulting primarily due to a decrease in the amount available to invest.

OTHER CHARGES

	FY 23 Actual	FY 24 Actual	FY 25 Approved	FY 26 Requested	Change From Prior FY	
					\$	%
Debt Service	\$7,617,131	\$7,428,431	\$9,157,375	\$7,044,996	(\$2,112,379)	-23.1%
Interagency Expense:						
Act 875 of 1988:						
St. Charles Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
St. John the Baptist	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Tangipahoa Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Total Act 875	\$150,000	\$150,000	\$150,000	\$150,000	\$0	0.0%
Act 1227 of 1995:						
Orleans Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Jefferson Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
St. Tammany Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Washington Parish	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Total Act 1227	\$200,000	\$200,000	\$200,000	\$200,000	\$0	0.0%
Huey P. Long Bridge	\$1,488,636	\$1,404,111	\$1,562,101	\$1,647,439	\$85,338	5.5%
Subtotal Interagency	\$1,838,636	\$1,754,111	\$1,912,101	\$1,997,439	\$85,338	4.5%
TOTAL OTHER	\$9,455,767	\$9,182,542	\$11,069,476	\$9,042,435	(\$2,027,041)	-18.3%

Other Charges

The GNOEC is requesting \$9 M for other charges expenditures, a 18.3% decrease from FY 25. Other charges expenditures consist of debt service, interagency expenditures, and policing of the Huey P. Long Bridge.

The GNOEC interagency expenditures are increasing by 4.5% from FY 25, primarily due to an increase in operation costs for the Huey P. Long Bridge (see next page). Interagency expenditures include expenses required by Act 875 of the 1988 RS and Act 1227 of the 1995 RS. These acts provide that, before the transfer of surplus funds to the State of Louisiana, funding will be distributed to the following parishes: \$50,000 to the parishes of Jefferson, Orleans, St. Charles, St. John the Baptist, St. Tammany, Tangipahoa, and Washington for a total of \$350,000.

2017 Bond Series Refund/2025 Bond Series

In September 2025, the GNOEC refunded the 2017 Series Bond, saving \$9,450,662. The new 2025 Series Bond is added to the debt service table on page 15. The time for the bond was not extended; it is still scheduled to end in 2048.

Note: The Commission approved the proposed budget at its August 13, 2025 meeting. The bond refund executed in September 2025 reduced the expected debt service budget; however, the Commission was not able to approve any changes to the proposed budget before the JLCB meeting. The excess budget authority due to the refund (approximately \$2.4 M) will be used to pay for current and future capital improvement projects.

**HUEY P. LONG BRIDGE
Interagency Transfer**

	FY 23 Actual	FY 24 Actual	FY 25 Approved	FY 26 Requested	Change From Prior FY	
					\$	%
Administrative						
Administrative Salaries	\$97,381	\$105,014	\$107,950	\$112,811	\$4,861	4.5%
Payroll Taxes	\$12,584	\$13,572	\$13,530	\$14,045	\$515	3.8%
Payroll Benefits	\$15,854	\$16,472	\$20,915	\$21,961	\$1,046	5.0%
Operations						
Police Patrol	\$703,405	\$651,636	\$698,678	\$711,269	\$12,591	1.8%
Dispatch	\$127,942	\$141,172	\$153,198	\$123,499	(\$29,699)	-19.4%
Payroll Taxes	\$114,014	\$104,470	\$115,360	\$111,549	(\$3,811)	-3.3%
Payroll Benefits	\$136,154	\$118,038	\$163,762	\$171,950	\$8,188	5.0%
Unused Vacation and Sick Leave	\$8,336	\$32,143	\$15,000	\$15,000	\$0	0.0%
Materials, Supplies & Maintenance	\$131,206	\$104,686	\$90,000	\$90,000	\$0	0.0%
Telephone & Radio	\$18,117	\$16,295	\$20,000	\$20,000	\$0	0.0%
Insurance	\$31,306	\$30,371	\$35,000	\$35,000	\$0	0.0%
Maintenance						
Maintenance Personnel	\$23,526	\$25,649	\$27,537	\$28,893	\$1,356	4.9%
Payroll Taxes	\$3,037	\$3,310	\$3,451	\$3,597	\$146	4.2%
Payroll Benefits	\$5,774	\$6,643	\$8,820	\$6,865	(\$1,955)	-22.2%
Capital Acquisitions	\$60,000	\$34,640	\$88,900	\$181,000	\$92,100	103.6%
Total	\$1,488,636	\$1,404,111	\$1,562,101	\$1,647,439	\$85,338	5.5%

DEBT SERVICE SCHEDULE

	Series 2024 Bond Principal	Series 2024 Bond Interest	Series 2024 Bond Total	Series 2025 Bond Principal	Series 2025 Bond Interest	Series 2025 Bond Total	Combined Total Debt Service
2026	\$1,985,000	\$1,050,375	\$3,035,375	\$470,000	\$2,467,422	\$2,937,422	\$5,972,797
2027	\$2,085,000	\$948,625	\$3,033,625	\$2,035,000	\$3,927,875	\$5,962,875	\$8,996,500
2028	\$2,195,000	\$841,625	\$3,036,625	\$2,140,000	\$3,823,500	\$5,963,500	\$9,000,125
2029	\$2,305,000	\$729,125	\$3,034,125	\$2,250,000	\$3,713,750	\$5,963,750	\$8,997,875
2030	\$2,430,000	\$610,750	\$3,040,750	\$2,365,000	\$3,598,375	\$5,963,375	\$9,004,125
2031	\$2,545,000	\$486,375	\$3,031,375	\$2,485,000	\$3,477,125	\$5,962,125	\$8,993,500
2032	\$2,680,000	\$355,750	\$3,035,750	\$2,615,000	\$3,349,625	\$5,964,625	\$9,000,375
2033	\$2,815,000	\$218,375	\$3,033,375	\$2,745,000	\$3,215,625	\$5,960,625	\$8,994,000
2034	\$2,960,000	\$74,000	\$3,034,000	\$2,890,000	\$3,074,750	\$5,964,750	\$8,998,750
2035				\$3,035,000	\$2,926,625	\$5,961,625	\$5,961,625
2036				\$3,190,000	\$2,771,000	\$5,961,000	\$5,961,000
2037				\$3,355,000	\$2,607,375	\$5,962,375	\$5,962,375
2038				\$3,530,000	\$2,435,250	\$5,965,250	\$5,965,250
2039				\$3,710,000	\$2,254,250	\$5,964,250	\$5,964,250
2040				\$3,900,000	\$2,064,000	\$5,964,000	\$5,964,000
2041				\$4,100,000	\$1,864,000	\$5,964,000	\$5,964,000
2042				\$4,310,000	\$1,653,750	\$5,963,750	\$5,963,750
2043				\$4,530,000	\$1,432,750	\$5,962,750	\$5,962,750
2044				\$4,765,000	\$1,200,375	\$5,965,375	\$5,965,375
2045				\$5,005,000	\$956,125	\$5,961,125	\$5,961,125
2046				\$5,265,000	\$699,375	\$5,964,375	\$5,964,375
2047				\$5,535,000	\$429,375	\$5,964,375	\$5,964,375
2048				\$5,820,000	\$145,500	\$5,965,500	\$5,965,500

ACQUISITIONS, MAJOR REPAIRS, AND CAPITAL IMPROVEMENTS

	FY 25 Approved	FY 26 Requested	Change From Prior FY	
			\$	%
Acquisitions	\$777,120	\$725,918	(\$51,202)	-6.6%
Major Repairs / Capital Improvements (Extraordinary Maintenance and Repair Reserve Fund)	\$6,744,903	\$7,663,503	\$918,600	13.6%
Total	\$7,522,024	\$8,389,421	\$867,397	11.5%

Acquisitions, Major Repairs, and Capital Improvements

The GNOEC is requesting \$8.4 M for acquisitions, major repairs, and capital improvements expenditures, an 11.5% increase from FY 25.

Acquisitions are decreasing by 6.6% from the prior year. Last year's significant acquisitions included five new Ford F-150 Police Trucks with the necessary equipment (light bars, cameras, radios, plastic rear seats).

Major repairs and capital improvements expenditures are budgeted at \$7.7 M for FY 26, an increase of 13.6% over the approved FY 25 budget. These funds are transferred to the Extraordinary Maintenance and Repair Reserve Fund for use in the Commission's Capital Improvement Program (see next section). The GNOEC is required to have all funds available before the start of any capital improvement project. The Commission accumulates any unexpended funds each year in the Extraordinary Maintenance and Repair Reserve Fund to meet its regular capital outlay and maintenance needs.

CAPITAL IMPROVEMENT PROGRAM

The Commission is requesting \$33 M from the Extraordinary Maintenance and Repair Reserve Fund. These expenditures are not reflected in the operating budget because these funds have been accrued in prior fiscal years.

The fund balance at the start of FY 26 is projected to be \$57.4 M and will receive deposits of \$7.7 M through the FY 26 budget. The \$33 M for capital projects in FY 26 will leave a fund balance of \$32.2 M for FY 27. A detailed list of projects and expenditures can be found on the next page.

Note: The Commission approved the proposed budget at its August 13, 2025 meeting. The bond refund executed in September 2025 reduced the expected debt service budget; however, the Commission was not able to approve any changes to the proposed budget before the JLCB meeting. The excess budget authority due to the refund (approximately \$2.4 M) will be used to pay for current and future capital improvement projects. This could increase expenditures out of the fund by up to \$2.4 M for FY 26, increase the remaining fund balance by \$2.4 M for FY 27, or any combination thereof.

EXTRAORDINARY MAINTENANCE AND RESERVE FUND

	Requested FY 26
Annual Maintenance Items	
Extraordinary Maintenance and Consulting Engineering	\$800,000
Annual AASHTO Inspection of GNOEC Facilities & Security	\$700,000
Emergency and Periodic Repairs	\$100,000
Preventative Maintenance Electrical/Mechanical Systems	\$600,000
Subtotal	\$2,200,000
Electrical/Mechanical Improvements	
North Channel Bascule Mechanical Maintenance	\$1,000,000
High Voltage Power System - Control System and Surge Protection	\$3,000,000
Upgrade 1700 AM Highway Advisory Radio	\$15,000
Bascule Lock Bar Operator Rehabilitation	\$1,500,000
Bascule Bridge Tender's House Rehabilitation	\$750,000
North Bascule Roadway Lighting & Gate Replacement	\$1,200,000
Electrical & Mobile Generator	\$78,000
Bridge Improvements	
Replace HILS/ Incident Signage	\$650,000
Channel Marker Platform Rehabilitation	\$750,000
Fender and Electrical Repairs (8 Mile South & 16 Mile North Channel)	\$2,689,634
Bridge Sign Replacement	\$1,750,000
Cable Tray Repairs	\$900,000
Bridge Striping	\$4,000,000
Road Improvements	
Monroe Street Overpass and Frontage Road Rehabilitation	\$2,500,000
Traffic Signal Upgrade (Phase 2)	\$1,500,000
Building/Plaza Improvements	
North Toll Plaza Canopy Roof and Lightning Protection	\$900,000
Toll Tag Store Software Upgrade	\$580,000
Upgrade GNOEC Cyber Security	\$300,000
Upgrade Toll System	\$6,000,000
Toll Booth Renovations	\$500,000
Fiber Install for Equipment Room & Toll Booths	\$50,000
Building/ Plaza Improvements	\$50,000
Subtotal	\$30,662,634
Total Annual Items and Capital Improvements	\$32,862,634

Major Repairs

The budget approved by the Commission on August 13, 2025, includes the major repair projects listed below. The projects approved by the GNOEC for a typical fiscal year are often changed during the year due to changing priorities and other factors, which require projects to be altered or rescheduled (either delayed or accelerated). Total costs for the projects outlined below are \$2.2 M.

Extraordinary Maintenance & Consulting Engineering - \$800,000

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

Annual AASHTO Inspection of Facilities & Security Inspection - \$700,000

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

Emergency and Periodic Repair - \$100,000

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

Preventative Maintenance - \$600,000

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

Capital Improvement Projects

The budget approved by the Commission on August 13, 2025, includes the capital improvement projects listed below. The projects approved by the GNOEC for a typical fiscal year often are changed during the year due to changing priorities and other factors, which require projects to be altered or rescheduled (either delayed or accelerated). Total costs for the projects outlined below are \$30.7 M.

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

The project provides for maintenance of the mechanical portion of the bascule and other repairs not covered during prior projects. The project will include rehabilitation of the lockbar operators, replacement of a lockbar receiver collar and shimming of all collars, shimming the live load bearings, upgrade of the Uninterruptible Power Supply (UPS) for the control system, installation of a new traffic signal and signage, and Programmable Logic Controller (PLC) software modifications.

High Voltage Power System - \$3,000,000

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

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

Upgrade 1700 AM Highway Advisory Radio - \$15,000

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

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

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

Bascule Bridge Tender's House Rehabilitation - \$750,000

The Bridge Tender's House at the North Channel Bascule, constructed in 1968, has not been renovated in over 35 years. The purpose of this project is to rehabilitate the existing upper two levels of the tender's house to provide a more comfortable and secure working environment. Items include but are not limited to the following: remove and replace all existing windows at the operator's level, reconfigure one of the tender's windows into an impact-resistant and operable door to allow direct access to the catwalk outside, paint all interior surfaces, remove and replace all finished flooring with new material, remove and replace all furniture, provide better lighting for nighttime operations, reduce ambient noise by installing acoustical absorbent materials, upgrade existing air conditioning units and ventilation, remove and replace stair tread anti-slip strips, recover existing roof surface with new seamless waterproofing membrane, repair access ladder to roof and install new floor safety railings, and patch and repair any structural damage within the scope of work.

North Bascule Roadway Lighting and Gate Replacement - \$1,200,000

The existing roadway lighting at the North Channel Bascule is no longer economical to repair. This project will install new roadway lighting and replace the traffic safety gates that are approximately 20 years old. Traffic Signal Lights will also be added to warn approaching motorists of a bridge opening. The Dynamic Message Sign (DMS) approaching the bascule will be tied into the bascule control system so that notice of a bridge opening will be automatically shown on the DMS to provide advance warning to the motorist.

Electrical and Mobile Generator - \$78,000

This project is to purchase a new mobile generator for use at the six sites where GNOEC has a permanent generator. Modifications to standardize the connection of the mobile generator will be included in this project.

Replace Hazardous Incident Lighting Stations (HILs) - \$650,000

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

Channel Marker Platform Rehabilitation - \$750,000

Marine channel markers are required on all federal waterways, including Lake Pontchartrain. Due to age and exposure to weather and marine elements, channel markers approaching Causeway's North and South Channels have deteriorated significantly. The project will identify deteriorating/failing components and equipment and replace/repair them as necessary.

Fender & Electrical Repairs (8 Mile South Channel and 16 Mile North Channel) - \$2,689,634

The existing fender systems at the North and South Channels are over 15 years old and are in need of repair due to age and damage from Hurricane Ida. This project will replace missing and damaged walers and associated hardware on the fenders and repair the catwalks and dolphins. The replacement of the platforms on the channel Marker Lights will also be included in this project.

Bridge Sign Replacement - \$1,750,000

This project provides for the repair and/or replacement of the traffic signs and supports on the Lake Pontchartrain Causeway Bridge that were damaged by Hurricane Ida or that require modification due to age. GNOEC will conduct a test of the retro-reflectivity of the signs to determine if they meet current Manual on Uniform Traffic Control Devices (MUTCD) standards. Any signs not meeting current MUTCD standards will be replaced.

Cable Tray Repairs - \$900,000

The Cable Tray that supports the GNOEC Fiber Optic Communications Cable and the 25kV High Voltage Aerial Cable on the Lake Pontchartrain Causeway Bridge was damaged by Hurricane Ida. This project will inspect, repair, and replace sections of the cable tray that have been damaged. Inspection includes minor adjustments to the tray and cable that lies in the tray. This project will be constructed from the lake to minimize the impact to motorists.

Bridge Striping - \$4,000,000

Over the years, roadway striping on entry and exit ends of both the north- and south-bound Causeway bridges has faded/eroded due to around-the-clock traffic. This project will identify and replace entry and exit striping and reflective buttons on both bridges as necessary.

Monroe Street Overpass and Frontage Road Rehabilitation - \$2,500,000

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

Upgrade Traffic Signals - \$1,500,000

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

North Toll Plaza Canopy Roof and Lightning Protection - \$900,000

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

Toll Tag Store Software Upgrade - \$580,000

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

Upgrade GNOEC Cyber Security - \$300,000

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

Upgrade Toll System - \$6,000,000

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

Toll Booth Renovations - \$500,000

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

Fiber Install for Equipment Room and Toll Booths - \$50,000

The existing toll system is about 15 years old and approaching end of life. Requests for proposals for a new toll system were published on 10/08/25. The additional fiber will be installed in equipment rooms and five toll booths/lanes to accommodate the new toll system.

Building/Plaza Improvement - \$50,000

Improvements will be completed at the North Toll Plaza buildings and the administration office. The offices have not been updated in over 20 years. The upgrades will include replacing floors, repairing the reception area, replacing the cabinets in the lunch room, and updating furniture.

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

SALARY INFORMATION FOR FILLED POSITIONS AS OF OCTOBER 1, 2025

TITLE/POSITION	DATE OF HIRE	STATUS	FY 25 CURRENT SALARY	FY 26 PROPOSED SALARY	% INCREASE
Administration					
General Manager	9/1/09	FULL	\$161,782	\$167,257	3.38%
Human Resources Director	6/16/95	FULL	\$106,380	\$111,846	5.14%
Administrative Assistant II	10/30/17	FULL	\$46,699	\$49,171	5.29%
Administrative Assistant I	2/24/17	FULL	\$38,526	\$40,697	5.63%
Computer Sales					
Commuter Sales Supervisor	2/22/06	FULL	\$55,188	\$57,943	4.99%
North Shore Tag Office	6/25/18	FULL	\$37,456	\$39,258	4.81%
North Shore Tag Office	3/5/18	FULL	\$38,766	\$40,632	4.81%
North Shore Tag Office	7/16/08	FULL	\$43,221	\$45,608	5.52%
North Shore Tag Office	10/9/17	FULL	\$36,400	\$38,147	4.80%
Accounting					
Director of Finance	5/28/03	FULL	\$110,706	\$116,173	4.94%
Accountant	2/18/15	FULL	\$57,179	\$60,087	5.09%
Toll Analyst	1/26/09	FULL	\$48,814	\$51,263	5.02%
IT Coordinator	4/20/15	FULL	\$48,298	\$50,718	5.01%
Accounting Assistant	4/25/23	FULL	\$37,461	\$39,336	5.01%

TITLE/POSITION	DATE OF HIRE	STATUS	FY 25 CURRENT SALARY	FY 26 PROPOSED SALARY	% INCREASE
Communication - Dispatch and Bascule					
Records Assistant	2/26/25	FULL	\$33,280	\$34,944	5.00%
Dispatcher	3/3/08	FULL	\$51,936	\$54,534	5.00%
TAC Officer	4/23/01	FULL	\$65,520	\$68,796	5.00%
Dispatcher - HPL	6/24/24	FULL	\$36,254	\$38,067	5.00%
Dispatcher - HPL	3/23/15	FULL	\$45,143	\$47,393	4.98%
Dispatcher	8/31/05	FULL	\$55,910	\$58,706	5.00%
Dispatcher	9/4/18	FULL	\$44,096	\$46,301	5.00%
Operator II	8/16/12	FULL	\$46,064	\$48,376	5.02%
Operator	8/2/21	FULL	\$35,260	\$37,019	4.99%
Operator	10/17/22	FULL	\$32,781	\$34,420	5.00%
Operator	8/5/24	FULL	\$31,285	\$32,847	4.99%

TITLE/POSITION	DATE OF HIRE	STATUS	FY 25 CURRENT SALARY	FY 26 PROPOSED SALARY	% INCREASE
Causeway Bridge Police					
Commander	1/16/05	FULL	\$113,110	\$118,585	4.84%
Captain	3/15/99	FULL	\$105,024	\$110,270	5.00%
Lieutenant	11/3/09	FULL	\$83,387	\$87,557	5.00%
Sergeant	3/17/08	FULL	\$77,230	\$81,092	5.00%
Sergeant	11/6/18	FULL	\$60,764	\$63,795	4.99%
Sergeant	7/28/98	FULL	\$97,322	\$102,189	5.00%
Sergeant	5/7/18	FULL	\$59,492	\$62,462	4.99%
Corporal	1/30/23	FULL	\$54,974	\$57,723	5.00%
Corporal	6/16/16	FULL	\$54,808	\$57,548	5.00%
Corporal	6/6/22	FULL	\$53,851	\$56,544	5.00%
Corporal	10/16/23	FULL	\$52,707	\$55,343	5.00%
Officer	10/7/24	FULL	\$49,380	\$51,848	5.00%
Officer	1/6/25	FULL	\$49,380	\$51,848	5.00%
Officer	8/18/25	FULL	\$49,380	\$51,324	3.94%
Officer	1/3/25	FULL	\$49,380	\$51,848	5.00%
Officer	1/13/25	FULL	\$49,380	\$51,848	5.00%
Officer	2/26/25	FULL	\$49,380	\$51,848	5.00%
Officer	4/21/25	FULL	\$49,380	\$51,848	5.00%
Officer	3/17/25	FULL	\$49,380	\$51,848	5.00%
Huey P. Long Bridge Police					
Sergeant	3/22/99	FULL	\$93,203	\$97,865	5.00%
Corporal	3/12/07	FULL	\$59,949	\$62,943	4.99%
Officer	11/5/14	FULL	\$58,178	\$61,086	5.00%
Officer - Vacant	Vacant	FULL	-	\$61,086	-
Officer - Vacant	Vacant	FULL	-	\$61,086	-
Officer - Vacant	Vacant	FULL	-	\$61,086	-

TITLE/POSITION	DATE OF HIRE	STATUS	FY 25 CURRENT SALARY	FY 26 PROPOSED SALARY	% INCREASE
Toll Collectors - North Shore					
N.S. Toll Captain	1/30/96	FULL	\$62,613	\$65,738	4.99%
Trainer	3/21/16	FULL	\$42,848	\$45,419	6.00%
Toll Collector	1/30/24	FULL	\$31,140	\$32,694	4.99%
Toll Collector	1/11/23	FULL	\$31,782	\$34,529	8.64%
Toll Collector	3/18/24	FULL	\$31,140	\$33,689	8.19%
Toll Collector	11/3/15	FULL	\$36,670	\$38,871	6.00%
Toll Collector	12/19/16	FULL	\$35,670	\$38,871	8.97%
Toll Collector	7/8/08	FULL	\$38,333	\$40,634	6.00%
Toll Collector	5/22/17	FULL	\$33,093	\$35,078	6.00%
Toll Collector	9/30/24	FULL	\$31,140	\$32,694	4.99%
Toll Collector	2/5/24	FULL	\$31,140	\$32,620	4.75%

TITLE/POSITION	DATE OF HIRE	STATUS	FY 25 CURRENT SALARY	FY 26 PROPOSED SALARY	% INCREASE
Maintenance					
Bridge/Operation Director	11/2/95	FULL	\$110,706	\$116,173	4.94%
Maintenance Supervisor	8/2/04	FULL	\$59,696	\$62,496	4.69%**
Electrical Leaderman	10/8/18	FULL	\$50,571	\$54,004	6.79%
Electrical Maintenance	4/25/25	FULL	\$47,840	\$50,232	5.00%
Electrical/Grounds Maintenance	9/22/25	FULL	\$43,680	\$45,030	3.09%
S.S. Maintenance Supervisor	2/23/09	FULL	\$56,872	\$59,710	4.99%
Grounds Leaderman	10/18/21	FULL	\$44,952	\$48,005	6.79%
Grounds Maintenance	2/13/23	FULL	\$35,488	\$37,259	4.99%*
Grounds Maintenance	2/27/23	FULL	\$39,811	\$41,802	5.00%
Grounds Maintenance	4/4/24	FULL	\$34,448	\$36,167	4.99%
Grounds Maintenance	10/1/02	FULL	\$48,030	\$50,429	4.99%
Grounds Maintenance	7/7/25	FULL	\$31,200	\$32,760	5.00%
Grounds Maintenance	5/6/25	FULL	\$31,200	\$32,760	5.00%
Grounds/Electrical Maintenance	5/5/25	FULL	\$31,200	\$32,760	5.00%
Motorists Assistance Patrol					
MAP Leader	6/5/17	FULL	\$49,296	\$52,697	6.9%**
Operator	2/24/25	FULL	\$34,070	\$35,734	4.88%
Operator	6/19/17	FULL	\$47,507	\$49,883	5.00%
Operator	11/4/24	FULL	\$34,070	\$35,734	4.88%
Operator	2/13/23	FULL	\$42,739	\$44,876	5.00%
Operator	6/10/24	FULL	\$36,754	\$38,591	5.00%
Operator	9/8/20	FULL	\$42,828	\$44,969	5.00%
Vehicle Maintenance					
Leaderman	2/21/11	FULL	\$53,627	\$56,184	4.77%
Mechanic	11/13/00	FULL	\$58,784	\$61,720	4.99%
Mechanic	5/24/21	FULL	\$38,713	\$40,644	4.99%

*Adjustments were made to salaries for adding additional duties

**Promoted

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
Governor



TAYLOR F. BARRAS
Commissioner of Administration

August 14, 2025

TO: Kimberly Sullivan, JD
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 Services Advisory Group Consultants, LLC
LaGov PO: 2000773152

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.

Health Services Advisory Group (HSAG) Contract Extension

LDH LEGISLATIVE FACT SHEET



CONTRACT SUMMARY:

Start Date	March 1, 2023
End Date	February 28, 2026
Requested Extension (Amendment 1) 2 year extension	March 1, 2026 through February 28, 2028
Extension Amount	\$4,400,000.00 (\$2.2M per year; \$1.65M Fed/\$550K SGF)
Total Contract Amount	\$11,182,194.00 (FY 23-26; FY 26-28 \$4,400,000)

BACKGROUND:

- The Louisiana Department of Health is requesting permission to extend the current contract with the Health Services Advisory Group (HSAG) for the term of two years (24 months). The current HSAG contract provides an option to extend the services for the same rate, with the expectation of adhering to the “new” CMS Access Rule.
- HSAG currently serves as the External Quality Review Organization (EQRO) for the Louisiana Department of Health to perform independent external quality review (EQR) of Louisiana Medicaid mandatory and optional services in the Code of Federal Regulations (CFR) Title 42 CFR § 438 Subpart E.
- Since March 1, 2023, HSAG has been serving in the EQRO capacity, analyzing data to evaluate the quality, accessibility and timeliness of services provided to eligible Medicaid members through Louisiana’s contracted managed care organizations (MCO), dental prepaid ambulatory health plan (PAHP) and behavioral health prepaid inpatient health plan (PIHP). The work is expected to continue until February 28, 2026.
- LDH is actively drafting a new request for proposal (RFP) to secure EQRO services through a competitive process. A draft is anticipated in December 2025, but the process from publication to final contract can reasonably span months.

JUSTIFICATION:

- The contract is necessary to remain in compliance with federal regulations governing the Medicaid program through the completion of the project.
- According to Section 1932(c)(2) of the Social Security Act, each state that contracts with a managed care plan, including a Medicaid and/or CHIP MCO, PIHP, or PAHP, must ensure that an annual External

Health Services Advisory Group (HSAG) Contract Extension

LDH LEGISLATIVE FACT SHEET



Quality Review (EQR) is performed by a qualified External Quality Review Organization (EQRO) (42 CFR § 438.350 for Medicaid and § 457.1250 for CHIP).

- Medicaid and CHIP managed care programs must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other federal and state regulations governing patient privacy and disclosure. HSAG ensures that we remain in compliance with HIPAA.
- CMS provides an oversight role with a few specific federal responsibilities. Section 1932 of the Act prescribes the managed care enrollment process, beneficiary protections, and requirements governing information and communication, but establishes only two direct oversight and monitoring requirements:
 - (1) A state must develop, implement and update a managed care quality assessment and improvement strategy that includes access standards and procedures for monitoring and evaluating the quality and appropriateness of care and services, meets the standards set by CMS, and is subject to monitoring by CMS;
 - (2) A state must conduct an annual external independent review of the quality of and access to services under each managed care contract.

IMPACT:

- Failure to approve the contract extension would result in suspension of payments; rejection of Medicaid State Plan Amendments (SPAs); and reduction of federal funding (FFP). Not adhering to federal regulations set forth in 42 CFR § 438 Subpart E to conduct external quality reviews for each contracted Medicaid Managed Care Entity (MCE) greatly impacts range of sanctions on the State of Louisiana by CMS. The specific consequences that a state could face include:
 - **Suspension of payments:** CMS can suspend federal payments for new enrollees until the state corrects the non-compliance.
 - **Rejection of Medicaid State Plan Amendments (SPAs):** CMS may deny a state's Medicaid SPA if it does not include a study demonstrating that the modification complies with federal requirements. For instance, a payment rate change must be supported by a quality-of-care analysis to be approved by CMS.
 - **Reduction of federal funding:** If a state fails to meet the federal standards for its Medicaid managed care program, it risks having its federal financial participation (FFP) reduced or withheld. This is especially crucial under managed care regulations, which are predicated on the state's agreement to operate its program in accordance with CMS guidelines.

**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

**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 _____

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.

John Bel Edwards
GOVERNOR



Stephen R. Russo, JD
SECRETARY

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

August 22, 2023

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

Dear Ms. Rice:

The following contract(s) is/are being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes 39:1481 et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency – Bureau of Health Services Financing (BHSF)

Contractor – Health Services Advisory Group, Inc. (HSAG)

Amount – \$6,782,194.00 (FY23 \$677,915.00; FY24 \$2,102,577.67; FY25 \$2,329,564.00; FY26 \$1,672,137.33)

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call Deonne Bailey at (225) 342-5042.

Sincerely,

Deonne T. Bailey

Deonne Bailey
Medicaid Program Manager 1B

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LaGov # 2000773152

BHSF

Bureau of Health Services Financing (BHSF)

Agency # 305

Medical Vendor Administration (MVA)

AND

Health Services Advisory Group, Inc. (HSAG)

FOR

Personal Service Professional Service Consulting Services Social Services Governmental (State/Agency) Governmental (Local)
RFP NUMBER (if applicable) 3000017943 Emergency Sole Source

1) Contractor (Registered Legal Name) Health Services Advisory Group, Inc	5) Vendor Supplier # 310049989-01	5a) State LDR Account #(if applicable) 7638059-001
2) Street Address 3133 East Camelback Road Suite 140	6) Parish(es) Served Statewide <small>(List all that apply)</small>	
City Phoenix State AZ Zip Code 85016	7) License or Certification # N/A	
3) Telephone Number	8) Contractor Status	
4) Mailing Address (if different) "SAME"	Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City	Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
State	For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Zip Code	Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	8a) CFDA#(Federal Grant#)	

9) Brief Description Of Services To Be Provided:

The Contractor will serve as the External Quality Review Organization (EQRO) for the Louisiana Department of Health to perform independent external quality review (EQR) services that consist of mandatory and optional activities as outlined in the Code of Federal Regulations (CFR) Title 42 CFR § 438 Subpart E. The Contractor will provide analysis and evaluation of aggregated data and information on quality, accessibility, and timeliness of services provided by contracted Medicaid Managed Care Organizations (MCO), a Dental Prepaid Ambulatory Health Plan (PAHP), and a Behavioral Health Prepaid Inpatient Health Plan (PIHP) for eligible Medicaid enrollees.

10) Effective Date 03/01/2023

11) Termination Date 02/28/2026

12) Maximum Contract Amount \$ 6,782,194.00

13) Estimated Amounts by Fiscal Year FY23 \$677,915.00; FY24\$2,102,577.67; FY 25 \$2,329,564.00; FY26 \$1,672,137.33

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the LDH BHSF designee approves the invoice and deliverables. The Contractor shall submit invoices by the fifteenth (15th) of each month with the appropriate documentation including separation of administrative and professional activities for purposes of Federal Match Identification. The Contract Year Payment will be calculated according to the number of contracted managed care entities and the appropriate Unit Cost outlined in the Fee Schedule (please see Attachment B for Fee Schedule and Additional Terms of Payment). A retainage fee of ten percent (10%) shall be withheld from each approved invoice

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

14a) PAYMENT WILL BE MADE

ONLY UPON APPROVAL OF:

First Name Kolynda	Last Name Parker
Title Medicaid Deputy Director	Phone Number 225-342-7439

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

List all required Attachments

Attachment A Scope of Work
Attachment B Contract Budget, Fee Schedule and Additional terms of payment
Attachment C Diversity and Inclusion Statement

List all required Exhibits

Exhibit 1: Board Resolution/Signatory Authority Letter
Exhibit 2: Resumes
Exhibit 3: Licenses and Certificates

Types of Attachments and Exhibits

ATTACHMENTS

- Statement of work
- Fee Schedule/Budget
- Special Provisions
- Standard Provisions
- Diversity and Inclusion Statement
- OIG Addendum

EXHIBITS

- Board Resolution/Signature Authority
- Resume
- License

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

- 1. Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following, as applicable: Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. §4212); the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.); and Federal Executive Order 11246; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

- 2. Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and patient/client confidentiality. Information obtained under this Contract shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
- 3. Right to Audit:** The Louisiana Legislative Auditor, Office of the Governor, Division of Administration, and Department auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this Contract during the Contract and for a period of five (5) years following final payment. Contractor grants to the State of Louisiana, through the Office of the Louisiana Legislative Auditor, Louisiana Department of Health, and State Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or Department policy requiring an audit of Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the term of this contract, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797 and one (1) copy of the audit shall be sent to the originating office within the Department.

- 4. Record Retention:** Contractor agrees to retain all books, records, and other documents relevant to the Contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 75.361, whichever is longer.

Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit, or copy records at Contractor's site, without expense to the Department.

- 5. Record Ownership:** All records, reports, documents, and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
- 6. Nonassignability:** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this Contract may be assigned to a bank, trust company, or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
- 7. Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this Contract shall be Contractor's. Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
- 8. Insurance:** Contractor shall obtain and maintain during the term of this Contract all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- 9. Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The Contract contains a maximum compensation that shall be inclusive of all charges including fees and travel expenses.
- 10. Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 11. State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the term of the contract, Contractor must notify his/her appointing authority of any existing Contract with the State of Louisiana and notify the contracting office with the Department of any additional State employment. This is applicable only to contracts with individuals.

- 12. Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents, and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

13. Subcontracting: Contractor shall not enter into any subcontract for work or services contemplated under this Contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by Contractor of items and services that are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve Contractor of the responsibility for the performance of contractual obligations described herein.

14. Conflict of Interest: Contractor acknowledges that the Code of Governmental Ethics, La. R.S. 42:1101, et seq., applies to Contractor in the performance of services under this contract. Contractor warrants that no person and no entity providing services pursuant to this Contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of La. R.S. 42:1113. Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract.

15. Unauthorized Services: No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs that have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to offset and withhold said amounts from any amount due to Contractor under this Contract for costs that are allowable.

16. Fiscal Funding: This Contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds; and no liability or obligation for payment will develop between the parties until the Contract has been approved by required authorities of the Department; and, if Contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

17. State and Federal Funding Requirements: Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. Amendments: Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the Contract exceeds \$5,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. Non-Infringement: Contractor will warrant all materials, products, and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against the Department, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in the Department's name, but at Contractor's expense and shall indemnify and hold the Department harmless against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists, or other allied health providers solely for medical services.

20. Purchased Equipment: Any equipment purchased under this Contract remains the property of Contractor for the period this Contract and future continuing contracts for the provision of the same services. Contractor must submit a vendor invoice with the reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of one thousand dollars (\$1,000.00) or more. Contractor has the responsibility to submit to the Contract Monitor an inventory list of equipment items when acquired under the Contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of the contracted services, the equipment purchased under this Contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within thirty (30) days of termination of services.

21. Indemnity: Contractor agrees to protect, indemnify, and hold harmless the State of Louisiana and the Department from all claims for damages, costs, expenses, and attorney fees arising in Contract or tort from this Contract or from any acts or omissions of Contractor's agents, subcontractors, employees, officers, or clients, including, but not limited to, premises liability and any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which La. R.S. 40:1237.1, et seq. provides malpractice coverage to Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (La. R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by the Department.

- 22. Severability:** Any provision of this Contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in state or federal law, or applicable state or federal regulations.
- 23. Entire Agreement:** Contractor agrees that the current Contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of this contract.
- 24. E-Verify:** Contractor acknowledges and agrees to comply with the provision of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
- 25. Remedies for Default:** Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.
Other Remedies: If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, cost and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.
- 26. Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the Request for Proposals (RFP), if applicable; and this contract.
- 27. Contractor's Cooperation:** Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State, when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, Contractor shall not limit or impede the State's right to audit or shall not withhold State-owned documents.
- 28. Continuing Obligation:** Contractor has a continuing obligation to disclose to the Department any suspension or debarment by any government entity, including, but not limited to, the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- 29. Eligibility Status:** Contractor and each tier of subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving Federal funds or grants from the Federal Government. Contractor and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 376.
- 30. Act 211 Taxes Clause:** In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Louisiana Department of Revenue prior to the approval of this Contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that Contractor's tax payment compliance status may be verified. Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
- 31. Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the State to cure the defect.
- 32. Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 33. Confidentiality:** Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.
- 34. Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, any Contract for \$100,000 or more and for any contractor with five (5) or more employees, Contractor, and any subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the contract.
- 35. Cybersecurity Training:** In accordance with La. R.S. 42: 1267 (B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

- 36. Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
- 37. Countersignature:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 38. No Employment Relationship:** Nothing in this Contract shall be construed to create an employment or agency relationship, partnership, or joint venture between the employees, agents, or subcontractors of Contractor and the State of Louisiana.
- 39. Venue:** Venue for any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- 40. Commissioner's Statements:** Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this contract, Contractor, and/or any subcontractor of Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
- 41. Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in a Contract which resulted from an RFP, this signed Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*
- 42. Contractor must comply with the Office of Technology Services (OTS) Information Security Policy, <https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.**
- a. Contractor must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.
 - b. Contractor must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the Contract and at the end of the contract, for all equipment which house confidential/restricted data provided by the State.
 - c. Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
 - d. If Contractor will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0. The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements:
 - Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a "remote user" is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data.
 - Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.
- 43. HIPAA Business Associate Provisions**
- If Contractor is a Business Associate of the Department, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of the Department; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the Department 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.
 - 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 the 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 the Department.
 - 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 this document. 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 the Department, 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 the Department, in which case Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.
- g. To the extent that Contractor is to carry out one or more of the Department's obligations under 45 CFR Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).
- h. Contractor shall make available such information in its possession which is required for the Department 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 the Department 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 the Department upon request in accordance with 45 CFR §164.524.
- j. Contractor shall make PHI available to the Department 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 the Department available to the Secretary of the DHHS for purposes of determining the Department's compliance with the HIPAA Rules.
- l. Contractor shall indemnify and hold the Department 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 the contract.
- m. The parties agree that the legal relationship between the Department 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 the Department and Contractor.
- n. Notwithstanding any other provision of the contract, the Department shall have the right to terminate the Contract immediately if the Department determines that Contractor has violated any provision of the HIPAA Rules or any material term of this contract.
- o. At the termination of the contract, or upon request of the Department, whichever occurs first, Contractor shall return or destroy (at the option of the Department) 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 the Contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

CONTRACTOR

STATE OF LOUISIANA, LOUISIANA
DEPARTMENT OF HEALTH

DocuSigned by:
Mary Ellen Dalton 8/24/2023
338F7ABF393C405...
SIGNATURE DATE

Mary Ellen Dalton PHD,MBA, RN
NAME

President and Chief Executive Officer
TITLE

SIGNATURE DATE

NAME

Secretary, Louisiana Department of Health or Designee
TITLE

Bureau of Health Services Financing (BHSF)

SIGNATURE DATE

NAME

TITLE

DocuSigned by:
Tara A. LeBlanc 8/25/2023
338F7ABF393C405...
SIGNATURE DATE

Tara A. LeBlanc
NAME

Medicaid Director
TITLE



Bureau of Health Services Financing

Scope of Work

For

External Quality Review Organization (EQRO)

Health Services Advisory Group, Inc. (HSAG)

RFP #: 3000017943

PO# 2000773152

GLOSSARY AND ACRONYMS

Glossary

Abuse	Practices that are inconsistent with sound fiscal, business, or medical practices, and result in unnecessary cost to the Medicaid program, or in payment for services that are not medically necessary, or that fail to meet professionally recognized standards for health care.
Addendum	A modification issued by LDH to modify the original solicitation document.
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any Contract resulting from this solicitation.
Agent	An entity or individual that Contracts with LDH or the EQRO to perform administrative functions, including but not limited to, fiscal intermediary activities, outreach, eligibility, and enrollment activities, systems and technical support, etc.
Breach	The acquisition, access, use, or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security, or privacy of the protected health information.
Bureau of Health Services Financing (BHSF)	The Agency within the Louisiana Department of Health, Office of Management and Finance, that has been designated as Louisiana’s single State Medicaid agency to administer the Medicaid and CHIP programs.
Business Day	Traditional workdays, including Monday, Tuesday, Wednesday, Thursday and Friday. State holidays are excluded and traditional work hours are 8:00 a.m. – 5:00 p.m., unless the context clearly indicates otherwise.
CAHPS	The Consumer Assessment of Healthcare Providers and Systems is a standardized survey of enrollees’ experiences with ambulatory and facility-level care established by the Agency for Healthcare Research and Quality (AHRQ).
Calendar Day	Each of the seven (7) days of the week. Unless otherwise specified, the term “days” in the Contract refers to calendar days/day.
Can	Denotes a preference but not a requirement.
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the State Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CFR	Code of Federal Regulations.
CHIP	Children’s Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.

Claim	A claim is either: (1) A bill for services, (2) a line item of service, or (3) all services for one enrollee within a bill.
Contract	Written and signed agreement between LDH and the Contractor, which will include, by reference, the RFP, any and all addenda, appendices, attachments, or amendments thereto, and the terms of the Contractor's Proposal.
Contract Execution	When all parties to the Contract have executed the Contract thereby putting its terms and conditions into effect.
Contract Term	The period during which the Contract is in effect.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Coordinated System of Care (CSoC)	A program designed to help children and youth, from ages 5 through 20, who have significant emotional and/or behavioral health challenges and are in, or at risk of out-of-home placement. It offers services and supports that help these youth return to or remain at home while they are being helped. This name also refers to Louisiana's Contracting Prepaid Inpatient Health Plan (PIHP).
Corrective Action Plan (CAP)	A plan developed by the Contractor that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency. The CAP outlines all steps/actions and timeframes necessary to address and resolve the deficiency. Use of the CAP will be at the discretion of LDH.
Covered Services	Those health care services to which an eligible Medicaid Beneficiary is entitled under the Louisiana Medicaid State Plan.
Deliverable	Anything submitted to LDH by the Contractor to fulfill requirements of the Contract, which include, but is not limited to the following, a document, manual, file, plan, or report.
Department	The Louisiana Department of Health also referred to as LDH throughout this RFP. The State Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana.
Disclosure	The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
Eligible	An individual determined eligible for assistance in accordance with the Medicaid State Plan(s) under Title XIX (Medicaid) or Title XXI (CHIP) of the Social Security Act.
Encounter Data	Healthcare encounter data include: (i) all data captured during the course of a single healthcare encounter that specify the diagnoses, co-morbidities, procedures (therapeutic, rehabilitative, maintenance, or palliative), pharmaceuticals, medical devices and equipment associated with the enrollee receiving services during the encounter; (ii) the identification of the enrollee receiving and the provider(s) delivering the healthcare services during the single encounter; and, (iii) a unique, i.e. unduplicated, identifier for the single encounter.

Enrollment Broker	The State's contracted or designated agent that performs functions related to choice counseling, enrollment and disenrollment of potential enrollees and enrollees into an MCO.
Evidence-Based Practice	Clinical interventions that have demonstrated positive outcomes based on evidence produced from several research studies designed to assist consumers in achieving their desired goals of health and wellness.
External Quality Review (EQR)	The analysis and evaluation by a Contractor, of aggregated information on quality, timeliness, and access to the health care services that an MCO or PIHP, or their providers furnish to Medicaid beneficiaries.
External Quality Review Organization (EQRO)	An organization that meets the competence and independence requirements set forth in 42 CFR § 438.354, and performs external quality review and other EQR-related activities as set forth in 42 CFR § 438.358, or both.
Fiscal Intermediary (FI)	Designee or agent responsible in the current FI delivery model for an array of support services including MMIS development and support, claims processing, pharmacy support services, provider support services, financial and accounting systems, prior authorization and utilization management, fraud and abuse systems, and decision support.
Fiscal Year (FY):	The budget year - Federal Fiscal Year: October 1 through September 30; State fiscal year: July 1 through June 30.
Fraud	As relates to Medicaid Program Integrity, fraud is an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him or some other person. It includes any act that constitutes fraud under applicable federal or State law. Fraud may include deliberate misrepresentation of need or eligibility; providing false information concerning costs or conditions to obtain payment or certification; or claiming payment for services which were never delivered or received.
Full Time	Forty (40) hours per week.
Quality Measure Steward	The measure steward is responsible for making necessary updates to the measure, and for informing the validating entity about any changes made to the measure on an annual basis. In addition, the measure steward is responsible for providing the required measure information during the measure maintenance process.
Health Information	Any information, including genetic information, whether oral or recorded in any form or medium, that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care.
Health Plan	An individual or group plan that provides, or pays the cost of, medical care.
HIPAA Privacy Rule	Health Insurance Portability and Accountability Act (HIPAA) federal standards for the privacy of individually identifiable health information, found at 45 CFR Part 164, Subpart E.

HIPAA Security Rule	Health Insurance Portability and Accountability Act (HIPAA) federal standards for the security of individually identifiable health information, found at 45 CFR Part 164, Subpart C.
Immediately	Without delay, but not more than twenty-four (24) hours.
Information Systems (IS)	A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.
Liquidated Damages	Damages that may be assessed whenever the Contractor or its Subcontractors fail to achieve certain performance standards and other required items as detailed in the terms and conditions of the Contract.
Louisiana Children's Health Insurance Program (LaCHIP)	Louisiana's name for the Children's Health Insurance Plan created by Title XXI of the Social Security Act in 1997. Provides health care coverage for uninsured children up to age 19 through a Medicaid expansion program for children at or below 200% FPL and a separate State CHIP program for the unborn prenatal option and for children with income from 200% up to and including 250% FPL.
Louisiana Department of Health (LDH)	The State Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens in the State of Louisiana.
Louisiana Medicaid State Plan	The binding written agreement between Louisiana's Department of Health and CMS that describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Managed Care Entity (MCE)	Denotes either a managed care organization, prepaid inpatient health plan, prepaid ambulatory health plan, or primary care case management that has, or is seeking to qualify for, a comprehensive risk Contract that meets the requirements of 42 CFR § 438.2.
Managed Care Organization (MCO)	An entity that has, or is seeking to qualify for, a comprehensive risk Contract that meets the requirements of 42 CFR §438.2.
Managed Care Program	Louisiana Medicaid program providing Medicaid covered services to enrollees through select MCOs with the goal of effectively utilizing resources to promote the health and well-being of Louisianans in LDH's Medicaid Managed Care Program.
May / Can	The terms "may" and "can" denote an advisory or permissible action(s).
Measurable	Applies to a Contractor objective and means the ability to determine definitively whether or not the objective has been met, or whether progress has been made toward a positive outcome.
Measurement Year	The timeframe during which health care services are provided. For example, for most HEDIS® measures, the previous calendar year is the standard measurement year. The health care quality measure steward defines the measurement year (or period) in the technical specifications for each measure.

Medicaid	A means tested federal-state entitlement program enacted in 1965 by Title XIX of the Social Security Act Amendment. Medicaid offers federal matching funds to states for costs incurred in paying healthcare providers for serving covered individuals.
Medicaid Beneficiary	An individual who has been determined eligible, pursuant to federal and State law, to receive medical care, goods, or services for which LDH may make payments under the Medicaid or LaCHIP programs.
Medicaid Managed Care Plan	Denotes either a managed care organization, prepaid inpatient health plan, prepaid ambulatory health plan, or primary care case management as defined in this Glossary.
Medicaid Recipient	An individual who has been determined eligible, pursuant to federal and State law, to receive medical care, goods or services for which LDH may make payments under the Medicaid or CHIP Program, who may or may not be currently enrolled in the Medicaid or CHIP Program, and on whose behalf payment is made.
Medical Record	A single complete record kept at the site of the enrollee's treatment(s), which documents medical or allied goods and services, including, but not limited to, outpatient and emergency medical health care services whether provided by the MCO, its Subcontractor, or any out-of-network providers. The records may be electronic, paper, magnetic material, film or other media. In order to qualify as a basis for reimbursement, the records must be dated, legible, and signed or otherwise attested to, as appropriate to the media, and meet the requirements of 42 CFR § 456.111 and § 456.211.
Member	A Medicaid enrollee.
Monetary Penalty	Financial assessment that may be enforced whenever a Contractor and/or its Subcontractors fail to meet the requirements of this Contract.
Must	The term "must" denotes a requirement(s).
Network	As utilized in the RFP, "network" may be defined as a group of participating providers linked through provider agreements or Contracts with the MCEs to supply a range of medical services. Also called a provider network.
Network Adequacy	A network of providers for the managed care entities that is sufficient in numbers and types of providers and facilities to ensure that all services are accessible to enrollees without unreasonable delay. Adequacy is determined by a number of factors, including but not limited to, provider patient ratios; geographic accessibility and travel distance; waiting times (defined as time spent both in the lobby and in the examination room prior to being seen by a provider) for appointments and hours of provider operations.
Original Signature	Denotes that a document must be signed in ink.
Performance Improvement Projects (PIP)	Projects designed to achieve, through ongoing measurements and interventions, significant improvement, sustained over time, in clinical care, and nonclinical care areas that have a favorable effect on health outcomes and enrollee satisfaction.

Performance Measures	Criteria that quantify healthcare processes, outcomes, patient perceptions, and organizational structure and/or systems that are associated with the ability to provide high-quality health care and/or that relate to one or more quality goals for health care.
Plan	An individual or group that provides, or pays the cost of, medical care.
Policies	The general principles, which guide decisions and outcomes; high-level overall plans embracing general goals and acceptable procedure. As used herein in reference to LDH, policies are the general principles by which LDH is guided in its management of the Title XIX program.
Prepaid Ambulatory Health Plan (PAHP)	An entity Contracting with the State that meets the requirements contained in 42 CFR § 438.2.
Prepaid Inpatient Health Plan (PIHP)	An entity Contracting with the State that meets the requirements contained in 42 CFR § 438.2.
Proposer	A firm or individual who responds to this RFP.
Protected Health Information (PHI)	Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
Provider	Any Medicaid service provider contracted with a Health Plan and/or enrolled in the Medicaid Program.
Provider Directory	A listing of health care service providers within the Contractor's provider network that is prepared by the MCO as a reference tool to assist enrollees in locating providers that are available to provide services.
Quality	The degree to which an MCO or PIHP increases the likelihood of desired health outcomes of its enrollees through its structural and operational characteristics and through the provision of health services that are consistent with current professional knowledge.
Quality Companion Guide	Written instructional document for performance improvement projects, performance measure specifications and validation processes.
Quality Strategy	Establishes a planned, systematic, organization wide approach to ongoing Quality Improvement processes to continually improve and monitor Medicaid/Children's Health Insurance Program (CHIP) care and services.
Readiness Review	Assessment prior to implementation of the MCE's ability to fulfill the RFP requirements. Such review may include, but is not be limited to, the review of proper licensure, operational protocols, review of MCE standards, and review of systems. The review may be done as a desk review, on-site review, or combination of both and may include interviews with pertinent personnel so that LDH can make an informed assessment of the MCE's ability and readiness to render services.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
Relationship	Relationship is described as follows for the purposes of any business affiliations discussed in Section 5: A director, officer, or partner of the Contractor; a person with beneficial ownership of five percent or more of the Contractor's equity; or a person with an employment, consulting, or

	other arrangement (e.g., providers) with the Contractor's obligations under its Contract with the State.
Reliability	The internal consistency of a study instrument, and the reproducibility of study results when the survey or intervention is administered under different conditions (e.g., by different people, or at different times).
Representative	Any person who has been delegated the authority to obligate or act on behalf of another. Also known as the authorized representative or AR.
Request for Proposals (RFP)	As it relates to the EQRO, the process by which LDH invites proposals from interested parties for the procurement of specified services.
Sample	A subset selected from a population.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Shall / Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
Significant	As utilized in this RFP, except where specifically defined, shall mean important in effect or meaning.
Social Security Act	The current version of the Social Security Act of 1935 (42 U.S.C. §301 et seq.), which encompasses the Medicaid Program (Title XIX) and CHIP Program (Title XXI).
Solvency	The minimum standard of financial health for a Contractor where assets exceed liabilities and timely payment requirements can be met.
Standard	A reference point, generally the ideal, against which other things can be evaluated; the model of authority or excellence.
State	The term "State" shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
State Plan	Refers to the Louisiana Medicaid State Plan.
Stratification	The process of partitioning data into distinct or non-overlapping groups.
Subcontractor	A person, agency, or organization with which the Contractor has subcontracted or delegated some of its management functions or other Contractual responsibilities to comply with the terms and provisions of the Contract.
Subsidiary	An affiliate controlled by such person or entity directly or indirectly through one or more intermediaries.
Timely	Existing or taking place within the designated period; within the time required by statute or rules and regulations, Contract terms, or policy requirements.
Title XIX	Title of the Social Security Act of 1935, as amended, that encompasses and governs the Medicaid Program.
Title XXI	Title of the Social Security Act of 1935, as amended, that encompasses and governs the Children's Health Insurance Program (CHIP).
Transition Phase	Includes all activities the EQRO is required to perform between the date the Contract is signed by all parties and the operational start date as defined in this RFP.
Transition Plan	Written plan developed by the Contractor, approved by LDH, to be employed during the Transition Phase, which includes all activities the

	Contractor is required to perform in conjunction with the end of the Contract.
Using Agency	The term "Using Agency" shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Utilization	The rate patterns of service usage or types of service occurring within a specified period.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias, and in accord with standards for data collection and analysis.
Variable	A characteristic or condition that changes or has different values for different individuals.
Week	The seven-day week, Monday through Sunday.
Will	Denotes a requirement.

Acronyms

BAFO	Best and Final Offers
BHSF	Bureau of Health Services Financing
CFR	Code of Federal Regulations
CAHPS	Consumer Assessment of Healthcare Providers and Systems
CAHPS-A	Consumer Assessment of Healthcare Providers and Systems-Health Plan Survey 5.0H, Adult
CAHPS-C	Consumer Assessment of Healthcare Providers and Systems-Health Plan Survey 5.0H, Child
CAP	Corrective Action Plan
CAQH	Council for Affordable Quality Healthcare
CCC	Children with Chronic Conditions
CFR	Code of Federal Regulations
CHIP	Children's Health Insurance Program
CHIPRA	Children's Health Insurance Program Reauthorization Act of 2009
CMS	Centers for Medicare and Medicaid Services
CSoC	Coordinated System of Care
CY	Calendar Year
DOA	Division of Administration
EFT	Electronic Funds Transfer
EQR	External Quality Review
EQRO	External Quality Review Organization
FPL	Federal Poverty Level
FTP	File Transfer Protocol
HEDIS	Healthcare Effectiveness Data and Information Set
HHS	United States Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
IDSS	Interactive Data Submission System
IS	Information Systems

JLCB	Joint Legislative Committee on the Budget
LaCHIP	Louisiana Children's Health Insurance Program
LDH	Louisiana Department of Health
LDR	Louisiana Department of Revenue
MARS-E	Minimum Acceptable Risk Standards for Exchanges
MCE	Managed Care Entity
MCO	Managed Care Organization
MMIS	Medicaid Managed Information System
NCQA	National Committee for Quality Assurance
NON-CCC	Children with non-chronic conditions
NR	Not Reported
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health
OCDD	Office for Citizens with Developmental Disabilities
OMF	Office of Management and Finance
OPH	Office of Public Health
OS	Office of the Secretary
OSP	Office of State Procurement
OTS	Office of Technology Services
PAHP	Prepaid Ambulatory Health Plan
PDSA	Plan Do Study Act
PHI	Protected Health Information
PIHP	Prepaid Inpatient Health Plan
PII	Personally Identifiable Information
PIP	Performance Improvement Project
PM	Performance Measure
QRS	Quality Rating System
RFP	Request for Proposals
SFTP	Secure File Transfer Protocol
SFY	State Fiscal Year
TA	Technical Assistance
USC	United States Code
VPN	Virtual Private Network

PART 6: SCOPE OF WORK

6.1 Scope of Work

The Contractor will be required to perform the EQR activities as outlined in 42 CFR § 438.358 and § 438.360 for the Louisiana Medicaid managed care delivery system. Specifically, the Contractor will be required to: 1) develop evaluation methodologies for the EQR activities; 2) perform data collection and analysis; 3) prepare reports presenting evaluation findings and recommendations; and 4) provide technical assistance to LDH and its contracted MCEs. Contractor will need to complete the deliverables in accordance with the frequencies and expectations specified in this RFP for the State to comply with federal requirements and to assure adequate oversight of Louisiana's Medicaid managed care delivery system.

The Contractor will be responsible for the deliverables as described in Section 6.2, including all preparatory and intervening steps, whether or not LDH has explicitly specified or delineated them within the RFP.

The services to be provided under the resulting Contract include multiple tasks and deliverables that are consistent with applicable federal EQR regulations and protocols for managed care entities such as MCOs, PIHPs and PAHPs. The specifications for deliverables required under the RFP may evolve from year to year in response to program changes. Such modifications would be implemented through an allowable Contract amendment which requires approval by the Office of State Procurement.

The Contractor shall have assigned staff who are, or have a subcontract with a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA) certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor.

The Contractor shall have the designation as, or subcontract with a qualified organization that is designated as, an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Vendor.

6.1.1 The Contractor shall have the following at a minimum:

6.1.1.1 Staff with demonstrated experience, knowledge and/or skills of:

- a. Serving Medicaid beneficiaries, handling Medicaid policies, data systems and processes;
- b. Managed care delivery systems, organizations, and financing;
- c. Quality assessment and improvement methods;
- d. Research design and methodology, including statistical analysis; and
- e. Practical or clinical health care experience.

6.1.1.2 Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.

6.1.1.3 Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any Subcontractors.

6.1.1.4 The Contractor and its Subcontractors must be independent from the State Medicaid agency and from the MCOs, PIHPs, or PAHPs entities (described in 42 CFR § 438.310(c)(2)) that they review. To qualify as "independent":

6.1.1.4.1 If a State agency, department, university, or other State entity:

- a. May not have Medicaid purchasing or managed care licensing authority; and

- b. Must be governed by a Board or similar body whose majority of members are not government employees.

6.1.1.4.2 The Contractor **MAY NOT**:

- 6.1.1.4.2.1** Review any managed care entity, or a competitor operating in the State, over which the Contractor exerts control or which exerts control over the Contractor (as used in this paragraph, "control" has the meaning given the term in 48 CFR 19.101) through:
 - a. Stock ownership;
 - b. Stock options and convertible debentures;
 - c. Voting trusts;
 - d. Common management, including interlocking management; and
 - e. Contractual relationships.
- 6.1.1.4.2.2** Deliver any health care services to Medicaid beneficiaries;
- 6.1.1.4.2.3** Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, or PAHP services, except for the related activities specified in 42 CFR § 438.358;
- 6.1.1.4.2.4** Review any MCO, PIHP, or PAHP entity for which it is conducting or has conducted an accreditation review within the previous three (3) years; or
- 6.1.1.4.2.5** Have a present, or known future, direct, or indirect financial relationship with an MCO, PIHP, or PAHP entity that it will review as a Contractor.

6.2 Deliverables and Performance Standards

The Contractor must perform the external quality review activities as outlined in 42 CFR § 438.358 and 438.360 for the Louisiana Medicaid managed care delivery system.

The federal Centers for Medicare and Medicaid Services (CMS) issued protocols for Contractors to use as guidance when undertaking the mandatory and optional tasks for external quality reviews. Included are protocols for validating performance measures, calculating performance measures, validating performance improvement projects, administering consumer or provider surveys of quality of care, validating consumer and provider surveys, and validating encounter data. The Contractor shall comply with federal rules and CMS protocols.

The Contractor shall produce a monthly activity/status report of all deliverables and services completed for the prior month as well as planned activities for the next month. The report shall include the deliverable, activity performed, status, date completed or timeline to completion and any anticipated project risks or issues. The report shall be submitted to LDH no later than the fifteenth (15th) of each month.

The Contractor shall participate in monthly meetings to review the monthly activity report.

The Contractor shall participate in meetings as needed to address any issues with the deliverables of this Contract.

6.2.1 Performance Evaluation and Improvement

6.2.1.1 HEDIS Performance Measure (PM) Validation

LDH currently uses MCE self-reported, audited HEDIS performance measures as a component of the Quality Strategy to evaluate MCE performance, monitor MCE compliance with LDH's performance standards, meet federal requirements for the mandatory activity of validation of performance measures as specified in 42 CFR § 438.358, and complete a comparative review of quality process and outcome measures based on HEDIS. MCEs employ their own certified HEDIS auditor to complete the data collection and submission of the measures to NCQA and as required in the Medicaid Managed Care Program and Medicaid Managed Care Provider Agreements. The measures must have received a "report" designation from the HEDIS-certified auditor and must be specific to the Medicaid population under evaluation and as specified in the Provider Agreement.

The Contractor must complete the following tasks:

- 6.2.1.1.1 Review the health plans' final audit reports to identify any potential data collection or reporting issues that may impact the final audited rates;
- 6.2.1.1.2 Evaluate the reason any self-reported measures received an audit designation of "Not Reported" (NR);
- 6.2.1.1.3 Based on the review of the final audit reports and any NR designations for reported measures, provide a report summarizing the final audit reports to include documentation of any findings that impact LDH's evaluation of managed care delivery system performance, determination of the managed care delivery system's compliance with minimum performance standards, evaluation of performance related to the award of performance incentives, and recommendations to LDH related to potential corrective actions or quality improvement;
- 6.2.1.1.4 Develop, maintain, and update LDH's specifications documents for health plans' self-reported, audited results;
- 6.2.1.1.5 Validate that the HEDIS measures reported by the health plans are consistent with the protocols established by CMS for performance measure validation; and use the results for evaluation of the Louisiana Medicaid Program; and
- 6.2.1.1.6 Maintain a data repository for the health plans' National Committee for Quality Assurance (NCQA) Interactive Data Submission System (IDSS) self-reported, audited HEDIS results and final audit reports, facilitating access to the files for LDH and provide an industry-standard data exchange mechanism (e.g., secure file transfer protocol (FTP)).

Frequency: Annually

Deliverable tied to payment: The Contractor must:

1. Produce one (1) final audit review summary report annually for the Louisiana Medicaid Managed Care Program. The report must contain MCE-specific findings.

2. Produce one (1) specifications document annually for the Louisiana Medicaid Managed Care Program delivery system that describes methods for the submission of the MCE self-reported, HEDIS audited data to LDH.

Payment: Each report and specification document shall be compensated at a fixed price.

6.2.1.2 HEDIS Performance Measure Calculation and Reporting

- 6.2.1.2.1** The Contractor must produce reports using the MCEs' self-reported, audited HEDIS data that include MCE-specific and Statewide results, and national benchmarks, per program, and MCE compliance with performance standards per LDH's specifications and timelines. Report formats will be developed in consultation with, and approved by, LDH.

Frequency: Annually

Deliverable tied to payment: The Contractor will be responsible for producing one (1) report annually for the Louisiana Medicaid Managed Care Program that contains MCE-specific and Statewide results.

Payment: Each report shall be compensated at a fixed price.

6.2.1.3 Technical Assistance for Health Plan Performance Measures (HEDIS, CAHPS, non- HEDIS and LDH-specific measures)

- 6.2.1.3.1** The Contractor will assist LDH, as needed, in establishing performance measures and standards for the Louisiana Medicaid Managed Care Program and by making research-driven recommendations based on industry standards and best practices of other states, CMS, and national organizations. The following tasks pertain to the current Louisiana Medicaid Managed Care Program.

- 6.2.1.3.2** The Contractor shall assist LDH in the identification and selection of performance measures and/or measurement sets that are used to monitor the compliance of health plans with minimum performance standards and/or to award performance incentives to plans that meet LDH specified criteria. LDH has used criteria such as the following when selecting measures:

- 6.2.1.3.2.1** Are clinically appropriate for the specific population(s) being monitored;
- 6.2.1.3.2.2** Align with and support the goals of LDH's Quality Strategy;
- 6.2.1.3.2.3** Produce meaningful and robust results for Louisiana's key areas of focus;
- 6.2.1.3.2.4** Integrate new measures as industry measurement sets evolve (e.g., CHIPRA, Adult Medicaid Core Set, etc.);
- 6.2.1.3.2.5** Ensure reliability, availability, standardization, and accuracy of data sources (e.g. claims, vital statistics, etc.) required for calculation of measures; and

- 6.2.1.3.2.6** May be trended over time to measure changes in performance, comparisons to other Louisiana Medicaid plans, and comparisons with national benchmarks.
- 6.2.1.3.3** The Contractor shall recommend and/or evaluate methodologies for establishing minimum performance standards used to monitor plan compliance and set performance incentive levels used to award performance incentives to health plans using criteria specified by LDH. LDH has used criteria such as the following when selecting minimum performance standards:
 - 6.2.1.3.3.1** Are based on research and knowledge of other states', organizations', and CMS' approaches to setting performance expectations for providers and MCEs;
 - 6.2.1.3.3.2** Use national benchmarks and/or other industry-based standards when available and appropriate;
 - 6.2.1.3.3.3** Drive performance improvement for Louisiana's Medicaid Managed Care Program;
 - 6.2.1.3.3.4** May be adjusted if there are changes in methodologies after the performance expectations are set; and
 - 6.2.1.3.3.5** Use statistical analyses, or other sound methodology for setting standards, when national benchmarks are not available.
- 6.2.1.3.4** The Contractor shall identify and inform LDH of updates in HEDIS, CAHPS, and nationally recognized non-HEDIS measure methodology within seven (7) calendar days of the release of published updates;
- 6.2.1.3.5** The Contractor shall quantify the potential impact on HEDIS results from methodology changes to specific HEDIS measures using sound analytical techniques, in accordance with LDH's timeline;
- 6.2.1.3.6** The Contractor shall recommend a methodology for adjusting performance standards if a measure's methodology changes after LDH performance standards are set;
- 6.2.1.3.7** The Contractor shall perform ad hoc analyses related to questions raised by LDH and/or health plans regarding performance measure result calculations;
- 6.2.1.3.8** The Contractor shall act as a liaison between LDH and NCQA and/or CMS with respect to specific questions on HEDIS or CAHPS measures and methodologies;
- 6.2.1.3.9** The Contractor shall ensure data collaboration, consistency, and coordination calculating HEDIS and CAHPS performance measure results with CMS for the duration of the Louisiana Medicaid Managed Care Program; and
- 6.2.1.3.10** For the CSoc PIHP, the Contractor will validate select performance measures in accordance with CMS EQR Protocol 2, Validation of Performance Measures, which may include non-HEDIS performance metrics.
- 6.2.1.3.11** The Contractor shall provide technical assistance to managed care entities and LDH, as needed, related to HEDIS and health plan self-reported data issues and their resolution.

Frequency: As needed by LDH.

Deliverable tied to payment:

1. For every LDH technical assistance request, the Contractor will be responsible for providing a written summary for the Louisiana Medicaid managed care program that summarizes results and other information as requested by LDH.
2. Produce one (1) final audit review summary report annually for the CSoC Program. The report must contain MCE-specific findings.

Payment:

1. The Contractor shall be compensated at an hourly rate for activities related to technical assistance deliverable(s).
2. The Contractor shall be compensated at a fixed price for the CSoC report.

6.2.2 Consumer Surveys: Consumer Assessment of Healthcare Providers & Systems (CAHPS-A and CAHPS-C)

Louisiana Medicaid uses CAHPS surveys to monitor the performance of the Louisiana Medicaid Managed Care Program and to evaluate MCO compliance with program requirements. Louisiana Medicaid requires MCOs to administer annual adult and child CAHPS surveys to their Louisiana Medicaid membership and to submit their survey data to LDH, NCQA, and the Contractor.

The Contractor will be required to receive, validate, and analyze each MCO's CAHPS survey data and produce reports of survey findings for the State.

6.2.2.1 Data Receipt and Validation

Louisiana's managed care organizations are required to administer the NCQA HEDIS CAHPS Adult Medicaid Health Plan Survey and the NCQA HEDIS CAHPS Child Medicaid Health Plan Survey (with the chronic conditions measurement set) and to submit the items listed below to LDH on an annual basis. The plans are required to submit to the State member-level data according to CAHPS Submission Member-Level Data File Layout specifications. The documents submitted to the Contractor on behalf of LDH are:

- 6.2.2.1.1** NCQA Summary-Level Reports (three (3) pdf files)
- 6.2.2.1.2** NCQA CAHPS Member-Level Data File Layout
- 6.2.2.1.3** CAHPS Survey Instruments
- 6.2.2.1.4** Adult and Child raw data files from each managed care plan
- 6.2.2.1.5** Letter of validation from Contractor
- 6.2.2.1.6** Survey Supplier(s) Contact Information

The Contractor must perform the following requirements:

1. Establish and maintain a secure file transfer protocol (SFTP) site to allow for receipt of data;
2. Receive, maintain, and process the data;
3. Validate the data in accordance with the most current HEDIS Specifications for Survey Measures; NCQA's Quality Assurance Plan for HEDIS Survey Measures; NCQA data file layouts; and NCQA Summary Reports (for LDH's Contracting plans); and
4. Inform LDH that all required data files were received and confirmed with all data submission specifications.

6.2.2.2 Data Analysis

The Contractor must perform the following general requirements:

- 6.2.2.2.1** Analyze data using Medicaid CAHPS Health Plan Survey data files imported from LDH's contracted MCOs;
- 6.2.2.2.2** Analyze data in accordance with the most current HEDIS Specifications for Survey Measures, NCQA's Quality Assurance Plan for HEDIS Survey Measures, and the NCQA Summary-Level Reports (from LDH's contracted MCOs); and
- 6.2.2.2.3** Analyze adult and general child member (general population and chronic conditions) data at the Statewide level for each managed care plan.

The Contractor must perform the following specific analyses if not provided by the contracted managed care organizations:

- 6.2.2.2.3.1** Calculate response rates;
- 6.2.2.2.3.2** Prepare adult, general child, children with chronic conditions (CCC), and children without chronic conditions demographic (non-CCC) profiles;
- 6.2.2.2.3.3** Prepare general child, CCC, and non-CCC respondent profiles;
- 6.2.2.2.3.4** Prepare a profile of members classified as children with chronic conditions (i.e., responses to the CCC screener questions);
- 6.2.2.2.3.5** Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCO and Louisiana Medicaid Managed Care Program levels, with respect to member age, gender, race, and ethnicity;
- 6.2.2.2.3.6** Conduct a comparative analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between MCO level and Louisiana Medicaid Managed Care Program level scores;
- 6.2.2.2.3.7** Conduct a trending analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically

significant differences between current and prior years' scores for each managed care plan and the Louisiana Medicaid Managed Care Program;

- 6.2.2.2.3.8** Produce star ratings tables for adult and general child members that compare MCO and Louisiana Medicaid Managed Care Program three point means for the core measures (i.e., global ratings and composite measures) to national Medicaid benchmarks provided in NCQA CAHPS Benchmarks and Thresholds for Accreditation;
- 6.2.2.2.3.9** Conduct a key drivers analysis for approximately three (3) of the CAHPS core measures (to be determined) which includes a review of MCOs and Louisiana Medicaid Managed Care Program performance on the key drivers to identify strengths and weaknesses and present findings using an analytic diagram or model (e.g., a priority matrix, opportunity);
- 6.2.2.2.3.10** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the adult and general child populations, as specified by LDH;
- 6.2.2.2.3.11** Conduct a comparative analysis of CCC and non-CCC three point means, and test for statistically significant differences between CCC and non-CCC level scores;
- 6.2.2.2.3.12** Conduct a trending analysis of CCC and non-CCC three point means, and test for statistically significant differences between current and prior year's scores for each population; and
- 6.2.2.2.3.13** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the CCC population only, as specified by LDH.

Frequency: Annually

Deliverable tied to payment: The Contractor must produce the following reports each Contract year, for a total of four (4) reports.

1. One (1) Dashboard Report (this is a static report, approximately five (5) pages in length, that contains initial summary findings for the core measures, in graphical displays), submitted to LDH at the commencement of data analysis);
2. One (1) Executive Summary Report;
3. One (1) Full Report (to include an introduction, survey methodology, findings, conclusions and recommendations); and
4. One (1) Survey Methodology Report.

The Contractor will work with LDH to further define analytical and reporting expectations (e.g., report outlines, data analysis plans).

Payment: Each report shall be compensated at a fixed price.

6.2.3 MCE Quality Rating System (QRS)

Pending final guidance from CMS, the Contractor will assist LDH with adopting a Medicaid managed care Quality Rating System (QRS) developed by CMS to evaluate and apply a rating to measure the quality of care provided by Louisiana Medicaid MCEs. LDH will utilize the CMS framework, methodology and identified performance measures in accordance with 42 CFR § 438.334 that align with the summary indicators of the qualified health plan QRS developed per 45 CFR § 156.1120. LDH reserves the right to add additional performance measures to the QRS to ensure alignment with the Louisiana quality strategy.

Following the issuance of final CMS guidance, technical specifications and protocols, and at the request of LDH, the Contractor will:

- 6.2.3.1 Establish a work plan for producing the Louisiana Medicaid Quality Rating System, considering applicable national requirements from CMS including compliance with new CMS guidelines and innovative approaches used by other State Medicaid programs and/or the health care industry;
- 6.2.3.3 Support as necessary any data collection from MCEs and data submission to CMS as required for specified QRS performance measures;
- 6.2.3.4 Produce any associated reference materials (e.g., score calculation and data source documentation), as specified and approved by LDH, on an annual basis;
- 6.2.3.5 Develop and maintain the Louisiana Medicaid QRS methodology documents and revise annually in collaboration with LDH;
- 6.2.3.6 Integrate new measures as CMS and industry measurement sets evolve and as requested by LDH;
- 6.2.3.7 Modify/enhance the MCE Quality Rating System as specified by LDH in response to and in alignment with LDH's changing business requirements (e.g., LDH branding, changes in federal regulations, revisions to the Contracts between LDH and the Managed care entities) and/or changes to report card measure specifications (e.g., HEDIS, CAHPS);
- 6.2.3.8 Modify and/or enhance the QRS tools (analytics, reporting, and/or reference materials) as needed, to align with LDH's changing business requirements; and
- 6.2.3.9 Provide assistance to the plans on how to read, interpret, and use the system as part of a performance improvement strategy.

Frequency: Annually (subject to CMS finalization of QRS guidance and related technical specifications and protocols).

Deliverables tied to payment:

1. Following the issuance of final CMS technical specifications and protocols, the Contractor must establish a work plan for producing the Louisiana Medicaid QRS to assist LDH in evaluating the performance of the Louisiana Medicaid contracted MCEs. The work plan shall be updated annually as required.

2. Once the Louisiana Medicaid QRS becomes available, the Contractor must produce and evaluate the electronic scores and produce individual plan and summary results on an annual basis.

Payment: Each deliverable shall be compensated at a fixed price.

6.2.4 Provider Satisfaction Surveys

Louisiana Medicaid uses Provider Satisfaction Surveys to monitor the performance of its Medicaid Managed Care Program. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for the State.

The Contractor must perform the following general requirements in collaboration with LDH:

- 6.2.4.1** Identify study populations and indicators;
- 6.2.4.2** Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments;
- 6.2.4.3** Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error;
- 6.2.4.4** Develop and follow a detailed work plan approved by LDH;
- 6.2.4.5** Develop and follow reporting expectations and report outlines in consultation with LDH;
- 6.2.4.6** Use survey administration protocols designed to achieve high response rates;
- 6.2.4.7** Use data collection procedures that ensure data are valid and reliable; and
- 6.2.4.8** Validate data by:
 - a. Validating that the number of records and completes match final disposition report;
 - b. Ensuring disposition codes and questions are coded according to project specifications;
 - c. Validating that all data elements have valid values; and
 - d. Calculating results in accordance with a data analysis plan approved by LDH.

Frequency: Administer the survey annually for each Contract year. The timeframe for administering the survey (i.e., month/CY) during each Contract year will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each Contract year:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH when data analyses are complete; and

2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

6.2.5 Performance Improvement Project Validation

LDH defines quality improvement as assessing and continually improving healthcare, operations, and services within a planned, systematic, collaborative, interdisciplinary process. This is accomplished through intra-departmental quality measurement, interdisciplinary committees, interdepartmental teams, and ongoing evaluation of performance. Quality, a standard of service excellence, is based upon the Institute for Healthcare Improvement's Triple Aim framework: 1) Improve the health of populations, 2) Enhance the patient experience of care (including quality and satisfaction, and 3) Reduce the per capita cost of health care. LDH Leadership has directed that continuous Quality Improvement be an ongoing, organization-wide activity aimed at achieving the goals of LDH's mission, values, and vision. Every member is entitled to quality health care and all providers, MCEs, vendors, and employees are individually accountable for contributing to improving patient care.

During each Contract year, each MCE will be required to conduct performance improvement projects (PIP) as outlined in their Contract. Each PIP will be validated by the Contractor. All PIPs must achieve, through periodic measurements and interventions, significant and sustained improvement in clinical and non-clinical areas which are expected to have a favorable effect on health outcomes and satisfaction. MCEs must adhere to LDH improvement project content and format specifications. All LDH-specified improvement projects span a minimum of twelve (12) months which includes planning and implementation activities, as well as putting processes in place for sustainability and further testing and refinement of interventions during the project period.

MCEs must submit the status and results of each improvement project to LDH on a schedule determined by LDH. The status and results of each phase of the PIP must be submitted to LDH and the Contractor on a schedule determined collaboratively by LDH and the MCE. LDH will work with the Contractor to identify which phases of the PIP shall be included in each year's validation process.

The Contractor must:

- 6.2.5.1** Provide technical assistance to MCEs in development, implementation, and administration of the LDH approved PIP(s), following CMS guidance on a Model for Improvement and focused on an LDH population stream;
- 6.2.5.2** Develop a standardized tool that incorporates CMS' PIP protocol with the Model for Improvement and rapid cycle improvement tools, such as process mapping, Pareto charts, run charts, key driver diagrams, the Plan Do Study Act (PDSA), and statistical process control methods. The standard tool should establish objective criteria that will be used to document the design, implementation, and outcomes of the PIP;
- 6.2.5.3** Using the standardized tool developed in 6.2.5.2, develop a scoring methodology that will be used to determine if the PIPs are valid and to rate the percentage of compliance with CMS' PIP protocols. Refer to the External Quality Review Protocols dated September 2012

located at: <https://www.medicaid.gov/medicaid/quality-of-care/medicaid-managed-care/external-quality-review/index.html>;

- 6.2.5.4 Calculate percentage scores in accordance with the scoring methodology developed in 6.2.5.2 above;
- 6.2.5.5 Assign a validation status of 'Met', 'Partially Met', or 'Not Met' based on the calculation of an overall percentage score;
- 6.2.5.6 Provide a written assessment and/or technical report of what must be changed for the health plan to achieve a status of 'Met';
- 6.2.5.7 The technical report should include an assessment of the overall validity and reliability of study results and include any threats to accuracy and/or confidence in reporting; and
- 6.3.5.8 Ensure that the technical report includes a description of PIP interventions and outcomes information associated with each State-required PIP topic for the current EQR review cycle.

Frequency: Annually

Deliverable tied to payment: The Contractor must produce one (1) report per MCE and PIP topic (i.e., individual reports should be produced for each PIP topic conducted by each plan). LDH anticipates up to five (5) PIP topics for each MCO and up to two (2) PIP topics for each PIHP and PAHP on an annual basis.

Payment: Each report shall be compensated at a fixed price.

6.2.6 Network Adequacy and Availability Validation

6.2.6.1 Validation of MCE Provider Network Adequacy and Availability

MCEs must ensure access to medically necessary Medicaid covered services and must meet network adequacy requirements as set forth by 42 CFR § 438.68, 42 CFR § 438.206, and 42 CFR § 438.207. The EQRO will validate these MCE requirements according to CMS protocols when applicable. Additional requirements may be added related to Network Adequacy Standards when CMS releases new protocols related to 42 CFR § 438.358(b)(1)(iv), as indicated in Section 6.2.11.

6.2.6.1.1 Evaluation of Provider Directory Accuracy

MCEs are required to submit provider directory information in a manner specified by LDH to ensure accuracy of provider information listed in directories that are used by Medicaid recipients. The Contractor will evaluate the accuracy of provider directory information submitted by MCEs

This evaluation must include, but may not be limited to, the following:

- 6.2.6.1.1.1 An audit of online provider directories to validate that the data elements are correct.

For the audits described above, the Contractor must do the following as approved by LDH:

- a. Develop a study methodology that describes the evaluation approach;
- b. Develop a standardized data collection tool;
- c. Develop a sampling methodology;
- d. Collect and analyze data; and
- e. Prepare reports containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: ~~The audit must be conducted quarterly.~~ **The audit must be conducted weekly through March 31st for Year 1 and quarterly thereafter.**

Deliverable tied to payment: For each audit conducted, the Contractor must submit a final report as described in item (e) above.

Payment: Each report shall be compensated at a fixed price.

6.2.6.1.2 Provider Access Surveys

To ensure MCEs' enrollees are able to appropriately access providers, the Contractor must conduct quarterly telephone surveys among a sample of providers to determine appointment availability information for new and existing enrollees.

6.2.6.1.2.1 Telephone Surveys

The Contractor must conduct the following:

- 6.2.6.1.2.1.1** Develop and/or update a study methodology describing the evaluation approach;
- 6.2.6.1.2.1.2** Develop a standardized data collection tool;
- 6.2.6.1.2.1.3** Develop a sampling methodology;
- 6.2.6.1.2.1.4** Collect and analyze data; and
- 6.2.6.1.2.1.5** Prepare a report containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: Quarterly **or Semi-annual**

Deliverable tied to payment: After each survey, the Contractor will provide LDH with:

1. A final report that includes data tables with aggregate and MCE-specific results as described in 6.2.6.1.2.1.5.
2. One (1) excel file with MCE-specific worksheets containing provider-level survey data results.

Payment: Each report and results data shall be compensated at a fixed price.

6.2.6.1.3 Performance Measure Calculation and Reporting

The Contractor will be required to calculate, for each MCE, a performance measure that uses results from the telephone surveys. This must include:

- 6.2.6.1.3.1** Developing and updating a measure methodology document with LDH's input;
- 6.2.6.1.3.2** Recommending a strategy for setting and adjusting a performance standard;
- 6.2.6.1.3.3** Producing a report of MCE-specific rates in a format specified by LDH; and
- 6.2.6.1.3.4** Providing technical assistance to the each plan in each line of business and LDH related to the measure.

Frequency: Annually.

Deliverable tied to payment: The Contractor must create one (1) Statewide report with results listed by each MCE.

Payment: Each report shall be compensated at a fixed price.

6.2.7 Readiness Reviews

The Contractor will conduct Readiness Reviews, as detailed below, as requested by LDH, to determine if there is the ability to enroll and provide the necessary level of access to and quality of Medicaid services. The Contractor shall evaluate each prospective MCE's compliance with LDH MCE Contract requirements. The number of reviews will depend on the number of MCEs contracted by LDH.

6.2.7.1 The Contractor shall:

- 6.2.7.1.1** Collaborate with LDH to determine the scope of and the dates for the Readiness Review;
- 6.2.7.1.2** Readiness Reviews shall be conducted before the plan begins to enroll potential enrollees. It will contain two (2) components, including:
 - 6.2.7.1.2.1 Desk Reviews**
A review of all prospective MCE's policies and procedures, program descriptions, committee meeting minutes, manuals, handbooks and quality data; and
 - 6.2.7.1.2.2 On-Site Visits**
A visit in the Medicaid MCE's office to review credentialing files, medical records, conduct staff interviews, review other areas not covered in the desk review, and provide feedback.
- 6.2.7.1.3** Collaborate with LDH on developing an electronic tool based on readiness review standards and requirements that shall be a means of gathering information and documentation.

- 6.2.7.1.3.1** The Contractor shall share approved criteria and/or tools in advance with each Medicaid MCE to ensure adequate preparation and discussion.
- 6.2.7.1.3.3** The Contractor shall schedule a conference call or discussion with each Medicaid MCE in conjunction with LDH to describe the process (both document review and on-site review) and detail the topics of the upcoming review, no later than (30) calendar days after receiving department's approval.
- 6.2.7.1.4** Have capabilities to review and assess MCE's information system.
 - 6.2.7.1.4.1** Use criteria and tools approved by LDH to conduct on-site information systems reviews assessing each MCE's:
 - 6.2.7.1.4.1.1** Data management processes;
 - 6.2.7.1.4.1.2** Data integration and control procedures, including:
 - Reviewing completed assessment tools and supporting documentation; and interviewing staff responsible for leading certain operational and/or functional aspects of the plans' information systems.
 - Assessing the ability to link data from multiple sources.
 - Examining processes for data transfers.
 - Evaluating data warehouse structures and reporting capabilities.
 - Reviewing processes, documentation and data files to ensure compliance with State specifications for encounter data submissions.
 - Assessing the claims adjudication process and capabilities.
 - 6.2.7.1.4.1.3** Evaluate the MCEs' information systems capabilities and identify any potential problem areas that may impact LDH's ability to monitor performance in key operational areas.
- 6.2.7.1.5** Provide LDH with a tracking report of progress on the readiness reviews. This tracking report shall include review progress of each Medicaid MCE and areas of concern in the form of a brief summary with dates and expectations for completing specified activities. This report shall be initiated at the time of the initial outreach to the Medicaid managed care entities and updated bi-weekly. This report shall be submitted electronically.
- 6.2.7.1.6** Submit a complete readiness review report within three (3) weeks after completion of the Medicaid MCE site visit. This report shall be submitted electronically.

Frequency: As needed.

Deliverable tied to payment: The final written readiness report as described above.

Payment: Each report shall be compensated at a fixed price.

6.2.8 Compliance Reviews

MCEs are required to comply with federal and State program requirements specified in the Code of Federal Regulations, the Louisiana Revised Statutes, the Louisiana Administrative Code, LDH policies and procedures, as applicable, Provider Agreements, and 1915 (b) and (c) waivers. The Contractor must conduct an assessment of each plan's compliance with the requirements that are in effect during the time period under review. The assessment must include, but not be limited to, a review of the following areas: 1) availability of services; 2) assurance of adequate capacity and services; 3) coordination and continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) subcontracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; and 14) fraud and abuse.

6.2.8.1 The Contractor must conduct each of the following tasks:

6.2.8.1.1 In consultation with LDH, identify the topic areas and administrative standards that will be reviewed;

6.2.8.1.2 Develop an evaluation methodology and standardized data collection tool, in consultation with LDH that will be used for each MCE review. This will include, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;

6.2.8.1.5 Conduct a desk review and/or on-site review;

6.2.8.1.6 Aggregate and analyze the data and information collected in order to communicate findings of compliance with the administrative standards;

6.2.8.1.7 Prepare MCE-specific reports of findings that include the completed data collection tool with cited references, as appropriate; and

6.2.8.1.8 Prepare program-specific reports if needed, as requested by LDH.

Frequency: The Contractor must conduct each of the following:

1. A comprehensive review of MCE's compliance with federal regulations described in 42 CFR § 438, conducted every three (3) years. The Proposer may be required to conduct partial reviews as determined by LDH; and
2. Targeted reviews must be conducted per as follows:
 - a. Case Management desk reviews annually. All MCOs are included in this review; and

- b. Select additional operational topics (e.g., claims adjudication, non-emergency transportation, grievances and appeals) at intervals to be determined by LDH. The number of MCEs subject to a review will vary depending on the topic selected.

Deliverable tied to payment: For each review:

- a. The Contractor must provide to LDH one (1) report per MCE that contains an executive summary, introduction, summary of findings, conclusion and recommendations for improvement. The completed data collection tool and the information sources used must be made available to LDH.
- b. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), that summarizes how all MCEs performed in the compliance audit submitted to LDH.

Payment: Each report shall be compensated at a fixed price.

6.2.9 External Quality Review Annual Technical Report

The Contractor must produce a detailed technical report to ensure LDH's compliance with 42 CFR § 438.364, and ensure that a finalized annual technical report is submitted to LDH and CMS by April 30th of each year. The most recent report can be viewed on the following website: <http://www.ldh.la.gov/inde.cfm/page/3176>.

6.2.9.1 The Contractor must produce a detailed technical report that includes the following components:

- 6.2.9.1.1** A description of the manner in which the data from all EQR activities conducted in accordance with 42 CFR § 438.358 were aggregated and analyzed, and conclusions that were drawn with regard to the quality, timeliness and access to health care services furnished to health plans' members;
- 6.2.9.1.2** A description of the objectives; technical methods of data collection and analysis; description of data obtained, including validated performance data for each activity conducted in accordance with 42 CFR § 438.358(b) and (c); conclusions that were drawn from the data for each activity included in the report; and problems encountered in performing the review;
- 6.2.9.1.3** An assessment of each MCE's strengths and weaknesses for the quality, timeliness and access to health care services furnished to Medicaid managed care members;
- 6.2.9.1.4** Recommendations for improving the quality of services furnished by each MCE including how the State can target goals and objects in the quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid managed care members;
- 6.2.9.1.5** Methodologically appropriate, comparative information about all Medicaid MCEs operating within Louisiana, consistent with guidance included in the EQR protocols issued in accordance with 42 CFR § 438.352(e); and

6.2.9.1.6 An assessment of the degree to which a Medicaid MCE has effectively addressed recommendations for quality improvement made by the Contractor during the previous year's EQR.

6.2.9.2 LDH may not substantively revise the content of the final EQR technical report without evidence of error or omission.

6.2.9.3 The Contractor shall provide LDH with a tracking report of progress on annual reviews. This tracking report will include review of progress by Medicaid MCEs and areas of concern. The tracking report will consist of a brief summary with dates and expectations for completing specified activities. This report shall be transmitted electronically and updated bi-weekly.

6.2.9.4 The Contractor must electronically submit the Annual Technical Reports to LDH after the completion of the annual review of each Medicaid MCE and it must be submitted by March 1st of each calendar year prior to the CMS deadline of April 30th.

Frequency: Annually, by March 1st

Deliverable tied to payment: Produce a detailed report in compliance with 42 CFR § 438.364.

Payment: Each report shall be compensated at a fixed price.

6.2.10 Medicaid Managed Care Quality Strategy Evaluation

6.2.10.1 The Contractor must assist LDH in evaluating the effectiveness of the Louisiana Medicaid Quality Strategy.

The Contractor will, in consultation with LDH, develop an evaluation methodology and tools required to evaluate the effectiveness of the Medicaid Managed Care Quality Strategy as required by 42 CFR 438 Subpart E, that may be refined on an annual basis to reflect lessons learned from the prior year's evaluation.

The Contractor will conduct the evaluation and prepare a written report of review findings to be submitted to LDH within thirty (30) business days after completion of the evaluation.

Frequency: Annually.

Deliverables tied to payment:

1. Evaluation methodology and tool(s).
2. The final evaluation written report.

Payment: Each report shall be compensated at a fixed price.

6.2.11 Additional Technical Assistance (TA) and Optional Activities

The Contractor may be required to provide technical assistance and/or optional activities described in 42 CFR § 438.358(c) or comparable activities that assess the quality or utilization of services in the participating MCOs, PAHP, and PIHP during the Contract period.

- 6.2.11.1** The specific nature of the technical assistance will be defined on a case-by-case basis, and shall include, but not be limited to, performance improvement project development and implementation, performance measure support, educational sessions to enhance the use of EQR results, identification of healthcare trends or “best practices” in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of healthcare initiatives.
- 6.2.11.3** The Contractor shall provide ad-hoc technical assistance to LDH and all Medicaid managed care entities upon request and approval of LDH.
- 6.2.11.4** Optional activities as described in 42 CFR § 438.358(c).

The Louisiana Medicaid managed care population optional activities include:

- 6.2.11.4.1** Conduct additional focus studies. Conduct a specific focus study to evaluate peer support services or other services/programs from a member and/or provider perspective.
- 6.2.11.4.2** Validation of encounter data
- 6.2.11.4.3** Administration or Validation of Consumer or Provider Surveys
- 6.2.11.4.4** Conduct and facilitate performance improvement projects
- 6.2.11.4.5** Calculation of performance measures
- 6.2.11.4.6** Developing and monitoring Corrective Action Plans
- 6.2.11.4.7** Produce additional reports at the request of LDH
- 6.2.11.4.8** Validation of Network Adequacy
- 6.2.11.4.9** Validation of MCO Quality Reports for Behavioral Health
- 6.2.11.4.10** Behavioral Health Provider Sample Selection for Quality Monitoring Audits
- 6.2.11.4.11** MCE Independent Assessments

Frequency: As requested by LDH.

Deliverable tied to payment: For every LDH request for technical assistance or optional activity, the Contractor will be responsible for adhering to both LDH and CMS specifications. The Contractor and LDH will agree on an appropriate format for reporting or delivering activities for the Louisiana Medicaid managed care program.

Payment: The Contractor shall be compensated at an hourly rate for activities related to technical assistance and optional activity deliverable(s).

6.2.12 Quality Companion Guide

6.2.12.1 The Contractor will develop a Quality Companion Guide in consultation with LDH that focuses on core quality improvement activities, assisting managed care entities with LDH Contract requirements, Contractor activities and processes outlined in 42 CFR 438 Subpart E, 438.358 and 438.364. The timeframes for each activity may be modified at the discretion of LDH.

6.2.12.2 The Quality Companion Guide shall be submitted to LDH for approval within sixty (60) days of Contract effective date and annually thereafter.

Frequency: Annually.

Deliverable tied to payment: The Contractor must produce a comprehensive guide in consultation with LDH. The Quality Companion Guide shall include, but is not limited to, written instruction for performance improvement projects, performance measure specifications and validation processes.

Payment: The Quality Companion Guide shall be compensated at a fixed price.

6.2.13 Behavioral Health Member Satisfaction Survey

Louisiana uses behavioral health member satisfaction survey data to monitor access, quality of care, and member interaction with the Medicaid managed care organizations and the Coordinated System of Care (CSoC) Contractor. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for each MCO and CSoC. The Contractor must perform the following general requirements in collaboration with LDH:

6.2.13.1 Identify study populations and indicators;

6.2.13.2 Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments, and in consideration of applicable privacy laws;

6.2.13.3 Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error for each program, Louisiana Medicaid managed care and CSoC;

6.2.13.4 Translate member surveys and accompanying material in prevalent non-English languages, including Spanish and Vietnamese.

6.2.13.5 Use survey administration protocols designed to achieve high response rates;

6.2.13.6 Use data collection procedures that ensure data are valid and reliable; and

6.2.13.7 Stratify data by age group, race, and region.

Frequency: Administer surveys annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each Contract year:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH when data analyses are complete; and
2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

6.2.14 Health Disparities Studies (Focused Studies)

6.2.14.1 Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report

- 6.2.14.1.1** Upon direction and approval by LDH, the Contractor must conduct health disparities analyses throughout the Contract term, including:
- a. Developing methodologies;
 - b. Producing final health disparities data spreadsheets that evaluate health disparities among the LDH Medicaid contracted MCEs with recommendations for quality improvement. The data can include, but is not limited to, CMS Adult and Child Core Sets and MCO HEDIS data;
 - c. Summary report of data analyses; and
 - d. Pilot studies, if requested by LDH.

6.2.14.2 Health Disparities Study Supplemental Activity-Pilot Study

- 6.2.14.2.1** LDH may direct the Contractor to conduct pilot studies. The purpose of Conducting pilot studies may include, but are not limited to:
- a. Testing completeness and accuracy of data elements and/or data calculation methods;
 - b. Testing whether the data and calculation methods produce the type of results needed;
 - c. Testing viability of proposed interventions;
 - d. Identifying unforeseen gaps, overlaps, or other complications in either the source data or calculation methods;
 - e. Identifying unknown causal factors for a healthcare issue; and/or
 - f. Conducting information-gathering activities to reveal root causes.

The Contractor must collaborate with LDH in determining the level of data analysis and LDH may elect to require the Contractor to expand a health disparity pilot study into an extensive study.

Frequency:

1. **Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report:** Annually
2. **Health Disparities Study Supplemental Activity-Pilot Study Final Report:** As requested by LDH

Deliverable tied to payment:

1. **Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report:**
 - a. Data spreadsheets must include all sources of data, denominators, numerators and methods of calculation for both the aggregate as well as subsections of each work product (i.e. charts, graphs, tables, etc.).
 - b. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).
2. **Health Disparities Study Supplemental Activity-Pilot Study Final Report:** The Contractor must produce a final report of the extensive study on a health disparity topic in any Contract year.

Payment: The Contractor shall be compensated at an hourly rate for activities related to health disparities studies deliverable(s).

~~1.2.15 Assessment and Evaluation Activities for 1115 Demonstration Waivers~~

~~LDH currently has an agreement with CMS to operate a Section 1115 demonstration waiver titled the Healthy Louisiana Substance Use Disorder (SUD) 1115 Demonstration. Section 1115 demonstration waivers require an independent party to conduct assessment and evaluation activities per 42 CFR § 431.424. Additionally, CMS may require other activities as outlined in each waiver's Special Terms and Conditions (LA 1115 SUD Approval is incorporated herein and made part hereof by reference. A copy of the current Terms and Conditions for the SUD 1115 Demonstration will be available at the following website:~~

~~<https://ldh.la.gov/index.cfm/newsroom/detail/6369>~~

~~The Contractor shall serve as the independent assessor/evaluator and complete all assessment and evaluation activities for each of LDH's 1115 demonstration waivers in accordance with their Special Terms and Conditions. The Contractor shall complete each of the following deliverables:~~

- ~~**1.2.15.1** Evaluation Design — the Contractor shall complete the Evaluation Design in accordance with the Special Terms and Conditions of each waiver and in consultation with LDH. The Evaluation Design will provide the basis for the evaluation of each Demonstration and shall include at a minimum general background information, evaluation questions and hypotheses, methodology, and methodological limitations.~~
- ~~**1.2.15.2** Mid-Point Assessment — the Contractor shall conduct a Mid-Point Assessment for each Demonstration that includes LDH's progress toward meeting demonstration milestones, performance measure targets, a determination of factors that affected achievement of or barriers to achieving milestones, and a status update on budget neutrality requirements.~~
- ~~**1.2.15.3** Interim and Summative Evaluation Report — the Contractor shall complete an Interim and Summative Evaluation Report as required in each Demonstration's Special Terms and Conditions and will discuss evaluation progress and present findings to date per the approved Evaluation Design for each waiver.~~

~~**Frequency:** Each deliverable listed above will be required once during each waiver's five-year life cycle~~

~~**Deliverable tied to payment:** The final document or report received and approved by LDH.~~

~~**Payment:** Each document or report shall be compensated at a fixed price.~~

6.2.16 Case Management Performance Evaluation

- 6.2.16.1** MCEs are required to offer Case Management services, for Medicaid Managed Care enrollees that have opted to accept case management services. LDH requires MCE reporting of data on Case Management services to determine the number of individuals, the types of conditions, and the impact that Case Management services have on members receiving those services.
- 6.2.16.2** Contractor shall facilitate the annual collection and validation of data submitted by MCEs regarding Case Management services.
- 6.2.16.3** Contractor shall evaluate the MCE's compliance with the Case Management provisions of its Contract with LDH.
- 6.2.16.4** Contractor shall evaluate the rates of engagement in Case Management, the specific services offered to enrollees receiving Case Management, and the effectiveness of Case Management in terms of increasing the quality of care, increasing the receipt of necessary services, and reducing the receipt of potentially unnecessary services such as acute care.
- 6.2.16.5** Contractor shall develop a draft and final report of its results and findings for each MCE. The Contractor shall collaborate with LDH to determine the strategy, approach, timing, and report format.
- 6.2.16.6** Contractor shall participate with LDH in an annual, formal webinar or in-person meeting with the MCEs to review results from the Case Management data, identify opportunities for improvement, and determine efficient application of Case Management services to positively impact outcomes.

Frequency: Annually by **February 28th**

Deliverable tied to payment: The Contractor must produce the following for each.

Deliverable tied to payment: The Contractor must produce the following for each MCE:

1. One (1) Full report (to include an introduction, methodology, findings, conclusions and recommendations) for each MCE.

Payment: Each report shall be compensated at a fixed price.

6.3 Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format or format compatible with LDH operations. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML or compatible files for this purpose will be transmitted via SFTP to the Department. Both parties must approve any other data or method of transmission used for this purpose via written agreement.

6.3.1 General Provisions

6.3.1.1 The Contractor must maintain hardware and software compatible with LDH requirements that are secure and sufficient to successfully perform the services detailed in the Contract as the service level specified, which are as follows:

6.3.1.1.1 The Contractor shall adhere to State and federal regulations and guidelines, as well as industry standards and best practices for systems and/or functions required to support the requirements of the Contract.

6.3.1.1.2 The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

6.3.1.1.3 The Contractor is responsible for all expenses required to obtain access to LDH systems and/or resources which are relevant to successful completion of the requirements of the Contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of the Contract. Such expenses include, but are not limited to, hardware, software, network infrastructure and any licensing costs.

6.3.1.1.4 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.

6.3.1.1.5 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).

6.3.1.1.6 Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.

6.3.1.1.7 All Contractor utilized computers and devices must:

6.3.1.1.7.1 Be protected by industry standard virus protection software that is automatically updated on a regular schedule;

6.3.1.1.7.2 Have installed all security patches that are relevant to the applicable operating system and any other system software; and

6.3.1.1.7.3 Have encryption protection enabled at the Operating System level.

6.3.1.2 The Contractor shall ensure appropriate protections of shared Personally Identifiable Information (“PII”), in accordance with 45 CFR §155.260.

6.3.1.2.1 The Contractor shall ensure that its system is operated in compliance with the Centers for Medicare and Medicaid Services’ (“CMS”) latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E version 2.0.

6.3.1.2.2 Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, “remote user” refers to staff accessing the network from offsite, normally with a client VPN (“Virtual Private Network”) with the ability to access CM, specifically Medicaid, data.

6.3.1.2.3 A site-to-site tunnel is an extension of LDH’s network. For Contractors that are utilizing a VPN site-to-site tunnel and also have remote users who access CMS data, the Contractor is responsible for providing and enforcing multi-factor authentication. Contractors that do not utilize a VPN site-to-site tunnel will be charged for dual authentication licensing and hardware tokens as necessary. Costs associated with the purchase and any replacement of lost hardware tokens will be charged to the Contractor.

6.3.2 Electronic Messaging

6.3.2.1 The Contractor shall provide a continuously available electronic mail communication link (email system) to facilitate communication with LDH. This email system shall be capable of attaching and sending documents created using software compatible with LDH's installed version of Microsoft Office 2016 and any subsequent upgrades as adopted.

6.3.2.2 The Contractor shall comply with national standards for submitting protected health information (PHI) electronically and shall set up a secure email system that is password protected for both sending and receiving any protected health information.

6.3.3 Information Security and Access Management

6.3.3.1 The Contractor’s system shall:

6.3.3.1.1 Employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:

6.3.3.1.1.1 Restrict access to information on a “least privilege” basis, such as users permitted inquiry privileges only will not be permitted to modify information;

6.3.3.1.1.2 Restrict access to specific SFTP or system functions and information based on an individual user profile, including inquiry only capabilities; access to all functions shall be restricted to specified staff jointly agreed to by LDH and the Contractor; and

- 6.3.3.1.3** Restrict unsuccessful attempts to access system functions to three (3) attempts with a system function that automatically prevents further access attempts and records these occurrences.

6.3.3.2 Records Retention:

- 6.3.3.2.1** Contractor shall retain all books, records and other documents relevant to the Contract and funds expended there under for at least ten (10) years after final payment. 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.

6.4 Contract Management Approach

- 6.4.1** The Contractor must describe how it will accomplish required tasks and deliverables, as deemed necessary to deliver the required scope of work including, but not limited to:
 - 6.4.1.1** Project management approach and structure;
 - 6.4.1.2** Communication protocols between LDH and Contractor;
 - 6.4.1.3** Interaction with other LDH Proposers;
 - 6.4.1.4** Schedule for key activities and milestones; and
 - 6.4.1.5** Approach to managing project risks and issues.
- 6.4.2** An updated and detailed plan will be due to LDH within thirty (30) calendar days of Contract start date by the Contractor. The Contractor's Contract management work plan will be due annually thereafter.

6.5 Additional Reporting Requirements

- 6.5.1** The Contractor must be able to design, develop, and implement reports using the electronic formats, instructions, and timeframes specified by LDH. The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and its designees.
- 6.5.2** The Contractor shall certify all submitted data and reports, including, but not limited to, routine HEDIS performance reports, CAHPS, non-HEDIS, and PIPs. The certification must attest, based on best knowledge, information, and belief as to the accuracy, completeness and truthfulness of the documents and data. The Contractor must submit the certification concurrently with the certified data and reports.
- 6.5.3** Louisiana Medicaid Transparency Report
 - 6.5.3.1** The Contractor shall designate one (1) staff member to serve as the single point of contact for all requests related to the Transparency Report required by La. R.S. 40:1253.2. The Contractor shall comply with all LDH instructions and definitions related to this report.
 - 6.5.3.2** The Contractor shall comply with all data requests and surveys from LDH or its designee.

6.5.4 Ad Hoc Reports:

The Contractor shall prepare and submit any other reports as required and requested by LDH, any LDH designee, and/or CMS, that is related to the Contractor's duties and obligations under the Contract. Ad Hoc reports shall be submitted within five (5) business days from request.

6.5.5 Submission Process and Timeframes

6.5.5.1 The Contractor shall ensure that all required reports or files are submitted to LDH in a timely manner for review and approval. The Contractor's failure to submit the reports or files as specified may result in the assessment of monetary penalties in the form of Liquidated Damages.

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

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

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

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

6.5.5.2.4 Annual reports and files based on State fiscal year shall be submitted within thirty (30) days of the end of the reporting year.

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

6.5.7 Regardless of the due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 5:00 p.m. Central Time.

6.5.8 The Contractor agrees to prepare complete and accurate reports for submission to LDH. If after preparation and submission, an error is discovered, the Contractor shall submit accurate reports in a timeframe directed by LDH. Failure of the Contractor to submit accurate reports may result in the assessment of monetary penalties in the form of Liquidated Damages.

6.5.9 The Contractor shall provide LDH with written reports that are clear, concise and useful for the audience for whom they are intended. The report shall be composed in a manner consistent with LDH specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by LDH (e.g., Microsoft Word, Excel) as well as in hard copy, as specified by LDH. The Contractor shall be responsible for assuring that it completely understands the specifications and requirements for all reporting and other activities under the Contract. Where required, the Proposer shall provide supporting documents such as report appendices.

6.5.10 By January 1st of each year, perform analysis and submit a report of existing and new Federal and State policies, procedures, and regulations to determine their impact on the EQRO components of the Louisiana Medicaid program and related State and Contractor-performed functions. The analysis

shall include a review of portions of the Federal Register that would impact the Louisiana Medicaid Program.

6.6 Additional Staffing Requirements

6.6.1 Substitution of Personnel

6.6.1.1 The Contractor's Key Personnel assigned to the Contract shall not be replaced without the prior written consent of LDH. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any of the Contractor's personnel becomes unavailable due to resignation, illness, or other factors outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor shall make every reasonable attempt to assign the personnel listed in their proposal in the positions specified in the Proposal.

6.6.2 Written Policies, Procedures, and Position Descriptions

6.6.2.1 The Contractor shall develop and maintain written policies, procedures, and job descriptions for each functional area, consistent in format and style.

6.6.2.1.1 The Contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions.

6.6.2.1.2 All policies and procedures shall be reviewed at least annually by the Contractor to ensure that the Contractor's written policies reflect current practices.

6.6.2.1.3 Job descriptions shall be reviewed at least annually by the Contractor to ensure that current duties performed by the employee reflect written requirements.

6.6.2.2 The Contractor must submit to LDH the following items annually:

6.6.2.2.1 An updated organization chart complete with the key personnel positions. The chart must include the person's name, title, email address, and telephone number.

6.6.2.2.2 A functional organization chart of the key program areas, responsibilities and the areas of the organization that report to that position.

6.6.3 Staff Training and Meeting Attendance

6.6.3.1 The Contractor shall ensure that all staff members have appropriate training, education, experience and orientation to fulfill their requirements of their position prior to the beginning of work.

6.6.3.2 The Contractor must provide initial and ongoing staff training that includes an overview of Louisiana Medicaid Policy, Contract, and State and federal requirements specific to individual job functions.

6.6.3.3 The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory for assigned Key Personnel unless otherwise indicated. Staff shall attend in person as directed by LDH. At a minimum, this includes an annual Contract review and quarterly performance improvement project meetings.

6.6.3.4 LDH reserves the right to attend any and all training programs and seminars conducted by the Contractor. The Contractor shall provide LDH a list of any training dates, time, and location, at least fourteen (14) calendar days prior to the actual date of training.

6.7 Transition Plan

6.7.1 In the event of written notification of termination of the Contract by either party, the Contractor shall submit a Transition Plan ("the Plan") within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the Contractor and LDH. The Plan shall address the turnover of records and information maintained by the Proposer. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The Transition Plan must be approved by LDH.

6.7.2 If the Contract is not terminated by written notification as provided in above, the Contractor shall propose a Transition Plan three (3) months prior to the end of the Contract period, including any extensions to such period. The Plan shall address the possible turnover of the records and information maintained to either LDH or a third party designated by LDH. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Transition Plan must be approved by LDH.

PART 7: PERFORMANCE MONITORING, NON-COMPLIANCE, AND MONETARY PENALTIES/LIQUIDATED DAMAGES

7.1 Performance Monitoring

- 7.1.1** All work performed by the Contractor will be monitored by the Medicaid Director or his/her designee.
- 7.1.2** LDH or its designee will monitor the operation of the Contractor for compliance with the provisions of the Contract, and applicable federal and State laws and regulations.
- 7.1.3** The Contractor shall provide access to documentation, records, premises, and staff as deemed necessary by LDH to monitor performance.

7.2 Non-Compliance

- 7.2.1** The Contractor shall be prepared to demonstrate compliance with any deliverable outlined in the Contract upon request by LDH.
- 7.2.2** Administrative Actions
 - 7.2.2.1** Administrative actions exclude the assessment of monetary penalties, Liquidated Damages, and intermediate sanctions, but may include at a minimum the following:
 - 7.2.2.1.1** A written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements or deliverables of the Contract;
 - 7.2.2.1.2** Remedial education requirement regarding program policies and practices;
 - 7.2.2.1.4** Referral for review by appropriate professional organizations; and/or
 - 7.2.2.1.5** Referral to the Office of the Attorney General for fraud investigation.

7.3 Monetary Penalties/Liquidated Damages

- 7.3.1** In the event the Contractor fails to meet the performance standards specified within the Contract, the monetary penalties in the form of Liquidated damages defined below may be assessed. If assessed, the monetary penalties will be used to reduce the LDH's payments to the Proposer or if the monetary penalties exceed amounts due from LDH, the Proposer will be required to make cash payments for the amount in excess.
 - a. Late submission of any required report five hundred dollars (\$800) per working day, per report.
 - b. For each day that any other Contract deliverable is late, incorrect or deficient, the Contractor shall be liable to LDH for monetary penalties in an amount not to exceed fifteen hundred dollars (\$1500) per business day per deliverable.

7.3.2 LDH may also delay the assessment of monetary penalties if it is in the best interest of the Department to do so. LDH may give notice to the Contractor of a failure to meet performance standards but delay the assessment of monetary penalties in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, the Department may reassert the assessment of monetary penalties, even following Contract termination.

7.3.3 Attorney's Fees

7.3.3.1 In the event LDH should prevail in any legal action arising out of the performance or non-performance of the Contract, the Contractor shall pay, in addition to any monetary penalties, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

7.4 **Fraud and Abuse**

7.4.1 The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

7.4.2 Such policies and procedures must be in accordance with State and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

PROPOSED Total COST by Contract Year & Function			
	Health Services Advisory Group, Inc. (HSAG)		LDH- HSAG Agreed Changes
Year 1 - Fixed	\$	1,613,000.00	\$ 1,591,200.00
Year 1 - Hourly	\$	442,545.00	\$ 442,545.00
Year 2 - Fixed	\$	1,946,080.00	\$ 1,784,388.00
Year 2 - Hourly	\$	455,855.00	\$ 455,855.00
Year 3 - Fixed	\$	2,070,327.00	\$ 2,038,636.00
Year 3 - Hourly	\$	469,570.00	\$ 469,570.00
TOTAL Proposed Cost	\$	6,997,377.00	\$ 6,782,194.00

LDH- HSAG Agreed Total Contract Budget by SFY

	SFY 23	SFY 24	SFY 25	SFY 26
Contract Dates				
03/23- 06/23	\$ 677,915.00			
07/23-2/24		\$ 1,355,830.00		
03/24-06/24		\$ 746,747.67		
07/24-2/25			\$ 1,493,495.33	
03/25-06/25			\$ 836,068.67	
07/25-2/26				\$ 1,672,137.33
Totals	\$ 677,915.00	\$ 2,102,577.67	\$ 2,329,564.00	\$ 1,672,137.33

Maximum Amount: **\$ 6,782,194**

HSAG Proposed Total Cost by SFY

	SFY 23	SFY 24	SFY 25	SFY 26
Contract Dates				
03/23- 06/23	\$685,182			
07/23-2/24		\$1,370,363		
03/24-06/24		\$ 800,645.00		
07/24-2/25			\$1,601,290	
03/25-06/25			\$846,632	
07/25-2/26				\$1,693,265
Totals	\$685,182	\$2,171,008	\$2,447,922	\$1,693,265

Maximum Amount: **\$6,997,377**

Fixed Rate Deliverables

Year One: March 1, 2023 to February 29, 2024

Deliverable Tied to Payment (from Scope of Work/Services)	Unit Cost (per deliverable tied to payment)	Unit Factor (# of units to satisfy deliverable tied to payment)	HSAG Proposed Cost (unit cost x factor)	Total	Total Cost (Agreed) (unit cost x factor)
Performance Evaluation and Improvement –HEDIS Performance Measures (PMS) Validations					
Final Audit Review Summary Report	\$ 12,000.00	1	\$ 12,000.00	\$	\$ 12,000.00
Specification Document	\$ 5,000.00	1	\$ 5,000.00	\$	\$ 5,000.00
HEDIS Performance Measure Calculation and Reporting					
Statewide Report	\$ 30,000.00	1	\$ 30,000.00	\$	\$ 30,000.00
CSOC Performance Measures (PMS) Validations					
Final Audit Review Summary Report	\$ 15,000.00	1	\$ 15,000.00	\$	\$ 15,000.00
CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems					
Dashboard Report	\$ 14,000.00	1	\$ 14,000.00	\$	\$ 14,000.00
Executive Summary Report	\$ 15,000.00	1	\$ 15,000.00	\$	\$ 15,000.00
Full Report	\$ 75,000.00	1	\$ 75,000.00	\$	\$ 75,000.00
Survey Methodology Report	\$ 10,000.00	1	\$ 10,000.00	\$	\$ 10,000.00
MCE Quality Rating System (QRS)					
Work Plan	\$ 3,000.00	1	\$ 3,000.00	\$	\$ 3,000.00
MCE's Electronic Score(s) Evaluation	\$ 6,000.00	6	\$ 36,000.00	\$	\$ 36,000.00
Individual Plan and Summary Results	\$ 6,000.00	2	\$ 12,000.00	\$	\$ 12,000.00
Provider Satisfaction Survey (For evaluation purposes only, assume a sample size of 7,000 providers)					
Executive Summary Report	\$ 5,000.00	1	\$ 5,000.00	\$	\$ 5,000.00
Full Report of Findings	\$ 95,000.00	1	\$ 95,000.00	\$	\$ 95,000.00
Performance Improvement Project (PIP) Validation(s)					
PIP Report(s)	\$ 5,000.00	36	\$ 155,000.00	\$	\$ 180,000.00
Network Adequacy and Availability Validation - Provider Directory Accuracy *equates to conducting weekly surveys or quarterly Surveys*					
Final Audit Report(s) rev	\$ 26,400.00	4	\$ 48,000.00	\$	\$ 105,600.00
Network Adequacy and Availability -Provider Access Surveys* *equates to conducting 2 semi-annual surveys or 4 quarterly surveys*					
Report(s) of Survey Findings	\$ 28,800.00	4	\$ 96,000.00	\$	\$ 115,200.00
Survey Raw Data	\$ 600.00	4	\$ 2,400.00	\$	\$ 2,400.00
Network Adequacy and Availability –Performance Measures Calculation and Reporting					
Statewide Report	\$ 12,000.00	1	\$ 10,000.00	\$	\$ 12,000.00
Readiness Review(s)					
Final Readiness Report(s)	\$ 37,000.00	6	\$ 259,000.00	\$	\$ 222,000.00
Compliance Review(s)					
Targeted Reviews	\$ 18,000.00	9	\$ 144,000.00	\$	\$ 162,000.00
Executive Summary Report	\$ 4,000.00	3	\$ 12,000.00	\$	\$ 12,000.00
EDR Technical Report					
Annual Technical Report	\$ 9,000.00	11	\$ 81,000.00	\$	\$ 99,000.00
Medicaid Managed Care Quality Strategy Evaluation					
Evaluation Methodology Tool	\$ 5,000.00	1	\$ 5,000.00	\$	\$ 5,000.00
Final Evaluation Report	\$ 26,000.00	1	\$ 26,000.00	\$	\$ 26,000.00
Quality Companion (QC) Guide					
Comprehensive Guide	\$ 6,000.00	1	\$ 6,000.00	\$	\$ 6,000.00
Behavioral Health Member Satisfaction Survey (For evaluation purposes only, assume a sample size of 1,800 adults and 1,800 children from each)					
Executive Summary Report	\$ 9,000.00	1	\$ 9,000.00	\$	\$ 9,000.00
Full Report of Findings	\$ 188,000.00	1	\$ 188,000.00	\$	\$ 188,000.00
Assessment and Evaluation Activities for 1115 Demonstration Waivers					
Evaluation Design	\$ 40,000.00	0	\$ 40,000.00	\$	\$
Mid-Point Assessment	\$ 10,000.00	0	\$ 10,000.00	\$	\$
Interim and Summative Evaluation Report	\$ 75,000.00	0	\$ 75,000.00	\$	\$
Case Management Performance Evaluation					
Full Report	\$ 15,000.00	8	\$ 120,000.00	\$	\$ 120,000.00
COST AMOUNT (sum of total cost above)=			\$ 1,613,000.00		\$ 1,591,200.00

Year Two: March 1, 2024 to February 28, 2025

Deliverable Tied to Payment (from Scope of Work/Services)	Unit Cost (per deliverable tied to payment)	Unit Factor (# of units to satisfy deliverable tied to payment)	HSAG Proposed Cost (unit cost x factor)	Total	Total Cost (Agreed) (unit cost x factor)
Performance Evaluation and Improvement –HEDIS Performance Measures (PMS) Validations					
Final Audit Review Summary Report	\$ 14,688.00	1	\$ 12,240.00	\$	\$ 14,688.00
Specification Document	\$ 6,120.00	1	\$ 5,100.00	\$	\$ 6,120.00
HEDIS Performance Measure Calculation and Reporting					
Statewide Report	\$ 36,720.00	1	\$ 30,600.00	\$	\$ 36,720.00
CSOC Performance Measures (PMS) Validations					
Final Audit Review Summary Report	\$ 15,300.00	1	\$ 15,300.00	\$	\$ 15,300.00
CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems					
Dashboard Report	\$ 15,708.00	1	\$ 14,280.00	\$	\$ 15,708.00
Executive Summary Report	\$ 16,830.00	1	\$ 15,300.00	\$	\$ 16,830.00
Full Report	\$ 84,150.00	1	\$ 76,500.00	\$	\$ 84,150.00
Survey Methodology Report	\$ 11,220.00	1	\$ 10,200.00	\$	\$ 11,220.00
MCE Quality Rating System (QRS)					
Work Plan	\$ 3,060.00	1	\$ 3,060.00	\$	\$ 3,060.00
MCE's Electronic Score(s) Evaluation	\$ 6,120.00	6	\$ 36,720.00	\$	\$ 36,720.00
Individual Plan and Summary Results	\$ 6,120.00	2	\$ 12,240.00	\$	\$ 12,240.00
Provider Satisfaction Survey (For evaluation purposes only, assume a sample size of 7,000 providers)					
Executive Summary Report	\$ 5,100.00	1	\$ 5,100.00	\$	\$ 5,100.00
Full Report of Findings	\$ 96,900.00	1	\$ 96,900.00	\$	\$ 96,900.00
Performance Improvement Project (PIP) Validation(s)					
PIP Report(s)	\$ 5,100.00	36	\$ 158,100.00	\$	\$ 183,600.00
Network Adequacy and Availability Validation - Provider Directory Accuracy *equates to conducting weekly surveys or quarterly Surveys*					
Final Audit Report(s)	\$ 26,928.00	4	\$ 48,960.00	\$	\$ 107,712.00
Network Adequacy and Availability -Provider Access Surveys* *equates to conducting 2 semi-annual surveys or 4 quarterly surveys*					
Report(s) of Survey Findings	\$ 29,376.00	4	\$ 97,920.00	\$	\$ 117,504.00
Survey Raw Data	\$ 612.00	4	\$ 2,448.00	\$	\$ 2,448.00
Network Adequacy and Availability –Performance Measures Calculation and Reporting					
Statewide Report	\$ 12,240.00	1	\$ 10,200.00	\$	\$ 12,240.00
Readiness Review(s)					
Final Readiness Report(s)	\$ 37,740.00	6	\$ 264,180.00	\$	\$ 226,440.00
Compliance Review(s)					
Targeted Reviews	\$ 18,360.00	14	\$ 257,040.00	\$	\$ 257,040.00
Executive Summary Report	\$ 4,080.00	5	\$ 20,400.00	\$	\$ 20,400.00
EDR Technical Report					
Annual Technical Report (s)	\$ 9,180.00	11	\$ 82,620.00	\$	\$ 100,980.00
Medicaid Managed Care Quality Strategy Evaluation					
Evaluation Methodology Tool	\$ 5,100.00	1	\$ 5,100.00	\$	\$ 5,100.00
Final Evaluation Report	\$ 26,520.00	1	\$ 26,520.00	\$	\$ 26,520.00
Quality Companion (QC) Guide					
Comprehensive Guide	\$ 6,120.00	1	\$ 6,120.00	\$	\$ 6,120.00
Behavioral Health Member Satisfaction Survey (For evaluation purposes only, assume a sample size of 1,800 adults and 1,800 children from each)					
Executive Summary Report	\$ 11,016.00	1	\$ 9,180.00	\$	\$ 11,016.00
Full Report of Findings	\$ 230,112.00	1	\$ 191,760.00	\$	\$ 230,112.00
Assessment and Evaluation Activities for 1115 Demonstration Waivers					
Evaluation Design	\$ 10,000.00	0	\$ 10,000.00	\$	\$
Mid-Point Assessment	\$ 50,000.00	0	\$ 50,000.00	\$	\$
Interim and Summative Evaluation Report	\$ 250,000.00	0	\$ 250,000.00	\$	\$
Case Management Performance Evaluation					
Full Report	\$ 15,300.00	8	\$ 122,400.00	\$	\$ 122,400.00
COST AMOUNT (sum of total cost above)=			\$ 1,946,080.00		\$ 1,784,388.00

Year Three: March 1, 2025 to February 28, 2026

Deliverable Tied to Payment (from Scope of Work/Services)	Unit Cost (per deliverable tied to payment)	Unit Factor (# of units to satisfy deliverable tied to payment)	Total Cost (unit cost x factor)	Total Cost (Agreed) (unit cost x factor)
Performance Evaluation and Improvement –HEDIS Performance Measures (PMS) Validations				
Final Audit Review Summary Report	\$ 14,982.00	1	\$ 12,485.00	\$ 14,982.00
Specification Document	\$ 6,242.00	1	\$ 5,202.00	\$ 6,242.00
HEDIS Performance Measure Calculation and Reporting				
Statewide Report	\$ 37,455.00	1	\$ 31,212.00	\$ 37,455.00
CSOC Performance Measures (PMS) Validations				
Final Audit Review Summary Report	\$ 15,606.00	1	\$ 15,606.00	\$ 15,606.00
CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems				
Dashboard Report	\$ 16,023.00	1	\$ 14,566.00	\$ 16,023.00
Executive Summary Report	\$ 17,167.00	1	\$ 15,606.00	\$ 17,167.00
Full Report	\$ 85,833.00	1	\$ 78,030.00	\$ 85,833.00
Survey Methodology Report	\$ 11,444.00	1	\$ 10,404.00	\$ 11,444.00
MCE Quality Rating System (QRS)				
Work Plan	\$ 3,121.00	1	\$ 3,121.00	\$ 3,121.00
MCE's Electronic Score(s) Evaluation	\$ 6,242.00	8	\$ 49,936.00	\$ 49,936.00
Individual Plan and Summary Results	\$ 6,242.00	3	\$ 18,726.00	\$ 18,726.00
Provider Satisfaction Survey (For evaluation purposes only, assume a sample size of 7,000 providers)				
Executive Summary Report	\$ 5,202.00	1	\$ 5,202.00	\$ 5,202.00
Full Report of Findings	\$ 98,838.00	1	\$ 98,838.00	\$ 98,838.00
Performance Improvement Project (PIP) Validation(s)				
PIP Report(s)	\$ 5,202.00	36	\$ 161,262.00	\$ 187,272.00
Network Adequacy and Availability Validation - Provider Directory Accuracy *equates to conducting weekly surveys or quarterly Surveys*				
Final Audit Report	\$ 27,467.00	4	\$ 49,940.00	\$ 109,868.00
Network Adequacy and Availability -Provider Access Surveys* *equates to conducting 2 semi-annual surveys or 4 quarterly surveys*				
Report(s) of Survey Findings	\$ 29,964.00	4	\$ 99,880.00	\$ 119,856.00
Survey Raw Data	\$ 624.00	4	\$ 2,080.00	\$ 2,496.00
Network Adequacy and Availability –Performance Measures Calculation and Reporting				
Statewide Report	\$ 12,485.00	1	\$ 10,404.00	\$ 12,485.00
Readiness Review(s)				
Final Readiness Report(s)	\$ 38,495.00	6	\$ 269,465.00	\$ 230,970.00
Compliance Review(s)				
Comprehensive Reviews	\$ 37,000.00	9	\$ 296,000.00	\$ 333,000.00
Targeted Reviews	\$ 18,727.00	6	\$ 149,816.00	\$ 112,362.00
Executive Summary Report	\$ 4,162.00	9	\$ 24,972.00	\$ 37,458.00
EDR Technical Report				

Annual Technical Report (s)	\$ 9,364	11	\$ 84,276.00	\$ 103,004.00
<i>Medicaid Managed Care Quality Strategy Evaluation</i>				
Evaluation Methodology Tool	\$ 5,202.00	1	\$ 5,202.00	\$ 5,202.00
Final Evaluation Report	\$ 27,050.00	1	\$ 27,050.00	\$ 27,050.00
<i>Quality Companion (QC) Guide</i>				
Comprehensive Guide	\$ 6,239.00	1	\$ 6,239.00	\$ 6,239.00
<i>Behavioral Health Member Satisfaction Survey (For evaluation purposes only, assume a sample size of 1,800 adults and 1,800 children from each)</i>				
Executive Summary Report	\$ 11,237.00	1	\$ 9,364.00	\$ 11,237.00
Full Report of Findings	\$ 234,714.00	1	\$ 195,595.00	\$ 234,714.00
<i>Assessment and Evaluation Activities for 1215 Demonstration Waivers</i>				
Evaluation Design	\$ 10,000.00	0	\$ 10,000.00	\$ -
Mid-Point Assessment	\$ 50,000.00	0	\$ 50,000.00	\$ -
Interim and Summative Evaluation Report	\$ 135,000.00	0	\$ 135,000.00	\$ -
<i>Case Management Performance Evaluation</i>				
Full Report	\$ 15,606.00	8	\$ 124,848.00	\$ 124,848.00
COST AMOUNT (sum of total cost above)=			\$ 2,070,327.00	\$ 2,038,636.00

Year One: March 1, 2023 to February 29, 2024						
Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost	
6.2.11.3 AD-HOC Technical Assistance	VP Managed Care, Director, Medical Director, Asst. Director, Sr. Analyst, Sr. Research	\$ 177.00	200	QI and performance measurement expertise including certified HEDIS auditor, subject matter expert – performance measurement	\$35,400.00	
6.2.11.4.1 Conduct Focus Studies	VP Managed Care, Director, Medical Director, Asst. Directors, Clinical Analyst, Project Manager, Technical Writer	\$ 157.00	300	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 47,100.00	
6.2.11.4.2 Validation of Encounter Data	Director, Asst. Director, Project Manager	\$ 175.00	250	Data management, validation and reporting expertise, analytic support, programmers	\$ 43,750.00	
6.2.11.4.3 Administration or Validation of Consumer or Provider Survey	Director, Medical Director, Asst. Director	\$ 157.00	120	Clinicians, subject matter expert – survey management, certified HEDIS auditor	\$ 18,840.00	
6.2.11.4.4 Conduct and Facilitate performance improvement projects	VP Managed Care, Director, Medical Director, Asst. Directors, Project Manager	\$ 157.00	225	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 35,325.00	
6.2.11.4.5 Calculation of Performance Measures	Directors, Medical Director, Asst. Director, Project Manager	\$ 175.00	100	Clinicians, QI and performance measurement expertise, programmers	\$ 17,500.00	
6.2.11.4.6 Developing and Monitoring Corrective Action Plans	VP Managed Care, Director, Medical Director, Asst. Director	\$ 140.00	60	QI expertise, administrative support	\$ 8,400.00	
6.2.11.4.7 Produce Additional reports at the request of LDH	Director, Asst. Directors, Project Manager	\$ 137.00	70	QI expertise, analytic support, programmers	\$ 9,590.00	
6.2.11.4.8 Validation of Network Adequacy	Directors, Asst. Director, Project Manager	\$ 157.00	50	Subject matter expert – provider network measurement and validation, statistical and analytic support, programmers	\$ 7,850.00	
6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health	VP Managed Care, Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 127.00	270	Subject matter expert – behavioral health, clinicians, QI expertise, statistical and analytic support	\$ 34,290.00	
6.2.11.4.10 Behavioral Health Provider Sample Selection for QM Audits	Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 150.00	40	Clinicians, QI expertise, statistical and analytic support	\$ 6,000.00	
6.2.11.4.11 MCE Independent Assessments	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 175.00	270	Staff with expertise in data management, program design and evaluation, methodology development/study design, data analysis, reporting, and analytic support	\$ 47,250.00	
6.2.14.1 Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 175.00	500	Staff with expertise in data management, program design and evaluation, methodology development/study design, summary report of data analysis, reporting, and analytic support	\$ 87,500.00	
6.2.14.2 Health Disparities Study Supplemental Activity- Pilot Study	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 175.00	250	Staff with expertise in calculation methods, pilot studies, data management, program design and evaluation, data analysis, reporting, and analytic support	\$ 43,750.00	
COST AMOUNT (sum of total cost above)				442,545.00		

Year Two: March 1, 2024 to February 28, 2025						
Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost	
6.2.11.3 AD-HOC Technical Assistance	VP Managed Care, Director, Medical Director, Asst. Director, Sr. Analyst, Sr. Research	\$ 182.30	200	QI and performance measurement expertise including certified HEDIS auditor, subject matter expert – performance measurement	\$ 36,460.00	
6.2.11.4.1 Conduct Focus Studies	VP Managed Care, Director, Medical Director, Asst. Directors, Clinical Analyst, Project Manager, Technical Writer	\$ 161.70	300	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 48,510.00	
6.2.11.4.2 Validation of Encounter Data	Director, Asst. Director, Project Manager	\$ 180.30	250	Data management, validation and reporting expertise, analytic support, programmers	\$ 45,075.00	
6.2.11.4.3 Administration or Validation of Consumer or Provider Survey	Director, Medical Director, Asst. Director	\$ 161.70	120	Clinicians, subject matter expert – survey management, certified HEDIS auditor	\$ 19,404.00	
6.2.11.4.4 Conduct and Facilitate performance improvement projects	VP Managed Care, Director, Medical Director, Asst. Directors, Project Manager	\$ 161.60	225	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 36,360.00	
6.2.11.4.5 Calculation of Performance Measures	Directors, Medical Director, Asst. Director, Project Manager	\$ 180.30	100	Clinicians, QI and performance measurement expertise, programmers	\$ 18,030.00	
6.2.11.4.6 Developing and Monitoring Corrective Action Plans	VP Managed Care, Director, Medical Director, Asst. Director	\$ 144.20	60	QI expertise, administrative support	\$ 8,652.00	
6.2.11.4.7 Produce Additional reports at the request of LDH	Director, Asst. Directors, Project Manager	\$ 141.10	70	QI expertise, analytic support, programmers	\$ 9,877.00	
6.2.11.4.8 Validation of Network Adequacy	Directors, Asst. Director, Project Manager	\$ 161.70	50	Subject matter expert – provider network measurement and validation, statistical and analytic support, programmers	\$ 8,085.00	
6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health	VP Managed Care, Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 130.80	270	Subject matter expert – behavioral health, clinicians, QI expertise, statistical and analytic support	\$ 35,316.00	
6.2.11.4.10 Behavioral Health Provider Sample Selection for QM Audits	Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 154.50	40	Clinicians, QI expertise, statistical and analytic support	\$ 6,180.00	
6.2.11.4.11 MCE Independent Assessments	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 180.30	270	Staff with expertise in data management, program design and evaluation, methodology development/study design, data analysis, reporting, and analytic support	\$ 48,681.00	
6.2.14.1 Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 180.30	500	Staff with expertise in data management, program design and evaluation, methodology development/study design, summary report of data analysis, reporting, and analytic support	\$ 90,150.00	
6.2.14.2 Health Disparities Study Supplemental Activity- Pilot Study	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 180.30	250	Staff with expertise in calculation methods, pilot studies, data management, program design and evaluation, data analysis, reporting, and analytic support	\$ 45,075.00	
COST AMOUNT (sum of total cost above)				455,855.00		

Year Three: March 1, 2025 to February 28, 2026						
Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost	
6.2.11.3 AD-HOC Technical Assistance	VP Managed Care, Director, Medical Director, Asst. Director, Sr. Analyst, Sr. Research	\$ 187.80	200	QI and performance measurement expertise including certified HEDIS auditor, subject matter expert – performance measurement	\$ 37,560.00	
6.2.11.4.1 Conduct Focus Studies	VP Managed Care, Director, Medical Director, Asst. Directors, Clinical Analyst, Project Manager, Technical Writer	\$ 166.60	300	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 49,980.00	
6.2.11.4.2 Validation of Encounter Data	Director, Asst. Director, Project Manager	\$ 185.70	250	Data management, validation and reporting expertise, analytic support, programmers	\$ 46,425.00	
6.2.11.4.3 Administration or Validation of Consumer or Provider Survey	Director, Medical Director, Asst. Director	\$ 166.60	120	Clinicians, subject matter expert – survey management, certified HEDIS auditor	\$ 19,992.00	
6.2.11.4.4 Conduct and Facilitate performance improvement projects	VP Managed Care, Director, Medical Director, Asst. Directors, Project Manager	\$ 166.60	225	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 37,485.00	
6.2.11.4.5 Calculation of Performance Measures	Directors, Medical Director, Asst. Director, Project Manager	\$ 185.70	100	Clinicians, QI and performance measurement expertise, programmers	\$ 18,570.00	
6.2.11.4.6 Developing and Monitoring Corrective Action Plans	VP Managed Care, Director, Medical Director, Asst. Director	\$ 148.50	60	QI expertise, administrative support	\$ 8,910.00	
6.2.11.4.7 Produce Additional reports at the request of LDH	Director, Asst. Directors, Project Manager	\$ 145.30	70	QI expertise, analytic support, programmers	\$ 10,171.00	
6.2.11.4.8 Validation of Network Adequacy	Directors, Asst. Director, Project Manager	\$ 166.60	50	Subject matter expert – provider network measurement and validation, statistical and analytic support, programmers	\$ 8,330.00	
6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health	VP Managed Care, Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 134.70	270	Subject matter expert – behavioral health, clinicians, QI expertise, statistical and analytic support	\$ 36,369.00	
6.2.11.4.10 Behavioral Health Provider Sample Selection for QM Audits	Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 159.10	40	Clinicians, QI expertise, statistical and analytic support	\$ 6,364.00	

6.2.11.4.11 MCE Independent Assessments	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 185.70	270	Staff with expertise in data management, program design and evaluation, methodology development/study design, data analysis, reporting, and analytic support	\$ 50,139.00
6.2.14.1 Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 185.70	500	Staff with expertise in data management, program design and evaluation, methodology development/study design, summary report of data analysis, reporting, and analytic support	\$ 92,850.00
6.2.14.2 Health Disparities Study Supplemental Activity- Pilot Study	Executive Technical Director; Director, DSAA Analytics; Senior Data Scientist; Senior Analyst; Analyst; Analytics Manager	\$ 185.70	250	Staff with expertise in calculation methods, pilot studies, data management, program design and evaluation, data analysis, reporting, and analytic support	\$ 46,425.00
COST AMOUNT (sum of total cost above)				469,570.00	

HSAG Proposed Total Cost for all 3 years (Fixed Rate Deliverables + Technical Assistance and Optional Activities Hourly Rate) \$ 6,997,377.00

LDH-HSAG Agreed Changes Total Cost =

\$ 6,782,194.00

TOTAL CONTRACT COST (Not to Exceed)

\$6,782,194.00

Additional Terms of Payment

LDH reserves the right to adjust the Contract Year Payment based on the number and type of managed care entity in effect at the time. The Contract payments will be determined by multiplying the unit of deliverables times the unit cost for each deliverable. The base monthly contract amount will be paid upon submission of invoice and required work plan showing status and satisfactorily meeting deliverables. The Contractor is responsible for all travel costs. Contractor shall submit all invoices electronically to LDH Designee.

Retainage

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within sixty (60) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

Revised Nov. 2022

Attachment C: Diversity and Inclusion
Contractor: EQRO RFP # 3000017943 HSAG
PO#: 2000773152

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.



Exhibit 1 Signatory
 Authority Letter
 Contractor: EQRO HSAG
 PO#:2000773152

January 4, 2022

Deonne Bailey
 Louisiana Department of Health
 Bureau of Health Services Financing
 628 N. 4th Street, 7th Floor
 Baton-Rouge, Louisiana 70802

**Subject: Request For Proposals For External Quality Review Organization (EQRO);
 RFP #: 3000017943**

Dear Ms. Bailey:

Health Services Advisory Group, Inc. (HSAG), is pleased to submit its proposal to the State of Louisiana Department of Health, Bureau of Health Services Financing, Request for Proposals For External Quality Review Organization (EQRO).

In accordance with RFP Section 2.15.4.1 Cover Letter, this Transmittal Letter provides the following required information:

Requirement	Response		
1. Location of administrative office with full time personnel:	<u>Phoenix Office</u> (Corporate) 3133 East Camelback Road, Suite 140 Phoenix, AZ 85016	<u>Florida Office</u> 3000 Bayport Drive, Suite 300 Tampa, FL 33607	<u>Hawaii Office</u> Campbell Square 1001 Kamokila Blvd. Kapolei, HI 96707
2. Name and address of corporate principal officer registered with the Secretary of State:	Mary Ellen Dalton, PhD, MBA, RN President and Chief Executive Officer 3133 East Camelback Road, Suite 140 Phoenix, AZ 85016		
3. Name and address for purposes of issuing checks and/or drafts:	Joellen Tenison, MBA, CPA, BS Chief Financial Officer 3133 East Camelback Road, Suite 140 Phoenix, AZ 85016		
4. Names and addresses of principle owners who hold five percent (5%) interest or more in the corporation:	Mary Ellen Dalton, PhD, MBA, RN President and Chief Executive Officer 3133 East Camelback Road, Suite 140 Phoenix, AZ 85016	Joellen Tenison, MBA, CPA, BS Chief Financial Officer 3133 East Camelback Road, Suite 140 Phoenix, AZ 85016	
5. Name and address of local representative:	HSAG does not have a local representative		
6. If any of the planned personnel is a current Louisiana State employee, or was employed within the	None of the personnel proposed by HSAG for this contract are currently nor have they been a Louisiana State employee within the past two (2) years.		

Page 2 of 2
 Mr. Deonne Bailey
 January 4, 2022

Requirement	Response
past two (2) years, provide a listing to include the employee name, State agency, and last date of employment:	
7. Proposer's state and federal tax identification numbers, LaGov vendor number, and Louisiana Department of Revenue number:	<p>Arizona State Tax ID Number: 01495496</p> <p>Federal Tax ID Number: 86-0440007</p> <p>LaGov Vendor Number: V31004998901</p> <p>Louisiana Department of Revenue (LDR) Number: 7638059-001</p>
8. A summary of whether Proposer meets mandatory and preferred qualifications to propose;	<p>HSAG meets all the mandatory and preferred qualifications to propose as listed in Section 1.5 of the RFP. HSAG has over 20 years of experience performing EQRO functions for MCOs/MCEs, PIHPs, and PAHPs. CMS recognizes HSAG as an EQRO as confirmed in <i>CMS' Table 1. External Quality Review Organizations with State Medicaid or CHIP Contracts, 2020-2021 Reporting Cycle</i>, shown in Appendix 1. HSAG is the largest, most experienced EQRO in the nation with expert staff who have years of experience working with Medicaid programs. We are knowledgeable about all of the CMS mandatory and optional EQRO requirements and are ready to begin work upon contract award.</p>

HSAG's proposal is valid for a period of ninety (90) calendar days from the date of receipt.

HSAG has reviewed and agrees to comply with the Contract terms as defined in the RFP and has no exceptions or modifications to the Contract.

HSAG acknowledges Addendum #1 posted 11/19/2021; and Addendum #2 including Answers to Questions posted 12/14/2021.

Please do not hesitate to contact me, the authorized person for contract negotiations, if you have any questions or require any additional information regarding this proposal. I can be reached at 602.801.6701 or mdalton@hsag.com.

Sincerely,



Mary Ellen Dalton, PhD, MBA, RN
 President and Chief Executive Officer



Health Services Holdings, Inc. Corporate Resolution of Signing Authority

Resolution that Mary Ellen Dalton, PhD, MBA, RN, President and Chief Executive Officer, be hereby authorized to sign, initial, accept or execute all documents in connection with conducting business on behalf of Health Services Advisory Group, Inc., a wholly owned subsidiary of Health Services Holdings, Inc.

The undersigned hereby certifies that the undersigned is the duly elected, qualified, acting and hereunto authorized secretary of the Corporation and that the above resolution is true and correct.

Certification

The undersigned hereby certifies that the undersigned is the duly elected, qualified, acting and hereunto authorized secretary of the Corporation and that the above resolution is true and correct.

IN WITNESS WHEREOF, the undersigned has signed this certificate as of December 15, 2021



Joellen Tenison, Secretary



Exhibit 2 Resumes
HSAG EQRO RFP
#3000017943
PO# 2000773152

Appendix 9: HSAG Key Personnel Resumes



Thomas Miller, MA, BS, CHCA Practice Leader & Executive Director, Audit Operations

Qualification Highlights

Mr. Miller has more than 20 years of experience in healthcare operations, data analysis, healthcare information technology, and auditing across a variety of healthcare delivery systems and payers. He serves as a subject matter expert on Medicaid managed care and fee-for-service programs, pharmacy operations and pharmacy benefit management, disease management, claims and encounter processing, and healthcare auditing services. Mr. Miller is experienced in managing external quality review (EQR) services and working with federal and state agencies, health plans, and community stakeholders to evaluate, measure, and improve healthcare services and programs. His expertise includes overall contract and client management, business development, and management of EQR and non-EQR activities including compliance and operational readiness reviews, information systems capabilities assessments (ISCA), program evaluations, quality strategy development and assessment, performance measure validation audits and calculation (Healthcare Effectiveness Data and Information Set [HEDIS[®]],¹ Adult and Child Medicaid Core Measures), performance improvement projects (PIPs), healthcare surveys, provider profiles, and data mining and analysis.

He is adept at translating quantitative and qualitative research into operational goals, standards, and improvement activities. Mr. Miller is also a National Committee for Quality Assurance (NCQA) Certified HEDIS Compliance Auditor (CHCA).

Relevant Experience

HSAG, Executive Director, State & Corporate Services (S&CS): Mr. Miller is currently responsible for managing HSAG's EQR services for the State of Oregon. His responsibilities include overall contract and client management, and oversight of all EQR and non-EQR activities including compliance monitoring and readiness reviews, ISCA's, delivery system network evaluations, mental health parity evaluations, and production of the annual technical report. Mr. Miller also provides subject matter expertise and technical assistance to the Oregon Health Authority in performance measure validation and calculation (HEDIS, Adult and Child Medicaid Core Measures), PIPs, healthcare surveys, compliance monitoring reviews, program evaluations, provider profiles, and data mining.

Mr. Miller was previously responsible for managing EQR and Medicaid analytic services as the executive director of HSAG's Hawaii EQRO (2017–2019) and Arkansas' Data Mining and Program Evaluation (2011–2017) contracts. He was also instrumental in the implementation and management of several special projects.

HSAG, Practice Leader & Executive Director, Audit Operations: Mr. Miller recently served as HSAG's Audits Team operational lead, accountable for the management and oversight of all audit lines of business including HEDIS Compliance Audit^{TM,2} services, AMP (Align. Measure. Perform.) Audit Review^{TM,3} audit services, performance measure validation, CMS data

¹ HEDIS[®] is a registered trademark of the National Committee for Quality Assurance (NCQA).

² HEDIS Compliance AuditTM is a trademark of NCQA.

³ AMP Audit ReviewTM is a registered trademark of NCQA.



validation for Medicare Part C and Part D, and information systems assessment/readiness reviews for EQR and private clients. His responsibilities included contract and client management along with being the technical lead and division trainer for HSAG's auditing services. Mr. Miller worked with Audits Team staff members to enhance operations, incorporate process improvements, and develop and implement a comprehensive training program.

HSAG, Executive Director, S&CS: Previously, Mr. Miller also served as the executive director of HSAG's State Analytics Team, where he provided oversight of EQR Medicaid evaluation and analytic activities and was responsible for the oversight of HSAG analysis activities and staff members, including coordinating all analytic activities; implementing quality control processes; as well as training, mentoring, and oversight of analysis. This included presenting findings and analytic interpretations in reports, graphs, and charts. Mr. Miller continues to provide research leadership, analytical expertise, technical interpretive writing, and mentoring for the analytic staff members at HSAG.

HSAG, Director, S&CS Analysis: Mr. Miller was responsible for coordinating HSAG analytic activities, including study design, analysis, and interpretations. He was also responsible for oversight and training of S&CS analysts and quality control process implementation.

HSAG, Senior Healthcare Analyst, Surveys, Research, and Analysis: Mr. Miller was responsible for the scientific soundness of study design, analysis, and interpretations of a variety of healthcare studies.

AdvancePCS, Senior Research Analyst: As a member of the Customer & Quality Research Division, Mr. Miller designed, implemented, and managed sampling protocols for internal and external customer satisfaction projects. He performed all aspects of the survey process including sampling, data management, analysis, and reporting. Mr. Miller also conducted cross-sectional and longitudinal retrospective database analyses using pharmaceutical and medical claims data and provided analytical, methodological, and statistical consulting and support for internal and external research projects.

Professional History

HSAG, Phoenix, Arizona: Practice Leader & Executive Director, Audit Operations (10/2019–present); Executive Director, S&CS (11/2007–09/2019); Director, S&CS Analysis (03/2004–11/2007); Senior Healthcare Analyst, Surveys, Research, and Analysis (12/2003–03/2004); 12/2003–present

AdvancePCS, Scottsdale, Arizona: Senior Research Analyst; 02/2001–12/2003

Southwest Catholic Health Network, Phoenix, Arizona: Research Analyst, Department of Research and Evaluation; 02/1999–02/2001

Education

Master of Arts, Sociology, University of Cincinnati, Cincinnati, Ohio, 1999

Bachelor of Science, Sociology and Psychology, Northern Arizona University, Flagstaff, Arizona, 1996

Certifications

NCQA Certified HEDIS Compliance Auditor (CHCA)



Medicaid Projects of Similar Scope and Size:

As the Executive Director in support of HSAG's EQRO contracts in Hawaii and Oregon, Mr. Miller's responsibilities include the implementation, oversight, and leadership of EQRO activities, including direct management of mandatory and optional EQR activities for a variety of health plan types (e.g., MCOs, PIHPs, and PAHPs). Mr. Miller also serves as a subject matter expert on Medicaid programs, health plan operations and regulatory compliance, performance measurement, and quality improvement; providing ongoing technical assistance to state Medicaid agents, health plans, and community stakeholders.

Below are references who can attest to Mr. Miller's competence and skill level for the cited projects.

Reference #1			
Contract:	State of Oregon, EQRO		
Related EQR Task(s)	EQRO Contract Management, Compliance Reviews, Readiness Reviews, Network Adequacy and Delivery System Network Evaluation, Information Systems Capabilities Assessments, and Technical Assistance		
Name:	Veronica Guerra,		
Title:	Quality Assurance and Contract Oversight Manager		
Company*:	Oregon Health Authority, Health Systems Division		
Email:	Veronica.Guerra@dhoa.state.or.us	Phone #:	503.437.5614
Reference #2			
Contract:	State of Hawaii, EQRO		
Related EQR Task(s)	EQRO Contract Management, Compliance Reviews, HEDIS Audits and Performance Measure Validation, and Technical Assistance		
Name:	Priscilla Thode		
Title:	CMCS Administrator, Contract Speciality		
Company*:	Department of Human Services, Med-QUEST Division		
Email:	pthode@dhs.hawaii.gov	Phone #:	808.692.8129

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.



Georgia Wilkison, BSN, RN, CPC Project Manager II, State & Corporate Services

Qualification Highlights

Ms. Wilkison has 25 years of experience in clinical nursing and leadership, including hospice and palliative care, internal and external auditing, and regulatory compliance. She has experience working with state Medicaid and Children's Health Insurance Program managed care programs and health plans on external quality review (EQR) activities to improve healthcare services and programs. Her expertise includes overall client and contract management and conducting EQR activities, including performance improvement project (PIP) reviews, compliance reviews, clinical focus studies, encounter data validation (EDV), and medical record review (MRR). Ms. Wilkison is also certified as a professional coder by the American Academy of Professional Coders.

Relevant Experience

HSAG, Project Manager II, State & Corporate Services (S&CS): Ms. Wilkison is responsible for daily project management of contractual requirements for EQR services for the State of Oregon. She maintains working knowledge of customer requirements and facilitates process changes, as necessary. Her responsibilities include coordination of Oregon EQR activities, including compliance monitoring reviews, network adequacy and delivery system network evaluations, PIPs, EDV, mental health parity evaluations, and annual technical report production. Ms. Wilkison analyzes and evaluates health plan compliance with federal and State requirements during annual compliance monitoring reviews and provides subject matter expertise and technical assistance to the Oregon Health Authority and health plans in meeting and sustaining compliance with regulatory standards.

Qlarant Quality Solutions, Inc., Project Manager II, EQR: Ms. Wilkison provided daily oversight and management of contractual requirements with the Department of Health Care Finance (DHCF) in the District of Columbia. She maintained working knowledge of customer needs, deliverables, resource requirements, and budget management. Ms. Wilkison provided technical oversight to all phases of project planning, implementation, and management of deliverables. She monitored and adhered to cost projections and continuously explored operational efficiencies. Ms. Wilkison worked directly with the DHCF client administrator to ensure all aspects of the contract were met as specified in the scope of work. She collaborated with DHCF to design and adapt processes and deliverables to meet changing needs. Ms. Wilkison also facilitated biweekly meetings with the DHCF client administrator to provide project updates and submitted monthly written reports outlining completed and upcoming tasks. She developed subcontractor agreements consistent with contract requirements and provided oversight of all subcontractor work performed. Ms. Wilkison analyzed and evaluated managed care organization (MCO) compliance with federal and state requirements during annual on-site reviews. She provided ongoing guidance and education to MCOs regarding policy revisions and development to meet and maintain regulatory compliance and identify program vulnerabilities. Ms. Wilkison assisted MCOs with development of corrective action plans and monitored MCO progress with meeting and maintaining sustained compliance with regulatory standards. She conducted PIP validation, EDV, network adequacy validation, and clinical quality focus studies. Ms. Wilkison developed technical reports for all EQR activities to meet contract deliverables and



customer requirements. She responded to requests for technical assistance and provided technical support to customers and MCOs across all external quality review organization (EQRO) contracts while maintaining a collaborative relationship with customers and MCOs to achieve meaningful results. Ms. Wilkison served as a clinical consultant for the EQRO contract with skilled nursing facilities (SNFs), conducting mock surveys to assess facility compliance. She provided education to SNF staff at the administrative and departmental levels. Ms. Wilkison participated in new business proposal development. Additionally, Ms. Wilkison provided direct supervision, coaching, coordination, and evaluation of EQRO staff and subcontractors.

Qlarant Quality Solutions, Inc., Claims Analyst II, Audit Medicaid Integrity Contractor

(MIC): Ms. Wilkison reviewed Explanation of Benefits cases; beneficiary, provider, and pharmacy cases for drug seeking, drug selling, beneficiary, and other potential overpayment; and fraud, waste, and abuse. She completed desk reviews and field audits to meet applicable contract requirements and to identify evidence of potential overpayment or fraud. Ms. Wilkison provided guidance to providers during field audits regarding policy development to identify program vulnerabilities and ensure proper billing practices. She effectively identified and resolved claims issues and determined root causes. Ms. Wilkison participated in internal and external focus groups and other projects. She identified potential fraud and reported findings to audit and management teams. Ms. Wilkison developed an audit test plan and methodology used for general inpatient hospice facility audits. She presented clinical and data analysis findings to state representatives. Additionally, Ms. Wilkison developed a formal mentoring process for newly hired claims analysts to increase their knowledge of the medical review process/criteria and ensure consistency among reviewers.

Compass Regional Hospice, Quality Manager/Clinical Staff Development Specialist:

Ms. Wilkison monitored patient clinical records concurrently and retrospectively to collect and report quality measure data required to maintain compliance with the Centers for Medicare & Medicaid Services Hospice Quality Reporting Program. She led the Quality Assessment Performance Improvement Committee and was influential in major organizational decisions through senior management team participation and coordinated data collection used for benchmarking. Ms. Wilkison assessed, planned, implemented, and evaluated the organization's performance improvement programs and facilitated performance improvement studies. She assisted department leads in identifying the needs of and resources for Compass Regional Hospice and in formulating and developing organizational goals and plans; she also served as the compliance officer, privacy officer, and risk manager. Ms. Wilkison reviewed, revised, and implemented policies and procedures to maintain compliance with State and federal regulations and The Joint Commission standards, and she coordinated staff training and education activities throughout the organization. She assured policy and regulatory compliance with the conversion of the hospice center's residential beds from routine level of care to general inpatient level of care. Additionally, Ms. Wilkison participated on the Regulatory Committee for the Hospice and Palliative Care Network of Maryland.

Compass Regional Hospice, Director of Clinical Services: Ms. Wilkison was responsible for ensuring the quality and safe delivery of hospice services that reflected the hospice's philosophy and standard of care. She planned, developed, implemented, and evaluated hospice services, programs, and activities. Ms. Wilkison negotiated required contracts and provided oversight to



contract provisions. She promoted an agency environment that was compliant with federal, State, and local regulatory health and safety standards. Ms. Wilkison maintained appropriate staffing levels of qualified personnel to meet the highest standards of quality. She provided direct oversight to the planning, building, staffing, and provision of care for the six-bed residential hospice center. Ms. Wilkison reviewed, revised, and implemented policies and procedures to maintain compliance with State and federal regulations and The Joint Commission standards. She participated in public relations and community activities building awareness and increasing access to hospice care in the community. Additionally, Ms. Wilkison established collaborative relationships with assisted living facilities and long-term care facilities, increasing resident access to hospice care.

Hospice of the Chesapeake, Nurse Case Manager: Ms. Wilkison was responsible for the caseload of terminally ill patients in a home hospice setting. She provided direct care and support to patients and families. Ms. Wilkison developed and implemented care plans, which included short- and long-term goals. Additionally, Ms. Wilkison coordinated other disciplines as appropriate.

Johns Hopkins Bayview Medical Center, Newborn/Neonatal Care Nursery Nurse: Ms. Wilkison provided direct care to healthy, premature, and critically ill neonates. She educated parents regarding care of healthy as well as premature/special needs infants. Additionally, she gained extensive experience caring for withdrawing neonates and performing neonatal abstinence scoring.

Johns Hopkins Bayview Medical Center, Medical Surgical Nurse: Ms. Wilkison provided direct care to acutely ill patients within a busy medical/surgical unit, with a caseload of approximately 10 to 12 patients. She assumed charge nurse responsibilities.

Professional History

HSAG, Phoenix, Arizona: Project Manager II, S&CS; 06/2021–present

Qlarant Quality Solutions, Inc., Easton, Maryland: Project Manager II, EQR (02/2017–06/2021); Claims Analyst II, Audit Medicaid Integrity Contractor (MIC) (05/2015–02/2017); 05/2015–06/2021

Compass Regional Hospice, Centreville, Maryland: Quality Manager/Clinical Staff Development Specialist (11/2008–05/2015); Director of Clinical Services (09/2002–11/2008); 09/2002–05/2015

Hospice of the Chesapeake, Pasadena, Maryland: Nurse Case Manager; 03/2001–09/2002

Johns Hopkins Bayview Medical Center, Baltimore, Maryland: Newborn/Neonatal Intensive Care Nursery Nurse (11/1997–03/2001); Medical Surgical Nurse (11/1996–11/1997); 11/1996–03/2001

Education & Training

Bachelor of Science, Nursing, Villa Julie College, Stevenson, Maryland, 1996

Licenses

Registered Nurse, State of Maryland, 1996



Certifications

Certified Professional Coder, 2016–present

Professional Organizations

American Academy of Professional Coders, 2016

Hospice Administrator Certificate Program, 2005

National Healthcare Association for Healthcare Quality Training Program, 2012

Certified Professional in Healthcare Quality, 2021

Medicaid Projects of Similar Scope and Size:

As the project manager for the Oregon EQRO contract, Ms. Wilkison’s responsibilities include day-to-day coordination and oversight of mandatory and optional EQR activities for the health plans contracted with the Oregon Health Authority (OHA). Ms. Wilkison also provides subject matter expertise and technical assistance to the OHA and health plans in meeting compliance with regulatory standards.

Ms. Wilkison was previously responsible for managing EQR services as the project manager for the District of Columbia EQRO (2017–2021).

Below are references who can attest to Ms. Wilkison’s competence and skill level for the cited projects.

Reference #1			
Contract:	State of Oregon, EQRO		
Related EQR Task(s)	EQRO Contract Management, Compliance Reviews, Network Adequacy and Delivery System Network Evaluation, and Technical Assistance		
Name:	Veronica Guerra		
Title:	Quality Assurance and Contract Oversight Manager		
Company*:	Oregon Health Authority, Health Systems Division		
Email:	Veronica.Guerra@dhoha.state.or.us	Phone #:	503.437.5614
Reference #2			
Contract:	District of Columbia, EQRO		
Related EQR Task(s)	EQRO Contract Management, Compliance Reviews, Readiness Reviews, Network Adequacy and Delivery System Network Evaluation, Information Systems Capabilities Assessments, and Technical Assistance		
Name:	Serina Kavanaugh		
Title:	Management Analyst, Division of Quality and Health Outcomes		
Company:	Department of Health Care Finance, 441 4th St. NW, Washington, DC 20001		
Email:	Serina.Kavanaugh@dc.gov	Phone #:	707.365.4839

* See HSAG’s EQR State Profiles in Appendix 4 for specific mailing address information.



Elisabeth Hunt, MHA, CPCS, CHCA, BS

Executive Director, Data Science & Advanced Analytics Management

Qualification Highlights

Ms. Hunt has over 20 years of healthcare industry experience, with expertise in senior management and operations of healthcare delivery systems. She has 14 years of experience in healthcare auditing and evaluation; is skillful in healthcare credentialing, quality improvement, compliance, and contracting; and is an expert in review and interpretation of state and federal regulations, Centers for Medicare & Medicaid Services (CMS) policies, Medicare and Medicaid programs, and National Committee for Quality Assurance (NCQA) requirements.

Relevant Experience

HSAG, Executive Director, Data Science & Advanced Analytics (DSAA) Management: Ms. Hunt provides oversight for the DSAA Audits Team and the NORC subcontract, coordinating internal and external resources to achieve contract goals, objectives, and activities. She is the regulatory subject matter expert (SME) providing leadership and direction for related activities consistent with overall company objectives, and she is responsible for accurate and timely deliverables and day-to-day operational activities. Ms. Hunt is responsible and accountable for tracking and monitoring the progress of projects and tracking project-specific expenses and revenues. She leads performance measure validation, independent assessments, and program evaluations, and serves as the Audits Team SME for a variety of performance measures associated with healthcare policy and health plan operations leading Healthcare Effectiveness Data and Information Set (HEDIS®)¹ Compliance Audits^{TM2} and AMP [Align. Measure. Perform.] Audit Reviews^{TM3}. She interviews, hires, evaluates, and counsels staff members; develops staff training based on needs assessments; develops reports, proposals, and project budgets; and acts as a liaison between customer representatives and HSAG project staff members, ensuring that reports are reliable, valid, and appropriate for the intended audience.

HSAG, Executive Director, State & Corporate Services (S&CS): Ms. Hunt was responsible for the external quality review organization (EQRO) contract in Ohio, coordinating internal and external resources to achieve the contract goals and objectives. Contracted activities included leading and supporting activities for the Ohio Department of Medicaid and managed care plans that provided both physical and behavioral healthcare to members. She provided leadership and direction for related activities consistent with overall company objectives and was responsible for accurate and timely deliverables and day-to-day operational activities. Ms. Hunt oversaw staff members and developed staff training, reports, proposals, and project budgets and acted as a liaison between customer representatives and HSAG project staff members.

HSAG, Director, S&CS: Ms. Hunt was responsible for the EQRO contract in Ohio, coordinating internal and external resources to achieve the contract goals, objectives, and activities. She provided leadership and direction for related activities consistent with overall

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company objectives and was responsible for accurate and timely deliverables and day-to-day operational activities.

Molina Healthcare of Ohio, Inc., Associate Vice President, Healthcare Services Operations:

Ms. Hunt directed a team of 500+ employees who performed clinical auditing, care coordination, case management, and utilization management of over 330,000 Ohio beneficiaries across all government-funded healthcare programs.

Molina Healthcare of Ohio, Inc., Interim Vice President, Healthcare Services: Ms. Hunt led health plan teams in achieving multiple program improvements in 2014, 2015, and 2016 and led the integration of new populations into managed care, while overseeing clinical auditing.

Molina Healthcare of Ohio, Inc., Compliance Director/Officer: Ms. Hunt was responsible for all aspects of Molina's compliance program, based on the Office of Inspector General effective elements of a compliance program. Ms. Hunt led all internal audits whose standards were based on CMS policies and regulations and Medicare and Medicaid program requirements and assisted with implementation of the Health Insurance Exchange.

Molina Healthcare of Ohio, Inc., Quality Improvement Manager: Ms. Hunt was responsible for all health plan provider credentialing processes, policies, and procedures and all quality of care and quality of service provider investigations, including medical record review processes and credentialing audits.

Molina Healthcare of Ohio, Inc., Delegation Oversight/Subcontracts Manager: Ms. Hunt created and implemented the Delegation Oversight Program in its entirety, managing and auditing 15 delegated entities.

Molina Healthcare of Ohio, Inc., Lead Credentialing Specialist: Ms. Hunt implemented process efficiencies that ensured 100 percent compliance with NCQA credentialing standards.

Professional History

HSAG, Columbus, Ohio: Executive Director, DSAA Management (02/2019–present); Executive Director/Director, S&CS (07/2018–02/2019); Director, S&CS (08/2017–06/2018); 08/2017–present

Molina, Columbus, Ohio: Associate Vice President, Healthcare Services Operations (09/2013–08/2017); Interim Vice President, Healthcare Services (10/2015–03/2017); Compliance Director/Officer (11/2011–10/2013); Quality Improvement Manager (02/2010–11/2011); Delegation Oversight/Subcontracts Manager (02/2008–02/2010); Lead Credentialing Specialist (10/2006–02/2008); 10/2006–08/2017

Nationwide Health Plans, Dublin, Ohio: Senior Credentialing/Team Lead (03/2004–10/2006); Business Analyst (02/2002–03/2004); Administrative Assistant (10/2000–02/2002); 10/2000–10/2006

Education

Master of Health Administration, summa cum laude, Trident University International, Cypress, California, 2018

Bachelor of Science, magna cum laude, The Ohio State University, Columbus, Ohio, 1998



Certifications

Certified Provider Credentialing Specialist, 2010

Certified HEDIS Compliance Auditor, 2020

Medicaid Projects of Similar Scope and Size:

As the Executive Director overseeing the Audits Department within DSAA, Ms. Hunt's responsibilities include leading large-scale performance measure validation (PMV) and reporting for a variety of managed care entities (e.g., MCOs, PAHPs, PIHPs, and MMPs). Ms. Hunt specifically leads PMV audits of HEDIS and non-HEDIS measures in support of HSAG's EQRO contracts in Arizona and Michigan. In Arizona, Ms. Hunt project manages PMV of HEDIS and non-HEDIS measures for nine MCOs. Her project management in Arizona includes leading PMV audits and overseeing auditors to ensure consistency in application of audit processes, completion of rate review, identification of audit findings, and summation of results within final audit reports. In Michigan, Ms. Hunt oversees annual PMV of non-HEDIS measures for 10 PIHPs and seven Integrated Care Organizations (Michigan MMPs), and oversees performance measure reporting for two PAHPs and 10 MCOs.

Below are references who can attest to Ms. Hunt's competence and skill level for the cited projects.

Reference #1			
Contract:	State of Arizona, EQRO		
Related EQR Task(s)	Performance Measure Validation		
Name:	Jamie Robin		
Title:	Quality Improvement Manager		
Company*:	Arizona Health Care Cost Containment System		
Email:	Jamie.robin@azahcccs.gov	Phone #:	602.417.4717
Reference #2			
Contract:	State of Michigan, EQRO		
Related EQR Task(s)	Performance Measure Validation and Reporting		
Name:	Katarzyna Roelant		
Title:	Quality Analyst – MI Health Link		
Company*:	Michigan Department of Health and Human Services		
Email:	RoelantK@michigan.gov	Phone #:	517.241.8033

* See HSAG's EQRO State Profiles in Appendix 4 for specific mailing address information.



Kari Pikus, BS

Analytics Manager III, Data Science & Advanced Analytics

Qualification Highlights

Ms. Pikus has more than 13 years of experience managing day-to-day analytic and project-related activities on HSAG's external quality review organization (EQRO) contracts, including Consumer Assessment of Healthcare Providers and Systems (CAHPS®)¹ surveys and performance measure rate reporting for several states. Ms. Pikus coordinates and manages several EQRO projects that evaluate aggregated information on timeliness, access, and quality of healthcare services furnished to Medicaid enrollees. She assists with the day-to-day management, reporting, and data validation of various activities. Through this work, Ms. Pikus has gained a deep understanding of key areas of state Medicaid programs.

Relevant Experience

HSAG, Analytics Manager III, Data Science & Advanced Analytics (DSAA): Ms. Pikus is responsible for day-to-day activities for the CAHPS and other member and provider surveys for several states and brings strong management and coordination skills to the survey activities. Her responsibilities include participation in collaborative team meetings (both internal and external), subcontractor management, contract management, report development, appropriate and accurate reporting of results, ensuring strict adhere to customer timelines, validating reports for accuracy, and ensuring timely receipt of deliverables. She assists customers with designing and conducting surveys using a methodologically sound approach. Ms. Pikus also coordinates receipt of data and analytical activities for the CAHPS surveys. She is responsible for coordinating the receipt of data, secure file transfer and storage, analytical oversight, and reporting of results. Additionally, Ms. Pikus is experienced in creating summary reports containing health plan and program findings.

HSAG, Analytics Manager II, Data Science & Advanced Analytics (DSAA): Ms. Pikus was responsible for day-to-day activities for the CAHPS surveys for several states and brought strong management and coordination skills to the CAHPS activities. Her responsibilities included participation in collaborative team meetings (both internal and external), subcontractor management, report development, appropriate and accurate reporting of results, establishing internal and external timelines, validating reports for accuracy, and ensuring timely receipt of deliverables. She assisted clients with designing and conducting surveys using a methodologically sound approach. Ms. Pikus also coordinated receipt of data and analytical activities for the CAHPS surveys. She was responsible for coordinating the receipt of data, secure file transfer and storage, analytical oversight, and reporting of results. Ms. Pikus had experience creating summary reports containing health plan and program findings.

Additionally, Ms. Pikus oversaw the California Department of Public Health (CDPH) Skilled Nursing Facility (SNF) Quality and Accountability Supplemental Program (QASP) project and the production of an annual report that contained scores of select quality measures at the facility level that the California Department of Health Care Services (DHCS) used to issue incentive payments.

¹ CAHPS® is a registered trademark of the Agency for Healthcare Research and Quality (AHRQ).



HSAG, Analytics Manager I, Analytics & Informatics (A&I): Ms. Pikus coordinated activities for the Agency for Healthcare Research and Quality (AHRQ) Patient Safety Organization Privacy Protection Center (PSOPPC) contract and brought strong management and coordination skills to the project. She provided assistance and project oversight for several key tasks for the AHRQ PSOPPC contract, including Common Formats development and maintenance and expert and stakeholder meeting support. Her responsibilities included participation in collaborative team meetings, appropriate and accurate reporting of results, establishing internal and external timelines, validating reports for accuracy, and ensuring timely receipt of deliverables. Ms. Pikus also coordinated analytical activities for the Quality Improvement Organization (QIO) contract. She was responsible for the day-to-day coordination of data requests and reporting of results for several Centers for Medicare & Medicaid Services (CMS) evaluation metrics, such as reducing healthcare-associated infections and reducing adverse drug events.

HSAG, Informatics Project Coordinator, Informatics: Ms. Pikus directed survey projects, including implementation, project management, reports, and assisting in the development of project timelines. She was also responsible for communicating with subcontractors, project partners, and clients.

Ms. Pikus also coordinated a quality of life (QoL) study for the Aged, Blind, and Disabled (ABD) population that assessed populations' burden of disease and measured the health-related QoL for its members. This study provided the State of Ohio with actionable recommendations for consumers on the health-related QoL. Additionally, Ms. Pikus was responsible for day-to-day activities for the AHRQ PSOPPC contract and provided assistance and project oversight for several key tasks including Common Formats development and maintenance and expert and stakeholder meetings support.

Professional History

HSAG, Phoenix, Arizona: Analytics Manager III, DSAA (07/2020–present); Analytics Manager II, DSAA (07/2016–06/2020); Analytics Manager I, A&I (10/2012–06/2016); Informatics Project Coordinator, Informatics (05/2008–10/2012); 05/2008–present

Bear Stearns Residential Mortgage, Scottsdale, Arizona: Analyst; 11/2006–05/2008

Universal American Mortgage Company, Tempe, Arizona: Loan Processor II, New Home Purchase, Home Equity, & Refinance; 07/2005–11/2006

LoanPro, Horsham, Pennsylvania: Loan Processor, First Mortgage and Home Equity Loans; 07/2004–07/2005

Education & Training

Bachelor of Science, Computer Information Systems, Arizona State University, Tempe, Arizona, 2004

Skills

Microsoft Office: Word, Excel, Visio, PowerPoint, Access, Project, and SharePoint
Programming: SAS



Medicaid Projects of Similar Scope and Size:

As Analytics Manager in support of HSAG's EQRO contracts for Colorado and Hawaii, Ms. Pikus' responsibilities include managing day-to-day activities for the CAHPS and other member and provider surveys. Ms. Pikus provides support to state Medicaid agents with designing and conducting surveys using a methodologically sound approach. In addition, Ms. Pikus handles subcontractor management and is proficient in report development, appropriate and accurate reporting of results, ensuring strict adherence to customer timelines, validating reports for accuracy, and ensuring timely receipt of deliverables. Ms. Pikus also coordinates receipt of data and analytical activities for all survey activities.

Below are references who can attest to Ms. Pikus' competence and skill level for the cited projects.

Reference #1			
Contract:	State of Colorado, EQRO		
Related EQR Task(s)	CAHPS Surveys, ECHO Survey		
Name:	Russell Kennedy		
Title:	Quality Program Manager		
Company*:	Department of Health Care Policy & Financing		
Email:	Russell.kennedy@state.co.us	Phone #:	303.866.3954
Reference #2			
Contract:	State of Hawaii, EQRO		
Related EQR Task(s)	CAHPS Surveys, Provider Survey		
Name:	Diana Jane Cassidy		
Title:	Quality and Member Relations Improvement Section		
Company*:	Department of Human Services, Med-QUEST Division		
Email:	dcassidy@dhs.hawaii.gov	Phone #:	808.692.8178

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.



Erin Knorr, MPH, BS

Associate Director, Data Science & Advanced Analytics

Qualification Highlights

Ms. Knorr has more than nine years of healthcare experience performing analytics activities using a variety of data sources, including claims and encounters, minimum data set, and chart-based data. She has expertise in validating data, developing predictive models, conducting exploratory analyses, and performing Healthcare Effectiveness Data and Information Set (HEDIS®)¹ measure calculations. Over the last eight years, Ms. Knorr has worked with several state Medicaid agencies as part of HSAG's external quality review (EQR) contracts to assess their beneficiaries' access to quality care. She has experience in developing methodology to link disparate data sources that lack a common unique key. She also is well-versed in national hospital quality reporting programs and the data reported as a result of those initiatives.

Relevant Experience

HSAG, Associate Director, Data Science & Advanced Analytics (DSAA): Ms. Knorr provides analytic oversight of various activities in support of EQR contracts for Hawaii, California, Georgia, Illinois, Iowa, Michigan, and Virginia. These activities include methodology development and analysis to support consumer decision support tools as well as analysis of HEDIS data to support states' aggregate and technical reporting needs. For the State of Hawaii contract, she is responsible for production of the rate spreadsheet which contains both Community Care Service and QUEST Integration health plan rates for both HEDIS and non-HEDIS measures along with statewide weighted averages. Additionally, Ms. Knorr assists with the analysis and evaluation of several states' 1115 waiver demonstrations.

HSAG, Senior Data Scientist, DSAA: Ms. Knorr was a lead analyst on the Quality Innovation Network-Quality Improvement Organization (QIN-QIO) 11th and 12th scope of work (SOW) while also providing oversight for the Centers for Medicare & Medicaid Services (CMS) Hospital Outpatient Quality Reporting (OQR) and Inpatient Quality Reporting (IQR) programs. She assisted in the collection and analysis of information for an environmental scan and data report with baseline rates to support the transition to the 12th SOW and also provided analytic oversight to the Hospital Quality Improvement Contract.

HSAG, Senior Healthcare Analyst, DSAA: Ms. Knorr led work on the QIN-QIO 11th SOW. She assisted in creating an annual report summarizing the results for the most recent year of the 11th SOW evaluation metrics. Additionally, Ms. Knorr led the analysis and provided analytic oversight of the CMS Hospital OQR and IQR programs. Ms. Knorr used her knowledge of the Medicaid program to oversee the development of state-specific HEDIS aggregate reports for multiple states as part of HSAG's external quality review organization (EQRO) contracts.

She also conducted statistical analyses for the Standards for Quality Improvement Reporting Excellence reports, as required by CMS, to assess the success of interventions put in place by the QIN-QIO. Ms. Knorr linked information on Medicare beneficiaries who received the intervention provided by external partners to Medicare fee-for-service data based on available common data elements to assess outcomes.

¹ HEDIS® is a registered trademark of the National Committee for Quality Assurance (NCQA).



HSAG, Informatics Analyst III, DSAA: Ms. Knorr served as the analytic lead and support for various tasks within the QIN-QIO 11th SOW. She specifically focused on metrics related to admissions, readmissions, and emergency department visits for Medicare beneficiaries, as well as on monitoring hospital-acquired infection rates for recruited facilities using National Healthcare Safety Network data. Additionally, Ms. Knorr assisted in calculating performance metrics for adverse drug events.

Ms. Knorr was involved in developing a QIN-QIO metrics database to allow better tracking of metrics and benchmarks. She has extensive knowledge of Medicaid and the Children's Health Insurance Program (CHIP) and assisted with several analytic activities, including the calculation of performance measures for Ohio's Medicaid and dual-eligible populations. Additionally, Ms. Knorr developed measure code for several EQRO contracts, including code for HEDIS measures, adult Medicaid quality grant measures, and Agency for Healthcare Research and Quality indicators.

HSAG, Informatics Analyst II, Analytics & Informatics (A&I): Ms. Knorr performed data monitoring and analyses for several state and national hospital performance evaluations and public reporting program activities aimed at improving the quality, safety, transparency, and efficiency of healthcare provided to all beneficiaries. Ms. Knorr worked with the Ohio Department of Medicaid (ODM) to develop a methodology and SAS program linking Ohio's Vital Statistics records to the Medicaid encounters and enrollment information to assist in identifying high-risk mothers and assess the rate of low birth weight infants within ODM's managed care population.

Arizona Department of Health Services (ADHS), Intern: Ms. Knorr used Link Plus and SAS to probabilistically link records from two different data sources. Before beginning analyses, she performed literature reviews to investigate instances wherein other organizations linked data from different sources in addition to the processes implemented to accomplish this linking. She developed predictive models and presented the results to ADHS employees.

Professional History

HSAG, Phoenix, Arizona: Associate Director (06/2021–present); Senior Data Scientist (07/2019–06/2021); Senior Healthcare Analyst (07/2017–06/2019); Informatics Analyst III (05/2016–07/2017); Informatics Analyst II (01/2015–04/2016); Informatics Analyst I (06/2013–01/2015); 06/2013–present

ADHS, Phoenix, Arizona: Intern, Department of Epidemiology and Biostatistics; 08/2012–05/2013

University of Arizona, Tucson, Arizona: Student Researcher/Graduate Assistant; 08/2010–05/2011

Education

Master of Public Health, Biostatistics, University of Arizona, Tucson, Arizona, 2013

Bachelor of Science, Biochemistry with a minor in Mathematics, University of Arizona, Tucson, Arizona, 2011

Certifications

Incident Command System 100 Certified, April 2012



Professional Organizations

Mel and Enid Zuckerman College of Public Health Student Affairs Committee representative, February 2012–May 2013

American Society for Biochemistry and Molecular Biology member, 2009–2012

Publications

Campbell E. The role of decreased levels of Niemann-Pick C1 intracellular cholesterol transport on obesity is reversed in the C57BL/6J, metabolic syndrome mouse strain: a metabolic or an inflammatory effect? *Journal of Applied Genetics*. August 2012.

Skills

SAS and R programming languages, basic knowledge of Stata statistical software

Medicaid Projects of Similar Scope and Size:

As an Associate Director within the DSAA department, Ms. Knorr's responsibilities include the implementation and oversight of quality reporting systems, commonly referred to as consumer report cards to evaluate MCE performance as part of the EQRO contracts in Illinois, Iowa, Michigan and Virginia.

Below are references who can attest to Ms. Knorr's competence and skill level for the cited projects.

Reference #1			
Contract:	State of Illinois, EQRO		
Related EQR Task(s)	Quality Rating System		
Name:	Dawn Wells, RN, BSN		
Title:	Bureau Chief		
Company*:	Illinois Department of Healthcare and Family Services		
Email:	Dawn.R.Wells@Illinois.gov	Phone #:	217.782.2314
Reference #2			
Contract:	State of Michigan, EQRO		
Related EQR Task(s)	Quality Rating System		
Name:	Sandhya Swarnavel		
Title:	Department Analyst		
Company*:	Michigan Department of Health and Human Services Managed Care Plan Division		
Email:	Swarnavel@michigan.gov	Phone #:	517.284.1149

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.



Christi L. Melendez, ASN, RN, CPHQ

Executive Director, Performance Improvement Projects, State & Corporate Services

Qualification Highlights

Ms. Melendez has more than 35 years of experience in the healthcare industry, with expertise in quality improvement (QI), performance improvement projects (PIPs), technical assistance, on-site training, healthcare policy and processes, clinical case management, and in working directly with Medicaid and Medicare populations. She works closely with state Medicaid agencies and their contracted managed care organizations (MCOs) to ensure PIPs are structured in a methodologically sound manner, follow industry-recognized practices, and have the potential to bring about real and sustained improvement and better health outcomes for beneficiaries. Ms. Melendez is a subject matter expert in QI science and in using rapid-cycle technique improvement. She spearheaded the development and implementation of HSAG's innovative rapid-cycle approach for implementing and validating PIPs, and she led the process to obtain Centers for Medicare & Medicaid Services' (CMS') approval and endorsement of the rapid-cycle approach.

Relevant Experience

HSAG, Executive Director, PIPs, State & Corporate Services (S&CS): Ms. Melendez has over 20 years of experience with HSAG working in the external quality review (EQR) industry. Ms. Melendez plans, directs, and manages the overall operations for PIP activities related to analytics projects that support EQR and PIP validation activities. She is responsible for using internal and external resources to achieve corporate, departmental, and project goals and objectives, including working with the project director to ensure deliverables are on time and of high quality. Ms. Melendez provides research leadership, analytics expertise, technical interpretive writing, and mentoring to her staff members, and she ensures the scientific soundness of study design, analysis, and interpretation of a variety of healthcare studies. She represents HSAG as needed at regional and national levels and in planning technical assistance meetings, teleconferences, and webinars with state and health plan staff and assigned clients. Ms. Melendez is responsible for the PIP Team staff and project deliverables and provides technical assistance to health plans throughout the PIP process, including on-site and virtual training for health plans and individual states. She is accountable for developing and adhering to project timelines and task schedules.

HSAG, Project Manager, PIP Team: Ms. Melendez provided day-to-day management of the PIP Team and developed in-service trainings for the team. She provided technical assistance to health plans throughout the PIP process and created presentations to train states about the process. Ms. Melendez also assisted an S&CS executive director in writing the PIP Reviewer's Guide and the MCO guides for the PIP process. Ms. Melendez performed validation of physical and behavioral health PIPs and wrote PIP validation reports, explaining the validity and reliability of the PIP findings. In addition, she supported writing PIP annual summary reports and EQR technical reports.

HSAG, PIP Reviewer II, S&CS: Ms. Melendez performed validation of physical and behavioral health PIPs by assessing the implications of the validity and reliability of findings. She was responsible for providing technical assistance to states, as needed.



HSAG, Review Coordinator/Abstractor, S&CS: Ms. Melendez performed review and abstraction of medical records to assess quality of care, practice guidelines, and variation in care and outcome, and to substantiate review findings. She worked on a variety of projects, including the RAND Cost of Cancer Treatment Study, and she assisted in training other registered nurse (RN) abstractors, providing on-site medical reviews for Healthcare Effectiveness Data and Information Set (HEDIS®) auditing.¹

Banner Home Health, Case Manager: Ms. Melendez performed case management for pregnant, pediatric, and adult home health patients, including infusion patients, and coordinated care with a multidisciplinary team. She was a nurse preceptor and performed new employee preceptor duties. Ms. Melendez performed chart audits for multiple teams, including Medicare/Medicaid.

Gentiva Health Services, Manager of Clinical Practice: Ms. Melendez managed a team of 40 nurses and performed case management for long-term, chronically ill children. She prepared quality assurance and treatment plans and performed medical record/documentation audits. Ms. Melendez was also a member of the Performance Improvement Committee.

Integrated Health Services (IHS) Home Care, Senior Case Manager: Ms. Melendez performed case management for pregnant and pediatric patients, coordinating their care with a multidisciplinary team. She served as the performance improvement coordinator for the pediatric team. Ms. Melendez also performed chart audits for multiple teams, including Medicare and Medicaid.

Professional History

HSAG, Phoenix, Arizona: Executive Director, PIPs, S&CS (07/2021–present); Associate Executive Director, PIPs, S&CS (09/2011–07/2021); EQRO Project Manager, PIP Team (10/2008–09/2011); Project Leader, PIP Team (01/2007–10/2008); PIP Reviewer II (01/2006–01/2007); Review Coordinator/Abstractor (01/2001–01/2006); 01/2001–present

Banner Home Health, Phoenix, Arizona: Case Manager; 09/2004–11/2007

Centrum Healthcare, Phoenix, Arizona: Pediatric Field Nurse; 05/2002–08/2004

Gentiva Health Services, Phoenix, Arizona: Manager of Clinical Practice; 01/2000–12/2000

Children's Home Care, Phoenix, Arizona: Intermittent Visit Nurse; 03/1999–12/1999

IHS Home Care, Phoenix, Arizona: Senior Case Manager; 02/1991–03/1999

Desert Samaritan Medical Center, Mesa, Arizona: Staff RN; 02/1990–02/1991

Whittier Presbyterian, Whittier, California: Staff RN; 03/1986–12/1989

Education

Associate of Science in Nursing, Cypress College, Cypress, California, 1986

Licenses

Registered Nurse, Arizona, 1986–present

Nurse Licensure Compact: Active, Unencumbered, Multi-state, 1990–present

¹ HEDIS® is a registered trademark of the National Committee for Quality Assurance (NCQA).



Certifications

Certified Professional in Healthcare Quality by the Healthcare Quality Certification Board, 2009

Medicaid Projects of Similar Scope and Size:

As the Executive Director in support of HSAG's EQRO PIP contracts for California, Colorado, Florida, Georgia, Hawaii, Illinois, Iowa, Michigan, Nebraska, Nevada, New Hampshire, North Carolina, Oregon, Utah, Vermont, and Virginia, Ms. Melendez's responsibilities include the implementation, oversight, and leadership of all PIP EQRO activities, including direct management of mandatory and optional PIP activities for a variety of health plan types (e.g., MCOs, PIHPs, and PAHPs). Ms. Melendez also serves as a subject matter expert on Medicaid QI, providing ongoing technical assistance to state Medicaid agents, health plans, and community stakeholders.

Below are references who can attest to Ms. Melendez's competence and skill level for the cited projects.

Reference #1			
Contract:	State of Colorado, EQRO		
Related EQR Task(s)	Performance Improvement Projects (Implementation and Validation)		
Name:	Russ Kennedy		
Title:	Quality Program Manager, Cost Control and Quality Improvement Office		
Company*:	Colorado Department of Health of Health Care Policy and Financing		
Email:	Russell.kennedy@state.co.us	Phone #:	303.866.3340
Reference #2			
Contract:	State of Nevada, EQRO		
Related EQR Task(s)	Performance Improvement Projects (Implementation and Validation)		
Name:	Theresa Carsten		
Title:	Social Services Chief III		
Company*:	Division of Health Care Financing and Policy/Managed Care and Quality Assurance		
Email:	Theresa.Carsten@dhcfp.nv.gov	Phone #:	775.684.3655

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.



Leslie Arendell, MS, BA

Associate Director, Data Science & Advanced Analytics

Qualification Highlights

Ms. Arendell has more than 20 years of experience working in epidemiological research and data analysis, with expertise in study design, analysis planning, statistical analysis, and report writing. She has expertise and experience with Medicare and Medicaid programs and data systems. Ms. Arendell has substantial data management and data analysis experience, which includes working with large data sets. She is experienced in delivering both written and verbal presentations to the scientific and non-scientific communities.

Relevant Experience

HSAG, Associate Director, Data Science & Advanced Analytics (DSAA): Ms. Arendell provides oversight for the team responsible for conducting secret shopper surveys in, Illinois, Iowa, Utah, and Virginia. The secret shopper work includes evaluating the accuracy and completeness of health plan provider data according to state-specific standards. Ms. Arendell is also responsible for planning and conducting analytic activities including study design, analysis, and interpretation. This involves preparing methodology; creating analytic plans; conducting analysis; and presenting results and conclusions in spreadsheets, reports, and presentations. Ms. Arendell works on a variety of external quality review organization (EQRO) projects including network analysis studies in California, Illinois, Iowa, Oregon, Nevada, Tennessee, Utah, and Virginia, and focused studies in California.

HSAG, Senior Measures Analyst, Research & Analysis Team: Ms. Arendell provided analytic support for a three-year project assessing the impact of Centers for Medicare & Medicaid Services (CMS) quality and efficiency measures. She was responsible for obtaining and tracking data from several governmental sources and systems including claims, survey and quality measure data from hospitals, nursing homes, home health agencies, physicians, and Medicare Advantage plans. Ms. Arendell maintained communication with clients and the data owners. She prepared methodologies, created analytic plans, and conducted statistical analysis for research assessing the impact of CMS quality measures. Ms. Arendell assisted with literature review and environmental scans to review previously published literature, as well as presented on the topic of information gathering and risk adjustment at the Measures Development Information Series for CMS measure developers.

University of Arizona, Mel and Enid Zuckerman College of Public Health, Research Specialist Senior: Ms. Arendell managed the Healthy Aging Laboratory, mentoring and advising students and staff working on projects for the lab. She developed research protocols and data management and quality control procedures, and ensured protocol implementation. Ms. Arendell also prepared Institutional Review Board (IRB) annual reports, protocols, and updates; analyzed questionnaire and laboratory data; and prepared research progress reports. Ms. Arendell evaluated the validity of data obtained from experimental procedures and recommended additional tests and/or modifications, as well as facilitated program objectives through interaction with university faculty, staff, students, and outside agencies.

Pima Community College, Adjunct Faculty, Business and Mathematics Departments:

Ms. Arendell taught classes of up to 35 students on course topics including business statistics, basic math, and introductory statistics. She was responsible for all aspects of the class, including



preparing the syllabus, lecturing, grading, creating and administering exams, as well as classroom and time management.

Professional History

HSAG, Phoenix, Arizona: Associate Director, DSAA (06/2014–present); Sr. Measures Analyst, Research & Analysis Team (06/2012–06/2014); 06/2012–present

Pima Community College, Tucson, Arizona: Adjunct Faculty, Business and Mathematics Departments; 06/2007–12/2011

University of Arizona, Tucson, Arizona: Research Specialist Senior, Healthy Aging Laboratory at the Mel and Enid Zuckerman College of Public Health; 01/2000–06/2012

Education

Master of Science, Epidemiology, University of Arizona, Tucson, Arizona, 2001

Bachelor of Arts, Biology, Spanish, Wittenberg University, Springfield, Ohio, 1999

Selected Publications

Thomson, C.A., Stanaway, J.D., Neuhouser, M.L., Snetselaar, L.G., Stefanick, M.L., Arendell, L., Chen, Z. Nutrient intake and anemia risk in the women's health initiative observational study. *J Am Diet Assoc.* 2011 Apr; 111(4):532–41.

Chen, Z., Maricic, M., Aragaki, A.K., Mouton, C., Arendell, L., Lopez, A.M., Bassford, T., Chlebowski, R.T. Fracture risk increases after diagnosis of breast or other cancers in postmenopausal women: results from the Women's Health Initiative. *Osteoporos Int.* 2009 Apr; 20(4):527–36.

Chen, Z., Arendell, L.A., Aickin, M., Cauley, J.A., Lewis, C.E., Chlebowski, R. Hip bone density predicts breast cancer risk independently of Gail score: results from the Women's Health Initiative. *Cancer.* 2008 Sep 1; 113(5) 907–15.

Caire–Juvera, G., Arendell, L.A., Maskarinec, G., Thomson, C.A., Chen, Z. Associations between mammographic density and body composition in Hispanic and non–Hispanic white women by menopause status. *Menopause.* 2008 Mar–Apr;15(2):319–25.

Maskarinec, G., Takata, Y., Chen, Z., Gram, I.T., Nagata, C., Pagano, I., Hayashi, K., Arendell, L., Skeie G, Rinaldi, S., Kaaks, R. IGF–I and mammographic density in four geographic locations: a pooled analysis. *Int J Cancer.* 2007 Oct 15;121 (8) 1786–92.

Presentations

Magness (Arendell), L., Miller, T.D. Risk Adjustment. Presented at CMS Measure Development Informational Series. April 4, 2013.

Gupta, A., Magness (Arendell), L., Marinelarena, M. Sifting through the details: Information Gathering in the Information Age—Literature Review, Evidence Grading, Clinical Guidelines. Presented at CMS Measure Development Informational Series. October 25, 2012.

Skills

SAS, Stata, SPSS, Quest Analytics, and other statistical programs. Biostatistics, Program Evaluation, Public Health. MS Office (including Word, Excel, PowerPoint, Outlook, and Access with Visual Basic, Publisher).



Medicaid Projects of Similar Scope and Size:

As an Associate Director in support of HSAG's EQRO's contracts, Ms. Arendell's responsibilities include leading network adequacy projects in Iowa and Utah. Ms. Arendell is also responsible for planning and conducting analytic activities including study design, analysis, and interpretation. This involves preparing methodology; creating analytic plans; conducting analysis; and presenting results and conclusions in spreadsheets, reports, and presentations.

Below are references who can attest to Ms. Arendell's competence and skill level for the cited projects.

Reference #1			
Contract:	State of Iowa, EQRO		
Related EQR Task(s)	Network Adequacy Validation		
Name:	Jason Holst		
Title:	Quality Improvement Analyst		
Company*:	Department of Health and Human Services (DHS)		
Email:	jholst@dhs.state.ia.us	Phone #:	515.974.3070
Reference #2			
Contract:	State of Utah, EQRO		
Related EQR Task(s)	Network Adequacy Validation		
Name:	Cameron Gunderson		
Title:	Quality Program Manager		
Company*:	Utah Department of Health and Human Services (UDOH)		
Email:	cr Gunderson@utah.gov	Phone #:	801.538.6943

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.



Raymond Berens, BA

Associate Director, Data Science & Advanced Analytics

Qualification Highlights

Mr. Berens has 10 years of experience performing, designing, and overseeing analyses of healthcare performance measure data and calculating performance measures using administrative and medical record review data. He also has experience developing custom performance measures specifications for state clients to assess quality of care for specific conditions or populations when national measures do not exist. Additionally, he has overseen the development and implementation of analyses of health disparities for multiple state Medicaid agencies. He has developed state Medicaid quality rating systems (QRSs) and pay-for-performance (P4P) program algorithms. He has also evaluated programs across a myriad of evaluation units, including analyses performed at the statewide, health plan, nursing home, and hospital levels.

Relevant Experience

HSAG, Associate Director, Data Science & Advanced Analytics (DSAA): Mr. Berens is responsible for providing process oversight, analytical expertise, technical interpretive writing, and project management support within DSAA. In his role leading performance measure calculation activities, Mr. Berens has provided oversight of the calculation of Healthcare Effectiveness Data and Information Set (HEDIS®)¹ and HEDIS-like performance measures for multiple state Medicaid agencies including Arizona, Arkansas, California, Colorado, Iowa, Nevada, New Hampshire, Ohio, and Virginia. He has overseen performance measure calculation requiring the use of administrative claims/encounter data, supplemental registry data, medical record review data, and minimum data set (MDS) 3.0 data. Mr. Berens also has experience developing measure specifications for state Medicaid agencies in instances where national measures are not available for a specific focus area. For the commonwealth of Virginia, Mr. Berens oversaw the development of eight custom measures to assess the Addiction and Recover Treatment Services (ARTS) program and three custom measures to assess the quality of care for the Virginia Medicaid population with identified prediabetes. Additionally, he developed the Health Disparities Focus Study methodology for the California Department of Healthcare Services (DHCS) to identify health disparities at a statewide and managed care level. This activity has expanded to also involve developing a methodology to identify priority focus areas for managed care plans in California to develop quality improvement initiatives to eliminate disparities statewide. Mr. Berens is also working with the North Carolina Division of Health Benefits (DHB) to develop an analysis of health equity. Additionally, he assists in the day-to-day project management and analytic activities related to the California Department of Public Health (CDPH) Skilled Nursing Facility (SNF) Quality and Accountability Supplemental Payment (QASP) Program, and the Office of Personnel Management (OPM) Federal Employee Health Benefits (FEHB) Plan Performance Assessment (PPA) activity. For the CDPH SNF QASP Program activities, Mr. Berens researches, evaluates, and recommends new measures for inclusion in the program; assists in the development of online quality improvement tools that are provided to SNFs participating in the QASP Program; and oversees the final evaluation of SNFs participating in the program for the determination of incentive payments. For the OPM FEHB PPA activity, Mr. Berens provides oversight of the collection and aggregation of HEDIS and

¹ HEDIS® is a registered trademark of the National Committee for Quality Assurance (NCQA).



Consumer Assessment of Healthcare Providers and Systems (CAHPS[®])² data from the 87 FEHB contractors. The HEDIS and CAHPS results are then used to calculate overall performance scores based on quality of care, customer service, and resource use (QCR), which are factored in as one component of a P4P program. He also makes recommendations to OPM regarding methodology changes and measure inclusion for future PPA activities. Previously, Mr. Berens provided oversight of DSAA state reporting activities, including the use of performance measure data in the creation of QRSs, HEDIS aggregate reports, and external quality review (EQR) technical reports.

HSAG, Senior Analyst, DSAA: Mr. Berens was responsible for overseeing activities associated with performance measure calculation for the Medicaid agencies in Arizona, Arkansas, Colorado, Iowa, Nevada, New Hampshire, Ohio, and Virginia. He evaluated Medicaid survey data for many state Medicaid agencies including Arizona, Colorado, Hawaii, Michigan, New Hampshire, Ohio, and Washington. Mr. Berens used HEDIS performance measure rates and CAHPS survey results to develop QRSs that are issued by states to assist Medicaid beneficiaries in selecting a health plan.

HSAG, Informatics Analyst III, Analytics & Informatics (A&I): Mr. Berens was responsible for leading informatics activities associated with performance measure calculation for various state Medicaid agencies. He calculated performance measure rates and produced reports in a format suitable to meet client's needs. Mr. Berens was responsible for assisting CDPH in calculating performance measures rates for the implementation of the statutorily required SNF QASP Program.

HSAG, Informatics Analyst II/Lead Analyst, A&I: Mr. Berens wrote code to calculate HEDIS and CMS Adult Core measure rates for Ohio's Adult Medicaid Quality Grant and external quality review organization (EQRO) contracts. He performed analyses for the Arkansas EQRO contract using the New York University algorithm to analyze nonemergent emergency department use in the State. He also worked on CAHPS and provider survey activities for Hawaii's Department of Human Services, Med-QUEST Division.

HSAG, Informatics Analyst I, A&I: As part of the CMS Partnership for Patients (PfP) project evaluation contract, Mr. Berens worked with CMS to evaluate the PfP initiative, which encompassed approximately 4,000 hospitals. He aggregated the most recently available hospital data to aid in evaluating national trends in both adverse event and readmission rates.

HSAG, Informatics Analytic Specialist, A&I: Mr. Berens assisted the lead analyst on the Colorado and Hawaii CAHPS survey activities to validate their results.

Professional History

HSAG, Phoenix, Arizona: Associate Director, DSAA (10/2017–present); Senior Analyst, DSAA (05/2016–10/2017); Informatics Analyst III, A&I (05/2015–05/2016); Informatics Analyst II/Lead Analyst, A&I (06/2013–04/2015); Informatics Analyst I, A&I (08/2012–06/2013); Informatics Analytic Specialist, A&I (08/2011–08/2012); 08/2011–present

University of Phoenix, Phoenix, Arizona: Finance Advisor; 04/2009–08/2011

² CAHPS[®] is a registered trademark of the Agency for Healthcare Research and Quality (AHRQ).



Mesa Unified School District, Mesa, Arizona: Substitute Teacher; 08/2008–04/2009

King's Ridge Middle School, Phoenix, Arizona: Math Teacher, 8th Grade; 07/2005–05/2008

Education

Bachelor of Arts, Mathematics, magna cum laude, Arizona State University, Tempe, Arizona, 2004

Skills

Experienced SAS user; proficient in calculating and evaluating performance measures and in using Microsoft operating systems.

Medicaid Projects of Similar Scope and Size:

As an Associate Director in HSAG's DSAA division, Mr. Berenes has overseen in the development and implementation of health disparities focus studies as part of the California EQRO contract. Mr. Berens also oversees performance measure calculations activities in support of the Arizona, California, Iowa, and Virginia EQRO contracts.

Below are references who can attest to Mr. Berens' competence and skill level for the cited projects.

Reference #1			
Contract:	State of California, EQRO		
Related EQR Task(s)	Health Disparities Focus Study, Quality Improvement Health Disparities Focus Study, Skilled Nursing Facility/Intermediate Care Facility Distance and Experience, Preventive Services Utilization		
Name:	Estelle Champlain		
Title:	Policy and Medical Monitoring Branch, Contract Manager		
Company*:	Department of Health Care Services		
Email:	Estelle.Champlain@dhcs.ca.gov	Phone #:	916.345.7998
Reference #2			
Contract:	State of Virginia, EQRO		
Related EQR Task(s)	Task Q: Addiction and Recovery Treatment Services Performance Measure Calculations; Task K: Calculate Performance Measures; Task J.1 Birth Outcomes Focus Study; Task J.2 Foster Care Focus Study; Task S: Dental Utilization Brief		
Name:	Dr. Laura Boutwell, DM, MPH		
Title:	Director, Quality and Population Health		
Company*:	Department of Medical Assistance Services		
Email:	Laura.Boutwell@dmas.virginia.com	Phone #:	804.371.4070

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.



Paul Niemann, PhD, MA, BA, BS

Director, Data Science & Advanced Analytics

Qualification Highlights

Dr. Niemann has more than 14 years of experience in the healthcare industry, with expertise in data and cost analysis, providing access to care analyses compliant with federal requirements, risk mitigation, and statistical and impact evaluations relating to Medicare and Medicaid healthcare reform. Dr. Niemann has expertise in Medicaid network adequacy and access to care analysis and validation, including utilization and network saturation, spatial relationship, and time and distance analysis. He is experienced in designing waiver evaluations, and conducting analyses and evaluations of 1115, substance use disorder (SUD), Medicaid expansion, special programs for mental and behavioral health, and programs serving individuals with intellectual and developmental disabilities. Dr. Niemann also has expertise in designing Medicaid value-based payment programs.

Relevant Experience

HSAG, Director/Associate Director, Data Science & Advanced Analytics (DSAA): Dr. Niemann provides analytical and research management oversight of evaluations of multiple Medicaid Section 1115 waivers including SUD waivers, waivers providing coverage for Medicaid expansion populations through a private insurance exchange, special programs for persons with intellectual and developmental disabilities, mental and behavioral health waivers, and more. In addition, he has provided oversight and guidance for the development of multiple Section 1115 waiver evaluation designs. Dr. Niemann has directed, coordinated, and provided oversight for network adequacy/access to care analyses and program evaluations for more than 10 state Medicaid programs. He oversees all study planning, methodology development, statistical analyses and reporting, as well as all deliverables. Dr. Niemann directed a wide-ranging environmental scan of hospital-based pay-for-performance (P4P) plans for the State of Hawaii and advised on the development of a revised hospital-based P4P program. He has directed several assessments of statewide Medicaid access that include utilization and provider saturation analyses as well as spatial relationship analyses, including provider/beneficiary co-location and compliance with time and distance standards. Dr. Niemann also directed an analysis of the impact and extent of the opioid epidemic on specific state Medicaid programs and managed care organizations (MCOs). He provides research leadership, analytic expertise, and mentoring to junior level staff members. Dr. Niemann acts as an internal and external liaison for analytic activities by planning, executing, and monitoring projects; as well as managing client relations and providing technical assistance. He specializes in developing methodologically sound evaluations and studies to determine the impact of policy and programs on payments and payment mechanisms, patient access to care, member utilization and outcomes, provider behavior, and savings and implementation cost estimates related to healthcare reform. He has also developed several pay-for-performance programs for Medicaid programs. Dr. Niemann is proficient in several statistical evaluation tools, including Stata and SAS, and has extensively used administrative claims data as part of designing and implementing impact evaluations.

Health Management Associates, Inc., Senior Consultant: Dr. Niemann created caseloads and cost estimates for MCOs to inform the decision to participate in a pilot program for Medicare



and Medicaid dual-eligible beneficiaries. He developed a statistical model of provider behavior under risk-adjusted home health rate structure and performed financial and utilization impact analyses and evaluations for a Medicaid home health model based on interrupted time series models using Medicaid claims data. Dr. Niemann developed estimates of impact to the Colorado calculated upper payment limit resulting from a Medicaid payment reform proposal. He researched and developed risk mitigation strategies for an MCO, performed data analysis based on technical economic and statistical models, and provided regular reports for a state hospital association for the distribution of payments and collection of assessments totaling over \$100 million. Dr. Niemann performed data and statistical analysis for the implementation of a new rate structure for a statewide home- and community-based services (HCBS) waiver for persons with intellectual and developmental disabilities. He performed statistical evaluations of a case management pilot program based on claims, encounter, and medical record data. Dr. Niemann conducted evaluations of new programs to estimate impact on service utilization and costs on the basis of client characteristics such as chronic health conditions. Additionally, he developed statistical and financial models of the impacts of the introduction of managed care into a state Medicaid program.

Colorado Department of Health Care Policy and Financing, Supervisor, Budget Division:

Dr. Niemann developed a model to recover approximately \$3 million in misapplied federal funding and ensured compliance with all state and federal statutes. He researched and/or assigned Joint Budget Committee and Governor's Office of State Planning and Budgeting questions regarding the department's budget and programs. Dr. Niemann oversaw the development and production of reports that guided senior department leadership in its discretionary spending. He developed estimates and wrote narrative defense for several departmental budget requests.

Colorado Department of Health Care Policy and Financing, Rates Analyst, Rates Section:

Dr. Niemann reviewed a variety of HCBS rates to ensure compliance with state and federal regulations. He provided technical oversight for the statistical analysis of nursing facility enrollment for Program of All-Inclusive Care for the Elderly (PACE) enrollees. Dr. Niemann reviewed new provider rates for the Children's Habilitation Residential Program Waiver (CHRP), based on unaudited provider cost data, ensuring reasonableness and inclusion of all allowable costs. He provided guidance for future development of CHRP rates and analyzed and developed recommendations regarding fiscal soundness monitoring of providers for PACE. Dr. Niemann led the implementation of telehealth rates for home health and HCBS programs. In addition, he developed economic analysis and complex models highlighting adverse-selection danger and resulting budgetary impacts of capitated telehealth rates.

Professional History

HSAG, Phoenix, Arizona: Director, DSAA (07/2019–present); Associate Director, DSAA (09/2016–06/2019); 09/2016–present

Health Management Associates, Inc., Denver, Colorado: Senior Consultant; 10/2012–08/2016

Colorado Department of Health Care Policy and Financing, Denver, Colorado: Supervisor, Budget Division (10/2007–10/2012); Rates Analyst, Rates Section (12/2006–10/2007); 12/2006–10/2012



Center for Research on Economic and Social Policy at the University of Colorado at Denver, Denver, Colorado: Research Assistant; 1997–2000

Education

Doctorate, Economics, University of California, Santa Barbara, California, 2006

Master of Arts, Economics, University of California, Santa Barbara, California, 2001

Bachelor of Arts, with distinction, Economics, University of Colorado, Denver, Colorado, 2000

Bachelor of Science, with distinction, Mathematics, University of Colorado, Denver, Colorado, 2000

Select Publications

“Compensation for Taking When Both Equity and Efficiency Matter,” with Perry Shapiro, in Property Rights: Eminent Domain and Regulatory Takings Re-Examined, (2010), edited by Bruce L. Benson, Palgrave Macmillan, New York.

“Efficiency and Fairness: Compensation for Takings,” with Perry Shapiro, International Review of Law and Economics 28 (2008), pp. 157–165.

“Equity Effects of Alternative Assignments of Global Environmental Rights,” with Stephen J. DeCanio, Ecological Economics 56 (2006), pp. 546–559.

Skills

Proficient with Stata; SAS; Regression Analysis of Time Series (RATS); Mathematica; MATLAB; LaTeX; Microsoft Word, Excel, Access, Outlook, and PowerPoint; and SQL. Basic knowledge of R and Visual Basic.

Medicaid Projects of Similar Scope and Size:

As a director on HSAG waiver team, Dr. Niemann provided oversight for the independent evaluation of the New Hampshire Premium Assistance Program 1115 waiver from 09/2016 through 02/2020. Currently, Dr. Niemann provides oversight for the independent evaluation of the New Mexico Centennial Care 2.0 1115 waiver.

Below are references who can attest to Mr. Niemann’s competence and skill level for the cited projects.

Reference #1			
Contract:	New Hampshire Premium Assistance Program 1115 waiver evaluation		
Related EQR Task(s)	Waiver Evaluation Activities		
Name:	Patrick McGowan		
Title:	Administrator Medicaid Quality Program		
Company*:	New Hampshire Department of Health and Human Services; Bureau of Program Quality		
Email:	patrick.mcgowan@dhhs.nh.gov	Phone #:	603.271.9534



Reference #2			
Contract:	New Mexico Centennial Care 2.0 1115 waiver evaluation		
Related EQR Task(s)	Waiver Evaluation Activities		
Name:	Maricela Vigil, MBA		
Title:	Contract Manager, Centennial Care 1115 Demonstration Waiver Evaluation		
Company:	Human Services Department; Medical Assistance Division PO Box 2348 Santa Fe, NM 87504-2348		
Email:	Maricela.Vigil@state.nm.us	Phone #:	505.709.5424

* See HSAG's State Profiles in Appendix 4 for specific mailing address information.



Appendix 6: NCQA Licensed Compliance Audit Organization Seal



2022
Health Services Advisory Group, Inc.



Appendix 7: NCQA HEDIS Compliance Audit License Agreement



**NCQA HEDIS[®] COMPLIANCE AUDIT[™]
LICENSE AGREEMENT**

This NCQA License Agreement (the “Agreement”), is effective October 30, 2021 (the “Effective Date”), by and between the National Committee for Quality Assurance (“NCQA”) and Health Services Advisory Group, Inc. (“Licensee”) (individually, a “Party,” and collectively, the “Parties”).

WHEREAS, NCQA is an independent non-profit organization widely recognized as the authority on quality for health care organizations, including health plans and provider organizations (“Healthcare Organizations”), and NCQA has established the Healthcare Effectiveness Data and Information Set (“HEDIS[®]”) to measure performance of Healthcare Organizations;

WHEREAS, NCQA has established a standardized methodology to audit HEDIS or performance measure data collected by Healthcare Organizations; and

WHEREAS, NCQA desires to permit Licensee to perform NCQA HEDIS Compliance Audits[™] (“HEDIS Audits”) pursuant to this Agreement, and Licensee desires to become a NCQA-Licensed HEDIS Compliance Audit organization;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Rights.** NCQA hereby grants to Licensee a non-exclusive right to perform HEDIS Audits in accordance with *Volume 5, HEDIS[®] Compliance Audit Standards Policies and Procedures* (the “Audit Standards”), using only the most recent editions of those documents in effect as of the date each HEDIS audit is performed. Additionally, Licensee may use *Volume 2, HEDIS[®] Technical Specifications for Health Plans* (“Volume 2”) for the sole purpose of assisting the Licensee in conducting HEDIS Audits. Licensee may not distribute or copy Volume 2 or Volume 5. Use of Volume 2 or Volume 5 in any other print or electronic publication, service, software or product by the Licensee shall require a separate license with NCQA. Licensee shall not sublicense, assign or otherwise transfer any of its rights and obligations under this Agreement, including but not limited to Certified Auditors (defined in Section 7), without NCQA’s prior written consent.
2. **Term.** This Agreement shall be effective upon the Effective Date and shall continue for one (1) year following the Effective Date (the “Initial Term”), unless terminated earlier under the terms of Section 14. This Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”) unless either Party provides notice of intent not to renew not less than sixty (60) days prior to the end of the Initial Term or then-current Renewal Term.
3. **License Fees.** Licensee agrees to pay the fees calculated according to NCQA’s current Pricing Policy and Fee Schedule as published in the *NCQA HEDIS Compliance Audit Licensure Handbook* (the “Handbook”). Licensee agrees to not include any fee in its contracts with customers or clients that is designated as a fee from NCQA or to otherwise create the impression that Licensee is passing through to a customer or client any NCQA fees for related to this Agreement. All preprinted terms included on a purchase order, invoice, or other instrument issued by a Licensee as part of payment remittance shall neither be binding on NCQA nor deemed to modify this Agreement and are expressly rejected by NCQA.
4. **Audit Standards.** HEDIS Audits performed by Licensee must be done in compliance with the Audit Standards. NCQA may amend or generate a new edition of the Audit Standards at any time but will give Licensee at least thirty days’ notice prior to the effective date of any such amendment or new edition.



Licensee shall not use, copy or distribute the Audit Standards in any way that violates NCQA's copyright. Licensee's failure to comply with the procedures and standards set forth in the Audit Standards may result in termination of this Agreement.

5. **Audit Opinions.** Licensee must issue a HEDIS Audit opinion to any Healthcare Organization for which it contracts to perform a HEDIS Audit within thirty days of completion of the HEDIS Audit. Licensee shall provide NCQA a copy of any HEDIS Audit opinion it issues within forty-eight hours of issuance.
6. **Insurance.** During the term of this Agreement, Licensee shall maintain professional liability insurance from a reputable carrier in an amount at least equal to Five Million Dollars (\$5,000,000) and covering each NCQA-Certified HEDIS Compliance Auditor ("Certified Auditor") employed by or with whom Licensee contracts. Each year, Licensee shall provide NCQA with evidence of such insurance coverage and will notify NCQA of any change in such insurance coverage. Alternatively, if the Licensee wishes to self-insure, each year, Licensee must provide evidence to NCQA that they maintain adequate financial reserves to cover any potential liability exposure equal to Ten Million Dollars (\$10,000,000). The Licensee agrees to notify NCQA of any changes to these reserves that would affect its ability to cover such losses.
7. **Certified Auditors.** Licensee will employ or contract with at least two Certified Auditors to perform HEDIS Audits pursuant to this Agreement. Licensee must verify with NCQA the certified status of any Certified Auditor before such Certified Auditor performs any HEDIS Audits for Licensee. A Certified Auditor must serve as the HEDIS Audit team leader and must be onsite during any HEDIS Audit performed by Licensee. Licensee shall notify NCQA in writing within seven days of Licensee's termination of employment or contract with any Certified Auditor.
8. **Licensure Handbook and Code of Professional Conduct.** Licensee acknowledges having reviewed the Handbook which includes the Code of Professional Conduct for NCQA-Licensed Organizations ("Code of Conduct") and agrees to abide by and be bound by all procedures and requirements contained therein. Licensee's failure to comply with the Handbook and Code of Conduct may result in immediate termination of this Agreement. Licensee also agrees to enforce the Code of Professional Conduct for Certified Auditors as set forth in the Handbook with respect to each Certified Auditor that Licensee employs or with whom Licensee contracts to conduct HEDIS Audits. NCQA retains the right to amend the Handbook and any other HEDIS audit program policies at its sole discretion and with thirty days' notice to Licensee. The Licensee and its employed or contracted Certified Auditors must review and comply with any modifications made to the Handbook and Code of Conduct, including any changes to the Pricing Policy and Fee Schedule as described in Section 3.
9. **Scheduling and Performance Monitoring.** Within 14 days' of NCQA's written request, Licensee must report to NCQA a complete and current list of all HEDIS Audits and/or performance measures for all Healthcare Organizations' product lines, including those for which the audited entity is not reporting HEDIS or performance measures to the NCQA data warehouse and which have a different annual submission date. NCQA may periodically monitor Licensee's performance and the performance of Certified Auditors under this Agreement retroactively and contemporaneously. NCQA's audit may include, but is not limited to, review of Licensee's audit procedures and audit results, review of Licensee's HEDIS audit work papers and/or assessment of Licensee's onsite HEDIS Audit performance. NCQA may also periodically conduct satisfaction surveys of Healthcare Organizations that have been audited by Licensee. Licensee agrees to cooperate with NCQA's audits and performance assessments and to notify any Healthcare Organization that Licensee contracts with to perform a HEDIS Audit that an NCQA representative may accompany Licensee's audit team and/or review Licensee's HEDIS audit work papers. Through the course of this performance monitoring activity, NCQA may identify areas of the Licensee's practice that are out of compliance with NCQA's Audit Standards. In these instances, Licensee agrees to take corrective actions as prescribed by



NCQA. Licensee also agrees to maintain all HEDIS audit records, reports and work papers for seven years after completion of a HEDIS audit and to make such records available free of charge to NCQA upon request.

- 10. Grievance Procedure.** Licensee shall investigate and respond in a timely manner (not to exceed fourteen days from the filing of a complaint) to any complaint filed by a Healthcare Organization about the conduct or actions of a Certified Auditor employed by Licensee or with whom Licensee contracts to perform HEDIS Audits. Licensee must notify NCQA's Assistant Vice President of Measure Validation in writing of the substance of any complaint filed against a Certified Auditor within two business days and must also keep NCQA informed of the progress of a grievance investigation and notify NCQA of the results of Licensee's investigation and the nature of any corrective action. NCQA may investigate any complaints filed with NCQA regarding the actions of Licensee. Licensee agrees to cooperate fully in any such investigation by NCQA and to institute corrective actions deemed necessary by NCQA as a result of any such investigation. A valid, substantiated complaint may result in NCQA's immediate termination of this Agreement.
- 11. Audit Appeals.** Licensee shall maintain an appeal process, acceptable to NCQA, which affords a Healthcare Organization the opportunity to appeal a HEDIS Audit determination issued by Licensee. Licensee must inform Healthcare Organizations that any changes in rates resulting from an appeal may not be eligible for resubmission to NCQA for inclusion in NCQA's reporting products or accreditation due to publication timelines and other submission deadlines set by third party stakeholders, including the Centers for Medicare and Medicaid Services. Appeals must be conducted within fourteen days of the filing of a request for appeal by a Healthcare Organization. Licensee must submit its written appeal process to NCQA's Assistant Vice President of Measure Validation for approval prior to execution of this Agreement. Licensee must conduct all appeals in compliance with the appeal process approved by NCQA. Any changes to such appeal process must also be approved in advance by NCQA. Licensee must keep NCQA informed of the progress of an appeal and notify NCQA of the outcome of any appeal and change in audit determination for a Healthcare Organization. Licensee's failure to follow the appeal process approved by NCQA shall be a material breach of this Agreement.
- 12. Advertising Guidelines.** Licensee acknowledges that it may advertise or market its status a NCQA-Licensed HEDIS Compliance Audit organization only if it is current and valid. Licensee will not engage in advertising that features competitive comparisons with other NCQA-Licensed HEDIS Compliance Audit organizations. Licensee may not release all or any part of any monitoring reports to any third party. The Licensee further agrees that its failure to comply with such advertising guidelines, as revised by NCQA from time to time, may result in termination of this Agreement. All marketing materials must follow NCQA's General Marketing Guidelines as described on the NCQA Web page (www.ncqa.org/marketing.aspx) and/or Handbook.
- 13. Confidentiality.** Except as otherwise provided in this Agreement, Licensee agrees to keep confidential and not disclose to any third party (including other clients) any information obtained by Licensee from a Healthcare Organization during a HEDIS Audit. Licensee further agrees to protect the privacy of any medical records or other patient identifiable information that Licensee may have access to during a HEDIS Audit in accordance with state and federal laws, rules and regulations, including the privacy and security requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Licensee shall not release such confidential information, except (i) on prior written authorization from the Healthcare Organization; (ii) as otherwise required by law, rule or regulation; or (iii) in the event of fraud, falsification or manipulation of HEDIS or performance measure data by a Healthcare Organization, which fraud, falsification or manipulation shall be reported to NCQA by Licensee. Licensee further agrees to keep confidential any proprietary information about the business of NCQA obtained as a result of this Agreement. NCQA agrees to keep confidential any proprietary information about Licensee or Licensee's business that NCQA has access to as a result of this Agreement and any oversight activities NCQA performs of Licensee's audit practices, unless 1) a regulator or legal authority requests such



information as part of an investigation or review of Licensee's performance or a health plan's performance; 2) such information is relevant to the resolution of a legal dispute between the parties and the information is disclosed as part of the legal proceedings; or 3) NCQA is legally required to disclose such information in a court of law or other legal proceeding. In the event of requested disclosure under 1) and 3) above, NCQA shall give Licensee prior notice of any disclosure, and Licensee shall have an opportunity to take steps to protect the confidentiality of such proprietary information; but such actions shall not prevent NCQA from complying with the disclosure request.

- 14. Termination of Agreement.** NCQA shall have the right to terminate this Agreement effective immediately in the event of a material breach of the terms of this Agreement by Licensee, provided NCQA has given Licensee written notice of the alleged breach and Licensee has failed to cure such breach within fourteen days after receipt of notice of breach. This includes failure to take corrective actions prescribed by NCQA as a result of monitoring activities. Licensee acknowledges that NCQA has relied upon the representations made by Licensee in the application materials submitted to NCQA, and the Licensee's compliance with the Code of Conduct. In the event such application materials contain false or misleading information, or the Code of Conduct is violated, NCQA shall have the right to immediately terminate this Agreement. NCQA may also terminate this Agreement for any reason upon 60 days' written notice. Upon termination of this Agreement, Licensee shall immediately cease holding itself out as an NCQA-Licensed HEDIS Compliance Audit organization and shall immediately return to NCQA any seal or other materials issued to Licensee by NCQA. Sections 13, 16, 17 and 20(B) shall survive termination of this Agreement.
- 15. Warranties.** Licensee warrants that it will perform HEDIS Audits in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance of data audits and in accordance with the procedures and standards set forth in the Audit Standards. NCQA warrants that Licensee's use of the procedures and standards set forth in the Audit Standards will not infringe any copyright or other proprietary right of a third party.
- 16. Indemnities.** Licensee shall indemnify, defend and hold NCQA harmless from any claim, suit, loss, damage, judgment, liability, or expense (including reasonable attorneys' fees) arising out of the performance of any HEDIS Audit by Licensee, its Certified Auditors, employees or contractors and the issuance of any HEDIS Audit opinion by Licensee, its employees or contractors.
- 17. Limitation of Liability.** EXCEPT AS RELATED TO LICENSEE'S INDEMNIFICATION RESPONSIBILITIES THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY ARISING UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR OTHERWISE SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES. NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 18. Licensee's Contract Provisions.** Licensee agrees to include the following provision in any contract with any organization to perform a HEDIS Audit:
- "[Organization] acknowledges that the National Committee for Quality Assurance ("NCQA") licenses independent organizations to audit HEDIS or performance measure data. Any audit opinion issued by an NCQA-licensed HEDIS audit organization is solely the opinion of the licensed organization and is not the opinion of NCQA. Organization agrees that it will not seek damages or otherwise seek to hold NCQA liable in any manner for any actions of a licensed HEDIS audit organization, the issuance of any audit opinion or the use of any audit opinion in connection with the Organization's business. Organization further agrees to comply with NCQA's *Advertising Guidelines* as described on the NCQA Web page <http://www.ncqa.org/marketing.aspx> as the same may be amended by NCQA from time to time."



19. **Prohibition on Pass-Through Fees.** Licensee agrees not to include in its contract to perform a HEDIS Audit for a Healthcare Organization any fee that is designated as a fee from NCQA, or to otherwise pass through or create the impression that it is passing through to the Healthcare Organization any NCQA fees.

20. **Miscellaneous.**

- A. **Entirety of Agreement.** This Agreement contains a complete statement of all the arrangements between the Parties with respect to its subject matter and supersedes all prior agreements. This Agreement may not be amended, altered, modified or otherwise changed in any respect except in writing signed by both of the Parties. The Parties affirm that they are acting on behalf of, and that this Agreement shall bind and benefit, the Parties and their respective successors, subsidiaries and affiliates.
- B. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the District of Columbia, without reference to conflicts of law provisions, and any disputes related to this Agreement shall be resolved in a court of competent jurisdiction within the District of Columbia.
- C. **Severability.** If any term of this Agreement is held to be inconsistent with any present or future law, ruling, or regulation of any court or authority having jurisdiction over the subject matter of this Agreement, such term shall be deemed to be rescinded or modified to the minimum extent necessary to comply with such law, ruling or regulation, and the remainder of this Agreement shall not be affected thereby.
- D. **No Waiver.** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive or limit that Party of the right thereafter to insist upon strict adherence to that term in the particular instance or that term or any other term of this Agreement in any instance. Any waiver must be in writing.
- E. **Relationship of the Parties.** The Parties have entered into this Agreement as independent contractors only, and nothing contained in this Agreement places or shall be construed to place the Parties in the relationship of legal representation, employer-employee, partners, joint venturers, or agency, and neither Party will have the power or authority to obligate or bind the other Party in any manner.
- F. **Notices.** Any notice or other communications under this Agreement must be in writing and will be considered given when delivered personally or by certified mail, return receipt requested, or by reputable courier, to the Parties at the following addresses (or at such other address as a Party may specify by notice to the other):

NCQA: 1100 13th Street, NW
Washington, DC 20005

Attention: Assistant Vice President, Measure Collection and Audit

Copy: Office of General Counsel

Licensee: Health Services Advisory Group, Inc.
3133 East Camelback Road, Suite 140
Phoenix, AZ 85016


Attention: Mary Ellen Dalton, PhD, MBA, RN
Chief Executive Officer



- G. HIPAA, NCQA and Licensee must sign and agree to the HIPAA Confidentiality Agreement addendum to this Agreement that provides applicable HIPAA privacy and security requirements.
- H. Authorization to Execute. The undersigned represent that they are authorized to sign this Agreement on behalf of the Parties hereto, and that each part is authorized, empowered and able to enter into and fully perform all obligations under this Agreement.
- I. Counterparts. This Agreement may be executed in two counterparts, and each counterpart shall constitute an original instrument, but both of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have signed duplicate originals of this Agreement effective on the date first set forth above.

National Committee for Quality Assurance

By: 
Title: Chief Operating Officer
Date: September 7, 2021

Licensee

By: Mary Ellen Dalton
Title: Chief Executive Officer
Date: 9/7/2021



**ADDENDUM TO NCQA HEDIS[®] COMPLIANCE AUDIT[™]
LICENSE AGREEMENT**

HIPAA CONFIDENTIALITY AGREEMENT

In accordance with Section 20 (G) of the License Agreement (the “Agreement”), this Addendum incorporates the following HIPAA Confidentiality Agreement between NCQA and the Licensee:

WHEREAS, Licensee provides certain services to a “Covered Entity,” as defined at 45 CFR §160.103, pursuant to which the Covered Entity may disclose to Licensee certain Protected Health Information (or “PHI” as defined in 45 C.F.R. §160.103) in the role of a “Business Associate” (as defined at 45 CFR §160.103) that is subject to protection under the Federal Privacy, Security, Breach Notification, and Enforcement Rules established at 45 C.F.R. Parts 160 and 164, as amended from time to time (collectively the “HIPAA Rules”), promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 (“ARRA”);

WHEREAS, the HIPAA Rules dictate that Licensee, in its role as a Business Associate, shall enter into an agreement with any agent to whom it provides PHI who shall agree to the same restrictions and conditions that apply to the Business Associate as required by the HIPAA Rules; and

WHEREAS, NCQA will have access to PHI of the Covered Entity for purposes of the Agreement, and this Addendum shall apply to that PHI; and

WHEREAS, the purpose of this Addendum is to satisfy certain standards and requirements of the HIPAA Rules, as the same may be amended from time to time.

NOW THEREFORE, in consideration of the mutual promises below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL PROVISIONS

Section 1. **Definitions.** Unless otherwise specified in the Agreement or this Addendum, all capitalized terms used herein and not otherwise defined shall have the meanings established by 45 C.F.R. Parts 160 and 164, as amended from time to time. “PHI” shall mean Protected Health Information, as defined in 45 C.F.R. §160.103, limited to the information received from or on behalf of Licensee. “Electronic PHI” shall mean Electronic Protected Health Information, as defined in 45 C.F.R. §160.103, limited to the information received from or on behalf of Licensee. The terms “use” and “disclosure” and any and all other terms with defined meanings established by 45 C.F.R. Parts 160 and 164, as amended from time to time, shall have the same meaning for the purpose of this Agreement.

Section 2. **Effect.** This Addendum shall apply to any PHI subject to the Agreement and to any PHI viewed or provided by Licensee in the process of conducting a HEDIS Compliance Audit. Any provision of the Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, that is directly contradictory to one or more terms of this Addendum (“Contradictory Term”), shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum. Notwithstanding anything in this Addendum to the contrary, nothing in this Addendum shall alter the rights and obligations of the respective parties under the HIPAA Rules.



II. RESPONSIBILITIES OF NCQA

Section 1. **Use and Disclosure of Protected Health Information.**

(a) NCQA may use and/or disclose PHI only as permitted or required by the Agreement, this Addendum, or as Required by Law, and in compliance with each applicable requirement of 45 CFR §164.504(e).

(b) NCQA may use the PHI in its possession for its proper management and administration or to fulfill any legal responsibilities of NCQA.

(c) NCQA may disclose PHI in its possession to a third party for the purpose of NCQA's proper management and administration or to fulfill any legal responsibilities of NCQA, if the disclosures are Required by Law and NCQA has received from the third party written assurances that (i) the information will be held confidentially and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party, and (ii) the third party will notify NCQA (and, in accordance with Article II, Section 3 of this Agreement, NCQA shall notify Licensee) of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(d) NCQA may de-identify PHI obtained under this Addendum or under the Agreement, and use and/or disclose such de-identified data on NCQA's own behalf in accordance with the de-identification requirements of the HIPAA Rules;

(e) Within fifteen calendar days of receiving a written request from Licensee, NCQA will make available to Licensee information necessary for Licensee to make an Accounting of Disclosures of PHI about an Individual in accordance with 45 C.F.R. §164.528 and, in accordance with the requirements for Accounting for Disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c), and if and when directed by Licensee, NCQA shall make that accounting directly to the Individual.

(f) NCQA will forward to Licensee within five business days of receiving any requests an Individual makes of NCQA pursuant to 45 C.F.R. §§ 164.524 or 164.526, so that Licensee or Covered Entity may respond to such requests. NCQA shall not respond directly to those Individual Requests.

(g) NCQA shall request, use and/or disclose the minimum amount of PHI necessary with regard to its use and/or disclosure of PHI under this Section 1. NCQA shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity. All other uses and disclosures of PHI not authorized by this Addendum or the Agreement are prohibited.

(h) NCQA will make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the Department of Health and Human Services ("HHS") in accordance with the HIPAA Rules.

(i) NCQA acknowledges that it may be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the use and disclosure requirements and any guidance issued by the Secretary from time to time.

Section 2. Appropriate Safeguards. NCQA will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI, other than as provided for by the Agreement, this Addendum, or as Required by Law, in accordance with the requirements set forth in 45 C.F.R. Part 164, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits.



NCQA will also keep current and document such security measures in written policies, procedures or guidelines, and make its policies and procedures, and documentation relating to such safeguards, available to the Secretary in accordance with the HIPAA Rules.

Section 3. Reporting of Improper Use or Disclosure of PHI. NCQA will within ten business days of becoming aware of any use or disclosure of PHI not permitted or required by the Agreement or this Addendum, or of any Security Incident with respect to Electronic PHI of which it becomes aware, report such use, disclosure, Security Incident to Licensee. NCQA agrees to mitigate, to the extent practicable, any harmful effect that is known to NCQA of a use or disclosure of PHI by NCQA in violation of the requirements of this Agreement. NCQA further agrees to report without unreasonable delay, and in no case later than thirty calendar days after discovery, any Breach of any Unsecured PHI in accordance with the security breach notification requirements set forth in 45 C.F.R. §§ 164.400, 164.402, and 164.410 and any guidance issued by the Secretary from time to time.

Section 4. Subcontractors and Agents. NCQA agrees that any time PHI is provided or made available to its subcontractors or agents, NCQA will enter into an agreement with the subcontractor or agent that contains the same conditions and restrictions on the use and disclosure of PHI as contained in the Agreement and this Addendum, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, and will ensure that all of its subcontractors and agents to whom it provides Electronic PHI agree to implement reasonable and appropriate safeguards to protect such Electronic PHI.

Section 5. Exchange of PHI and Communications. NCQA agrees to the following:

(a) NCQA shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 45 C.F.R. §§ 164.502(a)(5), 164.504(e)(2)(i), and 164.508(a).

(b) NCQA shall not make or cause to be made any communication about a product or service that is prohibited by 45 C.F.R. §§ 164.502(a)(5), 164.504(e)(2)(i), and 164.508(a).

(c) NCQA shall not make or cause to be made any written fundraising communication that is prohibited by 45 C.F.R. § 164.514(f).

III. OBLIGATIONS OF LICENSEE

Section 1. Compliance with HIPAA and ARRA. Licensee in performing its obligations and exercising its rights under this Addendum shall use and disclose PHI in compliance with the HIPAA Rules and ARRA, as applicable. Licensee agrees that it will not provide to NCQA PHI unless expressly requested by NCQA in the fulfillment of the Agreement.

IV. TERMINATION OF AGREEMENT

Section 1. Termination of Agreement by Licensee. Upon Licensee's knowledge of a breach of a material term of this Addendum by NCQA, Licensee shall provide NCQA with written notice of that breach in sufficient detail to enable NCQA to understand the specific nature of that breach and afford NCQA the opportunity to cure the breach; provided, however, that if NCQA fails to cure the breach within a reasonable time specified by Licensee, Licensee may terminate this Addendum. Upon termination of this Addendum under this Section, NCQA will comply with the return or destruction provisions of Article IV, Section 3 below, and Licensee may terminate the Agreement, unless the parties mutually agree that NCQA may review Licensee pursuant to the Agreement using only a Limited Data Set, or with information that has been de-identified, where such actions are permitted or authorized by Licensee's Covered Entity customer.



Section 2. **Termination of Agreement by NCQA.** Upon NCQA's knowledge of a breach of a material term of this Addendum by Licensee, NCQA shall provide Licensee with written notice of that breach in sufficient detail to enable Licensee to understand the specific nature of that breach and afford Licensee the opportunity to cure the breach; provided, however, that if Licensee fails to cure the breach within a reasonable time specified by NCQA, NCQA may terminate this Addendum as well as terminate the Agreement.

Section 3. **Return or Destruction of PHI.** Within thirty calendar days after termination or expiration of the Agreement or this Addendum, NCQA agrees to either return to Licensee or destroy all PHI received from the Licensee or created or received by NCQA on behalf of the Licensee and which NCQA still maintains in any form, including such information in possession of NCQA's subcontractors. NCQA agrees not to retain any copies of such PHI. If return or destruction of the PHI is not feasible, NCQA agrees to extend the protections, limitations and restrictions of this Addendum to NCQA's use and disclosure of PHI retained after termination and to limit any further uses or disclosures to the purposes that make return or destruction infeasible. Any de-identified information retained by NCQA shall not be re-identified except for a purpose permitted under this Addendum.

V. LIMITATION OF LIABILITY

Section 1. **Hold Harmless.** Each party agrees to hold harmless the other party to this Addendum from and against any and all claims, losses, liabilities, costs and other expenses (including reasonable attorney fees and costs associated with any suits, actions, proceedings, claims, or official investigations or inquiries) incurred as a result of: (i) any misrepresentation or non-fulfillment of any undertaking on the part of the party pursuant to this Addendum; and (ii) negligent or intentional acts or omissions in the party's performance under this Addendum. In no event will a party be responsible for any damages, caused by the failure of the other party to perform its responsibilities. If Covered Entity is an institution of a state government, this Article V shall apply only to the extent permitted under applicable state law, and nothing herein shall be deemed an express or implied waiver of sovereign immunity.

Section 2. **Damages.** NO PARTY SHALL BE LIABLE TO ANOTHER PARTY HERETO FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE RELATING TO OR ARISING FROM THE PERFORMANCE OR BREACH OF OBLIGATIONS SET FORTH IN THIS ADDENDUM, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

VI. MISCELLANEOUS

Section 1. **Choice of Law and Jurisdiction.** The laws of the District of Columbia shall govern this Addendum. The parties agree that any suit or litigation arising under this Addendum shall only be resolved in a court of competent jurisdiction in the District of Columbia. Notwithstanding the foregoing, this choice of law and venue provision shall not apply if Licensee is an institution of a state government and afforded sovereign immunity under applicable state law.

Section 2. **Change in Law; Amendment to Agreement.** The parties agree to negotiate to amend this Addendum as necessary to comply with any amendment to any provision of HIPAA, ARRA, their implementing regulations or other applicable laws or regulations that materially alters either party or both parties' obligations under this Addendum. The parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Addendum to give effect to such revised obligations. If the parties are unable to agree to mutually acceptable amendment(s) within sixty calendar days of the relevant change in law or regulations, either party may terminate this Addendum and the Agreement consistent with the terms of this Addendum and the Agreement.



Section 3. **Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 4. **Survival.** Articles I and II; Article IV, Section 3; Articles V, and VI shall survive termination of this Addendum. The last sentence of Article IV, Section 1 shall survive termination of this Addendum with regard to any de-identified information that NCQA creates using Licensee’s PHI.

Section 5. **Notice.** Any notice, consent, request or waiver, or other communications to be given hereunder by either party shall be given in writing and will be deemed to have been given when delivered personally or by registered mail, postage prepaid and return receipt requested or by facsimile with a confirming copy placed in the United States mail addressed as provided in Section 19 (F) of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum to be effective as of the date first above written.

For Licensee: Health Services Advisory Group, Inc.

By: Mary Ellen Dalton
Print Name: Mary Ellen Dalton, PhD, MBA, RN
Title: Chief Executive Officer
Date: 9/7/2021

For National Committee for Quality Assurance

By: Tom Fluegel
Print Name: Tom Fluegel
Title: Chief Operating Officer
Date: September 7, 2021



Appendix 8: NCQA HEDIS CAHPS Survey Vendor Certificate




National Committee for Quality Assurance
recognizes
Health Services Advisory Group, Inc. (HSAG)
for fulfilling all necessary requirements to conduct NCQA HEDIS® Surveys




MARGARET E. O'KANE
PRESIDENT
NATIONAL COMMITTEE FOR QUALITY ASSURANCE

November 1, 2021 DATE GRANTED		October 31, 2022 EXPIRATION DATE
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AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 1

LAGOV#: 2000773152

LDH #: _____

Agency Name... Bureau of Health Services Financing
(Regional/ Program/ Facility)

Original Contract Amount \$6,782,194.00

Original Contract Begin Date 03/01/2023

Original Contract End Date 02/28/2026

RFP Number: 3000017943

AND
Health Services Advisory Group (HSAG)
Contractor Name

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$6,782,194.00 Current Contract Term: 02/28/2026

Statement of Work Approved

Change Contract To: To Maximum Amount: \$6,782,194.00 Changed Contract Term: 02/28/2026

Statement of Work Submitted

Justifications for amendment:

Before the Centers for Medicare and Medicaid Services can approve the EQRO contract, in accordance with 42 CFR 438.370, specific points within the Statement of Work need to be in compliance with federal regulations and laws.

This Amendment Becomes Effective: 7/15/2024

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 Services Advisory Group, Inc.

Mary Ellen Dalton 10/23/2024
CONTRACTOR SIGNATURE DATE

PRINT NAME Mary Ellen Dalton, PHD MBA, RN

CONTRACTOR TITLE Chief Executive Officer

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Secretary, Louisiana Department of Health or Designee

DocuSigned by:
SIGNATURE Kimberly Sullivan DATE 10/24/2024

NAME Kimberly Sullivan, JD

TITLE Medicaid Executive Director

OFFICE Bureau of Health Services Financing

PROGRAM SIGNATURE DATE

NAME



LOUISIANA
DEPARTMENT OF
HEALTH

Bureau of Health Services Financing

Scope of Work

For

External Quality Review Organization (EQRO)

Health Services Advisory Group, Inc. (HSAG)

RFP #: 3000017943

PO# 2000773152

GLOSSARY AND ACRONYMS

Glossary

Abuse	Practices that are inconsistent with sound fiscal, business, or medical practices, and result in unnecessary cost to the Medicaid program, or in payment for services that are not medically necessary, or that fail to meet professionally recognized standards for health care.
Addendum	A modification issued by LDH to modify the original solicitation document.
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any Contract resulting from this solicitation.
Agent	An entity or individual that Contracts with LDH or the EQRO to perform administrative functions, including but not limited to, fiscal intermediary activities, outreach, eligibility, and enrollment activities, systems and technical support, etc.
Breach	The acquisition, access, use, or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security, or privacy of the protected health information.
Bureau of Health Services Financing (BHSF)	The Agency within the Louisiana Department of Health, Office of Management and Finance, that has been designated as Louisiana’s single State Medicaid agency to administer the Medicaid and CHIP programs.
Business Day	Traditional workdays, including Monday, Tuesday, Wednesday, Thursday and Friday. State holidays are excluded and traditional work hours are 8:00 a.m. – 5:00 p.m., unless the context clearly indicates otherwise.
CAHPS	The Consumer Assessment of Healthcare Providers and Systems is a standardized survey of enrollees’ experiences with ambulatory and facility-level care established by the Agency for Healthcare Research and Quality (AHRQ).
Calendar Day	Each of the seven (7) days of the week. Unless otherwise specified, the term “days” in the Contract refers to calendar days/day.
Can	Denotes a preference but not a requirement.
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the State Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CFR	Code of Federal Regulations.
CHIP	Children’s Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.

Claim	A claim is either: (1) A bill for services, (2) a line item of service, or (3) all services for one enrollee within a bill.
Contract	Written and signed agreement between LDH and the Contractor, which will include, by reference, the RFP, any and all addenda, appendices, attachments, or amendments thereto, and the terms of the Contractor's Proposal.
Contract Execution	When all parties to the Contract have executed the Contract thereby putting its terms and conditions into effect.
Contract Term	The period during which the Contract is in effect.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Coordinated System of Care (CSoC)	A program designed to help children and youth, from ages 5 through 20, who have significant emotional and/or behavioral health challenges and are in, or at risk of out-of-home placement. It offers services and supports that help these youth return to or remain at home while they are being helped. This name also refers to Louisiana's Contracting Prepaid Inpatient Health Plan (PIHP).
Corrective Action Plan (CAP)	A plan developed by the Contractor that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency. The CAP outlines all steps/actions and timeframes necessary to address and resolve the deficiency. Use of the CAP will be at the discretion of LDH.
Covered Services	Those health care services to which an eligible Medicaid Beneficiary is entitled under the Louisiana Medicaid State Plan.
Deliverable	Anything submitted to LDH by the Contractor to fulfill requirements of the Contract, which include, but is not limited to the following, a document, manual, file, plan, or report.
Department	The Louisiana Department of Health also referred to as LDH throughout this RFP. The State Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana.
Disclosure	The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
Eligible	An individual determined eligible for assistance in accordance with the Medicaid State Plan(s) under Title XIX (Medicaid) or Title XXI (CHIP) of the Social Security Act.
Encounter Data	Healthcare encounter data include: (i) all data captured during the course of a single healthcare encounter that specify the diagnoses, co-morbidities, procedures (therapeutic, rehabilitative, maintenance, or palliative), pharmaceuticals, medical devices and equipment associated with the enrollee receiving services during the encounter; (ii) the identification of the enrollee receiving and the provider(s) delivering the healthcare services during the single encounter; and, (iii) a unique, i.e. unduplicated, identifier for the single encounter.

Enrollment Broker	The State's contracted or designated agent that performs functions related to choice counseling, enrollment and disenrollment of potential enrollees and enrollees into an MCO.
Evidence-Based Practice	Clinical interventions that have demonstrated positive outcomes based on evidence produced from several research studies designed to assist consumers in achieving their desired goals of health and wellness.
External Quality Review (EQR)	The analysis and evaluation by a Contractor, of aggregated information on quality, timeliness, and access to the health care services that an MCO or PIHP, or their providers furnish to Medicaid beneficiaries.
External Quality Review Organization (EQRO)	An organization that meets the competence and independence requirements set forth in 42 CFR § 438.354, and performs external quality review and other EQR-related activities as set forth in 42 CFR § 438.358, or both.
Fiscal Intermediary (FI)	Designee or agent responsible in the current FI delivery model for an array of support services including MMIS development and support, claims processing, pharmacy support services, provider support services, financial and accounting systems, prior authorization and utilization management, fraud and abuse systems, and decision support.
Fiscal Year (FY):	The budget year - Federal Fiscal Year: October 1 through September 30; State fiscal year: July 1 through June 30.
Fraud	As relates to Medicaid Program Integrity, fraud is an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him or some other person. It includes any act that constitutes fraud under applicable federal or State law. Fraud may include deliberate misrepresentation of need or eligibility; providing false information concerning costs or conditions to obtain payment or certification; or claiming payment for services which were never delivered or received.
Full Time	Forty (40) hours per week.
Quality Measure Steward	The measure steward is responsible for making necessary updates to the measure, and for informing the validating entity about any changes made to the measure on an annual basis. In addition, the measure steward is responsible for providing the required measure information during the measure maintenance process.
Health Information	Any information, including genetic information, whether oral or recorded in any form or medium, that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care.
Health Plan	An individual or group plan that provides, or pays the cost of, medical care.
HIPAA Privacy Rule	Health Insurance Portability and Accountability Act (HIPAA) federal standards for the privacy of individually identifiable health information, found at 45 CFR Part 164, Subpart E.

HIPAA Security Rule	Health Insurance Portability and Accountability Act (HIPAA) federal standards for the security of individually identifiable health information, found at 45 CFR Part 164, Subpart C.
Immediately	Without delay, but not more than twenty-four (24) hours.
Information Systems (IS)	A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.
Liquidated Damages	Damages that may be assessed whenever the Contractor or its Subcontractors fail to achieve certain performance standards and other required items as detailed in the terms and conditions of the Contract.
Louisiana Children’s Health Insurance Program (LaCHIP)	Louisiana’s name for the Children’s Health Insurance Plan created by Title XXI of the Social Security Act in 1997. Provides health care coverage for uninsured children up to age 19 through a Medicaid expansion program for children at or below 200% FPL and a separate State CHIP program for the unborn prenatal option and for children with income from 200% up to and including 250% FPL.
Louisiana Department of Health (LDH)	The State Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens in the State of Louisiana.
Louisiana Medicaid State Plan	The binding written agreement between Louisiana’s Department of Health and CMS that describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Managed Care Entity (MCE)	Denotes either a managed care organization, prepaid inpatient health plan, prepaid ambulatory health plan, or primary care case management that has, or is seeking to qualify for, a comprehensive risk Contract that meets the requirements of 42 CFR § 438.2.
Managed Care Organization (MCO)	An entity that has, or is seeking to qualify for, a comprehensive risk Contract that meets the requirements of 42 CFR §438.2.
Managed Care Program	Louisiana Medicaid program providing Medicaid covered services to enrollees through select MCOs with the goal of effectively utilizing resources to promote the health and well-being of Louisianans in LDH’s Medicaid Managed Care Program.
May / Can	The terms “may” and “can” denote an advisory or permissible action(s).
Measurable	Applies to a Contractor objective and means the ability to determine definitively whether or not the objective has been met, or whether progress has been made toward a positive outcome.
Measurement Year	The timeframe during which health care services are provided. For example, for most HEDIS® measures, the previous calendar year is the standard measurement year. The health care quality measure steward defines the measurement year (or period) in the technical specifications for each measure.

Medicaid	A means tested federal-state entitlement program enacted in 1965 by Title XIX of the Social Security Act Amendment. Medicaid offers federal matching funds to states for costs incurred in paying healthcare providers for serving covered individuals.
Medicaid Beneficiary	An individual who has been determined eligible, pursuant to federal and State law, to receive medical care, goods, or services for which LDH may make payments under the Medicaid or LaCHIP programs.
Medicaid Managed Care Plan	Denotes either a managed care organization, prepaid inpatient health plan, prepaid ambulatory health plan, or primary care case management as defined in this Glossary.
Medicaid Recipient	An individual who has been determined eligible, pursuant to federal and State law, to receive medical care, goods or services for which LDH may make payments under the Medicaid or CHIP Program, who may or may not be currently enrolled in the Medicaid or CHIP Program, and on whose behalf payment is made.
Medical Record	A single complete record kept at the site of the enrollee's treatment(s), which documents medical or allied goods and services, including, but not limited to, outpatient and emergency medical health care services whether provided by the MCO, its Subcontractor, or any out-of-network providers. The records may be electronic, paper, magnetic material, film or other media. In order to qualify as a basis for reimbursement, the records must be dated, legible, and signed or otherwise attested to, as appropriate to the media, and meet the requirements of 42 CFR § 456.111 and § 456.211.
Member	A Medicaid enrollee.
Monetary Penalty	Financial assessment that may be enforced whenever a Contractor and/or its Subcontractors fail to meet the requirements of this Contract.
Must	The term "must" denotes a requirement(s).
Network	As utilized in the RFP, "network" may be defined as a group of participating providers linked through provider agreements or Contracts with the MCEs to supply a range of medical services. Also called a provider network.
Network Adequacy	A network of providers for the managed care entities that is sufficient in numbers and types of providers and facilities to ensure that all services are accessible to enrollees without unreasonable delay. Adequacy is determined by a number of factors, including but not limited to, provider patient ratios; geographic accessibility and travel distance; waiting times (defined as time spent both in the lobby and in the examination room prior to being seen by a provider) for appointments and hours of provider operations.
Original Signature	Denotes that a document must be signed in ink.
Performance Improvement Projects (PIP)	Projects designed to achieve, through ongoing measurements and interventions, significant improvement, sustained over time, in clinical care, and nonclinical care areas that have a favorable effect on health outcomes and enrollee satisfaction.

Performance Measures	Criteria that quantify healthcare processes, outcomes, patient perceptions, and organizational structure and/or systems that are associated with the ability to provide high-quality health care and/or that relate to one or more quality goals for health care.
Plan	An individual or group that provides, or pays the cost of, medical care.
Policies	The general principles, which guide decisions and outcomes; high-level overall plans embracing general goals and acceptable procedure. As used herein in reference to LDH, policies are the general principles by which LDH is guided in its management of the Title XIX program.
Prepaid Ambulatory Health Plan (PAHP)	An entity Contracting with the State that meets the requirements contained in 42 CFR § 438.2.
Prepaid Inpatient Health Plan (PIHP)	An entity Contracting with the State that meets the requirements contained in 42 CFR § 438.2.
Proposer	A firm or individual who responds to this RFP.
Protected Health Information (PHI)	Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
Provider	Any Medicaid service provider contracted with a Health Plan and/or enrolled in the Medicaid Program.
Provider Directory	A listing of health care service providers within the Contractor's provider network that is prepared by the MCO as a reference tool to assist enrollees in locating providers that are available to provide services.
Quality	The degree to which an MCO or PIHP increases the likelihood of desired health outcomes of its enrollees through its structural and operational characteristics and through the provision of health services that are consistent with current professional knowledge.
Quality Companion Guide	Written instructional document for performance improvement projects, performance measure specifications and validation processes.
Quality Strategy	Establishes a planned, systematic, organization wide approach to ongoing Quality Improvement processes to continually improve and monitor Medicaid/Children's Health Insurance Program (CHIP) care and services.
Readiness Review	Assessment prior to implementation of the MCE's ability to fulfill the RFP requirements. Such review may include, but is not be limited to, the review of proper licensure, operational protocols, review of MCE standards, and review of systems. The review may be done as a desk review, on-site review, or combination of both and may include interviews with pertinent personnel so that LDH can make an informed assessment of the MCE's ability and readiness to render services.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
Relationship	Relationship is described as follows for the purposes of any business affiliations discussed in Section 5: A director, officer, or partner of the Contractor; a person with beneficial ownership of five percent or more of the Contractor's equity; or a person with an employment, consulting, or

	other arrangement (e.g., providers) with the Contractor's obligations under its Contract with the State.
Reliability	The internal consistency of a study instrument, and the reproducibility of study results when the survey or intervention is administered under different conditions (e.g., by different people, or at different times).
Representative	Any person who has been delegated the authority to obligate or act on behalf of another. Also known as the authorized representative or AR.
Request for Proposals (RFP)	As it relates to the EQRO, the process by which LDH invites proposals from interested parties for the procurement of specified services.
Sample	A subset selected from a population.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Shall / Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
Significant	As utilized in this RFP, except where specifically defined, shall mean important in effect or meaning.
Social Security Act	The current version of the Social Security Act of 1935 (42 U.S.C. §301 et seq.), which encompasses the Medicaid Program (Title XIX) and CHIP Program (Title XXI).
Solvency	The minimum standard of financial health for a Contractor where assets exceed liabilities and timely payment requirements can be met.
Standard	A reference point, generally the ideal, against which other things can be evaluated; the model of authority or excellence.
State	The term "State" shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
State Plan	Refers to the Louisiana Medicaid State Plan.
Stratification	The process of partitioning data into distinct or non-overlapping groups.
Subcontractor	A person, agency, or organization with which the Contractor has subcontracted or delegated some of its management functions or other Contractual responsibilities to comply with the terms and provisions of the Contract.
Subsidiary	An affiliate controlled by such person or entity directly or indirectly through one or more intermediaries.
Timely	Existing or taking place within the designated period; within the time required by statute or rules and regulations, Contract terms, or policy requirements.
Title XIX	Title of the Social Security Act of 1935, as amended, that encompasses and governs the Medicaid Program.
Title XXI	Title of the Social Security Act of 1935, as amended, that encompasses and governs the Children's Health Insurance Program (CHIP).
Transition Phase	Includes all activities the EQRO is required to perform between the date the Contract is signed by all parties and the operational start date as defined in this RFP.
Transition Plan	Written plan developed by the Contractor, approved by LDH, to be employed during the Transition Phase, which includes all activities the

	Contractor is required to perform in conjunction with the end of the Contract.
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Utilization	The rate patterns of service usage or types of service occurring within a specified period.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias, and in accord with standards for data collection and analysis.
Variable	A characteristic or condition that changes or has different values for different individuals.
Week	The seven-day week, Monday through Sunday.
Will	Denotes a requirement.

Acronyms

BAFO	Best and Final Offers
BHSF	Bureau of Health Services Financing
CFR	Code of Federal Regulations
CAHPS	Consumer Assessment of Healthcare Providers and Systems
CAHPS-A	Consumer Assessment of Healthcare Providers and Systems-Health Plan Survey 5.0H, Adult
CAHPS-C	Consumer Assessment of Healthcare Providers and Systems-Health Plan Survey 5.0H, Child
CAP	Corrective Action Plan
CAQH	Council for Affordable Quality Healthcare
CCC	Children with Chronic Conditions
CFR	Code of Federal Regulations
CHIP	Children’s Health Insurance Program
CHIPRA	Children’s Health Insurance Program Reauthorization Act of 2009
CMS	Centers for Medicare and Medicaid Services
CSoC	Coordinated System of Care
CY	Calendar Year
DOA	Division of Administration
EFT	Electronic Funds Transfer
EQR	External Quality Review
EQRO	External Quality Review Organization
FPL	Federal Poverty Level
FTP	File Transfer Protocol
HEDIS	Healthcare Effectiveness Data and Information Set
HHS	United States Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
IDSS	Interactive Data Submission System
IS	Information Systems

JLCB	Joint Legislative Committee on the Budget
LaCHIP	Louisiana Children's Health Insurance Program
LDH	Louisiana Department of Health
LDR	Louisiana Department of Revenue
MARS-E	Minimum Acceptable Risk Standards for Exchanges
MCE	Managed Care Entity
MCO	Managed Care Organization
MMIS	Medicaid Managed Information System
NCQA	National Committee for Quality Assurance
NON-CCC	Children with non-chronic conditions
NR	Not Reported
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health
OCDD	Office for Citizens with Developmental Disabilities
OMF	Office of Management and Finance
OPH	Office of Public Health
OS	Office of the Secretary
OSP	Office of State Procurement
OTS	Office of Technology Services
PAHP	Prepaid Ambulatory Health Plan
PDSA	Plan Do Study Act
PHI	Protected Health Information
PIHP	Prepaid Inpatient Health Plan
PII	Personally Identifiable Information
PIP	Performance Improvement Project
PM	Performance Measure
QRS	Quality Rating System
RFP	Request for Proposals
SFTP	Secure File Transfer Protocol
SFY	State Fiscal Year
TA	Technical Assistance
USC	United States Code
VPN	Virtual Private Network

PART 6: SCOPE OF WORK

6.1 Scope of Work

The Contractor will be required to perform the EQR activities as outlined in 42 CFR § 438.358 and § 438.360 for the Louisiana Medicaid managed care delivery system. Specifically, the Contractor will be required to: 1) develop evaluation methodologies for the EQR activities; 2) perform data collection and analysis; 3) prepare reports presenting evaluation findings and recommendations; and 4) provide technical assistance to LDH and its contracted MCEs. Contractor will need to complete the deliverables in accordance with the frequencies and expectations specified in this RFP for the State to comply with federal requirements and to assure adequate oversight of Louisiana’s Medicaid managed care delivery system.

The Contractor will be responsible for the deliverables as described in Section 6.2, including all preparatory and intervening steps, whether or not LDH has explicitly specified or delineated them within the RFP.

The services to be provided under the resulting Contract include multiple tasks and deliverables that are consistent with applicable federal EQR regulations and protocols for managed care entities such as MCOs, PIHPs and PAHPs. The specifications for deliverables required under the RFP may evolve from year to year in response to program changes. Such modifications would be implemented through an allowable Contract amendment which requires approval by the Office of State Procurement.

The Contractor shall have assigned staff who are, or have a subcontract with a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA) certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor.

The Contractor shall have the designation as, or subcontract with a qualified organization that is designated as, an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Vendor.

6.1.1 The Contractor shall have the following at a minimum:

6.1.1.1 Staff with demonstrated experience, knowledge and/or skills of:

- a. Serving Medicaid beneficiaries, handling Medicaid policies, data systems and processes;
- b. Managed care delivery systems, organizations, and financing;
- c. Quality assessment and improvement methods;
- d. Research design and methodology, including statistical analysis; and
- e. Practical or clinical health care experience.

6.1.1.2 Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.

6.1.1.3 Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any Subcontractors.

6.1.1.4 The Contractor and its Subcontractors must be independent from the State Medicaid agency and from the MCOs, PIHPs, or PAHPs entities (described in 42 CFR § 438.310(c)(2)) that they review. To qualify as “independent”:

6.1.1.4.1 If a State agency, department, university, or other State entity:

- a. May not have Medicaid purchasing or managed care licensing authority; and

- b. Must be governed by a Board or similar body whose majority of members are not government employees.

6.1.1.4.2 The Contractor **and its subcontractor(s) SHALL ~~MAY NOT~~**:

- 6.1.1.4.2.1** Review any managed care entity, or a competitor operating in the State, over which **it** the Contractor exerts control or which exerts control over **it** the Contractor (as used in this paragraph, "control" has the meaning given the term in 48 CFR 19.101) through:
 - a. Stock ownership;
 - b. Stock options and convertible debentures;
 - c. Voting trusts;
 - d. Common management, including interlocking management; and
 - e. Contractual relationships.
- 6.1.1.4.2.2** Deliver any health care services to Medicaid beneficiaries;
- 6.1.1.4.2.3** Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, or PAHP services, except for the related activities specified in 42 CFR § 438.358;
- 6.1.1.4.2.4** Review any MCO, PIHP, or PAHP entity for which it is conducting or has conducted an accreditation review within the previous three (3) years; or
- 6.1.1.4.2.5** Have a present, or known future, direct, or indirect financial relationship with an MCO, PIHP, or PAHP entity that it will review **under the terms of this Contract** as a Contractor.

6.2 Deliverables and Performance Standards

The Contractor must perform the external quality review activities as outlined in 42 CFR § 438.358 and 438.360 for the Louisiana Medicaid managed care delivery system.

The federal Centers for Medicare and Medicaid Services (CMS) issued protocols for Contractors to use as guidance when undertaking the mandatory and optional tasks for external quality reviews. Included are protocols for validating performance measures, calculating performance measures, validating performance improvement projects, administering consumer or provider surveys of quality of care, validating consumer and provider surveys, and validating encounter data. The Contractor shall comply with federal rules and CMS protocols.

The Contractor shall produce a monthly activity/status report of all deliverables and services completed for the prior month as well as planned activities for the next month. The report shall include the deliverable, activity performed, status, date completed or timeline to completion and any anticipated project risks or issues. The report shall be submitted to LDH no later than the fifteenth (15th) of each month.

The Contractor shall participate in monthly meetings to review the monthly activity report.

The Contractor shall participate in meetings as needed to address any issues with the deliverables of this Contract.

6.2.1 Performance Evaluation and Improvement

6.2.1.1 HEDIS Performance Measure (PM) Validation

LDH currently uses MCE self-reported, audited HEDIS performance measures as a component of the Quality Strategy to evaluate MCE performance, monitor MCE compliance with LDH's performance standards, meet federal requirements for the mandatory activity of validation of performance measures as specified in 42 CFR § 438.358, and complete a comparative review of quality process and outcome measures based on HEDIS. MCEs employ their own certified HEDIS auditor to complete the data collection and submission of the measures to NCQA and as required in the Medicaid Managed Care Program and Medicaid Managed Care Provider Agreements. The measures must have received a "report" designation from the HEDIS-certified auditor and must be specific to the Medicaid population under evaluation and as specified in the Provider Agreement.

The Contractor must complete the following tasks:

- 6.2.1.1.1 Review the health plans' final audit reports to identify any potential data collection or reporting issues that may impact the final audited rates;
- 6.2.1.1.2 Evaluate the reason any self-reported measures received an audit designation of "Not Reported" (NR);
- 6.2.1.1.3 Based on the review of the final audit reports and any NR designations for reported measures, provide a report summarizing the final audit reports to include documentation of any findings that impact LDH's evaluation of managed care delivery system performance, determination of the managed care delivery system's compliance with minimum performance standards, evaluation of performance related to the award of performance incentives, and recommendations to LDH related to potential corrective actions or quality improvement;
- 6.2.1.1.4 Develop, maintain, and update LDH's specifications documents for health plans' self-reported, audited results;
- 6.2.1.1.5 Validate that the HEDIS measures reported by the health plans are consistent with the protocols established by CMS for performance measure validation; and use the results for evaluation of the Louisiana Medicaid Program; and
- 6.2.1.1.6 Maintain a data repository for the health plans' National Committee for Quality Assurance (NCQA) Interactive Data Submission System (IDSS) self-reported, audited HEDIS results and final audit reports, facilitating access to the files for LDH and provide an industry-standard data exchange mechanism (e.g., secure file transfer protocol (FTP)).

Frequency: Annually **by July 31st or as otherwise specified by LDH**

Deliverable tied to payment: The Contractor must:

1. Produce one (1) final audit review summary report annually for the Louisiana Medicaid Managed Care Program. The report must contain MCE-specific findings.

2. Produce one (1) specifications document annually for the Louisiana Medicaid Managed Care Program delivery system that describes methods for the submission of the MCE self-reported, HEDIS audited data to LDH.

Payment: Each report and specification document shall be compensated at a fixed price.

6.2.1.2 HEDIS Performance Measure Calculation and Reporting

- 6.2.1.2.1** The Contractor must produce reports using the MCEs' self-reported, audited HEDIS data that include MCE-specific and Statewide results, and national benchmarks, per program, and MCE compliance with performance standards per LDH's specifications and timelines. Report formats will be developed in consultation with, and approved by, LDH.

Frequency: Annually **by July 31st or as otherwise specified by LDH**

Deliverable tied to payment: The Contractor will be responsible for producing one (1) report annually for the Louisiana Medicaid Managed Care Program that contains MCE-specific and Statewide results.

Payment: Each report shall be compensated at a fixed price.

6.2.1.3 Technical Assistance for Health Plan Performance Measures (HEDIS, CAHPS, non- HEDIS and LDH-specific measures)

- 6.2.1.3.1** The Contractor will assist LDH, as needed, in establishing performance measures and standards for the Louisiana Medicaid Managed Care Program and by making research-driven recommendations based on industry standards and best practices of other states, CMS, and national organizations. The following tasks pertain to the current Louisiana Medicaid Managed Care Program.

- 6.2.1.3.2** The Contractor shall assist LDH in the identification and selection of performance measures and/or measurement sets that are used to monitor the compliance of health plans with minimum performance standards and/or to award performance incentives to plans that meet LDH specified criteria. LDH has used criteria such as the following when selecting measures:

6.2.1.3.2.1 Are clinically appropriate for the specific population(s) being monitored;

6.2.1.3.2.2 Align with and support the goals of LDH's Quality Strategy;

6.2.1.3.2.3 Produce meaningful and robust results for Louisiana's key areas of focus;

6.2.1.3.2.4 Integrate new measures as industry measurement sets evolve (e.g., CHIPRA, Adult Medicaid Core Set, etc.);

6.2.1.3.2.5 Ensure reliability, availability, standardization, and accuracy of data sources (e.g. claims, vital statistics, etc.) required for calculation of measures; and

- 6.2.1.3.2.6 May be trended over time to measure changes in performance, comparisons to other Louisiana Medicaid plans, and comparisons with national benchmarks.
- 6.2.1.3.3 The Contractor shall recommend and/or evaluate methodologies for establishing minimum performance standards used to monitor plan compliance and set performance incentive levels used to award performance incentives to health plans using criteria specified by LDH. LDH has used criteria such as the following when selecting minimum performance standards:
 - 6.2.1.3.3.1 Are based on research and knowledge of other states', organizations', and CMS' approaches to setting performance expectations for providers and MCEs;
 - 6.2.1.3.3.2 Use national benchmarks and/or other industry-based standards when available and appropriate;
 - 6.2.1.3.3.3 Drive performance improvement for Louisiana's Medicaid Managed Care Program;
 - 6.2.1.3.3.4 May be adjusted if there are changes in methodologies after the performance expectations are set; and
 - 6.2.1.3.3.5 Use statistical analyses, or other sound methodology for setting standards, when national benchmarks are not available.
- 6.2.1.3.4 The Contractor shall identify and inform LDH of updates in HEDIS, CAHPS, and nationally recognized non-HEDIS measure methodology within seven (7) calendar days of the release of published updates;
- 6.2.1.3.5 The Contractor shall quantify the potential impact on HEDIS results from methodology changes to specific HEDIS measures using sound analytical techniques, in accordance with LDH's timeline;
- 6.2.1.3.6 The Contractor shall recommend a methodology for adjusting performance standards if a measure's methodology changes after LDH performance standards are set;
- 6.2.1.3.7 The Contractor shall perform ad hoc analyses related to questions raised by LDH and/or health plans regarding performance measure result calculations;
- 6.2.1.3.8 The Contractor shall act as a liaison between LDH and NCQA and/or CMS with respect to specific questions on HEDIS or CAHPS measures and methodologies;
- 6.2.1.3.9 The Contractor shall ensure data collaboration, consistency, and coordination calculating HEDIS and CAHPS performance measure results with CMS for the duration of the Louisiana Medicaid Managed Care Program; and
- 6.2.1.3.10 For the CSoc PIHP, the Contractor will validate select performance measures in accordance with CMS EQR Protocol 2, Validation of Performance Measures, which may include non-HEDIS performance metrics.
- 6.2.1.3.11 The Contractor shall provide technical assistance to managed care entities and LDH, as needed, related to HEDIS and health plan self-reported data issues and their resolution.

Frequency: ~~As needed by LDH~~ **Annually by July 31st or as otherwise specified by LDH**

Deliverable tied to payment:

1. For every LDH technical assistance request, the Contractor will be responsible for providing a written summary for the Louisiana Medicaid managed care program that summarizes results and other information as requested by LDH.
2. Produce one (1) final audit review summary report annually for the CSOC Program. The report must contain MCE-specific findings.

Payment:

1. The Contractor shall be compensated at an hourly rate for activities related to technical assistance deliverable(s).
2. The Contractor shall be compensated at a fixed price for the CSOC report.

6.2.2 Consumer Surveys: Consumer Assessment of Healthcare Providers & Systems (CAHPS-A and CAHPS-C)

Louisiana Medicaid uses CAHPS surveys to monitor the performance of the Louisiana Medicaid Managed Care Program and to evaluate MCO compliance with program requirements. Louisiana Medicaid requires MCOs to administer annual adult and child CAHPS surveys to their Louisiana Medicaid membership and to submit their survey data to LDH, NCQA, and the Contractor.

The Contractor will be required to receive, validate, and analyze each MCO's CAHPS survey data and produce reports of survey findings for the State.

6.2.2.1 Data Receipt and Validation

Louisiana's managed care organizations are required to administer the NCQA HEDIS CAHPS Adult Medicaid Health Plan Survey and the NCQA HEDIS CAHPS Child Medicaid Health Plan Survey (with the chronic conditions measurement set) and to submit the items listed below to LDH on an annual basis. The plans are required to submit to the State member-level data according to CAHPS Submission Member-Level Data File Layout specifications. The documents submitted to the Contractor on behalf of LDH are:

- 6.2.2.1.1** NCQA Summary-Level Reports (three (3) pdf files)
- 6.2.2.1.2** NCQA CAHPS Member-Level Data File Layout
- 6.2.2.1.3** CAHPS Survey Instruments
- 6.2.2.1.4** Adult and Child raw data files from each managed care plan
- 6.2.2.1.5** Letter of validation from Contractor
- 6.2.2.1.6** Survey Supplier(s) Contact Information

The Contractor must perform the following requirements:

1. Establish and maintain a secure file transfer protocol (SFTP) site to allow for receipt of data;
2. Receive, maintain, and process the data;
3. Validate the data in accordance with the most current HEDIS Specifications for Survey Measures; NCQA's Quality Assurance Plan for HEDIS Survey Measures; NCQA data file layouts; and NCQA Summary Reports (for LDH's Contracting plans); and
4. Inform LDH that all required data files were received and confirmed with all data submission specifications.

6.2.2.2 Data Analysis

The Contractor must perform the following general requirements:

- 6.2.2.2.1** Analyze data using Medicaid CAHPS Health Plan Survey data files imported from LDH's contracted MCOs;
- 6.2.2.2.2** Analyze data in accordance with the most current HEDIS Specifications for Survey Measures, NCQA's Quality Assurance Plan for HEDIS Survey Measures, and the NCQA Summary-Level Reports (from LDH's contracted MCOs); and
- 6.2.2.2.3** Analyze adult and general child member (general population and chronic conditions) data at the Statewide level for each managed care plan.

The Contractor must perform the following specific analyses if not provided by the contracted managed care organizations:

- 6.2.2.2.3.1** Calculate response rates;
- 6.2.2.2.3.2** Prepare adult, general child, children with chronic conditions (CCC), and children without chronic conditions demographic (non-CCC) profiles;
- 6.2.2.2.3.3** Prepare general child, CCC, and non-CCC respondent profiles;
- 6.2.2.2.3.4** Prepare a profile of members classified as children with chronic conditions (i.e., responses to the CCC screener questions);
- 6.2.2.2.3.5** Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCO and Louisiana Medicaid Managed Care Program levels, with respect to member age, gender, race, and ethnicity;
- 6.2.2.2.3.6** Conduct a comparative analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between MCO level and Louisiana Medicaid Managed Care Program level scores;
- 6.2.2.2.3.7** Conduct a trending analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically

significant differences between current and prior years' scores for each managed care plan and the Louisiana Medicaid Managed Care Program;

- 6.2.2.2.3.8** Produce star ratings tables for adult and general child members that compare MCO and Louisiana Medicaid Managed Care Program three point means for the core measures (i.e., global ratings and composite measures) to national Medicaid benchmarks provided in NCQA CAHPS Benchmarks and Thresholds for Accreditation;
- 6.2.2.2.3.9** Conduct a key drivers analysis for approximately three (3) of the CAHPS core measures (to be determined) which includes a review of MCOs and Louisiana Medicaid Managed Care Program performance on the key drivers to identify strengths and weaknesses and present findings using an analytic diagram or model (e.g., a priority matrix, opportunity);
- 6.2.2.2.3.10** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the adult and general child populations, as specified by LDH;
- 6.2.2.2.3.11** Conduct a comparative analysis of CCC and non-CCC three point means, and test for statistically significant differences between CCC and non-CCC level scores;
- 6.2.2.2.3.12** Conduct a trending analysis of CCC and non-CCC three point means, and test for statistically significant differences between current and prior year's scores for each population; and
- 6.2.2.2.3.13** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the CCC population only, as specified by LDH.

Frequency: Annually by July 31st or as otherwise specified by LDH

Deliverable tied to payment: The Contractor must produce the following reports each Contract year, for a total of four (4) reports.

1. One (1) Dashboard Report (this is a static report, approximately five (5) pages in length, that contains initial summary findings for the core measures, in graphical displays), submitted to LDH at the commencement of data analysis);
2. One (1) Executive Summary Report;
3. One (1) Full Report (to include an introduction, survey methodology, findings, conclusions and recommendations); and
4. One (1) Survey Methodology Report.

The Contractor will work with LDH to further define analytical and reporting expectations (e.g., report outlines, data analysis plans).

Payment: Each report shall be compensated at a fixed price.

6.2.3 MCE Quality Rating System (QRS)

Pending final guidance from CMS, the Contractor will assist LDH with adopting a Medicaid managed care Quality Rating System (QRS) developed by CMS to evaluate and apply a rating to measure the quality of care provided by Louisiana Medicaid MCEs. LDH will utilize the CMS framework, methodology and identified performance measures in accordance with 42 CFR § 438.334 that align with the summary indicators of the qualified health plan QRS developed per 45 CFR § 156.1120. LDH reserves the right to add additional performance measures to the QRS to ensure alignment with the Louisiana quality strategy.

Following the issuance of final CMS guidance, technical specifications and protocols, and at the request of LDH, the Contractor will:

- 6.2.3.1 Establish a work plan for producing the Louisiana Medicaid Quality Rating System, considering applicable national requirements from CMS including compliance with new CMS guidelines and innovative approaches used by other State Medicaid programs and/or the health care industry;
- 6.2.3.3 Support as necessary any data collection from MCEs and data submission to CMS as required for specified QRS performance measures;
- 6.2.3.4 Produce any associated reference materials (e.g., score calculation and data source documentation), as specified and approved by LDH, on an annual basis;
- 6.2.3.5 Develop and maintain the Louisiana Medicaid QRS methodology documents and revise annually in collaboration with LDH;
- 6.2.3.6 Integrate new measures as CMS and industry measurement sets evolve and as requested by LDH;
- 6.2.3.7 Modify/enhance the MCE Quality Rating System as specified by LDH in response to and in alignment with LDH's changing business requirements (e.g., LDH branding, changes in federal regulations, revisions to the Contracts between LDH and the Managed care entities) and/or changes to report card measure specifications (e.g., HEDIS, CAHPS);
- 6.2.3.8 Modify and/or enhance the QRS tools (analytics, reporting, and/or reference materials) as needed, to align with LDH's changing business requirements; and
- 6.2.3.9 Provide assistance to the plans on how to read, interpret, and use the system as part of a performance improvement strategy.

Frequency: Annually (subject to CMS finalization of QRS guidance and related technical specifications and protocols) **by July 31st or as otherwise specified by LDH.**

Deliverables tied to payment:

1. Following the issuance of final CMS technical specifications and protocols, the Contractor must establish a work plan for producing the Louisiana Medicaid QRS to assist LDH in evaluating the performance of the Louisiana Medicaid contracted MCEs. The work plan shall be updated annually as required.

2. Once the Louisiana Medicaid QRS becomes available, the Contractor must produce and evaluate the electronic scores and produce individual plan and summary results on an annual basis.

Payment: Each deliverable shall be compensated at a fixed price.

6.2.4 Provider Satisfaction Surveys

Louisiana Medicaid uses Provider Satisfaction Surveys to monitor the performance of its Medicaid Managed Care Program. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for the State.

The Contractor must perform the following general requirements in collaboration with LDH:

- 6.2.4.1** Identify study populations and indicators;
- 6.2.4.2** Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments;
- 6.2.4.3** Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error;
- 6.2.4.4** Develop and follow a detailed work plan approved by LDH;
- 6.2.4.5** Develop and follow reporting expectations and report outlines in consultation with LDH;
- 6.2.4.6** Use survey administration protocols designed to achieve high response rates;
- 6.2.4.7** Use data collection procedures that ensure data are valid and reliable; and
- 6.2.4.8** Validate data by:
 - a. Validating that the number of records and completes match final disposition report;
 - b. Ensuring disposition codes and questions are coded according to project specifications;
 - c. Validating that all data elements have valid values; and
 - d. Calculating results in accordance with a data analysis plan approved by LDH.

Frequency: ~~Administer the survey annually for each Contract year. The timeframe for administering the survey (i.e., month/CY) during each Contract year will be determined in collaboration with LDH.~~ **Annually by July 31st or as otherwise specified by LDH.**

Deliverable tied to payment: The Contractor must produce the following two (2) reports each Contract year:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH when data analyses are complete; and
2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

6.2.5 Performance Improvement Project Validation

LDH defines quality improvement as assessing and continually improving healthcare, operations, and services within a planned, systematic, collaborative, interdisciplinary process. This is accomplished through intra-departmental quality measurement, interdisciplinary committees, interdepartmental teams, and ongoing evaluation of performance. Quality, a standard of service excellence, is based upon the Institute for Healthcare Improvement's Triple Aim framework: 1) Improve the health of populations, 2) Enhance the patient experience of care (including quality and satisfaction, and 3) Reduce the per capita cost of health care. LDH Leadership has directed that continuous Quality Improvement be an ongoing, organization-wide activity aimed at achieving the goals of LDH's mission, values, and vision. Every member is entitled to quality health care and all providers, MCEs, vendors, and employees are individually accountable for contributing to improving patient care.

During each Contract year, each MCE will be required to conduct performance improvement projects (PIP) as outlined in their Contract. Each PIP will be validated by the Contractor. All PIPs must achieve, through periodic measurements and interventions, significant and sustained improvement in clinical and non-clinical areas which are expected to have a favorable effect on health outcomes and satisfaction. MCEs must adhere to LDH improvement project content and format specifications. All LDH-specified improvement projects span a minimum of twelve (12) months which includes planning and implementation activities, as well as putting processes in place for sustainability and further testing and refinement of interventions during the project period.

MCEs must submit the status and results of each improvement project to LDH on a schedule determined by LDH. The status and results of each phase of the PIP must be submitted to LDH and the Contractor on a schedule determined collaboratively by LDH and the MCE. LDH will work with the Contractor to identify which phases of the PIP shall be included in each year's validation process.

The Contractor must:

- 6.2.5.1** Provide technical assistance to MCEs in development, implementation, and administration of the LDH approved PIP(s), following CMS guidance on a Model for Improvement and focused on an LDH population stream;
- 6.2.5.2** Develop a standardized tool that incorporates CMS' PIP protocol with the Model for Improvement and rapid cycle improvement tools, such as process mapping, Pareto charts, run charts, key driver diagrams, the Plan Do Study Act (PDSA), and statistical process control methods. The standard tool should establish objective criteria that will be used to document the design, implementation, and outcomes of the PIP;

- 6.2.5.3** Using the standardized tool developed in 6.2.5.2, develop a scoring methodology that will be used to determine if the PIPs are valid and to rate the percentage of compliance with CMS' PIP protocols. Refer to the External Quality Review Protocols dated September 2012 located at: <https://www.medicaid.gov/medicaid/quality-of-care/medicaid-managed-care/external-quality-review/index.html>;
- 6.2.5.4** Calculate percentage scores in accordance with the scoring methodology developed in 6.2.5.2 above;
- 6.2.5.5** Assign a validation status of 'Met', 'Partially Met', or 'Not Met' based on the calculation of an overall percentage score;
- 6.2.5.6** Provide a written assessment and/or technical report of what must be changed for the health plan to achieve a status of 'Met';
- 6.2.5.7** The technical report should include an assessment of the overall validity and reliability of study results and include any threats to accuracy and/or confidence in reporting; and
- 6.3.5.8** Ensure that the technical report includes a description of PIP interventions and outcomes information associated with each State-required PIP topic for the current EQR review cycle.

Frequency: Annually **by July 31st or as otherwise specified by LDH**

Deliverable tied to payment: The Contractor must produce one (1) report per MCE and PIP topic (i.e., individual reports should be produced for each PIP topic conducted by each plan). LDH anticipates up to five (5) PIP topics for each MCO and up to two (2) PIP topics for each PIHP and PAHP on an annual basis.

Payment: Each report shall be compensated at a fixed price.

6.2.6 Network Adequacy and Availability Validation

6.2.6.1 Validation of MCE Provider Network Adequacy and Availability

MCEs must ensure access to medically necessary Medicaid covered services and must meet network adequacy requirements as set forth by 42 CFR § 438.68, 42 CFR § 438.206, and 42 CFR § 438.207. The EQRO will validate these MCE requirements according to CMS protocols when applicable. Additional requirements may be added related to Network Adequacy Standards when CMS releases new protocols related to 42 CFR § 438.358(b)(1)(iv), as indicated in Section 6.2.11.

6.2.6.1.1 Evaluation of Provider Directory Accuracy

MCEs are required to submit provider directory information in a manner specified by LDH to ensure accuracy of provider information listed in directories that are used by Medicaid recipients. The Contractor will evaluate the accuracy of provider directory information submitted by MCEs:

1. Updated provider files will need to be provided to HSAG from each MCE on a weekly basis during Year 1 and quarterly thereafter. These files will be submitted in a standard format and error free.

2. HSAG will review a sample of providers from the MCE provider data files for validation using the MCE's online provider directory (i.e., the MCE provider data file will be compared to online provider directory). Changes to this protocol may require changes in the total sample size.

This evaluation must include, but may not be limited to, the following:

6.2.6.1.1.1 An audit of online provider directories to validate that the data elements are correct.

For the audits described above, the Contractor must do the following as approved by LDH:

- a. Develop a study methodology that describes the evaluation approach;
- b. Develop a standardized data collection tool;
- c. Develop a sampling methodology; **Sampling will include up to 160 providers for each of the six MCEs, for a total of up to 960 reviews throughout the year**
- d. Collect and analyze data; and
- e. Prepare reports containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: ~~The audit must be conducted quarterly.~~ **The audit must be conducted weekly through March 31st for Year 1 and quarterly thereafter.**

Deliverable tied to payment: For each audit conducted, the Contractor must submit a final report as described in item (e) above.

Payment: Each report shall be compensated at a fixed price.

6.2.6.1.2 Provider Access Surveys

To ensure MCEs' enrollees are able to appropriately access providers, the Contractor must conduct quarterly telephone surveys among a sample of providers to determine appointment availability information for new and existing enrollees.

6.2.6.1.2.1 Telephone Surveys

The Contractor must conduct the following:

- 6.2.6.1.2.1.1** Develop and/or update a study methodology describing the evaluation approach;
- 6.2.6.1.2.1.2** Develop a standardized data collection tool;
- 6.2.6.1.2.1.3** Develop a sampling methodology;
- 6.2.6.1.2.1.4** Collect and analyze data; and

6.2.6.1.2.1.5 Prepare a report containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: Quarterly or Semi-annual

Deliverable tied to payment: After each survey, the Contractor will provide LDH with:

1. A final report that includes data tables with aggregate and MCE-specific results as described in 6.2.6.1.2.1.5.
2. One (1) excel file with MCE-specific worksheets containing provider-level survey data results.

Payment: Each report and results data shall be compensated at a fixed price.

6.2.6.1.3 Performance Measure Calculation and Reporting

The Contractor will be required to calculate, for each MCE, a performance measure that uses results from the telephone surveys. This must include:

6.2.6.1.3.1 Developing and updating a measure methodology document with LDH's input;

6.2.6.1.3.2 Recommending a strategy for setting and adjusting a performance standard;

6.2.6.1.3.3 Producing a report of MCE-specific rates in a format specified by LDH; and

6.2.6.1.3.4 Providing technical assistance to the each plan in each line of business and LDH related to the measure.

Frequency: Annually by July 31st or as otherwise specified by LDH.

Deliverable tied to payment: The Contractor must create one (1) Statewide report with results listed by each MCE.

Payment: Each report shall be compensated at a fixed price.

6.2.7 Readiness Reviews

The Contractor will conduct Readiness Reviews, as detailed below, as requested by LDH, to determine if there is the ability to enroll and provide the necessary level of access to and quality of Medicaid services. The Contractor shall evaluate each prospective MCE's compliance with LDH MCE Contract requirements. The number of reviews will depend on the number of MCEs contracted by LDH.

6.2.7.1 The Contractor shall:

6.2.7.1.1 Collaborate with LDH to determine the scope of and the dates for the Readiness Review;

6.2.7.1.2 Readiness Reviews shall be conducted before the plan begins to enroll potential enrollees. It will contain two (2) components, including:

6.2.7.1.2.1 Desk Reviews

A review of all prospective MCE's policies and procedures, program descriptions, committee meeting minutes, manuals, handbooks and quality data; and

6.2.7.1.2.2 On-Site Visits

A visit in the Medicaid MCE's office to review credentialing files, medical records, conduct staff interviews, review other areas not covered in the desk review, and provide feedback.

6.2.7.1.3 Collaborate with LDH on developing an electronic tool based on readiness review standards and requirements that shall be a means of gathering information and documentation.

6.2.7.1.3.1 The Contractor shall share approved criteria and/or tools in advance with each Medicaid MCE to ensure adequate preparation and discussion.

6.2.7.1.3.3 The Contractor shall schedule a conference call or discussion with each Medicaid MCE in conjunction with LDH to describe the process (both document review and on-site review) and detail the topics of the upcoming review, no later than (30) calendar days after receiving department's approval.

6.2.7.1.4 Have capabilities to review and assess MCE's information system.

6.2.7.1.4.1 Use criteria and tools approved by LDH to conduct on-site information systems reviews assessing each MCE's:

6.2.7.1.4.1.1 Data management processes;

6.2.7.1.4.1.2 Data integration and control procedures, including:

- Reviewing completed assessment tools and supporting documentation; and interviewing staff responsible for leading certain operational and/or functional aspects of the plans' information systems.
- Assessing the ability to link data from multiple sources.
- Examining processes for data transfers.
- Evaluating data warehouse structures and reporting capabilities.
- Reviewing processes, documentation and data files to ensure compliance with State specifications for encounter data submissions.
- Assessing the claims adjudication process and capabilities.

6.2.7.1.4.1.3 Evaluate the MCEs' information systems capabilities and identify any potential problem areas that may impact LDH's ability to monitor performance in key operational areas.

6.2.7.1.5 Provide LDH with a tracking report of progress on the readiness reviews. This tracking report shall include review progress of each Medicaid MCE and areas of concern in the form of a brief summary with dates and expectations for completing specified activities. This report shall be initiated at the time of the initial outreach to the Medicaid managed care entities and updated bi-weekly. This report shall be submitted electronically.

6.2.7.1.6 Submit a complete readiness review report within three (3) weeks after completion of the Medicaid MCE site visit. This report shall be submitted electronically.

Frequency: As needed **by July 31st or as otherwise specified by LDH.**

Deliverable tied to payment: The final written readiness report as described above.

Payment: Each report shall be compensated at a fixed price.

6.2.8 Compliance Reviews

MCEs are required to comply with federal and State program requirements specified in the Code of Federal Regulations, the Louisiana Revised Statutes, the Louisiana Administrative Code, LDH policies and procedures, as applicable, Provider Agreements, and 1915 (b) and (c) waivers. The Contractor must conduct an assessment of each plan's compliance with the requirements that are in effect during the time period under review. The assessment must include, but not be limited to, a review of the following areas: 1) availability of services; 2) assurance of adequate capacity and services; 3) coordination and continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) subcontracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; and 14) fraud and abuse.

6.2.8.1 The Contractor must conduct each of the following tasks:

6.2.8.1.1 In consultation with LDH, identify the topic areas and administrative standards that will be reviewed;

6.2.8.1.2 Develop an evaluation methodology and standardized data collection tool, in consultation with LDH that will be used for each MCE review. This will include, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;

6.2.8.1.5 Conduct a desk review and/or on-site review;

6.2.8.1.6 Aggregate and analyze the data and information collected in order to communicate findings of compliance with the administrative standards;

6.2.8.1.7 Prepare MCE-specific reports of findings that include the completed data collection tool with cited references, as appropriate; and

6.2.8.1.8 Prepare program-specific reports if needed, as requested by LDH.

Frequency: The Contractor must conduct each of the following:

1. A comprehensive review of MCE's compliance with federal regulations described in 42 CFR § 438, conducted every three (3) years. The Proposer may be required to conduct partial reviews as determined by LDH; and
2. Targeted reviews must be conducted per as follows:
 - a. Case Management desk reviews annually. All MCOs are included in this review; and
 - b. Select additional operational topics (e.g., claims adjudication, non-emergency transportation, grievances and appeals) at intervals to be determined by LDH. The number of MCEs subject to a review will vary depending on the topic selected.

Deliverable tied to payment: For each review:

- a. The Contractor must provide to LDH one (1) report per MCE that contains an executive summary, introduction, summary of findings, conclusion and recommendations for improvement. The completed data collection tool and the information sources used must be made available to LDH.
- b. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), that summarizes how all MCEs performed in the compliance audit submitted to LDH.

Payment: Each report shall be compensated at a fixed price.

6.2.9 External Quality Review Annual Technical Report

The Contractor must produce a detailed technical report to ensure LDH's compliance with 42 CFR § 438.364, and ensure that a finalized annual technical report is submitted to LDH and CMS by April 30th of each year. The most recent report can be viewed on the following website: <http://www.ldh.la.gov/inde.cfm/page/3176>.

6.2.9.1 The Contractor must produce a detailed technical report that includes the following components:

6.2.9.1.1 A description of the manner in which the data from all EQR activities conducted in accordance with 42 CFR § 438.358 were aggregated and analyzed, and conclusions that were drawn with regard to the quality, timeliness and access to health care services furnished to health plans' members;

6.2.9.1.2 A description of the objectives; technical methods of data collection and analysis; description of data obtained, including validated performance data for each activity conducted in accordance with 42 CFR § 438.358(b) and (c); conclusions that were

drawn from the data for each activity included in the report; and problems encountered in performing the review;

- 6.2.9.1.3** An assessment of each MCE's strengths and weaknesses for the quality, timeliness and access to health care services furnished to Medicaid managed care members;
 - 6.2.9.1.4** Recommendations for improving the quality of services furnished by each MCE including how the State can target goals and objects in the quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid managed care members;
 - 6.2.9.1.5** Methodologically appropriate, comparative information about all Medicaid MCEs operating within Louisiana, consistent with guidance included in the EQR protocols issued in accordance with 42 CFR § 438.352(e); and
 - 6.2.9.1.6** An assessment of the degree to which a Medicaid MCE has effectively addressed recommendations for quality improvement made by the Contractor during the previous year's EQR.
- 6.2.9.2** LDH may not substantively revise the content of the final EQR technical report without evidence of error or omission.
- 6.2.9.3** The Contractor shall provide LDH with a tracking report of progress on annual reviews. This tracking report will include review of progress by Medicaid MCEs and areas of concern. The tracking report will consist of a brief summary with dates and expectations for completing specified activities. This report shall be transmitted electronically and updated bi-weekly.
- 6.2.9.4** The Contractor must electronically submit the Annual Technical Reports to LDH after the completion of the annual review of each Medicaid MCE and it must be submitted by March 1st of each calendar year prior to the CMS deadline of April 30th.

Frequency: Annually, by March 1st

Deliverable tied to payment: Produce a detailed report in compliance with 42 CFR § 438.364.

Payment: Each report shall be compensated at a fixed price.

6.2.10 Medicaid Managed Care Quality Strategy Evaluation

- 6.2.10.1** The Contractor must assist LDH in evaluating the effectiveness of the Louisiana Medicaid Quality Strategy.

The Contractor will, in consultation with LDH, develop an evaluation methodology and tools required to evaluate the effectiveness of the Medicaid Managed Care Quality Strategy as required by 42 CFR 438 Subpart E, that may be refined on an annual basis to reflect lessons learned from the prior year's evaluation.

The Contractor will conduct the evaluation and prepare a written report of review findings to be submitted to LDH within thirty (30) business days after completion of the evaluation.

Frequency: Annually **by July 31st or as otherwise specified by LDH.**

Deliverables tied to payment:

1. Evaluation methodology and tool(s).
2. The final evaluation written report.

Payment: Each report shall be compensated at a fixed price.

6.2.11 Additional Technical Assistance (TA) and Optional Activities

The Contractor may be required to provide technical assistance and/or optional activities described in 42 CFR § 438.358(c) or comparable activities that assess the quality or utilization of services in the participating MCOs, PAHP, and PIHP during the Contract period.

6.2.11.1 The specific nature of the technical assistance will be defined on a case-by-case basis, and shall include, but not be limited to, performance improvement project development and implementation, performance measure support, educational sessions to enhance the use of EQR results, identification of healthcare trends or “best practices” in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of healthcare initiatives.

6.2.11.3 The Contractor shall provide ad-hoc technical assistance to LDH and all Medicaid managed care entities upon request and approval of LDH.

6.2.11.4 Optional activities as described in 42 CFR § 438.358(c).

The Louisiana Medicaid managed care population optional activities include:

6.2.11.4.1 Conduct additional focus studies. Conduct a specific focus study to evaluate peer support services or other services/programs from a member and/or provider perspective.

6.2.11.4.2 Validation of encounter data

6.2.11.4.3 Administration or Validation of Consumer or Provider Surveys

6.2.11.4.4 Conduct and facilitate performance improvement projects

6.2.11.4.5 Calculation of performance measures

6.2.11.4.6 Developing and monitoring Corrective Action Plans

6.2.11.4.7 Produce additional reports at the request of LDH

6.2.11.4.8 Validation of Network Adequacy

6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health

6.2.11.4.10 Behavioral Health Provider Sample Selection for Quality Monitoring Audits

6.2.11.4.11 MCE Independent Assessments

Frequency: As requested by LDH **Annually by July 31st or as otherwise specified by LDH.**

Deliverable tied to payment: For every LDH request for technical assistance or optional activity, the Contractor will be responsible for adhering to both LDH and CMS specifications. The Contractor and LDH will agree on an appropriate format for reporting or delivering activities for the Louisiana Medicaid managed care program.

Payment: The Contractor shall be compensated at an hourly rate for activities related to technical assistance and optional activity deliverable(s).

6.2.12 Quality Companion Guide

6.2.12.1 The Contractor will develop a Quality Companion Guide in consultation with LDH that focuses on core quality improvement activities, assisting managed care entities with LDH Contract requirements, Contractor activities and processes outlined in 42 CFR 438 Subpart E, 438.358 and 438.364. The timeframes for each activity may be modified at the discretion of LDH.

6.2.12.2 The Quality Companion Guide shall be submitted to LDH for approval within sixty (60) days of Contract effective date and annually thereafter.

Frequency: Annually **by July 31st or as otherwise specified by LDH.**

Deliverable tied to payment: The Contractor must produce a comprehensive guide in consultation with LDH. The Quality Companion Guide shall include, but is not limited to, written instruction for performance improvement projects, performance measure specifications and validation processes.

Payment: The Quality Companion Guide shall be compensated at a fixed price.

6.2.13 Behavioral Health Member Satisfaction Survey

Louisiana uses behavioral health member satisfaction survey data to monitor access, quality of care, and member interaction with the Medicaid managed care organizations and the Coordinated System of Care (CSoC) Contractor. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for each MCO and CSoC. The Contractor must perform the following general requirements in collaboration with LDH:

6.2.13.1 Identify study populations and indicators;

6.2.13.2 Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments, and in consideration of applicable privacy laws;

6.2.13.3 Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error for each program, Louisiana Medicaid managed care and CSoC;

- 6.2.13.4** Translate member surveys and accompanying material in prevalent non-English languages, including Spanish and Vietnamese.
- 6.2.13.5** Use survey administration protocols designed to achieve high response rates;
- 6.2.13.6** Use data collection procedures that ensure data are valid and reliable; and
- 6.2.13.7** Stratify data by age group, race, and region.

Frequency: Administer surveys annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each Contract year:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH when data analyses are complete; and
2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

6.2.14 Health Disparities Studies (Focused Studies)

6.2.14.1 Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report

- 6.2.14.1.1** Upon direction and approval by LDH, the Contractor must conduct health disparities analyses throughout the Contract term, including:
- a. Developing methodologies;
 - b. Producing final health disparities data spreadsheets that evaluate health disparities among the LDH Medicaid contracted MCEs with recommendations for quality improvement. The data can include, but is not limited to, CMS Adult and Child Core Sets and MCO HEDIS data;
 - c. Summary report of data analyses; and
 - d. Pilot studies, if requested by LDH.

6.2.14.2 Health Disparities Study Supplemental Activity-Pilot Study

- 6.2.14.2.1** LDH may direct the Contractor to conduct pilot studies. The purpose of Conducting pilot studies may include, but are not limited to:
- a. Testing completeness and accuracy of data elements and/or data calculation methods;
 - b. Testing whether the data and calculation methods produce the type of results needed;
 - c. Testing viability of proposed interventions;
 - d. Identifying unforeseen gaps, overlaps, or other complications in either the source data or calculation methods;
 - e. Identifying unknown causal factors for a healthcare issue; and/or

- f. Conducting information-gathering activities to reveal root causes.

The Contractor must collaborate with LDH in determining the level of data analysis and LDH may elect to require the Contractor to expand a health disparity pilot study into an extensive study.

Frequency:

1. **Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report:** Annually **by July 31st or as otherwise specified by LDH.**
2. **Health Disparities Study Supplemental Activity-Pilot Study Final Report:** As requested by LDH **Annually by July 31st or as otherwise specified by LDH**

Deliverable tied to payment:

1. **Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report:**
 - a. Data spreadsheets must include all sources of data, denominators, numerators and methods of calculation for both the aggregate as well as subsections of each work product (i.e. charts, graphs, tables, etc.).
 - b. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).
2. **Health Disparities Study Supplemental Activity-Pilot Study Final Report:** The Contractor must produce a final report of the extensive study on a health disparity topic in any Contract year.

Payment: The Contractor shall be compensated at an hourly rate for activities related to health disparities studies deliverable(s).

~~1.2.15 Assessment and Evaluation Activities for 1115 Demonstration Waivers~~

~~LDH currently has an agreement with CMS to operate a Section 1115 demonstration waiver titled the Healthy Louisiana Substance Use Disorder (SUD) 1115 Demonstration. Section 1115 demonstration waivers require an independent party to conduct assessment and evaluation activities per 42 CFR § 431.424. Additionally, CMS may require other activities as outlined in each waiver's Special Terms and Conditions (LA 1115 SUD Approval is incorporated herein and made part hereof by reference. A copy of the current Terms and Conditions for the SUD 1115 Demonstration will be available at the following website:~~

~~<https://ldh.la.gov/index.cfm/newsroom/detail/6369>~~

~~The Contractor shall serve as the independent assessor/evaluator and complete all assessment and evaluation activities for each of LDH's 1115 demonstration waivers in accordance with their Special Terms and Conditions. The Contractor shall complete each of the following deliverables:~~

~~1.2.15.1~~ Evaluation Design – the Contractor shall complete the Evaluation Design in accordance with the Special Terms and Conditions of each waiver and in consultation with LDH. The Evaluation Design will provide the basis for the evaluation of each Demonstration and shall include at a minimum general background information, evaluation questions and hypotheses, methodology, and methodological limitations.

~~1.2.15.2~~ Mid Point Assessment – the Contractor shall conduct a Mid Point Assessment for each Demonstration that includes LDH’s progress toward meeting demonstration milestones, performance measure targets, a determination of factors that affected achievement of or barriers to achieving milestones, and a status update on budget neutrality requirements.

~~1.2.15.3~~ Interim and Summative Evaluation Report – the Contractor shall complete an Interim and Summative Evaluation Report as required in each Demonstration’s Special Terms and Conditions and will discuss evaluation progress and present findings to date per the approved Evaluation Design for each waiver.

~~Frequency:~~ Each deliverable listed above will be required once during each waiver’s five-year life cycle

~~Deliverable tied to payment:~~ The final document or report received and approved by LDH.

~~Payment:~~ Each document or report shall be compensated at a fixed price.

6.2.16 Case Management Performance Evaluation

6.2.16.1 MCEs are required to offer Case Management services, for Medicaid Managed Care enrollees that have opted to accept case management services. LDH requires MCE reporting of data on Case Management services to determine the number of individuals, the types of conditions, and the impact that Case Management services have on members receiving those services.

6.2.16.2 Contractor shall facilitate the annual collection and validation of data submitted by MCEs regarding Case Management services.

6.2.16.3 Contractor shall evaluate the MCE’s compliance with the Case Management provisions of its Contract with LDH.

6.2.16.4 Contractor shall evaluate the rates of engagement in Case Management, the specific services offered to enrollees receiving Case Management, and the effectiveness of Case Management in terms of increasing the quality of care, increasing the receipt of necessary services, and reducing the receipt of potentially unnecessary services such as acute care.

6.2.16.5 Contractor shall develop a draft and final report of its results and findings for each MCE. The Contractor shall collaborate with LDH to determine the strategy, approach, timing, and report format.

6.2.16.6 Contractor shall participate with LDH in an annual, formal webinar or in-person meeting with the MCEs to review results from the Case Management data, identify opportunities for improvement, and determine efficient application of Case Management services to positively impact outcomes.

Frequency: Annually by **February 28th**

Deliverable tied to payment: The Contractor must produce the following for each.

Deliverable tied to payment: The Contractor must produce the following for each MCE:

1. One (1) Full report (to include an introduction, methodology, findings, conclusions and recommendations) for each MCE.

Payment: Each report shall be compensated at a fixed price.

6.3 Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format or format compatible with LDH operations. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML or compatible files for this purpose will be transmitted via SFTP to the Department. Both parties must approve any other data or method of transmission used for this purpose via written agreement.

6.3.1 General Provisions

6.3.1.1 The Contractor must maintain hardware and software compatible with LDH requirements that are secure and sufficient to successfully perform the services detailed in the Contract as the service level specified, which are as follows:

6.3.1.1.1 The Contractor shall adhere to State and federal regulations and guidelines, as well as industry standards and best practices for systems and/or functions required to support the requirements of the Contract.

6.3.1.1.2 The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

6.3.1.1.3 The Contractor is responsible for all expenses required to obtain access to LDH systems and/or resources which are relevant to successful completion of the requirements of the Contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of the Contract. Such expenses include, but are not limited to, hardware, software, network infrastructure and any licensing costs.

6.3.1.1.4 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.

- 6.3.1.1.5** Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- 6.3.1.1.6** Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- 6.3.1.1.7** All Contractor utilized computers and devices must:
 - 6.3.1.1.7.1** Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - 6.3.1.1.7.2** Have installed all security patches that are relevant to the applicable operating system and any other system software; and
 - 6.3.1.1.7.3** Have encryption protection enabled at the Operating System level.
- 6.3.1.2** The Contractor shall ensure appropriate protections of shared Personally Identifiable Information (“PII”), in accordance with 45 CFR §155.260.
 - 6.3.1.2.1** The Contractor shall ensure that its system is operated in compliance with the Centers for Medicare and Medicaid Services’ (“CMS”) latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E version 2.0.
 - 6.3.1.2.2** Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, “remote user” refers to staff accessing the network from offsite, normally with a client VPN (“Virtual Private Network”) with the ability to access CM, specifically Medicaid, data.
 - 6.3.1.2.3** A site-to-site tunnel is an extension of LDH’s network. For Contractors that are utilizing a VPN site-to-site tunnel and also have remote users who access CMS data, the Contractor is responsible for providing and enforcing multi-factor authentication. Contractors that do not utilize a VPN site-to-site tunnel will be charged for dual authentication licensing and hardware tokens as necessary. Costs associated with the purchase and any replacement of lost hardware tokens will be charged to the Contractor.

6.3.2 Electronic Messaging

- 6.3.2.1** The Contractor shall provide a continuously available electronic mail communication link (email system) to facilitate communication with LDH. This email system shall be capable of attaching and sending documents created using software compatible with LDH's installed version of Microsoft Office 2016 and any subsequent upgrades as adopted.
- 6.3.2.2** The Contractor shall comply with national standards for submitting protected health information (PHI) electronically and shall set up a secure email system that is password protected for both sending and receiving any protected health information.

6.3.3 Information Security and Access Management

6.3.3.1 The Contractor's system shall:

6.3.3.1.1 Employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:

6.3.3.1.1.1 Restrict access to information on a "least privilege" basis, such as users permitted inquiry privileges only will not be permitted to modify information;

6.3.3.1.1.2 Restrict access to specific SFTP or system functions and information based on an individual user profile, including inquiry only capabilities; access to all functions shall be restricted to specified staff jointly agreed to by LDH and the Contractor; and

6.3.3.1.1.3 Restrict unsuccessful attempts to access system functions to three (3) attempts with a system function that automatically prevents further access attempts and records these occurrences.

6.3.3.2 Records Retention:

6.3.3.2.1 Contractor shall retain all books, records and other documents relevant to the Contract and funds expended there under for at least ten (10) years after final payment. 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.

6.4 Contract Management Approach

6.4.1 The Contractor must describe how it will accomplish required tasks and deliverables, as deemed necessary to deliver the required scope of work including, but not limited to:

6.4.1.1 Project management approach and structure;

6.4.1.2 Communication protocols between LDH and Contractor;

6.4.1.3 Interaction with other LDH Proposers;

6.4.1.4 Schedule for key activities and milestones; and

6.4.1.5 Approach to managing project risks and issues.

6.4.2 An updated and detailed plan will be due to LDH within thirty (30) calendar days of Contract start date by the Contractor. The Contractor's Contract management work plan will be due annually thereafter.

6.5 Additional Reporting Requirements

- 6.5.1** The Contractor must be able to design, develop, and implement reports using the electronic formats, instructions, and timeframes specified by LDH. The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and its designees.
- 6.5.2** The Contractor shall certify all submitted data and reports, including, but not limited to, routine HEDIS performance reports, CAHPS, non-HEDIS, and PIPs. The certification must attest, based on best knowledge, information, and belief as to the accuracy, completeness and truthfulness of the documents and data. The Contractor must submit the certification concurrently with the certified data and reports.
- 6.5.3** Louisiana Medicaid Transparency Report
 - 6.5.3.1** The Contractor shall designate one (1) staff member to serve as the single point of contact for all requests related to the Transparency Report required by La. R.S. 40:1253.2. The Contractor shall comply with all LDH instructions and definitions related to this report.
 - 6.5.3.2** The Contractor shall comply with all data requests and surveys from LDH or its designee.
- 6.5.4** Ad Hoc Reports:

The Contractor shall prepare and submit any other reports as required and requested by LDH, any LDH designee, and/or CMS, that is related to the Contractor's duties and obligations under the Contract. Ad Hoc reports shall be submitted within five (5) business days from request.
- 6.5.5** Submission Process and Timeframes
 - 6.5.5.1** The Contractor shall ensure that all required reports or files are submitted to LDH in a timely manner for review and approval. The Contractor's failure to submit the reports or files as specified may result in the assessment of monetary penalties in the form of Liquidated Damages.
 - 6.5.5.2** Unless otherwise specified, deadlines for submitting files and reports are as follows:
 - 6.5.5.2.1** Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of the reporting month;
 - 6.5.5.2.2** Quarterly reports and files shall be based on a calendar quarter and be submitted within thirty (30) calendar days of the end of the reporting quarter; and
 - 6.5.5.2.3** Annual reports and files shall be based on a calendar year and shall be submitted within thirty (30) days of the end of the reporting year.
 - 6.5.5.2.4** Annual reports and files based on State fiscal year shall be submitted within thirty (30) days of the end of the reporting year.
- 6.5.6** If the due date occurs on a weekend or Louisiana designated holiday, the report shall be due the following business day.
- 6.5.7** Regardless of the due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 5:00 p.m. Central Time.

- 6.5.8** The Contractor agrees to prepare complete and accurate reports for submission to LDH. If after preparation and submission, an error is discovered, the Contractor shall submit accurate reports in a timeframe directed by LDH. Failure of the Contractor to submit accurate reports may result in the assessment of monetary penalties in the form of Liquidated Damages.
- 6.5.9** The Contractor shall provide LDH with written reports that are clear, concise and useful for the audience for whom they are intended. The report shall be composed in a manner consistent with LDH specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by LDH (e.g., Microsoft Word, Excel) as well as in hard copy, as specified by LDH. The Contractor shall be responsible for assuring that it completely understands the specifications and requirements for all reporting and other activities under the Contract. Where required, the Proposer shall provide supporting documents such as report appendices.
- 6.5.10** By January 1st of each year, perform analysis and submit a report of existing and new Federal and State policies, procedures, and regulations to determine their impact on the EQRO components of the Louisiana Medicaid program and related State and Contractor-performed functions. The analysis shall include a review of portions of the Federal Register that would impact the Louisiana Medicaid Program.

6.6 Additional Staffing Requirements

6.6.1 Substitution of Personnel

- 6.6.1.1** The Contractor's Key Personnel assigned to the Contract shall not be replaced without the prior written consent of LDH. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any of the Contractor's personnel becomes unavailable due to resignation, illness, or other factors outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor shall make every reasonable attempt to assign the personnel listed in their proposal in the positions specified in the Proposal.

6.6.2 Written Policies, Procedures, and Position Descriptions

- 6.6.2.1** The Contractor shall develop and maintain written policies, procedures, and job descriptions for each functional area, consistent in format and style.
 - 6.6.2.1.1** The Contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions.
 - 6.6.2.1.2** All policies and procedures shall be reviewed at least annually by the Contractor to ensure that the Contractor's written policies reflect current practices.
 - 6.6.2.1.3** Job descriptions shall be reviewed at least annually by the Contractor to ensure that current duties performed by the employee reflect written requirements.
- 6.6.2.2** The Contractor must submit to LDH the following items annually:

- 6.6.2.2.1 An updated organization chart complete with the key personnel positions. The chart must include the person's name, title, email address, and telephone number.
- 6.6.2.2.2 A functional organization chart of the key program areas, responsibilities and the areas of the organization that report to that position.

6.6.3 Staff Training and Meeting Attendance

- 6.6.3.1 The Contractor shall ensure that all staff members have appropriate training, education, experience and orientation to fulfill their requirements of their position prior to the beginning of work.
- 6.6.3.2 The Contractor must provide initial and ongoing staff training that includes an overview of Louisiana Medicaid Policy, Contract, and State and federal requirements specific to individual job functions.
- 6.6.3.3 The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory for assigned Key Personnel unless otherwise indicated. Staff shall attend in person as directed by LDH. At a minimum, this includes an annual Contract review and quarterly performance improvement project meetings.
- 6.6.3.4 LDH reserves the right to attend any and all training programs and seminars conducted by the Contractor. The Contractor shall provide LDH a list of any training dates, time, and location, at least fourteen (14) calendar days prior to the actual date of training.

6.7 Transition Plan

- 6.7.1 In the event of written notification of termination of the Contract by either party, the Contractor shall submit a Transition Plan ("the Plan") within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the Contractor and LDH. The Plan shall address the turnover of records and information maintained by the Proposer. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The Transition Plan must be approved by LDH.
- 6.7.2 If the Contract is not terminated by written notification as provided in above, the Contractor shall propose a Transition Plan three (3) months prior to the end of the Contract period, including any extensions to such period. The Plan shall address the possible turnover of the records and information maintained to either LDH or a third party designated by LDH. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Transition Plan must be approved by LDH.

6.8 Applicable Laws and Regulations

The Contractor agrees to comply with all applicable Federal and State laws, regulations, and rules, and shall ensure compliance by subcontractors, including, but not limited to:

6.8.1 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.8.2 The Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) and regulations issued pursuant thereto, which provide that the Contractor and its Subcontractor(s) shall file the required certification. Each tier certifies to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

6.8.3 Right to Audit: The Louisiana Legislative Auditor, Office of the Governor, Division of Administration, and Department auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this Contract during the Contract and for a period of five (5) years following final payment.

Contractor grants to the State of Louisiana, through the Office of the Louisiana Legislative Auditor, Louisiana Department of Health, and State Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but shall last as long as records are retained.

Contractor shall comply with federal and state laws and/or Department policy requiring an audit of Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the term of this contract, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797 and one (1) copy of the audit shall be sent to the originating office within the Department.

PART 7: PERFORMANCE MONITORING, NON-COMPLIANCE, AND MONETARY PENALTIES/LIQUIDATED DAMAGES

7.1 Performance Monitoring

- 7.1.1** All work performed by the Contractor will be monitored by the Medicaid Director or his/her designee.
- 7.1.2** LDH or its designee will monitor the operation of the Contractor for compliance with the provisions of the Contract, and applicable federal and State laws and regulations.
- 7.1.3** The Contractor shall provide access to documentation, records, premises, and staff as deemed necessary by LDH to monitor performance.

7.2 Non-Compliance

- 7.2.1** The Contractor shall be prepared to demonstrate compliance with any deliverable outlined in the Contract upon request by LDH.

7.2.2 Administrative Actions

- 7.2.2.1** Administrative actions exclude the assessment of monetary penalties, Liquidated Damages, and intermediate sanctions, but may include at a minimum the following:

- 7.2.2.1.1** A written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements or deliverables of the Contract;
- 7.2.2.1.2** Remedial education requirement regarding program policies and practices;
- 7.2.2.1.4** Referral for review by appropriate professional organizations; and/or
- 7.2.2.1.5** Referral to the Office of the Attorney General for fraud investigation.

7.3 Monetary Penalties/Liquidated Damages

- 7.3.1** In the event the Contractor fails to meet the performance standards specified within the Contract, the monetary penalties in the form of Liquidated damages defined below may be assessed. If assessed, the monetary penalties will be used to reduce the LDH's payments to the Proposer or if the monetary penalties exceed amounts due from LDH, the Proposer will be required to make cash payments for the amount in excess.

- a. Late submission of any required report five hundred dollars (\$800) per working day, per report.
- b. For each day that any other Contract deliverable is late, incorrect or deficient, the Contractor shall be liable to LDH for monetary penalties in an amount not to exceed fifteen hundred dollars (\$1500) per business day per deliverable.

7.3.2 LDH may also delay the assessment of monetary penalties if it is in the best interest of the Department to do so. LDH may give notice to the Contractor of a failure to meet performance standards but delay the assessment of monetary penalties in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, the Department may reassert the assessment of monetary penalties, even following Contract termination.

7.3.3 Attorney's Fees

7.3.3.1 In the event LDH should prevail in any legal action arising out of the performance or non-performance of the Contract, the Contractor shall pay, in addition to any monetary penalties, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

7.4 **Fraud and Abuse**

7.4.1 The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

7.4.2 Such policies and procedures must be in accordance with State and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

Medicaid Managed Care Organization Contract Extension Request JLCB – October 2025

LDH LEGISLATIVE FACT SHEET



Overview

- LDH is requesting to extend its existing contracts with the six Healthy Louisiana Managed Care Organizations (MCOs) for an additional 12 months (1/1/26 through 12/31/26).
 1. Aetna Better Health of Louisiana
 2. AmeriHealth Caritas Louisiana
 3. Healthy Blue
 4. Humana Healthy Horizons in Louisiana
 5. Louisiana Healthcare Connections
 6. UnitedHealthcare Community Plan
- This will utilize part of the five-year extension period built into the existing MCO contracts; the Department is currently in year three.
- Ensures continued coverage for approximately 1.5 million Medicaid enrollees statewide.

Background

- Managed care has allowed LDH to expand access to primary and preventive care, behavioral health integration, and care coordination.
- It has also supported initiatives such as reducing early elective deliveries and increasing prenatal visit adherence, opioid response, and chronic disease management.
- **2019–2022:** LDH rebid the managed care contracts through a competitive procurement process. Contracts were awarded to six MCOs beginning **January 1, 2023**, marking the current procurement cycle.
- **2025:** LDH is preparing for the next generation of managed care contracts, focusing on value, transparency, and improved health outcomes.

Impact

- LDH is not operating under a “business as usual” approach.
- The Department’s goal is to deliver a better, more responsive and a more accountable managed care program that better serves Louisiana’s citizen and providers.
- The extension period allows LDH to strengthen contract design and increase transparency/accountability, which ultimately helps improve health outcomes.
- Changes to the MCO contracts, effective January 1, 2026 aim to:
 - Enhance care coordination and member engagement
 - Strengthen behavioral health parity and oversight
 - Expand population health and chronic disease focus
 - Improve administrative clarity and provider relations
 - Modernize clinical and case management standards
 - Reinforce transparency, accountability, and quality improvement

Medicaid Managed Care Organization Contract Extension Request JLCB – October 2025

LDH LEGISLATIVE FACT SHEET



Fiscal Responsibility

- No additional funding is being requested for State Fiscal Year 2026 as a result of this extension.
- The extension supports efficient use of Medicaid funds while ensuring program stability and continuity of services.

MCO	1/1/23 - 12/31/25 (A)	Total through 12/31/26 (B)	12 month extension (B)-(A)
Aetna Better Health of Louisiana	\$3,874,496,959	\$5,773,366,768	\$1,898,869,809
AmeriHealth Caritas Louisiana	\$5,914,308,595	\$7,803,554,896	\$1,889,246,301
Healthy Blue	\$8,262,847,423	\$11,598,100,244	\$3,335,252,821
Humana Healthy Horizons in Louisiana	\$3,662,533,912	\$8,289,203,971	\$4,626,670,059
Louisiana Healthcare Connections	\$11,730,803,118	\$15,936,437,362	\$4,205,634,244
United Healthcare Community Plan	\$11,033,896,165	\$12,111,819,475	\$1,077,923,310
Total	\$44,478,886,172	\$61,512,482,716	\$17,033,596,544

- The managed care model enables LDH to predict and manage costs through fixed per-member-per-month payments to MCOs.
- Shifting financial risk to MCOs creates stronger incentives for efficiency and quality improvement.

Partnering for Progress in Medicaid Managed Care

- LDH truly appreciates the feedback and engagement of legislators in helping to shape the future direction of the Medicaid managed care program.
- The Department continues to reach out to legislative members, providers, and stakeholders to schedule meetings and gather additional feedback and suggestions on how to improve the program and shape the next procurement.
- This ongoing collaboration reflects LDH's commitment to transparency and partnership throughout both the current extension and the upcoming procurement process.

Link to LDH's website for the original contracts and previously adopted amendments to the contracts:

[https://ldh.la.gov/resources?
cat=0&d=0&y=0&s=0&q=Executed%
20Contracts&pn=1](https://ldh.la.gov/resources?cat=0&d=0&y=0&s=0&q=Executed%20Contracts&pn=1)

Link to all supporting documents relating to Agenda Item 8 (2025 Meetings > Oct 16):

[https://jlcb.legis.la.gov/
default_Archives2025](https://jlcb.legis.la.gov/default_Archives2025)

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 12

LAGOV#: 2000683487

LDH #:

MVA
(Regional/ Program/
Facility)

Medical Vendor Administration

Bureau of Health Services Financing

AND

Aetna Better Health of Louisiana, Inc.

Contractor Name

Original Contract Amount \$3,569,491,194.00

Original Contract Begin Date 01-01-2023

Original Contract End Date 12-31-2025

RFP Number: 3000017417

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$3,874,496,959.00

Current Contract Term: 01/01/23-12/31/25

CF-1
11) Termination Date: 12/31/2025
12) Maximum Contract Amount: \$3,874,496,959.00
13) Estimated Amounts by Fiscal Year: FY23: \$588,884,043; FY24: \$1,273,098,619; FY25: \$1,324,022,564; FY26: \$688,491,733.00
15) Attachments and Exhibits:
Attachment A11 - Model Contract; Attachment C10, In Lieu of Services (ILOS)
Attachment F10 - Provider Network Standards; Attachment G11, Table of Monetary Penalties

Change Contract To: If Changed, Maximum Amount: \$5,773,366,768.00

If Changed, Contract Term: 01/01/23-12/31/2026

CF-1
11) Termination Date: 12/31/2026
12) Maximum Contract Amount: \$5,773,366,768.00
13) Estimated Amounts by Fiscal Year: FY23: \$588,884,043; FY24: \$1,273,098,619; FY25: \$1,324,022,564;
FY 26: \$1,615,068,572; FY27: \$972,292,970
15) Attachments and Exhibits:
Attachment A12 - Model Contract; Attachment C12, In Lieu of Services (ILOS), Attachment F12 - Provider Network Standards;
Attachment G12, Table of Monetary Penalties

Justifications For Amendment:

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

This amendment contains necessary revisions for several attachments in order to align with all provisions of state and federal laws, regulations, rules, the State Plan, waivers applicable to managed care, and current practice.

LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2026.

This Amendment Becomes Effective: 01-01-2026

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

Aetna Better Health of Louisiana, Inc.

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE DATE

PRINT NAME Bridget Galatas

CONTRACTOR TITLE Chief Executive Officer

SIGNATURE DATE

NAME Bruce D. Greenstein

TITLE Secretary

OFFICE Louisiana Department of Health

PROGRAM SIGNATURE DATE

NAME Drew Maranto

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 12

LAGOV#: 2000683488

LDH #:

MVA

(Regional/ Program/
Facility)

Medical Vendor Administration

Bureau of Health Services Financing

AND

AmeriHealth Caritas Louisiana, Inc.

Contractor Name

Original Contract Amount \$5,448,726,034.00

Original Contract Begin Date 01-01-2023

Original Contract End Date 12-31-2025

RFP Number: 3000017417

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$5,914,308,595.00

Current Contract Term: 01/01/23-12/31/25

CF-1
11) Termination Date: 12/31/2025
12) Maximum Contract Amount: \$5,914,308,595.00
13) Estimated Amounts by Fiscal Year: FY23: \$898,914,618; FY24: \$1,943,348,565; FY25: \$2,021,082,508; FY26: \$1,050,962,904
15) Attachments and Exhibits:
Attachment A11 - Model Contract; Attachment C10, In Lieu of Services (ILOS)
Attachment F10 - Provider Network Standards; Attachment G11, Table of Monetary Penalties

Change Contract To: If Changed, Maximum Amount: \$7,803,554,896.00

If Changed, Contract Term: 01/01/23-12/31/2026

CF-1
11) Termination Date: 12/31/2026
12) Maximum Contract Amount: \$7,803,554,896.00
13) Estimated Amounts by Fiscal Year: FY23: \$898,914,618; FY24: \$1,943,348,565; FY25: \$2,021,082,508;
FY26: \$1,447,362,382; FY27: \$967,365,371
15) Attachments and Exhibits:
Attachment A12 - Model Contract; Attachment C12, In Lieu of Services (ILOS), Attachment F12 - Provider Network Standards;
Attachment G12, Table of Monetary Penalties

Justifications For Amendment:

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

This amendment contains necessary revisions for several attachments in order to align with all provisions of state and federal laws, regulations, rules, the State Plan, waivers applicable to managed care, and current practice.

LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2026.

This Amendment Becomes Effective: 01-01-2026

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

AmeriHealth Caritas Louisiana, Inc.

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE _____ DATE _____
PRINT NAME Kyle Viator
CONTRACTOR TITLE Chief Executive Officer

SIGNATURE _____ DATE _____
NAME Bruce D. Greenstein
TITLE Secretary
OFFICE Louisiana Department of Health

PROGRAM SIGNATURE _____ DATE _____
NAME Drew Maranto

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

Amendment #: 12

LAGOV#: 2000683489

LDH #:

MVA
(Regional/ Program/
Facility)

Medical Vendor Administration
Bureau of Health Services Financing

Original Contract Amount \$7,612,384,636.00

Original Contract Begin Date 01-01-2023

Original Contract End Date 12-31-2025

RFP Number: 3000017417

AND

Community Care Health Plan of Louisiana, Inc. DBA Healthy Blue
Contractor Name

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$8,262,847,423.00 Current Contract Term: 01/01/23-12/31/25

CF-1
 11) Termination Date: 12/31/2025
 12) Maximum Contract Amount: \$8,262,847,423.00
 13) Estimated Amounts by Fiscal Year: FY23: \$1,255,868,580; FY24: \$2,715,041,399. FY25: \$2,823,643,055; FY26: \$1,468,294,389
 15) Attachments and Exhibits:
 Attachment A11 - Model Contract; Attachment C10, In Lieu of Services (ILOS)
 Attachment F10 - Provider Network Standards; Attachment G11, Table of Monetary Penalties

Change Contract To: If Changed, Maximum Amount: \$11,598,100,244.00 If Changed, Contract Term: 01/01/23-12/31/2026

CF-1
 11) Termination Date: 12/31/2026
 12) Maximum Contract Amount: \$11,598,100,244.00
 13) Estimated Amounts by Fiscal Year: FY23: \$1,255,868,580; FY24: \$2,715,041,399; FY25: \$2,823,643,055; FY26: \$2,361,624,761.50; FY27: \$1,707,775,254
 15) Attachments and Exhibits:
 Attachment A12 - Model Contract; Attachment C12, In Lieu of Services (ILOS), Attachment F12 - Provider Network Standards; Attachment G12, Table of Monetary Penalties

Justifications For Amendment:

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

This amendment contains necessary revisions for several attachments in order to align with all provisions of state and federal laws, regulations, rules, the State Plan, waivers applicable to managed care, and current practice.

LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2026.

This Amendment Becomes Effective: 01-01-2026

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

Community Care Health Plan of Louisiana, Inc. DBA Healthy

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE DATE

PRINT NAME Christy L. Valentine, MD, MBA

CONTRACTOR TITLE President and CEO

SIGNATURE DATE

NAME Bruce D. Greenstein

TITLE Secretary

OFFICE Louisiana Department of Health

PROGRAM SIGNATURE DATE

NAME Drew Maranto

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 12

LAGOV#: 2000683510

LDH #:

MVA
(Regional/ Program/ Facility)

Medical Vendor Administration
Bureau of Health Services Financing

Original Contract Amount \$3,374,214,172.00

Original Contract Begin Date 01-01-2023

Original Contract End Date 12-31-2025

RFP Number: 3000017417

AND

Humana Health Benefit Plan of Louisiana, Inc. DBA Humana Healthy
Contractor Name

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$3,662,533,912.00

Current Contract Term: 01/01/23-12/31/25

CF-1
11) Termination Date: 12/31/2025
12) Maximum Contract Amount: \$3,662,533,912.00
13) Estimated Amounts by Fiscal Year: FY23: \$556,667,820; FY24: \$1,203,450,903; FY25: \$1,251,588,940; FY26: \$650,826,249
15) Attachments and Exhibits:
Attachment A11 - Model Contract; Attachment C10, In Lieu of Services (ILOS)
Attachment F10 - Provider Network Standards; Attachment G11, Table of Monetary Penalties

Change Contract To: If Changed, Maximum Amount: \$8,289,203,971.00

If Changed, Contract Term: 01/01/23-12/31/2026

CF-1
11) Termination Date: 12/31/2026
12) Maximum Contract Amount: \$8,289,203,971.00
13) Estimated Amounts by Fiscal Year: FY23: \$556,667,820; FY24: \$1,203,450,903; FY25: \$1,251,588,940;
FY26: \$2,908,466,714; FY27: \$2,369,029,594
15) Attachments and Exhibits:
Attachment A12 - Model Contract; Attachment C12, In Lieu of Services (ILOS), Attachment F12 - Provider Network Standards;
Attachment G12, Table of Monetary Penalties

Justifications For Amendment:

Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP.
This amendment contains necessary revisions for several attachments in order to align with all provisions of state and federal laws, regulations, rules, the State Plan, waivers applicable to managed care, and current practice.
LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2026.

This Amendment Becomes Effective: 01-01-2026

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

Humana Health Benefit Plan of Louisiana, Inc. DBA Humana

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE DATE
PRINT NAME John E. Barger III
CONTRACTOR TITLE Senior Vice President, Medicaid President

SIGNATURE DATE
NAME Bruce D. Greenstein
TITLE Secretary
OFFICE Louisiana Department of Health

PROGRAM SIGNATURE DATE
NAME Drew Maranto

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

Amendment #: 12

LAGOV#: 2000683511

LDH #: _____

MVA
(Regional/ Program/
Facility)

Medical Vendor Administration

Bureau of Health Services Financing

AND

Louisiana Healthcare Connections, Inc.

Contractor Name

Original Contract Amount \$10,807,338,057.00

Original Contract Begin Date 01-01-2023

Original Contract End Date 12-31-2025

RFP Number: 3000017417

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$11,730,803,118.00

Current Contract Term: 01/01/23-12/31/25

CF-1

11) Termination Date: 12/31/2025

12) Maximum Contract Amount: \$11,730,803,118.00

13) Estimated Amounts by Fiscal Year: FY23: \$1,782,962,495; FY24: \$3,854,556,968; FY25: \$4,008,739,247;
FY26: \$2,084,544,408

15) Attachments and Exhibits:

Attachment A11 - Model Contract; Attachment C10, In Lieu of Services (ILOS)

Attachment F10 - Provider Network Standards; Attachment G11, Table of Monetary Penalties

Change Contract To: If Changed, Maximum Amount: \$15,936,437,362.00

If Changed, Contract Term: 01/01/23-12/31/2026

CF-1

11) Termination Date: 12/31/2026

12) Maximum Contract Amount: \$15,936,437,362.00

13) Estimated Amounts by Fiscal Year: FY23: \$1,782,962,495; FY24: \$3,854,556,968; FY25: \$4,008,739,247;
FY26: \$2,747,039,005; FY27: \$2,153,443,375

15) Attachments and Exhibits:

Attachment A12 - Model Contract; Attachment C12, In Lieu of Services (ILOS), Attachment F12 - Provider Network Standards;

Attachment G12, Table of Monetary Penalties

Justifications For Amendment:

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

This amendment contains necessary revisions for several attachments in order to align with all provisions of state and federal laws, regulations, rules, the State Plan, waivers applicable to managed care, and current practice.

LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2026.

This Amendment Becomes Effective: 01-01-2026

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

Louisiana Healthcare Connections, Inc.

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE _____ DATE _____

PRINT NAME Joseph M. Sullivan

CONTRACTOR TITLE Chief Executive Officer

SIGNATURE _____ DATE _____

NAME Bruce D. Greenstein

TITLE Secretary

OFFICE Louisiana Department of Health

PROGRAM SIGNATURE _____ DATE _____

NAME Drew Maranto

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

Amendment #: 12

LAGOV#: 2000683512

LDH #:

MVA
(Regional/ Program/
Facility)

Medical Vendor Administration
Bureau of Health Services Financing

Original Contract Amount \$10,165,292,584.00

Original Contract Begin Date 01-01-2023

Original Contract End Date 12-31-2025

RFP Number: 3000017417

AND

UnitedHealthcare of Louisiana, Inc. dba UnitedHealthcare Community Plan
Contractor Name

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$11,033,896,165.00 Current Contract Term: 01/01/23-12/31/25

CF-1
 11) Termination Date: 12/31/2025
 12) Maximum Contract Amount: \$11,033,896,165.00
 13) Estimated Amounts by Fiscal Year: FY23: \$1,677,039,742; FY24: \$3,625,564,330; FY25: \$3,770,586,903; FY26: \$1,960,705,190
 15) Attachments and Exhibits:
 Attachment A11 - Model Contract; Attachment C10, In Lieu of Services (ILOS)
 Attachment F10 - Provider Network Standards; Attachment G11, Table of Monetary Penalties

Change Contract To: If Changed, Maximum Amount: \$12,111,819,475.00 If Changed, Contract Term: 01/01/23-12/31/2026

CF-1
 11) Termination Date: 12/31/2026
 12) Maximum Contract Amount: \$12,111,819,475.00
 13) Estimated Amounts by Fiscal Year: FY23: \$1,677,039,742; FY24: \$3,625,564,330; FY25: \$3,770,586,903; FY26: \$1,506,338,510; FY27: \$551,937,395
 15) Attachments and Exhibits:
 Attachment A12 - Model Contract; Attachment C12, In Lieu of Services (ILOS), Attachment F12 - Provider Network Standards; Attachment G12, Table of Monetary Penalties

Justifications For Amendment:

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

This amendment contains necessary revisions for several attachments in order to align with all provisions of state and federal laws, regulations, rules, the State Plan, waivers applicable to managed care, and current practice.

LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2026.

This Amendment Becomes Effective: 01-01-2026

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

UnitedHealthcare of Louisiana, Inc. dba UnitedHealthcare Co

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE	DATE
PRINT NAME: Karl Lirette	
CONTRACTOR TITLE: Chief Executive Officer	

SIGNATURE	DATE
NAME: Bruce D. Greenstein	
TITLE: Secretary	
OFFICE: Louisiana Department of Health	

PROGRAM SIGNATURE	DATE
NAME: Drew Maranto	