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

REVISED

NOTICE OF MEETING

Thursday
September 18, 2025
10:00 A.M.
House Committee Room 5

A G E N D A

Added Agenda Item #13

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-year Baseline Budget

2. BA-7 Agenda

3. Facility Planning and Control

4. Review and approval of an extension of a contract between the Louisiana Department of Environmental Quality and Atlas Technical Consultants, LLC, in accordance with the provisions of R.S. 39:1615(J).

5. Review and approval of an extension of a contract between the Louisiana Department of Environmental Quality and Montrose Air Quality Services, LLC, in accordance with the provisions of R.S. 39:1615(J).

6. Review and approval of an extension of a contract between the Louisiana Department of Environmental Quality and Pace Analytical Services, LLC, in accordance with the provisions of R.S. 39:1615(J).

7. Review and approval of Municipal Police Supplemental Pay in accordance with Act 110 of 1982 and the provisions of R.S. 40:1667.8 and review and approval of Municipal Firefighters' Supplemental Pay in accordance with Act 110 of 1982 and the provisions of R.S. 40:1666.9.

8. 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).

9. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56.

10. Review 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).

11. Review and approval of an extension of a contract between the Office of Group Benefits and Gallagher Benefits Services, Inc., in accordance with the provisions of R.S. 39:1615(J).

12. Review and approval of emergency contracts between the Office of Group Benefits and the following entities, in accordance with the provisions of R.S. 42:802(D):

    a. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, for the provision of administrative services only
    b. SilverScript Insurance Company, for the provision of pharmacy benefit manager services for the employer group waiver plan and wrap product
    c. Southern Scripts, LLC, d/b/a Liviniti, LLC, for the provision of pharmacy benefit manager services for the commercial plan

13. Review and approval of an extension of a contract between the Louisiana Department of Environmental Quality and Element Materials Technology Lafayette, LLC, in accordance with the provisions of R.S. 39:1615(J).

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

V. ADJOURNMENT

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

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

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

Glen Womack, Chairman

STATE OF LOUISIANA
State General Fund Fiscal Status Statement
Fiscal Year 2025-2026
($ in millions)

September 2025

	AUGUST 2025	SEPTEMBER 2025	SEPTEMBER 2025 Over/(Under) AUGUST 2025
GENERAL FUND REVENUE			
Revenue Estimating Conference - May 21, 2025	$12,290.300	$12,290.300	$0.000
FY 24-25 Revenue Carried Forward into FY 25-26	$0.000	$453.548	$453.548
Total Available General Fund Revenue	**$12,290.300**	**$12,743.848**	**$453.548**
APPROPRIATIONS AND REQUIREMENTS			
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 1of 2025 RS)	$11,390.015	$11,843.563	$453.548
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	**$11,672.385**	**$12,125.932**	**$453.548**
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	**$12,290.210**	**$12,743.758**	**$453.548**
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."

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

REVENUES:	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
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%**
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**
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%**
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**
PROJECTED BALANCE	**$71,226**	**$89,608**	**($130,750,928)**	**($609,388,556)**	**($549,006,725)**
Oil Prices included in the REC forecast	$70.69	$65.09	$63.94	$64.26	$65.94

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
BA-7 AGENDA
September, 2025

A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

1	DENR	Department of Energy and Natural Resources (11-431) Office of the Secretary
2	OREQ	Other Requirements (20-901) Sales Tax Dedications

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

DEPARTMENT: Department of Energy and Natural Resources	**FOR OPB USE ONLY**
AGENCY: Office of the Secretary	OPB LOG NUMBER: 92 RR / AGENDA NUMBER: 1
SCHEDULE NUMBER: 11-431	
SUBMISSION DATE: 8/27/2025	**Approval and Authority:**
AGENCY BA-7 NUMBER: #2 Capital Area Groundwater	
HEAD OF BUDGET UNIT: Mark Normand	
TITLE: Undersecretary	
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):* Mark Normand, Jr. Digitally signed by Mark Normand, Jr. Date: 2025.09.04 15:13:56 -05'00'	

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$29,021,034	$0	**$29,021,034**
INTERAGENCY TRANSFERS	$7,247,855	$0	**$7,247,855**
FEES & SELF-GENERATED	$20,462,314	$0	**$20,462,314**
Regular Fees & Self-generated	$4,398,565	$0	**$4,398,565**
Subtotal of Fund Accounts from Page 2	$16,063,749	$0	**$16,063,749**
STATUTORY DEDICATIONS	$51,660,875	$3,036,254	**$54,697,129**
Oilfield Site Restoration Fund (N05)	$27,972,851	$0	**$27,972,851**
Mineral and Energy Operation Fund (N07)	$8,495,099	$3,036,254	**$11,531,353**
Subtotal of Dedications from Page 2	$15,192,925	$0	**$15,192,925**
FEDERAL	$115,701,149	$0	**$115,701,149**
TOTAL	**$224,093,227**	**$3,036,254**	**$227,129,481**
AUTHORIZED POSITIONS	373	5	**378**
AUTHORIZED OTHER CHARGES	0	0	**0**
NON-TO FTE POSITIONS	3	0	**3**
TOTAL POSITIONS	**376**	**5**	**381**

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Executive Program	$224,093,227	373	$3,036,254	5	**$227,129,481**	**378**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$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	**$224,093,227**	**373**	**$3,036,254**	**5**	**$227,129,481**	**378**

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

DEPARTMENT: Department of Energy and Natural Resource	**FOR OPB USE ONLY**	
AGENCY: Office of the Secretary	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 11-431		
SUBMISSION DATE: 8/27/2025	**ADDENDUM TO PAGE 1**	
AGENCY BA-7 NUMBER: #2 Capital Area Groundwater		

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			
Oil and Gas Regulatory Dedicated Fund Account (N09)	$15,081,749	$0	**$15,081,749**
Underwater Obstruction Removal Dedicated Fund Account (N08)	$982,000	$0	**$982,000**
SUBTOTAL (to Page 1)	**$16,063,749**	**$0**	**$16,063,749**
STATUTORY DEDICATIONS			
Natural Resource Restoration Trust Fund (N10)	$2,175,000	$0	**$2,175,000**
Carbon Dioxide Geologic Storage Trust Fund (N14)	$2,784,099	$0	**$2,784,099**
Oil Spill Contingency Fund (V01)	$7,733,826	$0	**$7,733,826**
Modernization and Security Fund (V65)	$2,500,000	$0	**$2,500,000**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
SUBTOTAL (to Page 1)	**$15,192,925**	**$0**	**$15,192,925**

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

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

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
This BA-7 is authorized by Act 458 of the 2025 Regular Session to transfer the Capital Area Groundwater Conservation District (CAGCD) to the Department of Energy and Natural Resources. It increases the Mineral and Energy fund by $3,036,254 to provide for the CAGCD budget from October 1, 2025 to June 30, 2026. See Questionnaire for more details.

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	$3,036,254	$3,309,939	$3,319,190	$3,215,540	$3,243,387
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$3,036,254**	**$3,309,939**	**$3,319,190**	**$3,215,540**	**$3,243,387**

3. If this action requires additional personnel, provide a detailed explanation below:
The transfer of CAGCD includes four (4) authorized positions. One of these positions is an IT position, which is being transferred to OTS. We are requesting two (2)additional positions (Attorney and Accountant) to manage the increased workload resulting from the transfer and to replace the legal and accounting functions previously handled through contracts. This results in a total of five (5) positions. See questionnaire under OTHER for a more detailed explanation.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
This BA-7 is authorized by Act 458 of the 2025 Regular Session, becomes effective on October 1, 2025.

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.
N/A

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

N/A

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?*)

N/A

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

N/A

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

N/A

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: Executive 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	$29,021,034	$0	**$29,021,034**	$0	$0	$0	$0
Interagency Transfers	$7,247,855	$0	**$7,247,855**	$0	$0	$0	$0
Fees & Self-Generated *	$20,462,314	$0	**$20,462,314**	$0	$0	$0	$0
Statutory Dedications **	$51,660,875	$3,036,254	**$54,697,129**	$3,309,939	$3,319,190	$3,215,540	$3,243,387
FEDERAL FUNDS	$115,701,149	$0	**$115,701,149**	$0	$0	$0	$0
TOTAL MOF	**$224,093,227**	**$3,036,254**	**$227,129,481**	**$3,309,939**	**$3,319,190**	**$3,215,540**	**$3,243,387**
EXPENDITURES:							
Salaries	$29,233,434	$413,433	**$29,646,867**	$565,825	$580,990	$596,761	$613,163
Other Compensation	$316,424	$55,000	**$371,424**	$70,000	$70,000	$70,000	$70,000
Related Benefits	$15,323,334	$220,603	**$15,543,937**	$288,412	$294,599	$301,034	$307,726
Travel	$485,554	$563	**$486,117**	$750	$750	$750	$750
Operating Services	$36,866,058	$101,963	**$36,968,021**	$132,812	$132,812	$134,881	$134,881
Supplies	$630,341	$5,973	**$636,314**	$7,964	$7,964	$7,964	$7,964
Professional Services	$20,634,784	$2,084,748	**$22,719,532**	$2,029,655	$2,013,160	$1,880,665	$1,880,665
Other Charges	$101,849,481	$0	**$101,849,481**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$17,138,528	$153,971	**$17,292,499**	$214,521	$218,915	$223,485	$228,238
Acquisitions	$1,615,289	$0	**$1,615,289**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$224,093,227**	**$3,036,254**	**$227,129,481**	**$3,309,939**	**$3,319,190**	**$3,215,540**	**$3,243,387**
POSITIONS							
Classified	361	4	**365**	0	0	0	0
Unclassified	12	1	**13**	0	0	0	0
TOTAL T.O. POSITIONS	**373**	**5**	**378**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	3	0	**3**	0	0	0	**0**
TOTAL POSITIONS	**376**	**5**	**381**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$4,398,565	$0	**$4,398,565**	$0	$0	$0	$0
Underwater Obstruction Removal Dedicated Fund Account (N08)	$982,000	$0	**$982,000**	$0	$0	$0	$0
Oil and Gas Regulatory Dedicated Fund Account (N09)	$15,081,749	$0	**$15,081,749**	$0	$0	$0	$0
****Statutory Dedications:**							
Oilfield Site Restoration Fund (N05)	$27,972,851	$0	**$27,972,851**	$0	$0	$0	$0
Mineral and Energy Operation Fund (N07)	$8,495,099	$3,036,254	**$11,531,353**	$3,309,939	$3,319,190	$3,215,540	$3,243,387
Natural Resource Restoration Trust Fund (N10)	$2,175,000	$0	**$2,175,000**	$0	$0	$0	$0
Carbon Dioxide Geologic Storage Trust Fund (N14)	$2,784,099	$0	**$2,784,099**	$0	$0	$0	$0
Oil Spill Contingency Fund (V01)	$7,733,826	$0	**$7,733,826**	$0	$0	$0	$0
Modernization and Security Fund (V65)	$2,500,000	$0	**$2,500,000**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

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: Executive Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$3,036,254**	**$0**	**$3,036,254**
EXPENDITURES:						
Salaries	$0	$0	$0	$413,433	$0	**$413,433**
Other Compensation	$0	$0	$0	$55,000	$0	**$55,000**
Related Benefits	$0	$0	$0	$220,603	$0	**$220,603**
Travel	$0	$0	$0	$563	$0	**$563**
Operating Services	$0	$0	$0	$101,963	$0	**$101,963**
Supplies	$0	$0	$0	$5,973	$0	**$5,973**
Professional Services	$0	$0	$0	$2,084,748	$0	**$2,084,748**
Other Charges	$0	$0	$0	$0	$0	**$0**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$153,971	$0	**$153,971**
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**	**$3,036,254**	**$0**	**$3,036,254**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	4 ~~0~~	0	0
Unclassified	0	0	0	1 ~~0~~	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	5 ~~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**	5 ~~0~~	**0**	**0**

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

Effective October 1, 2025, Act 458 of the 2025 Regular Session transfers the Capital Area Groundwater Conservation District (CAGCD) to the Department of Energy and Natural Resources (DENR). The purpose of this transfer is to consolidate oversight of groundwater resources within DENR, ensuring improved coordination, efficiency, and accountability in the management of this critical natural resource.

CAGCD's primary source of revenue is derived from pumping charges assessed to groundwater users at a rate of $65 per million gallons (LAC 56:V.1107). In addition, the District collects permit fees for the drilling, construction, and operation of water wells with a capacity in excess of 50,000 gallons per day, in accordance with La. R.S. 38:3076(A)(2) and 3076(E). These revenues support the District's regulatory and monitoring responsibilities, which include permitting, compliance, enforcement, and conservation planning to ensure the sustainable use of groundwater within the Capital Area.

This BA-7 request supports the continuation of CAGCD's statutory duties and the integration of its operations into DENR, while maintaining the dedicated revenue sources established in law.

REVENUES

R.S.136.3(B)(7), enacted in Act 458 of the 2025 Regular Session (page 103, lines 17–20), authorizes the utilization of the Mineral and Energy Operation Fund as the dedication. Act 458 states, "All revenue, income, fees, and other collections generated by or on behalf of the CAGCD" will be deposited into the Mineral and Energy Operation Fund. The Department shall maintain separate accounting of such revenues to ensure proper auditing and reporting.

The figures reflected below are based on the official Revenue Estimating Conference (REC) recognized revenue.

REC Recognized Revenue	
FY25 Beginning Balance	$ 26.91 M
FY25 Revenue (Schedule E1)	$ 4.60 M
FY25 Revenue (Schedule E2)	$ 2.50 M
FY26 Revenue (Schedule F1)	$ 4.60 M
FY26 Revenue (Schedule F2)	$ 2.50 M
TOTAL	**$ 41.11 M**
Appropriations and Transfers	
FY25 EOY Budget	$ (7.10) M
FY25 Transfer (Authorized by Act 365 – 2025 Regular Session)	$(10.00)M
FY26 Current Budget	$(8.50) M
TOTAL	**$(25.60)M**
FY26 BA-7 CAGCD	**$(3.10) M**
REC Recognized Revenue After The BA-7	**$ 12.41 M**

This analysis confirms that sufficient resources are available to support the proposed BA-7 request.

EXPENDITURES

Increase Personnel $413,433
Increase Other Compensation $55,000
Increase Related Benefits $220,603
Increase Travel $563
Increase Operating Expenses $101,963
Increase Supplies $5,973
Increase Professional Services $2,084,748
Increase IAT $153,971
Total $3,036,254

OTHER

The Capital Area Groundwater Conservation District currently has four (4) authorized positions. One of these positions is an IT position, which is being transferred to OTS. We are requesting an additional two (2) positions one (1) Attorney and one (1) Accountant. At present, these services are contracted out. This brings the total number of requested positons to five (5).

Over the past two years, the District has paid approximately $1.5 million in legal services and $135,000 in accounting/auditing fees, for a combined total of $1,635,000. In addition, contracting for legal and accounting services has an average annual cost of approximately $817,500 per year over the past two years.

By comparison, the cost of employing an in-house Attorney and Accountant would be:

- Salaries: $178,963
- Related Benefits: $72,749
- Total Annual Cost: $251,712

The savings to hire additional staff over contracting for these services would be approximately $565,788 each year, or a roughly 69% reduction.

This approach also aligns with the Governor's Louisiana Department of Government Efficiency (LA DOGE) initiative by reducing reliance on high-cost contracts, improving cost-effectiveness, and ensuring more efficient use of dedicated resources.

CONTACT INFO:
Budget Contact Name: Mark Normand
Title: Undersecretary
Email: Mark.Normand2@la.gov
Phone Number: 225-342-5007

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

DEPARTMENT: State Treasury	FOR OPB USE ONLY
AGENCY: Sales Tax Dedication	OPB LOG NUMBER: 93 / AGENDA NUMBER: 2
SCHEDULE NUMBER: 20-901	
SUBMISSION DATE: 8/27/25	Approval and Authority:
AGENCY BA-7 NUMBER: 26-02	
HEAD OF BUDGET UNIT: Renee Fontenot Free	
TITLE: Deputy Treasurer of Management and Finance	
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge)*: Renee Fontenot Free	

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0
FEES & SELF-GENERATED	$0	$0	$0
Regular Fees & Self-generated	$0	$0	$0
Subtotal of Fund Accounts from Page 2	$0	$0	$0
STATUTORY DEDICATIONS	$76,581,576	$1,307,886	$77,889,462
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
Subtotal of Dedications from Page 2	$76,581,576	$1,307,886	$77,889,462
FEDERAL	$0	$0	$0
TOTAL	$76,581,576	$1,307,886	$77,889,462
AUTHORIZED POSITIONS	0	0	0
AUTHORIZED OTHER CHARGES	0	0	0
NON-TO FTE POSITIONS	0	0	0
TOTAL POSITIONS	0	0	0

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Sales Tax Dedications	$76,581,576	0	$1,307,886	0	$77,889,462	0
Program 2	$0	0	$0	0	$0	0
Program 3	$0	0	$0	0	$0	0
Program 4	$0	0	$0	0	$0	0
Program 5	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
Subtotal of programs from Page 2:	$0	0	$0	0	$0	0
TOTAL	$76,581,576	0	$1,307,886	0	$77,889,462	0

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

DEPARTMENT: State Treasury	**FOR OPB USE ONLY**	
AGENCY: Sales Tax Dedication	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-901		
SUBMISSION DATE: 8/27/25	**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			
Acadia Parish Visitor Enterprise (T01)	$145,866	$0	**$145,866**
Allen Parish Capital Improvements (T02)	$215,871	$0	**$215,871**
Ascension Parish Visitor Enterprise (T03)	$1,250,000	$0	**$1,250,000**
Avoyelles Parish Visitor Enterprise Fund (T05)	$120,053	$0	**$120,053**
Beauregard Parish Community Improvement (T06)	$139,855	$0	**$139,855**
Bienville Parish Tourism and Economic Development Fund (T07)	$27,527	$0	**$27,527**
Bossier City Riverfront and Civic Center (T08)	$1,874,272	$0	**$1,874,272**
Shreveport Riverfront and Convention Center and Independence Stadium Fund (T09)	$3,253,430	$0	**$3,253,430**
West Calcasieu Community Center Fund (T10)	$1,728,077	$0	**$1,728,077**
Caldwell Parish Economic Development Fund (T11)	$169	$0	**$169**
Cameron Parish Tourism Development Fund (T12)	$19,597	$0	**$19,597**
Town of Homer Economic Development Fund (T14)	$18,782	$0	**$18,782**
Concordia Parish Economic Development Fund (T15)	$87,738	$0	**$87,738**
DeSoto Parish Visitor Enterprise (T16)	$284,432	$0	**$284,432**
East Baton Rouge Parish Riverside Centroplex Fund (T17)	$1,249,308	$0	**$1,249,308**
East Carroll Parish Visitor Enterprise Fund (T18)	$14,316	$0	**$14,316**
East Feliciana Tourist Commission Fund (T19)	$2,693	$0	**$2,693**
Evangeline Visitor Enterprise Fund (T20)	$43,071	$0	**$43,071**
Franklin Parish Visitor Enterprise (T21)	$57,000	$0	**$57,000**
Iberia Parish Tourist Commission Fund (T23)	$612,708	$0	**$612,708**
Iberville Parish Visitor Enterprise Fund (T24)	$116,858	$0	**$116,858**
Jackson Parish Economic Development and Tourism (T25)	$27,775	**$0**	**$27,775**

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

DEPARTMENT: State Treasury	FOR OPB USE ONLY	
AGENCY: Sales Tax Dedication	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-901		
SUBMISSION DATE: 8/27/25	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
Jefferson Parish Convention Center Fund (T26)	$3,807,190	$0	**$3,807,190**
Jefferson Davis Parish Visitor Enterprise Fund (T27)	$310,262	$0	**$310,262**
Lafayette Parish Visitor Enterprise Fund (T28)	$5,642,349	$0	**$5,642,349**
Lafourche Parish Enterprise Fund (T29)	$349,984	$0	**$349,984**
LaSalle Economic Development District Fund (T30)	$21,791	$0	**$21,791**
Lincoln Parish Visitor Enterprise Fund (T31)	$524,858	$0	**$524,858**
Livingston Parish Tourism and Economic Development Fund (T32)	$457,209	$0	**$457,209**
Morehouse Parish Visitor Enterprise (T34)	$52,519	$0	**$52,519**
New Orleans Metropolitan Convention and Visitor Bureau (T36)	$13,697,819	$0	**$13,697,819**
Ouachita Parish Visitor Enterprise (T37)	$4,969,351	$0	**$4,969,351**
Plaquemines Parish Visitor Enterprise Fund (T38)	$228,102	$0	**$228,102**
Pointe Coupee Parish Visitor Enterprise Fund (T39)	$40,281	$0	**$40,281**
Alexandria/Pineville Exhibition Hall Fund (T40)	$250,417	$0	**$250,417**
Red River Visitor Enterprise Fund (T41)	$69,466	$0	**$69,466**
Richland Visitor Enterprise Fund (T42)	$129,215	$0	**$129,215**
Sabine Parish Tourism Improvement (T43)	$599,832	$0	**$599,832**
St. Bernard Parish Enterprise (T44)	$116,399	$0	**$116,399**
St. Charles Parish Enterprise Fund (T45)	$1,256,583	$0	**$1,256,583**
St. James Parish Enterprise Fund (T47)	$30,756	$0	**$30,756**
St. John the Baptist Convention Facility (T48)	$329,036	$0	**$329,036**
St. Landry Parish Historical Development Fund No. 1 (T49)	$813,451	$0	**$813,451**
St. Martin Parish Enterprise Fund (T50)	$472,179	$0	**$472,179**
St. Mary Parish Visitor Enterprise (T51)	$1,447,392	$0	**$1,447,392**
St. Tammany Parish Fund (T52)	$3,447,351	$0	**$3,447,351**
Tangipahoa Parish Tourist Commission Fund (T53)	$800,000	$0	**$800,000**
Tensas Parish Visitor Enterprise Fund (T54)	$1,941	$0	**$1,941**
Houma/Terrebonne Tourist Fund (T55)	$692,686	$142,731	**$835,417**
Union Parish Visitor Enterprise (T56)	$54,464	$0	**$54,464**
Vermilion Parish Visitor Enterprise (T57)	$297,056	$0	**$297,056**
Webster Parish Convention and Visitors Bureau (T60)	$256,153	$0	**$256,153**

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

DEPARTMENT: State Treasury	FOR OPB USE ONLY	
AGENCY: Sales Tax Dedication	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-901		
SUBMISSION DATE: 8/27/25	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
West Baton Rouge Parish Visitor Bureau (T61)	$515,436	$980,000	**$1,495,436**
West Carroll Parish Visitor Bureau (T62)	$17,076	$0	**$17,076**
Winn Parish Tourism Fund (T64)	$84,997	$0	**$84,997**
Shreveport-Bossier City Visitor Enterprise (TA1)	$557,032	$0	**$557,032**
Vernon Parish Legislative Community Improvement Fund (TA2)	$559,260	$0	**$559,260**
Alexandria/Pineville Area Tourism Fund (TA3)	$242,310	$0	**$242,310**
Rapides Parish Economic Development Fund (TA4)	$370,891	$0	**$370,891**
Natchitoches Parish Visitor Enterprise (TA5)	$130,000	$0	**$130,000**
Lincoln Parish Municipalities Fund (TA6)	$258,492	$0	**$258,492**
East Baton Rouge Community Improvement (TA7)	$2,897,856	$0	**$2,897,856**
East Baton Rouge Parish Enhancement (TA8)	$1,387,936	$0	**$1,387,936**
Washington Parish Tourist Commission Fund (TA9)	$43,025	$0	**$43,025**
Grand Isle Tourist Commission Account (TB0)	$28,295	$0	**$28,295**
Gretna Tourist Commission Enterprise Account (TB1)	$118,389	$0	**$118,389**
Lake Charles Civic Center Fund (TB2)	$3,676,208	$0	**$3,676,208**
New Orleans Area Tourism and Economic Development (TB3)	$466	$0	**$466**
River Parishes Convention, Tourist, and Visitors Comm (TB4)	$403,094	$0	**$403,094**
St. Francisville Economic Development Fund (TB5)	$178,424	$0	**$178,424**
Tangipahoa Parish Economic Development Fund (TB6)	$235,000	$0	**$235,000**
Washington Parish Infrastructure and Park (TB7)	$50,000	$0	**$50,000**
Pineville Economic Development (TB8)	$222,535	$0	**$222,535**
Washington Parish Economic Development and Tourism (TB9)	$14,486	$0	**$14,486**
Terrebonne Parish Visitor Enterprise (TC0)	$564,845	$185,155	**$750,000**
Bastrop Municipal Center Fund (TC1)	$40,357	$0	**$40,357**
Rapides Parish Coliseum Fund (TC2)	$74,178	$0	**$74,178**
Madison Parish Visitor Enterprise Fund (TC3)	$39,771	$0	**$39,771**
Natchitoches Historical District Development (TC4)	$398,956	$0	**$398,956**
Baker Economic Development Fund (TC5)	$48,352	$0	**$48,352**

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

DEPARTMENT: State Treasury	**FOR OPB USE ONLY**	
AGENCY: Sales Tax Dedication	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-901		
SUBMISSION DATE: 8/27/25	**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
Claiborne Parish Tourism & Econ. Dvp Fund (TC6)	$517	$0	**$517**
Ernest N. Morial Convention Center (TC7)	$2,000,000	$0	**$2,000,000**
Lafourche Parish ARC Training and Development (TC9)	$365,895	$0	**$365,895**
Grant Parish Economic Development Fund (TD1)	$2,007	$0	**$2,007**
New Orleans Quality of Life Fund (TD2)	$8,600,000	$0	**$8,600,000**
SUBTOTAL (to Page 1)	**$76,581,576**	**$1,307,886**	**$77,889,462**

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

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

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

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

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

One-time budget increase for the following funds as requested by the entities and supported by the legislature:
Houma/Terrebonne Tourist Fund - T55
Terrebonne Parish Visitor Enterprise - TC0
West Baton Rouge Parish Visitor Bureau - T61

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	$1,307,886	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$1,307,886**	**$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 request is being made for an increase in FY26 by the receiving entity and supported by the corresponding legislators.

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 are no programmatic impacts.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 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?*)

There are no performance impacts.

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

There are no performance impacts.

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

'There are no performance impacts.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Sales Tax Dedications

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	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$76,581,576	$1,307,886	**$77,889,462**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$76,581,576**	**$1,307,886**	**$77,889,462**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$0	$0	**$0**	$0	$0	$0	$0
Other Compensation	$0	$0	**$0**	$0	$0	$0	$0
Related Benefits	$0	$0	**$0**	$0	$0	$0	$0
Travel	$0	$0	**$0**	$0	$0	$0	$0
Operating Services	$0	$0	**$0**	$0	$0	$0	$0
Supplies	$0	$0	**$0**	$0	$0	$0	$0
Professional Services	$0	$0	**$0**	$0	$0	$0	$0
Other Charges	$76,581,576	$1,307,886	**$77,889,462**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$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	**$76,581,576**	**$1,307,886**	**$77,889,462**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	0	0	**0**	0	0	0	0
Unclassified	0	0	**0**	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
Acadia Parish Visitor Enterprise (T01)	$145,866	$0	**$145,866**	$0	$0	$0	$0
Allen Parish Capital Improvements (T02)	$215,871	$0	**$215,871**	$0	$0	$0	$0
Ascension Parish Visitor Enterprise (T03)	$1,250,000	$0	**$1,250,000**	$0	$0	$0	$0
Avoyelles Parish Visitor Enterprise Fund (T05)	$120,053	$0	**$120,053**	$0	$0	$0	$0
Beauregard Parish Community Improvement (T06)	$139,855	$0	**$139,855**	$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: Sales Tax Dedications

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	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$76,581,576	$1,307,886	**$77,889,462**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$76,581,576**	**$1,307,886**	**$77,889,462**	**$0**	**$0**	**$0**	**$0**
****Statutory Dedications continued:**							
Bienville Parish Tourism and Economic Development Fund (T07)	$27,527	$0	**$27,527**	$0	$0	$0	$0
Bossier City Riverfront and Civic Center (T08)	$1,874,272	$0	**$1,874,272**	$0	$0	$0	$0
Shreveport Riverfront and Convention Center and Independence Stadium Fund (T09)	$3,253,430	$0	**$3,253,430**	$0	$0	$0	$0
West Calcasieu Community Center Fund (T10)	$1,728,077	$0	**$1,728,077**	$0	$0	$0	$0
Caldwell Parish Economic Development Fund (T11)	$169	$0	**$169**	$0	$0	$0	$0
Cameron Parish Tourism Development Fund (T12)	$19,597	$0	**$19,597**	$0	$0	$0	$0
Town of Homer Economic Development Fund (T14)	$18,782	$0	**$18,782**	$0	$0	$0	$0
Concordia Parish Economic Development Fund (T15)	$87,738	$0	**$87,738**	$0	$0	$0	$0
DeSoto Parish Visitor Enterprise (T16)	$284,432	$0	**$284,432**	$0	$0	$0	$0
East Baton Rouge Parish Riverside Centroplex Fund (T17)	$1,249,308	$0	**$1,249,308**	$0	$0	$0	$0
East Carroll Parish Visitor Enterprise Fund (T18)	$14,316	$0	**$14,316**	$0	$0	$0	$0
East Feliciana Tourist Commission Fund (T19)	$2,693	$0	**$2,693**	$0	$0	$0	$0
Evangeline Visitor Enterprise Fund (T20)	$43,071	$0	**$43,071**	$0	$0	$0	$0
Franklin Parish Visitor Enterprise (T21)	$57,000	$0	**$57,000**	$0	$0	$0	$0
Iberia Parish Tourist Commission Fund (T23)	$612,708	$0	**$612,708**	$0	$0	$0	$0
Iberville Parish Visitor Enterprise Fund (T24)	$116,858	$0	**$116,858**	$0	$0	$0	$0
Jackson Parish Economic Development and Tourism (T25)	$27,775	$0	**$27,775**	$0	$0	$0	$0
Jefferson Parish Convention Center Fund (T26)	$3,807,190	$0	**$3,807,190**	$0	$0	$0	$0
Jefferson Davis Parish Visitor Enterprise Fund (T27)	$310,262	$0	**$310,262**	$0	$0	$0	$0
Lafayette Parish Visitor Enterprise Fund (T28)	$5,642,349	$0	**$5,642,349**	$0	$0	$0	$0
Lafourche Parish Enterprise Fund (T29)	$349,984	$0	**$349,984**	$0	$0	$0	$0
LaSalle Economic Development District Fund (T30)	$21,791	$0	**$21,791**	$0	$0	$0	$0
Lincoln Parish Visitor Enterprise Fund (T31)	$524,858	$0	**$524,858**	$0	$0	$0	$0
Livingston Parish Tourism and Economic Development Fund (T32)	$457,209	$0	**$457,209**	$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: Sales Tax Dedications

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	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$76,581,576	$1,307,886	**$77,889,462**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$76,581,576**	**$1,307,886**	**$77,889,462**	**$0**	**$0**	**$0**	**$0**
****Statutory Dedications continued:**							
Morehouse Parish Visitor Enterprise (T34)	$52,519	$0	**$52,519**	$0	$0	$0	$0
New Orleans Metropolitan Convention and Visitor Bureau (T36)	$13,697,819	$0	**$13,697,819**	$0	$0	$0	$0
Ouachita Parish Visitor Enterprise (T37)	$4,969,351	$0	**$4,969,351**	$0	$0	$0	$0
Plaquemines Parish Visitor Enterprise Fund (T38)	$228,102	$0	**$228,102**	$0	$0	$0	$0
Pointe Coupee Parish Visitor Enterprise Fund (T39)	$40,281	$0	**$40,281**	$0	$0	$0	$0
Alexandria/Pineville Exhibition Hall Fund (T40)	$250,417	$0	**$250,417**	$0	$0	$0	$0
Red River Visitor Enterprise Fund (T41)	$69,466	$0	**$69,466**	$0	$0	$0	$0
Richland Visitor Enterprise Fund (T42)	$129,215	$0	**$129,215**	$0	$0	$0	$0
Sabine Parish Tourism Improvement (T43)	$599,832	$0	**$599,832**	$0	$0	$0	$0
St. Bernard Parish Enterprise (T44)	$116,399	$0	**$116,399**	$0	$0	$0	$0
St. Charles Parish Enterprise Fund (T45)	$1,256,583	$0	**$1,256,583**	$0	$0	$0	$0
St. James Parish Enterprise Fund (T47)	$30,756	$0	**$30,756**	$0	$0	$0	$0
St. John the Baptist Convention Facility (T48)	$329,036	$0	**$329,036**	$0	$0	$0	$0
St. Landry Parish Historical Development Fund No. 1 (T49)	$813,451	$0	**$813,451**	$0	$0	$0	$0
St. Martin Parish Enterprise Fund (T50)	$472,179	$0	**$472,179**	$0	$0	$0	$0
St. Mary Parish Visitor Enterprise (T51)	$1,447,392	$0	**$1,447,392**	$0	$0	$0	$0
St. Tammany Parish Fund (T52)	$3,447,351	$0	**$3,447,351**	$0	$0	$0	$0
Tangipahoa Parish Tourist Commission Fund (T53)	$800,000	$0	**$800,000**	$0	$0	$0	$0
Tensas Parish Visitor Enterprise Fund (T54)	$1,941	$0	**$1,941**	$0	$0	$0	$0
Houma/Terrebonne Tourist Fund (T55)	$692,686	$142,731	**$835,417**	$0	$0	$0	$0
Union Parish Visitor Enterprise (T56)	$54,464	$0	**$54,464**	$0	$0	$0	$0
Vermilion Parish Visitor Enterprise (T57)	$297,056	$0	**$297,056**	$0	$0	$0	$0
Webster Parish Convention and Visitors Bureau (T60)	$256,153	$0	**$256,153**	$0	$0	$0	$0
West Baton Rouge Parish Visitor Bureau (T61)	$515,436	$980,000	**$1,495,436**	$0	$0	$0	$0
West Carroll Parish Visitor Bureau (T62)	$17,076	$0	**$17,076**	$0	$0	$0	$0
Winn Parish Tourism Fund (T64)	$84,997	$0	**$84,997**	$0	$0	$0	$0
Shreveport-Bossier City Visitor Enterprise (TA1)	$557,032	$0	**$557,032**	$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: Sales Tax Dedications

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	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$76,581,576	$1,307,886	**$77,889,462**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$76,581,576**	**$1,307,886**	**$77,889,462**	**$0**	**$0**	**$0**	**$0**
****Statutory Dedications continued:**							
Vernon Parish Legislative Community Improvement Fund (TA2)	$559,260	$0	**$559,260**	$0	$0	$0	$0
Alexandria/Pineville Area Tourism Fund (TA3)	$242,310	$0	**$242,310**	$0	$0	$0	$0
Rapides Parish Economic Development Fund (TA4)	$370,891	$0	**$370,891**	$0	$0	$0	$0
Natchitoches Parish Visitor Enterprise (TA5)	$130,000	$0	**$130,000**	$0	$0	$0	$0
Lincoln Parish Municipalities Fund (TA6)	$258,492	$0	**$258,492**	$0	$0	$0	$0
East Baton Rouge Community Improvement (TA7)	$2,897,856	$0	**$2,897,856**	$0	$0	$0	$0
East Baton Rouge Parish Enhancement (TA8)	$1,387,936	$0	**$1,387,936**	$0	$0	$0	$0
Washington Parish Tourist Commission Fund (TA9)	$43,025	$0	**$43,025**	$0	$0	$0	$0
Grand Isle Tourist Commission Account (TB0)	$28,295	$0	**$28,295**	$0	$0	$0	$0
Gretna Tourist Commission Enterprise Account (TB1)	$118,389	$0	**$118,389**	$0	$0	$0	$0
Lake Charles Civic Center Fund (TB2)	$3,676,208	$0	**$3,676,208**	$0	$0	$0	$0
New Orleans Area Tourism and Economic Development (TB3)	$466	$0	**$466**	$0	$0	$0	$0
River Parishes Convention, Tourist, and Visitors Comm (TB4)	$403,094	$0	**$403,094**	$0	$0	$0	$0
St. Francisville Economic Development Fund (TB5)	$178,424	$0	**$178,424**	$0	$0	$0	$0
Tangipahoa Parish Economic Development Fund (TB6)	$235,000	$0	**$235,000**	$0	$0	$0	$0
Washington Parish Infrastructure and Park (TB7)	$50,000	$0	**$50,000**	$0	$0	$0	$0
Pineville Economic Development (TB8)	$222,535	$0	**$222,535**	$0	$0	$0	$0
Washington Parish Economic Development and Tourism (TB9)	$14,486	$0	**$14,486**	$0	$0	$0	$0
Terrebonne Parish Visitor Enterprise (TC0)	$564,845	$185,155	**$750,000**	$0	$0	$0	$0
Bastrop Municipal Center Fund (TC1)	$40,357	$0	**$40,357**	$0	$0	$0	$0
Rapides Parish Coliseum Fund (TC2)	$74,178	$0	**$74,178**	$0	$0	$0	$0
Madison Parish Visitor Enterprise Fund (TC3)	$39,771	$0	**$39,771**	$0	$0	$0	$0
Natchitoches Historical District Development (TC4)	$398,956	$0	**$398,956**	$0	$0	$0	$0
Baker Economic Development Fund (TC5)	$48,352	$0	**$48,352**	$0	$0	$0	$0
Claiborne Parish Tourism & Econ. Dvp Fund (TC6)	$517	$0	**$517**	$0	$0	$0	$0
Ernest N. Morial Convention Center (TC7)	$2,000,000	$0	**$2,000,000**	$0	$0	$0	$0
Lafourche Parish ARC Training and Development (TC9)	$365,895	$0	**$365,895**	$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: Sales Tax Dedications

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	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$76,581,576	$1,307,886	**$77,889,462**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$76,581,576**	**$1,307,886**	**$77,889,462**	**$0**	**$0**	**$0**	**$0**
****Statutory Dedications continued:**							
Grant Parish Economic Development Fund (TD1)	$2,007	$0	**$2,007**	$0	$0	$0	$0
New Orleans Quality of Life Fund (TD2)	$8,600,000	$0	**$8,600,000**	$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
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[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: Sales Tax Dedications

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$1,307,886**	**$0**	**$1,307,886**
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	$1,307,886	$0	**$1,307,886**
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**	**$1,307,886**	**$0**	**$1,307,886**
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

To increase budget based on requests from entities.

REVENUES

The revenues are from various statutorily dedicated funds.

EXPENDITURES

The funds will be used to pay local governments per statute.

OTHER

Further information can be provided by Lindsay Schexnayder, Chief Financial Officer, who can be reached at 342-0051 or LSchexnayder@treasury.la.gov.

Houma Downtown Development Corporation
317 Goode Street, Houma, LA 70360
phone 985-873-6408 apicou@tpcg.org

HDDC

July 28, 2025

Dr. John Fleming
Louisiana State Treasurer
Louisiana State Capitol
900 North Third Street, Third Floor
Baton Rouge, LA 70802

RE: State of Louisiana Act 4 Hotel/Motel Sales Tax Dedication

Dear Dr. Fleming,

Please be advised that we reached out to the office of Senator Micheal Fesi to assist us in the following actions. We respectfully request the following:

T55-Houma/Terrebonne Tourist Fund

- Requesting that the current cap be increased from $557,269.00 to $700,000.00. (These funds are split equally between the office of the Houma Area Convention Visitors Bureau/ (HACVB) and the Houma Downtown Corporation/ Houma Main Street, (HDDC) each currently receiving $278,634.50.) Increasing the cap, future funds will be equally divided between HACVB and HDDC, with each receiving $350,000.
- We also request that the $601,501.38 excess funds be equally distributed to HACVB and HDDC ($300,750.69 each).

TCO-Terrebonne Parish Visitor Enterprise Fund

- Requesting the current cap be raised from $564,845,00 to $750,000,00.
- Requesting $592,482.92 in excess funds to be released to the HACVB.

Please let me know if you have any additional information that is required to complete this request.

Anne Picou

Sincerely,
Anne Picou/ Cultural Enrichment Admin/Main Street Manager

HOUMA
TERREBONNE
LOUISIANA'S BAYOU COUNTRY

July 28, 2025

Dr. John Fleming
Louisiana State Treasurer
Louisiana State Capitol
900 North Third Street, Third Floor
Baton Rouge, LA 70802RE:

RE: State of Louisiana Act 4 Hotel/Motel Sales Tax Dedication

Dear Dr. Fleming,

Please be advised that we reached out to the office of Senator Michael Fesi to assist us in the following actions. We are requesting the following:

T55-Houma/Terrebonne Tourist Fund

- Requesting that the current cap be increased from $ 557,269.00 to $ 700,000.00. (These funds are split equally between our office (HACVB) and the Main Street Program/Houma Downtown Development Corporation (HDDC), each currently receiving $ 278,634.50). Increasing the cap, future funds will be equally divided between HACVB and HDDC, with each receiving $350,000.00.
- We are also requesting that the $ 601,501.38 excess funds be equally distributed to the HACVB and HDDC ($300,750.69 each).

TCO – Terrebonne Parish Visitor Enterprise Fund

- Requesting the current cap be raised from $ 564,845.00 to $ 750,000.00.
- Requesting $ 592,482.92 in excess funds to be released to the HACVB.

Please let me know if you have any additional information that is required to complete this request.

Sincerely,

Sondra Corbitt

Sondra Corbitt CDME, TMP
President/CEO
Houma Area Convention & Visitors Bureau

LOUISIANA SENATE

Address:
7910 West Main Street,
Suite 430
Houma, LA 70360
Email:
sen20@legis.la.gov
Phone:
(985) 858-2979
FAX
(985) 873-2069
Legislative Assistant:
Luci Sposito

Michael "Big Mike" Fesi
State Senator ~ District 20

Committees:
Natural Resources, Vice Chair; Finance; Senate and Governmental Affairs; Agriculture, Forestry, Aquaculture, and Rural Development; Joint Legislative Committee on Budget

Memberships:
Louisiana Republican Delegation; Louisiana Rural Caucus

July 24, 2025

Dr. John Fleming
Louisiana State Treasurer
Louisiana State Capitol
900 North Third Street, Third Floor
Baton Rouge, LA 70802

RE: State of Louisiana Act 4 Hotel/Motel Sales Tax Dedication

Dr. Fleming,

Sondra Corbitt, President/CEO of Explore Houma Tourist Commission, has asked for my assistance in the following:

T55-Houma/Terrebonne Tourist Fund

1. Requesting that the current cap be raised from $557,269.00 to $700,000.00. (The funds are currently split equally with Houma Area Convention and Visitors Bureau (HACVB) and Main Street Program/Houma Downtown Development Corporation (HDDC), each receiving $278,634.50) (Future funds to be equally divided between HACVB and HDDC. (Each to receive $350,000).
2. **Requesting that the $601,501.38 excess funds available be equally distributed to HACVB and HDDC** ($300,750.69 each).

TCO – Terrebonne Parish Visitor Enterprise Fund

1. Request that the current cap be raised from $564,845.00 to $750,000.00.
2. Requesting $592,482.92 in excess funds be released to HACVB.

Please let me know if any additional information is required to complete this request.

Sincerely,

Michael "Big Mike" Fesi

Michael "Big Mike" Fesi
Senator, District 20

LOUISIANA HOUSE OF REPRESENTATIVES

7833 W. Main Street
Houma, LA 70360
P. O. Box 2365
Houma, LA 70361
Phone: (985) 858-2970
Fax: (985) 858-2972
hse053@legis.la.gov

JESSICA DOMANGUE
State Representative ~ District 53

COMMITTEE ASSIGNMENTS:
Commerce
House and Governmental Affairs
Municipal, Parochial and Cultural Affairs

July 31, 2025

Dr. John Fleming
Louisiana State Treasurer
Louisiana State Capitol
900 North Third Street, Third Floor
Baton Rouge, LA 70802

RE: State of Louisiana Act 4 Hotel/Motel Sales Tax Dedication

Dr. Fleming,

Rep. Domangue is writing to express her strong support for the request made by Sondra Corbitt, President/CEO of Explore Houma Tourist Commission, who has asked for her assistance in the following:

T55-Houma/Terrebonne Tourist Fund

1. Requesting that the current cap be raised from $557,269.00 to $700,000.00. (The funds are currently split equally with Houma Area Convention and Visitors Bureau (HACVB) and Main Street Program/Houma Downtown Development Corporation (HDDC), each receiving $278,634.50) (Future funds to be equally divided between HACVB and HDDC. (Each to receive $350,000).

2. **Requesting that the $601,501.38 excess funds available be equally distributed to HACVB and HDDC** ($300,750.69 each).

TCO – Terrebonne Parish Visitor Enterprise Fund
1. Request that the current cap be raised from $564,845.00 to $750,000.00.
2. Requesting $592,482.92 in excess funds be released to HACVB.

Please let me know if you have any questions or need additional information. We can be reached at 985-858-2970.

Sincerely,

Jessica Domangue
Louisiana State Representative, District 53

/val

HOUMA/TERREBONNE TOURIST FUND

T55

L.R.S. 47:302.20

FISCAL YEAR 2025-2026

BEGINNING BALANCE		$ 774,837.47	
TRANSFERS			
		$0.00	
REVENUES			
Hotel/Motel Tax Receipts - 4110012			
Total Revenues		$ -	
EXPENDITURES			BUDGET
Houma/Terrebonne Tourist			$573,447
Houma Downtown Development			
Total Expenditures		$ -	
BALANCE 8/28/25		$ 774,837.47	$387,418.74

S:\FISCAL\FUND CONTROL\FUND STATEMENTS\T FUNDS\T55--HOUMA TERREBONNE TOURIST FD.

TERREBONNE PARISH VISITOR ENTERPRISE

TC0

L.R.S. 47:322.24 L.R.S. 47:332.39

FISCAL YEAR 2025-2026

BEGINNING BALANCE		$ 650,657.89	
TRANSFERS			
		$ -	
REVENUES			
Hotel/Motel Tax Receipts - 4110012			
Prior Year Return of Appropriation	$ -		
Total Revenues		$ -	
EXPENDITURES			BUDGET
Terrebonne Par. Vis. Ent. Fund			$564,845
Total Expenditures		$ -	
BALANCE 8/28/25		$ 650,657.89	

S:\FISCAL\FUND CONTROL\FUND STATEMENTS\T FUNDS\TC0--TERREBONNE PAR. VIS. ENT. FD.

West Baton Rouge
VIEWS, BLUES, & BBQ

.July 24, 2025

Nicholas Boudreaux
Fund Control Manager
Office of State Treasurer John Fleming

Mr. Boudreaux,

The West Baton Rouge Convention and Visitors Bureau would like to proceed with **Option 2** to obtain the excess funds from our Enterprise Account.

We are requesting **$980,000.00** to be used for the following projects:

- Replacement of all ceramic tile throughout the Tourist Center and Conference Center.
- Remodeling of the Tourist Information Center, including the addition of new digital and interactive displays.
- Installation of a new outdoor display at the front of the Tourist Center to encourage visitors to stop and take photos.
- Construction of designated covered parking for WBR CVB employees.
- Removal of the existing fountain on the back patio and installation of a new feature.
- Restroom updates (bathroom stalls, soap dispensers, etc.).
- Installation of Supercharging stations for electric vehicles.
- Additional outdoor upgrades as needed.
- Installation of outdoor electrical connections for festivals and events.
- Advertising for Tourism and the Conference Center.
- Other unplanned expenditures that may arise during repairs and additions.

We understand that the funds must be spent by **June 30, 2026**, and we will provide proof of expenditures as the funds are utilized.
Thank you for your consideration of this request. I will forward letters of support from our Representative and Senator to you as soon as possible.

Sincerely,

Kathy Gautreau

Kathy Gautreau
Executive Director
West Baton Rouge CVB
225-344-2920 Cell: 225-939-6711

CALEB S. KLEINPETER
State Senator ~ District 17
3741 LA Highway 1 South
Port Allen, LA 70767
Phone: (225) 246-8838
Fax: (225) 246-8839
sen17@legis.la.gov

SENATE
STATE OF LOUISIANA

COMMITTEES
Senate and Governmental Affairs, Chairman
Judiciary C
Natural Resources
Finance, Interim Member
Select Committee on Homeland Security, Chairman
Select Committee on Military and Veterans Affairs
Joint Legislative Committee on the Budget
Legislative Budgetary Control Council
Atchafalaya Basin Program Oversight Committee

July 28, 2025

Mr. Nicholas Boudreaux
Fiscal Control Manager
Office of State Treasurer John Fleming

Re: West Baton Rouge Convention and Visitors Bureau

Dear Mr. Boudreaux:

The West Baton Rouge Convention and Visitors Bureau would like to proceed with Option 2 to obtain the excess funds from their Enterprise Account. As you can see the requested use for the $980,000.00 list is attached.

I am in full support of the these projects and I ask that you please give their request every consideration.

Should you need any additional information, please do not hesitate to contact

Sincerely,

Caleb S. Kleinpeter

CSK:kd

LOUISIANA HOUSE OF REPRESENTATIVES

JEREMY LACOMBE
State Representative ~ District 18

July 29, 2025

Mr. Nicholas Boudreaux
Fund Control Manager
Office of State Treasurer John Fleming

RE: West Baton Rouge Convention and Visitors Bureau
Enterprise Account - Support Letter

Dear Mr. Boudreaux,

The West Baton Rouge Convention and Visitors Bureau has requested my support for their request to proceed with Option 2 to obtain the excess funds from their Enterprise Account.

I am in full support of the above and I ask that you please give their request every consideration. If you have further questions or comments, please do not hesitate to contact me.

Sincerely yours,

Jeremy LaCombe, District 18
State Representative
Office: 225/637-3803
Email: hse018@legis.la.gov

P.O. Box 370 • Livonia, LA 70755 • Phone: 225-637-3803 • Fax: 225-637-3805 • hse018@legis.la.gov

WEST BATON ROUGE PARISH VISITOR ENTERPRISE FUND **T61**
L.R.S. 47:332.19

FISCAL YEAR 2025-2026

BEGINNING BALANCE		$1,042,941.66	
TRANSFERS			
	$0.00		
	$0.00	$0.00	
REVENUES			
Hotel/Motel Tax Receipts - 4110012	$0.00		
Total Revenues		$0.00	
EXPENDITURES			BUDGET
West Baton Rouge Vis Ent 901-2061	$0.00		$515,436
Total Expenditures		$0.00	
BALANCE 8/28/25		$1,042,941.66	

S:\FISCAL\FUND CONTROL\FUND STATEMENTS\T FUNDS\T61--WEST BATON ROUGE PAR. VIS. ENT. FD.

STATE OF LOUISIANA

Legislative Fiscal Office

BATON ROUGE

Alan M. Boxberger
Legislative Fiscal Officer

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
Patrice Thomas, Deputy Fiscal Officer

Date: September 11, 2025

Subject: Joint Legislative Committee on the Budget
Meeting September 18, 2025

Attached is the Legislative Fiscal Office BA-7 (Budget Adjustment) write-up for the September 18th meeting of the Joint Legislative Committee on the Budget.

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

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

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT:

AGENDA NO.: 1

AGENCY: Office of Secretary

ANALYST: Mimi Blanchard

Means of Financing	
State General Fund:	$0
Interagency Transfers:	$0
Self-Generated Revenue:	$0
Statutory Dedications:	$3,036,254
Federal Funds:	$0
Total	**$3,036,254**

Expenditures by Program		**T. O.**
Executive	$3,036,254	6
Management & Finance	$0	0
Technology Assessment	$0	0
Atchafalaya Basin	$0	0
Auxiliary Account	$0	0
Total	**$3,036,254**	**6**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Mineral and Energy Operation (ME&O) Fund by $3,036,254 for the transfer of the Capital Area Groundwater Conservation District (CAGCD) into the Department of Energy and Natural Resources (DENR) effective October 1, 2025, as mandated by Act 458 of the 2025 Regular Session. Act 458 further requires that all District revenues, primarily pumpage fees assessed on groundwater users, be deposited into the ME&O Fund for the regulation and oversight of groundwater resources within its jurisdiction. The ME&O Fund balance for FY 26 is summarized below, reflecting beginning resources, projected transfer of CAGWD revenue, budgeted expenditures, and adjustments for the BA-7 request, with a projected remaining unappropriated balance of $14.2 M.

ME&O Fund Balance	
FY 26 Beginning Balance	$ 22,147,849
FY 26 Current Budget	$ (8,495,099)
Unappropriated Fund Balance	$ 13,652,750
FY 26 CAGWD Fees (10/01/2025)	$ 3,549,000
BA-7 Request	$ (3,036,254)
Projected Unappropriated Fund Balance after BA-7	$ 14,165,496

Expenditures for this BA-7 request are as follows:

Personal Services - $689,036 (salary and related benefits)

CAGWD historically operated with four (4) staff positions, which are now being requested as five (5) T.O. positions under DENR. One IT position was not requested, as those services will now be provided by OTS. DENR is requesting two (2) additional positions, an Attorney 4 and Accountant 4, created to replace contracted legal and accounting services, which averaged $817,500 annually. These new positions are estimated to cost $208,071 annually, resulting in anticipated annual savings of $609,429 (75%). In addition, two (2) When Actually Employed (WAE) positions are being transferred.

T.O.	**Salary and Related Benefits**
Executive Director	$ 206,708
Engineer 7 (Deputy Director)	$ 136,868
Attorney 4 (new position)	$ 110,427
Accountant 4 (new position)	$ 97,644
Executive Staff Officer	$ 78,183
Non T.O.	
WAE (1)	$ 48,443
WAE (2)	$ 10,765
Total	$ 689,036

Travel - $563 reimbursement for a Board Member residing out of state.

Operating Services - $101,963 for the lease and maintenance of office space, insurance for the lease space, and miscellaneous service fees.

Supplies - $5,973 for general office supplies, including stationery, staples, forms, pens, etc.

Professional Services - $2,084,748

1. Accounting and Auditing - $30,000 for annual auditing services by *Faulk and Winkler*, which will no longer be needed in FY 27 and beyond due to the newly created Accountant 4 position within DENR.
2. Engineering and Architecture - $6,161
3. Education Services - $7,125
4. IT Services - $14,131 for water assessment and technical advice/reports by *Halff Services*, and IT purchases and technical support services from *Cyberops*.
5. Other Services - $2,027,332 for contracts with various vendors, including: *Paychex* for payroll preparation services; the *United States Geological Survey (USGS)* for operation and maintenance of three real-time monitoring stations, three non-real-time subsidence stations, groundwater level collections at 65 wells, and chloride sampling at 38 wells; *CSRS* for Supervisory Control and Data Acquisition (SCADA) system design, build, and service; *Primex* for meter hosting and cellular chip data transfers; *Sustainability Partners* for ownership and financing of the well metering system; *On Point Inspections* for operation and maintenance of 148 installed flow meters and monitoring systems; the *Chesapeake Group* for legislative representation and coordination; *CC Lynch* for water quality data hosting; and the *W Consulting Group* for government relations and public affairs.

Interagency Transfers - $153,971 for payments made to the Coastal Protection and Restoration Authority (CPRA) Water Institute, Office of Technology Services, and Office of Telecommunications Management.

II. IMPACT ON FUTURE FISCAL YEARS

Annual appropriation from the Mineral and Energy Operation Fund will increase by $3.3 M in FY 27 and FY 28, and $3.2 M in subsequent fiscal years to support regulation of the Capital Area Groundwater Conservation District under DENR. These amounts reflect annual market rate adjustments for personal services, as well as the elimination of legal and accounting contracts in future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Other Requirements

AGENDA NO.: 2

AGENCY: State Sales Tax Dedications

ANALYST: Noah O'Dell

Means of Financing		Expenditures by Program		T. O.
State General Fund:	$0	Sales Tax Dedications	$1,307,886	0
Interagency Transfers:	$0			
Self-Generated Revenue:	$0			
Statutory Dedications:	$1,307,886			
Federal Funds:	$0			
Total	**$1,307,886**	**Total**	**$1,307,886**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Houma/Terrebonne Tourist Fund by $142,731, the West Baton Rouge Parish Visitor Bureau Fund by $980,000, and the Terrebonne Parish Visitor Enterprise Fund by $185,155. The source of funding for these statutory dedications is the state sales tax generated on sales of hotel-motel rooms in the respective parishes. Note: The Treasury will not distribute funds in excess of cash collections to these entities if revenues do not meet or exceed the Revenue Estimating Conference (REC) forecasts.

Houma/Terrebonne Tourist Fund - $142,731

The purpose of the Houma/Terrebonne Tourist Fund statutory dedication is to provide the Houma Area Convention and Visitors Bureau (50%) and the Houma Downtown Development Corporation (50%) with funds to develop tourism and other economic growth projects in the parish. The current FY 26 appropriation from this fund is $692,686. If approved, this BA-7 will increase the total amount appropriated to $835,417. The Treasury reports a fund balance of $774,837 at the beginning of FY 26. This BA-7 seeks to expend a portion of the prior year fund balance, in addition to the revenues forecasted for FY 26 by the REC on May 21, 2025. The source of funding for this statutory dedication is the 2% state sales tax generated hotel-motel rooms in the parish.

FY 26 Houma/Terrebonne Tourist Fund Balance

Beginning Balance (7/01/25)	$ 774,837
Stat Ded. Anticipated Collection	$ 650,000 (Recognized by the REC)
Stat Ded. Appropriated	($ 692,686)
Undesignated Fund Balance	$ 732,151
BA-7 Request*	($ 142,731)
Revised Fund Balance*	$ 589,420

*If this BA-7 Request is approved by the Joint Legislative Committee on the Budget (JLCB)

The additional appropriation authority will be split evenly between the Houma Area Convention and Visitors Bureau (50%) and the Houma Downtown Development Corporation (50%) for usage on tourism and economic growth projects in the parish. The Houma Area Convention and Visitors Bureau indicates it will expand its marketing and promotion of the parish through enhanced digital campaigns. In addition, the funds will help offset necessary operational costs, including salaries, maintenance, and legislative audit requirements. The Houma Downtown Development Corporation indicates these funds will be used to decorate downtown for the Christmas holiday season with a unique Cajun Christmas celebration theme.

West Baton Rouge Parish Visitor Bureau Fund - $980,000

The purpose of the West Baton Rouge Parish Visitor Bureau Fund statutory dedication is to provide the West Baton Rouge parish governing authority with funds to be used exclusively for economic development and tourism purposes, planning, development, or capital improvements of tourism sites in the parish. The current FY 26 appropriation from this fund is $515,436. If approved, this BA-7 will increase the total amount appropriated to $1,495,436. The Treasury reports a fund balance

of $1,042,942 at the beginning of FY 26. This BA-7 seeks to expend a portion of the prior year fund balance, as well as the additional revenues forecasted for FY 26 by the REC on May 21, 2025. The source of funding for this statutory dedication is 4% state sales tax levied on hotel-motel rooms in the parish.

FY 26 West Baton Rouge Parish Visitor Bureau Fund

Beginning Balance (7/01/25)	$ 1,042,942
Stat Ded. Anticipated Collection	$ 780,000 (Recognized by the REC)
Stat Ded. Appropriated	($ 515,436)
Undesignated Fund Balance	$ 1,307,506
BA-7 Request*	($ 980,000)
Revised Fund Balance*	$ 327,506

*If this BA-7 Request is approved by the Joint Legislative Committee on the Budget (JLCB)

The West Baton Rouge Convention and Visitors Bureau indicates the additional appropriation will be used for replacement of ceramic tile in the Tourist Center and Conference Center, remodeling of the Tourist Information Center, installation of a new outdoor display to encourage visitors to stop and take photos, construction of covered parking for employees, removal of an existing fountain and installation of a new feature, updates to restrooms, installation of supercharging stations for electric vehicles, additional outdoor upgrades, installations of outdoor electrical connections, advertising, and other unplanned expenditures that may arise during repairs and additions.

Terrebonne Parish Visitor Enterprise Fund - $185,155

The purpose of the Terrebonne Parish Visitor Enterprise Fund statutory dedication is to provide the Houma Area Convention and Visitors Bureau with funds to develop tourism and other economic growth projects in the parish. The current FY 26 appropriation from this fund is $564,845. If approved, this BA-7 will increase the total amount appropriated to $750,000. The Treasury reports a fund balance of $650,658 at the beginning of FY 26. This BA-7 seeks to expend the additional revenues forecasted for FY 26 by the REC on May 21, 2025. The source of funding for this statutory dedication is the 2% state sales tax on hotel-motel rooms in the parish.

FY 26 Terrebonne Parish Visitor Enterprise Fund Balance

Beginning Balance (7/01/25)	$ 650,658
Stat Ded. Anticipated Collection	$ 750,000 (Recognized by the REC)
Stat Ded. Appropriated	($ 564,845)
Undesignated Fund Balance	$ 835,813
BA-7 Request*	($ 185,155)
Revised Fund Balance*	$ 650,658

*If this BA-7 Request is approved by the Joint Legislative Committee on the Budget (JLCB)

The additional appropriation will be made available for exclusive use by the Houma Area Convention and Visitors Bureau for the development of tourism and other economic growth projects in the parish. The Houma Area Convention and Visitors Bureau indicates it will expand its marketing and promotion of the parish through enhanced digital campaigns. In addition, the funds will help offset necessary operational costs, including salaries, maintenance, and legislative audit requirements.

II. IMPACT ON FUTURE FISCAL YEARS

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

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DIVISION OF ADMINISTRATION

Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE

ON THE

BUDGET

Briefing Book

FOR

September 2025

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September 2025

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      Baton Rouge, Louisiana
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Baton Rouge, Louisiana
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J) Emergency Repairs, Julian White Hall
Louisiana State University
Baton Rouge, Louisiana
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Louisiana State University
Baton Rouge, Louisiana
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Louisiana State University
Baton Rouge, Louisiana
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Assumption Parish Police Jury
Plattenville Drainage Improvements
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Assumption Parish Police Jury
Plattenville Drainage Improvements
Project Number 50-J04-21-02, F.50000974 (CO2)

O) Non-State Capital Outlay Project
City of Lake Charles
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P) Non-State Capital Outlay Project
City of Lake Charles
Relocation of Lake Charles Public Works Campus, Planning and Construction (Calcasieu)
Project Number 50-MF9-22-03, F.50001007 (CO2)

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

August 8, 2025

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

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

Dear Chairman Womack:

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

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

Sincerely,

Taylor F. Barras
Commissioner of Administration

College and University Deferred Maintenance and Capital Improvement Program (Act No. 751 - HB 940 of the 2024 Regular Session)

JLCB Project Approval Request - August 09, 2024

System	Item No.	Project No. (If Applicable)	Campus	Project	Building/Site	Project Scope (2-3 Sentences)
ULS	535		Louisiana Tech	Replace Steam Absorption Chillers	Davison Hall	Steam absorption chillers are in extremely poor and unreliable condition.

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

August 18, 2025

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

Re: Approval of Change Orders over $250,000
Shearman Fine Arts Building Renovations and Additions
McNeese State University
Lake Charles, Louisiana
Project Nos.: 19-627-02B-03, F.19002425

In accordance with R.S. 39:126, the prior approval of the Joint Legislative Committee on the Budget is required for one or more change orders that cause an excess in the aggregate of $250,000 per month. Pursuant to this authority, Facility Planning & Control has prepared a draft change order 3 and is requesting approval.

The project referenced above has completed two phases, with phase one included additions to the original building and phase two included renovations to a portion of the existing facility.

The scope of the current project, Phase 3, consists of renovations to the music and art departments in the Shearman Fine Arts Building on the campus of McNeese State University. The spaces being renovated in this phase includes classrooms, offices and music rooms, a state-of-the-art recording studio and associated support spaces as well as asbestos removal. A contract was issued to K & J Development of SWLA, LLC, in the amount of $3,600,000.00 and construction commenced on December 30, 2024.

The subject change order in the amount of $800,604.00 contains the following additional scope:

1. The existing window systems are single pane uninsulated glass. Change order 3 will replace the old existing single pane glass and old glass block with new insulated glass and frame system.

2. The existing elevator and machine room will be upgraded to meet current elevator code requirements and have upgraded communication system as the existing analog phone lines are getting removed from the campus. During demo work it was discovered the existing fire stairs are not fire sealed to the roof deck above. Change order 3 will fire rate seal the existing fire stairs.

3. The existing auditorium orchestra pit has been found to have water infiltration over the years. Exploratory work to determine if existing underground chilled water lines are leaking in this area and causing the water infiltration is included in Change Order 3.

4. Additional exploratory work in an expanded area to find underground water infiltration is included in Change order 3.

5. The existing data wire is old technology and change order 3 will upgrade the existing data wiring system to CAT6 to allow for current technology used by the music department to function properly.

6. Room 206 has a stage and it was discovered during demolition work that the flooring under the stage has asbestos containing material. Change order 3 will remove the last remaining asbestos flooring from the building. After demolition of the existing HVAC units the existing floor drains were found to be located in the area of the new drain pans. The relocation will move the floor drains to an accessible location for drainage and for maintenance. During demolition an area of the existing corridor was discovered to be concrete only under a removed heater. This area will be patched back with terrazzo to match the existing corridor. Raise Chiller Lines in Room 221 due to ceiling heights. This work is contained within change order 3.

7. The renovation of the existing music lab/recording studio.

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

Please note that some of the scope items contained within change order 3 were originally to be included in the project scope (Items 1, 2, 5, and 7), but were removed after high designer estimates during design. The project bid significantly lower than the designer estimate, allowing for the inclusion of this additional scope that is related to the contracted for work. The remaining items in the change order (Items 3, 4, and 6) are the result of unforeseen conditions uncovered during the course of construction.

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

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

Sincerely,

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

Approved: _____
Taylor F. Barras
Commissioner of Administration

cc: Mr. Kevin Martin, McNeese
Mr. Robert Mayard, FP&C
Mr. Matthew Baker, FP&C

Backup Information
Approval of Change Orders over $250,000
Facility Planning and Control
September 2025

Shearman Fine Arts Building Renovations and Additions
McNeese State University
Lake Charles, Louisiana
Project No.: 19-627-02B-03, F.19002425

State ID: S05502
Site Code: 5-10-004
Date of Contract: December 10, 2024

Original Contract Amount:	**$3,600,000.00**
Changes by previous change orders:	
Change Order 1:	**$97,224.00 (Executed 4.17.25)**
Change Order 2:	**$93,315.00 (Executed 7.09.25)**
TOTAL	**$190,539.00**
Contract amount increased by this change order (No. 3):	**$800,604.00 (Not Executed)**
New Contract Sum:	**$4,591,143.00.00**

- Change Order 3 seeks to increase the contract amount for the following reasons:

1. The existing window systems are single pane uninsulated glass. Change order 3 will replace the old existing single pane glass and old glass block with new insulated glass and frame system.

2. The existing elevator and machine room will be upgraded to meet current elevator code requirements and have upgraded communication system as the existing analog phone lines are getting removed from the campus. During demo work it was discovered the existing fire stairs are not fire sealed to the roof deck above. Change order 3 will fire rate seal the existing fire stairs.

3. The existing auditorium orchestra pit has been found to have water infiltration over the years. Exploratory work to determine if existing underground chilled water lines are leaking in this area and causing the water infiltration is included in Change Order 3.

4. Additional exploratory work in an expanded area to find underground water infiltration is included in Change order 3.

5. The existing data wire is old technology and change order 3 will upgrade the existing data wiring system to CAT6 to allow for current technology used by the music department to function properly.

6. Room 206 has a stage and it was discovered during demolition work that the flooring under the stage has asbestos containing material. Change order 3 will remove the last remaining asbestos flooring from the building. After demolition of the existing HVAC units the existing floor drains were found to be located in the area of the new drain pans. The relocation will move the floor drains to an accessible location for drainage and for maintenance. During demolition an area of the existing corridor was discovered to be concrete only under a removed heater. This area will be patched back with terrazzo to match the existing corridor. Raise Chiller Lines in Room 221 due to ceiling heights. This work is contained within change order 3.

7. The renovation of the existing music lab/recording studio will be included in change order 3.

- The increase of $800,604.00 includes material and labor costs associated with all items.

- Some of the scope items contained within change order 3 were originally to be included in the project scope (Items 1, 2, 5, and 7), but were removed after high designer estimates during design. The project bid significantly lower than the designer estimate, allowing for the inclusion of this additional scope that is related to the contracted for work. The remaining items in the change order (Items 3, 4, and 6) are the result of unforeseen conditions uncovered during the course of construction.

- The cost of this change order will be covered by existing project contingency.

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

August 18, 2025

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

Re: Approval of Change Orders over $250,000
Health Science Complex Renovation, Sugar Hall and Caldwell Hall
University of Louisiana Monroe
Monroe, Louisiana
Project Nos.: 19-629-15-01, F.19002311

In accordance with R.S. 39:126, the prior approval of the Joint Legislative Committee on the Budget is required for one or more change orders that cause an excess in the aggregate of $250,000 per month. Pursuant to this authority, Facility Planning & Control has prepared a draft change order 3 and is requesting approval.

The project referenced above is a complete renovation into a dental building with dental laboratories throughout. It is presently 50% completed.

This project consists of renovation of Sugar Hall to accommodate a new Health Sciences Complex. Sugar Hall is a 79,460 sf facility constructed in 1971. The newly renovated Health Sciences Complex will include spaces for the Dean's Office, Dental Hygiene Clinic, Occupational Therapy Clinic, Speech Language Pathology Clinic, and the Department of Toxicology. The scope includes replacement of all HVAC systems, replacement of electrical gear and devices, new lights and lighting controls, addition of fire suppression systems and fire alarms, modernization of voice/data systems, modernization of an elevator and overall reconfiguration.

The subject Change Order 4 in the amount of $797,000.00 contains the following additional scope of work:

1. The late approval of dental chairs to be used throughout the building caused a major design change, which required a total revision of drawings.

2. There will be selective demolition of areas required for running MEP piping and chases to accommodate the new dental chair installation. This will require coring of slabs and some removal of wall areas to allow access and provide penetrations.

3. There will be new flooring and painting required to repair all the selective demolition areas.

4. There will be numerous concrete coring required on two floors to all the proper MEP installation to supply the dental chairs.

5. The work will require elastomeric sealing and fire stopping of all these penetrations.

6. There will be extensive electrical, plumbing, and mechanical work completed.

7. An extensive number of air compressors located in various locations will be required to provide the air needs at these dental chairs.

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

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

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

Sincerely,

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

Approved: _____
Taylor F. Barras
Commissioner of Administration

cc: Mr. Michael Davis, ULM
Mr. Roy Dowling, FP&C
Mr. Matthew Baker, FP&C

Backup Information
Approval of Change Orders over $250,000
Facility Planning and Control
September 2025

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

Original Contract Amount:	**$16,233,000.00**
Contract amount increased by this change order (No. 1):	**$158,918.00 (Executed 4/3/2025)**
Contract amount increased by this change order (No. 2):	**$11,873.00 (Executed 5/13/2025)**
Contract amount increased by this change order (No. 3):	**$49,898.00 (Executed 6/17/2025)**
TOTAL	**$16,453,689.00**
Contract amount increased by this change order (No. 4):	**$797,000.00 (Not Executed)**
New Contract Sum:	**$17,250,689.00**

The subject Change Order 4 in the amount of $797,000.00 contains the following additional scope of work:

1. The late approval of dental chairs to be used throughout the building caused a major design change, which required a total revision of drawings.

2. There will be selective demolition of areas required for running MEP piping and chases to accommodate the new dental chair installation. This will require coring of slabs and some removal of wall areas to allow access and provide penetrations.

3. There will be new flooring and painting required to repair all the selective demolition areas.

4. There will be numerous concrete coring required on two floors to all the proper MEP installation to supply the dental chairs.

5. The work will require elastomeric sealing and fire stopping of all these penetrations.

6. There will be extensive electrical, plumbing, and mechanical work completed.

7. An extensive number of air compressors located in various locations will be required to provide the air needs at these dental chairs.

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

Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 3, 2025

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

RE: Combination of Appropriations Request
Livonia Water Well, Planning and Construction (Point Coupee)
Project No. 50-MG8-23-01, F.50001410
And
Livonia Water Line Improvements and Extension, Planning & Construction (Point Coupee)
Project No. 50-MG8-25-01, F.B50MG82501

Dear Chairman Womack:
Act 5 of 2024 includes two projects for the Town of Livonia: Water Well, Planning and Construction (Point Coupee) Project No. 50-MG8-23-01, F.50001410 and Livonia Water Line Improvements and Extension, Planning & Construction (Point Coupee) Project No. 50-MG8-25-01, F.B50MG82501. Both projects are intended for the improvements to the water storage and distribution systems. The combination of both appropriations would increase the efficiency and flexibility of the management of both projects. Therefore, Facility Planning and Control is requesting to combine both appropriations under FP&C Project No. 50-MG8-23-01 for accounting purposes.

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

Sincerely,

Roger E. Husser, Jr.
Director

Approved: _____
Taylor F. Barras
Commissioner of Administration

CC: Richard Hebert, FPC
Edwin Lee, FPC
Matthew Baker, FPC
Janelle Kirvin, FPC
Margaret Hill, FPC
Ternisa Hutchinson, OPB
Samuel Roubique, OPB

Paul Fernandez, OPB
Brittany Lea, House Fiscal Division
Mark Mahaffey, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Debra Vivien, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division

Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 12, 2025

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

RE: Combination of Appropriations Request
Rehabilitation of Hangar #88 and Associated Parking Lot, Planning and Construction (Iberia)
Project No. 50-N18-16-01, F.50000556
And
Acadiana Regional Airport Improvements, Planning & Construction (Iberia)
Project No. 50-N18-22-01, F.50001165

Dear Chairman Womack:

Act 2 of 2025 includes two projects for the Iberia Parish Airport Authority: Rehabilitation of Hangar #88 and Associated Parking Lot, Planning and Construction (Iberia) Project No. 50-N18-16-01, F.50000556 and Acadiana Regional Airport Improvements, Planning & Construction (Iberia) Project No. 50-N18-22-01, F.50001165. Both projects are intended for improvements to the Acadian Regional Airport to promote economic development for the region and create approximately 250-300 new jobs in the area. The combination of both appropriations would increase the efficiency and flexibility of the management of both projects. Therefore, Facility Planning and Control is requesting to combine both appropriations under FP&C Project No. 50-N18-16-01 for accounting purposes and update the title to 'Acadiana Regional Airport Improvements', Planning and Construction.

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

Sincerely,

FOR Roger E. Husser, Jr.
Director

Approved: _____
Taylor F. Barras
Commissioner of Administration

CC: Jonathan Cothern, FPC

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

Office of the Commissioner
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

August 19, 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,

Roger E. Husser, Jr.
Director

Approved: _____
Taylor F. Barras
Commissioner of Administration

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

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

Outdoor Classroom/Amphitheatre
Southern University
Baton Rouge, Louisiana
Project No.: 01-107-06-17, F.01004390

State ID: N/A
Site Code: 2-17-038
Date of Contract: August 26, 2024

Original Contract Amount:	**$1,905,000.00**
Changes by previous change orders:	
Change Order 1:	**$38,045.00 (Executed 01.28.25)**
Change Order 2:	**$14,790.00 (Executed 03.26.25)**
Change Order 3:	**$83,385.00 (Executed 03.28.25)**
Change Order 4:	**-$72,105.00 (Executed 04.7.25)**
Change Order 5:	**$0 (Executed 06.26.25)**
TOTAL	**$64,115.00**
Contract amount increased by this change order (No. 6):	**$234,552.00 (Executed 07.24.25)**
New Contract Sum:	**$2,203,667.00**

- Change Order No. 6 was a user request to upgrade the finishes of Amphitheatre terraces. Walking surfaces were upgraded from broom-swept concrete to unit pavers. Seat walls and steps were upgraded from cast-in-place to pre-cast concrete.

- Change Order No. 6 included an additional 50 days for the lead time of the materials delivery and installation of the stone. Note: These items were previously removed from the bid package to maintain control over the budget.

- The increase of $234,552.00 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 - $250,000
Facility Planning and Control
September 2025

Strategic Capital Plan, Deferred Maintenance for Infrastructure and Streets
Chemistry and Materials Sciences Building
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-601-20-03, F.19002633
State ID No.: S28107
Site Code: 2-17-014
Date of Contract: January 8, 2025

Original Contract Amount:	**$1,971,000.00**
Changes by Previous Change Orders:	
Change Order 1:	**$ 22,039.00** (Executed 2/19/2025)
Total:	**$1,993,039.00**
Contract amount increased by this change order (No. 2):	**$ 73,499.00** (Executed 7/10/2025)
New Contract Sum:	**$2,066,538.00**

Change Order No. 2 encompasses several additions to the original contract scope. The changes are as follows:

- Installation of a new steam line from the first floor to the fifth floor to serve the relocated autoclave. This work required vertical routing through multiple floors, resulting in an extension of the contract duration by 8 calendar days.
- Furnishing and installation of a new fume hood, including all associated components. This scope was incorporated into the project with no additional contract time required.
- Audio-visual system components, including the provision of in-wall HDMI cables to the projectors, replacement of damaged projector mounts, and installation of longer projector mount poles to accommodate higher ceiling heights.
- Electrical upgrades, specifically the provision of dedicated circuits for two ice makers.

The costs involved with Change Order No. 2 are covered by existing project contingency.

Backup Information
Reporting of Change Orders between $50,000 and $250,000
Facility Planning and Control
September 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 07.22.25)**
Change Order 2:	**$17,233.00 (Executed 07.31.25)**
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.

Reporting of Change Orders over $50,000 and under $250,000
Facility Planning and Control
September 2025

Hammond Headquarters
Department of Wildlife and Fisheries
Hammond, Louisiana
Project No.: 16-513-22-02, F.16000166

State ID: S29082
Site Code: 2-53-062
Date of Contract: April 21, 2025

Original Contract Amount:	**$1,024,800.00**
Changes by previous change orders: N/A	
TOTAL	**$1,024,800.00**
Contract amount increased by this change order (No. 1):	**$50,585.00 (Executed 7/8/2025)**
New Contract Sum:	**$1,075,385.00**

Reasons / Justifications for JLCB Action

- Change Order 1 increased the contract amount for the following reasons:
    - The bid documents identified the 4 HVAC units as an item to remain and be reused in the renovated structure.
    - After the project had been bid, the HVAC units began to fail and were determined to be in need of repairs or replacement.
    - Upon review by the project's Design Team, a replacement was recommended and included in this change order.
- The increase of $50,585.00 includes material and labor costs associated with all items.
- The cost of this change order will be covered by existing construction contingency.

Backup Information
Reporting of Change Orders over $50,000.00 and under $250,000.00
Facility Planning and Control
September 2025

Coastal Center Facility
Nicholls State University
Thibodaux, Louisiana
Project No.: 19-621-21-01, F.19002399

State ID: New
Site Code: 3-29-003
Date of Contract: August 2, 2023

Original Contract Amount:	**$15,837,300.00**
Changes by previous change orders:	
Change Order No. 1:	**$45,423.00 (Executed 8.22.2024)**
Change Order No. 2:	**$47,170.64 (Executed 12.20.2024)**
Change Order No. 3:	**$48,670.02 (Executed 12.27.2024)**
Change Order No. 4:	**$43,857.34 (Executed 1.24.2025)**
Change Order No. 5:	**$31,946.06 (Executed 1.29.2025)**
Change Order No. 6:	**$34,937.96 (Executed 5.7.2025)**
TOTAL	**$252,005.02**
Contract amount increased by this change order (No. 7):	**$55,964.00 (Executed 5.28.2025)**
New contract sum:	**$16,144,999.02**

- Change Order No. 7 increased the Contract amount for the following reasons:
    - During the submittal process, an engineering analysis determined that the curtain wall system selected required additional steel members in order to be code compliant for wind loads. To accommodate the additional steel, the curtain wall system design was modified and additional metal flashing and connections were required.
- The increase of $55,964.00 includes all labor, material, and equipment associated with all items that are listed above. The above-mentioned changes resulted in thirty (30) days being added to the to the Contract Time.
- The cost for this scope was fully covered by contingencies available from the prior approved project funds.

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

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

Original Contract Amount:	**$4,237,000.00**
Changes by previous change orders:	
Change Order No. 1:	**$58,485.00 (Executed 3.19.2025)**
Change Order No. 2:	**$36,140.00 (Executed 3.25.2025)**
Change Order No. 4:	**$24,967.00 (Executed 4.22.2025)**
Change Order No. 5:	**$14,009.00 (Executed 7.01.2025)**
Change Order No. 6:	**$6,956.00 (Executed 7.23.2025)**
TOTAL	**$4,377,557.00**

Contract amount increased by this change order (No. 3) $72,063.00 (Executed 3/24/25)

New Contract Sum: $4,449,620.00

- Change Order No. 3 increases the contract sum to incorporate the following items: 1- undercut and provide select fill at gravel parking, 2- relocate existing sprinkler main.
- Change Order No. 3 also adds 14 days to the construction schedule to account for addressing the scope of work described above.
- The cost of this scope of work is covered by existing project contingency.

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

Laboratory Ventilation and Fume Hood Improvements
Pursley Hall
Southeastern Louisiana University
Hammond, Louisiana
Project No. 19-671-22-01, F.19002433 and 01-107-24-05, F.01004584 (Supplement)

State ID: S03240
Site Code: 02-53-004
Date of Contract: October 18, 2024

Original Contract Amount:	**$3,200,000.00**
Changes by previous change orders:	
Change Order 1:	**$(500.000.00) (Executed 10.18.24)**
Change Order 2:	**$9,324.00 (Executed 02.12.25)**
Change Order 3:	**$18,000.00 (Executed 04.22.25)**
TOTAL	**$2,727,324.00**
Contract amount increased by this change order (No. 4):	**$63,417.00 (Executed 05.20.25)**
New Contract Sum:	**$2,790,741.00**

Change Order No. 4 in the amount of $63,417.00 included all material and labor costs associated with 35 new ADA base cabinets. As with the other change orders, the change order costs are covered by existing project contingency.

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

Mold Remediation and Interior Work
Julian White Hall, Louisiana State University
Baton Rouge, Louisiana
Project No. 19-671-22-01, F.19002524

State ID: S10553
Site Code: 2-17-014
Date of Contract: September 19, 2024

Original Contract Amount:	**$1,987,726.00**
Changes by previous change orders:	
Change Order 1:	**$177,005.00 (Executed 04.08.25)**
Change Order 2:	**$91,487.00 (Executed 02.18.25)**
Change Order 3:	**$98,046.00 (Executed 05.05.25)**
TOTAL	**$2,354,264.00**
Contract amount increased by this change order (No. 4):	**$88,137.00 (Executed 06.18.25)**
New Contract Sum:	**$2,442,401.00**

- Change Order No. 4 includes the additional cost of $88,137.00 associated with the additional labor, materials, and equipment rental on the project as a result of project delays associated with the exterior scope of work. This additional work was required as a result of water intrusion events that occurred during this time period (March 9, 2025) on the project, and the additional power source requirements that were needed as a result of power source changes and requirements.

- The above-mentioned change order resulted in unchanged Contract Time in which no additional Contract Time was requested.

- The increase of $88,137.00 includes all labor, material, and equipment costs associated with the Change Order listed above. The change order costs will be covered by existing project contingency that is already allocated for the project.

Back Up Information
Reporting of Change Orders over $50,000 and Under $250,000
Facility Planning and Control
September 2025

Emergency Repairs, Julian White Hall
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-671-22-01, F.19002613

State ID: S10553
Site Code: 2-17-014
Date of Contract: August 21, 2024

Original Contract Amount:	**$1,794,000.00**
Changes by previous change orders:	
Change Order 1:	**$1,576,144.00 (Executed 12/16/24)**
TOTAL	**$3,370,144.00**
Contract amount increased by this change order (No. 2):	**$ 78,804.81 (Executed 1/30/25)**
New Contract Sum:	**$3,448,948.81**

- Change order 2 is for the removal of the Balcony Ceilings due to water intrusion and rusting of ties holding the brick to the building , and for the removal and cutting of the stair curtain wall so as to allow access remove the brick veneer and sheathing, and reconciliation for a math error on payment application #2.
- This change order does not require additional contract time.
- The increase of $78,804.81 includes all materials and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Back Up Information
Reporting of Change Orders over $50,000 and Under $250,000
Facility Planning and Control
September 2025

Emergency Repairs, Julian White Hall
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-671-22-01, F.19002613

State ID: S10553
Site Code: 2-17-014
Date of Contract: August 21, 2024

Original Contract Amount:	**$1,794,000.00**
Changes by previous change orders:	
Change Order 1:	**$1,576,144.00 (Executed 12/16/24)**
Change Order 2:	**$ 78,804.81 (Executed 1/30/25)**
TOTAL	**$3,448,948.81**
Contract amount increased by this change order (No. 3):	**$ 93,308.00 (Executed 3/18/25)**
New Contract Sum:	**$3,542,256.81**

- Change Order No. 3 is for building back the soffit at the south wing of the building upon completion of mold radiation
- Change Order No. 3 is for reconciliation on payment application #2.
- Change Order No. 3 is for building back the soffit at the east and west wing of the building upon completion of mold radiation
- Change Order No. 3 if for wet glazing (sealing / caulking) the windows on the entire building.
- The increase of $93,308.00 includes all materials and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Back Up Information
Reporting of Change Orders over $50,000 and Under $250,000
Facility Planning and Control
September 2025

Emergency Repairs, Julian White Hall
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-671-22-01, F.19002613

State ID: S10553
Site Code: 2-17-014
Date of Contract: August 21, 2024

Original Contract Amount:	**$1,794,000.00**
Changes by previous change orders:	
Change Order 1:	**$1,576,144.00 (Executed 12/16/24)**
Change Order 2:	**$ 78,804.81 (Executed 1/30/25)**
Change Order 3:	**$ $ 93,308.00 (Executed 3/18/25)**
TOTAL	**$3,542,256.81**
Contract amount increased by this change order (No. 4):	**$ 68,175.00 (Executed 4/24/25)**
New Contract Sum:	**$3,610,431.81**

- Change Order No. 4 is for covering the balconies with reinforced poly-wrap so as to keep water infiltrating into the building.
- The change order does not require additional contract time
- The increase of $68,175.00 includes all materials 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
September 2025

Emergency Repairs, Julian White Hall
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-671-22-01, F.19002613

State ID: S10553
Site Code: 2-17-014
Date of Contract: August 21, 2024

Original Contract Amount:	**$1,794,000.00**
Changes by previous change orders:	
Change Order 1:	**$1,576,144.00 (Executed 12/16/24)**
Change Order 2:	**$ 78,804.81 (Executed 1/30/25)**
Change Order 3:	**$ $ 93,308.00 (Executed 3/18/25)**
Change Order 4:	**$ $ 68,175.00 (Executed 4/24/25)**
TOTAL	**$ 3,610,431.81**
Contract amount increased by this change order (No. 5):	**$ 61,698.00 (Executed 6/13/25)**
New Contract Sum:	**$3,672,129.81**

- Change Order No. 5 is for replacing the site lighting removed and damaged as a result of the removal of the brick veneer
- Change Order No. 5 is for the Reconciliation of the Final Payment Application.
- Change Order No. 5 is for the sealing around the exposed beams penetrations to prevent water intrusion.
- The increase of $61,698.00 includes all materials and labor costs associated with all items. The change order costs will be covered by existing project contingency.

Backup Information Example
Reporting of Change Orders over $50,000 < $250,000
Facility Planning and Control
September 2025

Non-State Capital Outlay Project
Assumption Parish Police Jury
Plattenville Drainage Improvements
Project Number 50-J04-21-02, F.50000974

State ID No.: N/A
Site Code: N/A
Date of Contract: September 17, 2024

Original Contract Amount:	**$2,160,900.00**
Contract Amount Increased by Change Order No. 1:	**$148,240.00 (Executed 6/18/25)**
New Contract Sum:	**$2,309,140.00**

- Change Order 1: balancing of quantities (estimated vs actual used in field). State Participation in Change Order 1: $48,000.00 (32.38%)

Backup Information
Reporting of Change Orders over $50,000 < $250,000
Facility Planning and Control
September 2025

Non-State Capital Outlay Project
Assumption Parish Police Jury
Plattenville Drainage Improvements
Project Number 50-J04-21-02, F.50000974

State ID No.: N/A
Site Code: N/A
Date of Contract: September 17, 2024

Original Contract Amount:	**$2,160,900.00**
Contract Amount Increased by Change Order No. 1:	**$148,240.00 (Executed 6/18/25)**
Contract Amount Increased by Change Order No. 2:	**$64,000.00 (Executed 6/25/25)**
New Contract Sum:	**$2,373,140.00**

- Change Order 2: remove and replace an existing failing water line that is impeding the flow in the canal. State Participation in Change Order 2: $48,000.00 (75%)

Backup Information
Reporting of Change Orders over $50,000 < $250,000
Facility Planning and Control
September 2025

Non-State Capital Outlay Project
City of Lake Charles
Relocation of Lake Charles Public Works Campus, Planning and Construction (Calcasieu)
Project Number 50-MF9-22-03, F.50001007

State ID No.: N/A
Site Code: N/A
Date of Contract: January 28, 2025

Original Contract Amount:	**$7,630,000.00**
Contract Amount Increased by Change Order No. 1:	**$74,761.00 (Executed 6/27/25)**
New Contract Sum:	**$7,704,761.00**

- **Change Order No. 1** Remove unsuitable soils and debris at building slab and north parking areas.
  - Item 1: Unsuitable soils and debris found under general area of north parking area. Removal costs $55,080.
  - Item 2: Unsuitable soils and debris found during excavation of west driveway area. Removal costs $19,681.00

Detailed Backup Information
Reporting of Change Orders over $50,000 < $250,000
Facility Planning and Control
September 2025

Non-State Capital Outlay Project
City of Lake Charles
Relocation of Lake Charles Public Works Campus, Planning and Construction (Calcasieu)
Project Number 50-MF9-22-03, F.50001007

State ID No.: N/A
Site Code: N/A
Date of Contract: January 28, 2025

Original Contract Amount:	**$7,630,000.00**
Contract Amount Increased by Change Order No. 1:	**$74,761.00 (Executed 6/27/25)**
Contract Amount Increased by Change Order No. 2:	**$86,610.00 (Draft)**
New Contract Sum:	**$7,791,371.00**

Change Order #2: Relocation of a shallow force main that could potentially break in the bottom of an existing ditch. The area is to be filled in with new culverts and soil for new driveways, and the shallow force main would be impacted. The State's participation in Change Order No. 2 is 75% in the amount of $64,957.50.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

July 24, 2025

TO: Theresa Delafosse
Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment #2 to contract – Atlas Technical Consultants, LLC
LaGov PO: 2000693040

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.

Docusign Envelope ID: FECD18E7-68CA-40EF-9911-EFBE6D24F367

LaGov No. 2000693040
Amendment No. 2

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

AND

Atlas Technical Consultants, LLC
8440 Jefferson Hwy., Suite 400
Baton Rouge, LA 70809
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from October 10, 2025 to October 10, 2027 and to that end Article 2 entitled CONTRACT TERM is amended as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **October 11, 2022** through **October 10, 2025.** With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Change To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **October 11, 2022** through **October 10, 2027** as the Department exercised an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term, with approval of the Joint Legislative Committee on the Budget (JLCB). The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,850,000.00, an increase of $700,000.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended as follows:

Docusign Envelope ID: FECD18E7-68CA-40EF-9911-EFBE6D24F367

Change From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,150,000.00.** Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, and C. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Change To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,850,000.00.** Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, and C. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

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

Change To:

6. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

Docusign Envelope ID: FECD18E7-68CA-40EF-9911-EFBE6D24F367

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

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

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

Further, by mutual consent of both parties to this Contract, Article 41 entitled PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMUNITIONS INDUSTRIES is added in its entirety as follows:

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

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

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

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

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

Docusign Envelope ID: FECD18E7-68CA-40EF-9911-EFBE6D24F367

LaGov No. 2000693040
Amendment No. 2

This amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this _____ day of _____, 2025, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse
29A252608408416...
7/25/2025

Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

Signed by:
Darren S Moore
1749CE6618184C0...
7/25/2025

Darren Moore
Vice President

JOHN BEL EDWARDS
GOVERNOR

ROGER W. GINGLES
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

August 23, 2023

VIA EMAIL ONLY
Mr. Lee Day
Atlas Technical Consultants, LLC
8440 Jefferson Hwy., Suite 400
Baton Rouge, LA 70809

RE: LaGov No. 2000693040, Amendment No. 1
"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"

Dear Mr. Day:

Enclosed for your records is a fully executed copy of the amendment, pertaining to the above referenced project, which has been approved by the Division of Administration, Office of State Procurement.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at robyn.geddes@la.gov or (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

Enclosure

cc: Leslie LeBaron, DEQ/OEA/Remediation (via email only)
Helen Hebert, DEQ/OMF/Financial Services Division (via email only)

Document Group ID: 79b051fdb4444f218cb1a228045a638a11517461

LaGov No. 2000693040
Amendment No. 1

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

AND

Atlas Technical Consultants, LLC
8440 Jefferson Hwy., Suite 400
Baton Rouge, LA 70809
(Hereinafter referred to as "Contractor")

The Parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,150,000.00, an increase of $400,000.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

> The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,150,000.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, and C. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

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

This amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this 10th day of August, 2023, at Baton Rouge, Louisiana.

WITNESS:

_____

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Karyn Andrews 08/10/2023

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

_____

CONTRACTOR:

Darren Scott Moore 08/10/2023

Darren Moore
Atlas Technical Consultants, LLC

JOHN BEL EDWARDS
GOVERNOR

CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana

DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

November 14, 2022

Mr. Lee Day
Atlas Technical Consultants, LLC
8440 Jefferson Hwy., Suite 400
Baton Rouge, LA 70809

RE: LaGov No. 2000693040
"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"

Dear Mr. Day:

Enclosed for your records is a fully executed copy of the contract pertaining to the above referenced project which has been approved by the Division of Administration, Office of State Procurement. The Department is waiving the requirement to hold a commencement conference/conference call. This is your notice to proceed with performing the services under this contract

The Department's Project Manager assigned to this contract is Leslie LeBaron.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

Enclosure

c: Leslie LeBaron, DEQ/OEA/Remediation (via email only)
Helen Hebert, DEQ/OMF/Financial Services Division (via email only)

CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 14th day of October, 2022, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Atlas Technical Consultants, LLC, 8440 Jefferson Hwy., Suite 400, Baton Rouge, LA 70809, Federal Tax ID No. 82-2810953, State LDR Account No. 2149630-001 hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"** with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from **October 11, 2022** through **October 10, 2025**. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work, attached hereto and made a part hereof.

4. NOTICE TO PROCEED

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1. The Contractor shall

proceed with the work only after receipt of an executed contract and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$750,000.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, and C. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract. No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B, and C. Payment shall be made upon completion and approval of each work order as determined by the Project Manager. Progress payments may be made at the discretion of the Department's Project Manager.

The rates for each line in Attachment 2, Schedule of Prices A, B, and C shall include all associated direct costs and all indirect costs, etc. as directed in each Schedule of Prices.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.
https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard),, Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 8.0 Measurement and Payment in the steps listed below.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Assessment/Remediation Division.

b. Invoicing Procedure:

(1) The Contractor should submit an invoice upon completion of each work order or for progress payment at the discretion of the Department's Project Manager. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must be site specific and must include:

(a) the LaGov number;

(b) the name and address of the Contractor;

(c) the Work Order number and title;

(d) the amount requested per Work Order;

(e) the total amount requested;

(f) the balance remaining in the work order;

(g) itemization of all personnel charges (Schedule of Prices A) including: dates, labor categories, brief descriptions of work performed, and hourly rates;

(h) itemization of all charges from Schedules of Prices B and C;

(i) supporting documentation for travel expenses (mileage reports, receipts and State Travel PPM 49 required information); and

(j) receipts for all actual cost items.

(3) The Contractor shall attach a copy of the Attachment 3, Form A Hudson Veteran Initiative Invoice Tracker to all requests for payments.

6. FISCAL FUNDING

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

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work, as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) business days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department’s Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contactor and subcontractor shall maintain such books, documents, papers and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

12. DATA/RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract, for inspection or audit, and copies thereof shall be furnished if requested.

Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-88, Rev. 1.

13. TERMINATION FOR CAUSE

Should the Department determine that the Contractor has failed to comply with the Contract's terms, the Department may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the Department determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the Department determines that the failure may be corrected, the Department shall give a deadline for the Contractor to make the correction. If the Department determines that the failure is not corrected by the deadline, then the Department may give additional time for the contractor to make the corrections.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. If the contract is terminated by the Department, as

provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. REMEDIES FOR DEFAULT

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

16. NON-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 ; the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

17. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

18. FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

19. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number and State LDR account number, as noted above.

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the Department for this determination. The Department's obligations are conditions on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of suck notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven (7) days of such notification, then the Department may proceed with alternate arrangements without notice to the Contractor and without penalty.

20. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

21. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

24. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the Contractor officially certifies that there is no conflict or violation of the Louisiana Code of Ethics, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.). The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25. LIABILITY AND INDEMNIFICATION

a. **Contractor Liability**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

b. **Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

c. **Limitations of Liability**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

e. **Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence:

(i) obtain for the State the right to continue using such product, material, service, or component thereof;

(ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance;

(iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or,

(iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance.

Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized:

i) modification or alteration of the product, material or service;

ii) use of the product, material or service in combination with other products not furnished by Contractor; or,

iii) use of the product, material or service in other than the specified operating conditions and environment.

26. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

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

(4) **Pollution Liability**

Pollution Liability Insurance, including gradual releases as well as sudden and accidental, shall have a minimum limit of not less than $1,000,000.00 per claim. A claims-made form will be acceptable. A policy period

inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than thirty (30) calendar days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

(a) All policies should be endorsed to require thirty (30) calendar days written notice of cancellation to the Department. Ten (10) calendar

day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.

(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

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

d. **Acceptability of Insurers**

(1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

(2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) calendar days.

e. **Verification of Coverage**

(1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

(2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality

Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. 2000693040

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

(4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

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

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

(1) Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers,

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

(2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

27. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

28. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to http://smallbiz.louisianaeconomicdevelopment.com and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

29. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

30. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915[1]. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the standard currently promulgated by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard). All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

[1] See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

31. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII.Chapters 11 and 13 and LAC 19:IX.Chapter 11 and 13, this contract may be terminated if the Department becomes aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to three (3) years.

32. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

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

33. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

34. 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.

35. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

36. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

37. 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, costs and the like is asserted by or against the Department, then, upon notice to the Contractor, the Department 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.

38. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

39. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by

reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

40. AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

CONTRACTOR:

Atlas Technical Consultants, LLC

ATTACHMENT 1
STATEMENT OF WORK
"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department", is committed to protecting public health and the environment in Louisiana by investigating hazardous and non-hazardous waste sites, as well as, inactive and abandoned sites in terms of their risk to human health and the environment. To accomplish this mission, the Department requires the services of an experienced, qualified Contractor to continue interim corrective action. This project will be under the direction of the Remediation Division (RD). The Department assigned Agency Interest (AI) number for Marco of Iota is **4414** and the Agency Interest (AI) number for the Stevens Site is **93464**.

1.1 Goal and Objective

The Department's goal is to continue interim corrective action(s) of the Marco of Iota and Stevens Sites which were contaminated by improper disposal of hazardous wastes. The objective is to provide for planning and performing of the interim corrective action(s) and submission of an Interim Corrective Action Report(s), as required.

1.2 Background Information

The Marco of Iota Site is located at 2991 Gravot Rd. in Iota, LA. The property is located in Section 28, Township 8 South, and Range 1 West, in Acadia Parish, LA. This site is approximately five (5) acres (tracts 1, 2 and 3). The Marco of Iota site was formerly operated as a hazardous waste fuels blending, waste oil recycling and waste packaging facility. The U. S. Environmental Protection Agency (EPA) removed a significant amount of drums, above ground storage tanks (ASTs) and semi-trailers. A comparison of EPA data to Risk Evaluation/Corrective Action Program (RECAP) Screening Option levels indicates RECAP standards have been exceeded. The EPA sampling event of 1990 took samples from as deep as forty (40) feet. Total Petroleum Hydrocarbon (TPH) contamination was found continuously to the deepest depth of sampling.

In 2010, the Department contracted a ground penetrating radar (GPR) survey of the Marco of Iota site. A final revised report was submitted on February 16, 2011. This report indicated a southern subsurface anomaly which requires further investigation. This area is approximately 245 feet, east to west and 125 feet north to south. Data signatures in this area are consistent with GPR buried drum/debris readings. Anomalies are found approximately three to seven feet below ground surface (BGS). Initial excavations of the southern subsurface anomaly at the Marco of Iota Site occurred in late 2021. GPR occurred in January 2022. The results from the GPR will be used to determine if more excavation is needed.

The Stevens Site is located south and west of the intersection of Peachtree Road and Melrose Road in Abbeville, LA. The property is described as the northeast corner of Section 36, Township 12 South, and Range 2 East, in the Ninth Ward of Vermillion Parish. This site was formerly operated as a farm and a waste disposal site. Available evidence indicates that wastes were disposed of by burial in containers (drums).

Electromagnetic (EM) surveys have been performed at this site on July 14 - 24, 2003. These surveys were designed specifically to detect potential buried drums or debris to a depth of up to fifteen (15) feet and revealed twelve (12) instances of metallic anomalies. EM survey results were confirmed for ten of the twelve anomalies by a ground penetrating RADAR survey (GPR) conducted October 25, 2010.

Under a previous contract, excavation and offsite disposal of buried wastes were completed in 2019. Further EM and GPR surveys occurred in 2021 and 2022. Interim Corrective Action may or may not be required under this contract, however the Contractor must be able to complete the possible remediation activities.

2.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, facilities, materials, supplies, computers, equipment and transportation) necessary to perform the tasks described in this Statement of Work (SOW).

The Contractor shall proceed with work only after an approved work order has been issued in accordance with SOW, Section 5.2, Operation of the Contract.

2.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the contract and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge, 602 North 5th Street or via conference call. The Department reserves the right to waive the requirement for a commencement conference. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. No work may be performed by the Contractor until the Commencement Conference has been completed or waived. **Attendance by the Contractor's Project Manager shall be mandatory.**

2.2 Interim Corrective Action

The Contractor shall conduct the Interim Corrective Action in accordance with the methods described in the Department's Risk Assessment/Corrective Action Program (RECAP) which can be found at: http://deq.louisiana.gov/page/recap.

2.2.1 Site Access, Review of Background Information, and Site Assessment and Reconnaissance.

(1) **Site Access**

The Department currently has Access Agreements for the Marco of Iota Site and for Tract Numbers 3, 5, 10, 11, 12, 15, 16, 17, 18, 23 and the Blackstone Minerals Property to the north of the Stevens Site. However, if it is determined that one of these properties at the Stevens Site has changed ownership, a new access agreement may be required.

As directed to by the Department, the Contractor shall be required to:

(a) obtain current Title information for whichever Tracts of the Stevens Site may have changed ownership, or alternately for Tract Numbers 3, 5, 10, 11, 12, 15, 16, 17, 18, 23 and the Black Stone Minerals Property to the north of the Stevens site;
(b) send Access Agreement letters and obtain signature on the Department's Access Agreement Exhibit B, Right-of-Way, Access, and Use Agreement, as directed by the Department, for whichever Tracts may have changed ownership at the Stevens Site. In the event that the new property owners have not signed the Access Agreement their property will be excluded from this work;
(c) submit an original and two (2) copies of the Department's Access Agreement for review and approval by the Department's Project Manager prior to performing any on-site work; and
(d) inform the Department in writing in the event that the owner/operator cannot be located; the Department will provide assistance to the Contractor after notification has been made.

(2) **Review of Background Information**

The Contractor may be required to:
(a) review the Department's files related to historical activities at the site(s); and
(b) collect site-specific information, as necessary.

(3) **Site Assessment and Reconnaissance**

The Contractor may be required to:
(a) inspect the sites (the Department's Project Manager must be notified in writing within seven (7) calendar days prior to the inspection); and
(b) interview individuals familiar with the sites if necessary.

Department personnel must accompany the Contractor if the site visit occurs prior to owner signature of the Access Agreement.

2.2.2 Site Work Plan(s), Sampling and Analysis Plan(s) (SAP), Health and Safety Plan(s) (HSP) and Quality Assurance/Quality Control (QA/QC) Plan(s)

The Contractor may be required to prepare the following plans which shall include but shall not be limited to:

(1) Interim Corrective Action Work Plan(s) which shall include, but shall not be limited to:
   (a) a detailed description of all methods, materials and equipment required to perform the tasks assigned in the site specific work order;
   (b) a Sampling and Analysis Plan(s) (SAP) which shall include, but not be limited to:
      i. title page;
      ii. site(s) history;
      iii. field activities and sampling procedures;
      iv. sample rationale and locations;
      v. parameters to be analyzed;
      vi. field documentation;
      vii. decontamination of equipment; and
      viii. disposal of investigation derived wastes (IDW).

(2) Health and Safety Plan(s) (Section 5.5); and

(3) Quality Assurance/Quality Control Plan(s) shall be developed to address the requirements in RECAP and/or other applicable standards.

The Site Work Plan(s), SAP and QA/QC Plan(s) shall be subject to the Department's review and approval. The Contractor shall amend the Site Work Plan(s) based on the Department's comments and resubmit for approval. No fieldwork shall begin on this project until the work plans are approved by the Department.

The plans shall be site specific and shall be submitted separately.

2.2.3 Equipment and/or Supplies

The Contractor shall be required to provide equipment and/or supplies as needed to perform services. All equipment and/or supplies must be in good working order whether Contractor-owned or leased. All support equipment and/or supplies necessary to operate and maintain the equipment will be provided by the contractor. All equipment and/or supplies must comply with OSHA requirements. All instrumentation must be in sound working condition and calibrated prior to use.

2.2.4 Site Preparation

Following approval of the Site Work Plan(s), the Contractor may be required to prepare the sites for interim corrective action activities. This task shall include but shall not be limited to:

(1) mowing of grass;
(2) clearing and grubbing of shrubs, brush, small trees and other obstructing vegetation;
(3) removal of surface debris in the work area;
(4) cutting/removing of large trees; and
(5) removing and replacing fencing as needed.

The Contractor shall be responsible for off-site or on-site transportation and disposal of all vegetation and debris and shall consult with the Department regarding the disposal method.

2.2.5 Mobilization

Following acceptance of the Site Work Plan(s) and issuance of the work order, the Contractor shall mobilize to the site(s) upon approval by the Department. Multiple mobilizations may be necessary as directed by the Department.

The sites currently have no utilities which might be required by the Contractor for site activities including water, electricity, telephone, fax, and sanitary services. The Contractor shall be responsible for providing these services as necessary.

The Department's Project Manager must be notified no less than seven (7) calendar days prior to the commencement of any site work. Site work shall be limited to weekdays only, 8:00 am to 5:00 pm., unless otherwise directed by the Department. No work shall occur on a State holiday.

2.2.6 Removal of Waste/Soil Material

The Contractor may be required to excavate to expose subsurface anomalies while segregating non-impacted overburden, and containerize contaminated soil and debris for later characterization and disposal. Overburden shall be evaluated to determine whether it can be reused as backfill material. Overburden is defined as non-impacted soil as determined by visual inspection, odor, or presence of debris or wastes.

Initial excavation activities at the Marco of Iota Site are expected to be trenches through the one large GPR anomaly present on the southern end of the site. It is expected that these initial trenches will be completed in 2021. Further excavation may be required depending on the results of these initial trenches.

If additional excavations are required at the Stevens site, they are expected to involve a number of discrete anomalies in burial locations. The Contractor may be required to excavate and stage overburden associated with each anomaly identified in previous GPR surveys; staged overburden may be used to construct berms to minimize storm water collection in the excavation.

The impacted waste/soil material may be deposited in roll-off boxes, trucks or other containers as approved by the Department's Project Manager.

2.2.7 Confirmatory Sampling

The Contractor shall conduct confirmatory sampling activities necessary to collect, preserve, label, package and deliver samples to be analyzed by a Department accredited laboratory and prepare all documents relevant to sample submission. The Contractor shall provide all sample containers, supplies, chemical preservatives and equipment necessary to conduct sampling as required.

Confirmatory sampling must include four (4) sidewalls and two (2) bottom samples from each excavated area that is 40 feet by 40 feet or less in size. Trenches shall require two (2) sidewall and one (1) bottom sample taken every 40 feet plus one (1) sample at each end. For larger, uneven excavations one sample shall be taken for each 40 feet of sidewall and for each 1600 square feet of bottom area. Quality Assurance/Quality Control Samples (QA/QC) shall also be taken in accordance with RECAP.

The required analytical parameters are as follows:
(1) Volatiles per specifications (Method 8260);
(2) Semi-volatiles per specifications (Method 8270);
(3) RECAP Metals;
(4) Volatile Petroleum Hydrocarbon (VPH) Fractions (RECAP Appendix D) (Method MDEP);
(5) Extractable Petroleum Hydrocarbon (EPH) Fractions (RECAP Appendix D) (Method MDEP); and
(6) Polychlorinated Biphenyls (PCBs) (Method 8082).

QA/QC for Sample Set:
(1) Methanol trip blank (for VPH fractions)
(2) Duplicate sample
(3) Trip blank for volatiles
(4) Field blank for volatiles
(5) Matrix spike/matrix spike duplicate (1 sample chosen)
(6) Equipment rinsate if not using dedicated pre-cleaned sampling equipment.

2.2.8 Analytical Testing

The Contractor shall be responsible for analyses of the samples collected in Section 2.2.7. The Contractor or subcontractor shall be capable of providing the required analyses and

methods listed in Attachment 2, Schedule of Prices B.

The Contractor shall use a laboratory accredited by the Department's Environmental Laboratory Accreditation Program to perform the tests, analyses and methods in Schedule of Prices B. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2009 NELAC Standards. Information regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:
http://deq.louisiana.gov/page/la-lab-accreditation.

The Contractor shall promptly notify the Department if laboratory-related problems cause a schedule delay. Additionally, the Contractor will notify the Department Project Manager in writing so that he or she can take corrective action as necessary. The Department will not pay for analytical costs associated with laboratory errors.

All laboratory analyses must be accompanied by a summary report. The requirements for the summary report can be found in the Department's Risk Assessment/Corrective Action Program (RECAP) and Exhibit A, Submittal Requirements for Analytical Data.

2.2.9 Waste Characterization and Profiling

All characterization and profiling of waste/soil material shall be the responsibility of the Contractor. **The Contractor shall act as the Department's agent for generation of the waste and signature of the manifest.**

2.2.10 Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW)

The Contractor shall decontaminate his equipment following the decontamination procedures listed in the Contractor's SAP.

The Contractor shall containerize, characterize into a suitable waste stream, and arrange for transport and disposal of all hazardous and/or non-hazardous waste/soil material and investigation derived waste (IDW) generated from the site work (including waste water/liquids removed from excavations as needed) in accordance with applicable laws, regulations, ordinances and codes.

Water may be managed under the Department's General and/or Individual Discharge Permit System or managed off-site at a permitted facility. If the General/Individual Permit option is selected, the Contractor shall be responsible for analysis and compliance.

The Contractor shall arrange for transportation of all waste/soil material, waste water/liquids and investigation derived waste intended for off-site disposal to a permitted disposal facility and shall provide all manifest forms and bills of laden to the Department Project Manager. The disposal facility shall be approved by the Department Project Manager.

2.2.11 Backfill of Excavated Areas

The Contractor may be required to:
(1) secure and transport clean fill soil to complement recycled overburden at the site(s);
(2) backfill the excavated areas with non-impacted overburden and/or other suitable clean fill material which will support vegetation;
(3) compact and grade the soil to eliminate the potential for standing water; and
(4) seed backfill areas with appropriate vegetative cover, as required.

2.2.12 Demobilization

Demobilization may be required multiple times during the project as determined necessary and approved by the Department's Project Manager.

The Contractor may be required to:
(1) remove all unnecessary equipment, supplies, materials, and contractor generated trash from the work area(s) following completion of specific phases/activities at the sites;
(2) dispose of all trash and debris generated from the site work in accordance with applicable laws, regulations, ordinances and codes;
(3) remove all hazardous and/or non-hazardous waste no later than thirty (30) days following completion of specific phases/activities at the sites;
(4) replace fencing or reuse existing fencing material as needed;
(5) secure the site(s) and address any safety issues; and
(6) demobilize from the site(s).

2.2.13 Interim Corrective Action Report(s)

Following completion of discrete phases of site work and demobilization, as specified in work orders, the Contractor may be required to submit for the Department's review and approval an Interim Corrective Action Report for each site. The reports shall be site specific and shall be submitted separately.

The Interim Corrective Action Report(s) shall include at a minimum:
(1) a detailed description of the site work and procedures used during field activities, any problems encountered and how they were addressed;
(2) a scaled site map identifying areas/media where action has been taken*;
(3) Global Positioning System (GPS) data** which defines the boundaries of each area of excavation;
(4) copies of manifests from disposal facilities;
(5) copies of field documentation and analytical data as appendices;
(6) photographic documentation of field activities; and
(7) comparison of confirmatory sampling results to all applicable RECAP Screening Standards;

(8) volume of waste water discharged under permit; and
(9) volumes of waste material disposed of from the site.
*Note: All maps must have a bar scale, legend, north arrow, contour intervals (if contoured), date data was obtained, and map date. All maps, figures, diagrams and cross sections submitted must be legible and unless otherwise approved by the Department, not larger than 11 inches by 17 inches and must be folded to a standard report format (8.5 inches by 11 inches).

**Note: All GPS data must have accuracy equal to, or better than, three meters (3m) 2DRMS (Distance Root Mean Squared).

The Contractor shall provide a written report(s): one (1) original and two (2) copies, and one (1) copy in PDF format for review and approval by the Department's Team Leader. Any and all discrepancies or omissions shall be corrected to the satisfaction of the Department's Team Leader before the report(s) is accepted as complete.

2.3 Additional Environmental Services

Site specific conditions could necessitate the need for other environmental related services not specifically addressed in this Statement of Work.

If during the course of the work, the Contractor discovers that additional environmental services are needed, the Contractor shall notify the Department immediately in writing before incurring costs. This notification shall include an explanation of anticipated additional environmental services needed and a revised Work Order cost estimate. The Department shall determine the acceptability of additional environmental services and costs and provide written notification to the Contractor before any additional environmental services are performed by the Contractor.

If the Department discovers that additional environmental services are needed, the Department will issue a Work Order for such services.

3.0 PROJECT SCHEDULE

The project schedule shall be determined on an individual work order basis.

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in planning and performing site remediation. Education and experience requirements should include, but shall not be limited to:

(1) The Project Manager should have a Bachelor's degree and a minimum of five (5) years of project management experience in site remediation;

(2) The Site Supervisor should have a minimum of two (2) years supervisory experience in site operation; and
(3) Scientists should have at least a Bachelor's degree in any of the science fields and a minimum of three (3) years of experience which shall include work related to site remediation, sampling procedures, and/or analytical methodologies.

The Contractor shall name a back-up Project Manager and Site Supervisor to manage and supervise site(s) work at such times as the primary Project Manager and/or Site Supervisor are unavailable due to situations accepted by the Department Project Manager. The back-up Project Manager and/or Site Supervisor shall be familiar with the site(s) and all its operations, and shall be briefed by the primary Project Manager and/or Site Supervisor before assuming responsibilities.

4.1 Labor Category Descriptions

Labor Category Title	Typical Responsibilities
Project Manager	management of the project, preparation of work order responses, report preparation, site work as approved, contract administration and other tasks as assigned
Site Supervisor	act as the Contractor's on-site representative
Quality Assurance Manager	review of data to ensure that it is of sufficient quality to meet its intended use
Scientist (Chemist, Biologist, Environmental Scientist, etc.)	review and evaluation of analytical data and quality assurance documents and processes, conduct site work as required
Technician	provide on-site technical support
Laborer	provides non-technical project support as directed by Project Manager/Site Supervisor
Equipment Operator	operates heavy equipment
CAD Operator/Drafter	prepare technical drawings and plans
Professional Land Surveyor	locate, describe, set, monument, and map the boundaries and corners of a parcel of land; may also include mapping of the topography of the parcel and location of sampling locations and wells, or other improvements
Administrative/Clerical Support	invoice preparation, other paraprofessional and office duties

5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned work orders. The duties and responsibilities for project

management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.
Project management shall include, but shall not be limited to, the following activities:

(1) Supervision of the Contractor's personnel and subcontractor personnel; scheduling and holding training sessions;

The Contractor shall be the sole point of contact regarding subcontracted services. The Contractor shall submit all deliverables to the Department under this contract. The Department will not accept deliverables directly from subcontractors.

The Contractor shall guarantee the quality and timeliness of work performed by subcontractors. The Contractor shall be responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. The Contractor's responsibility shall be to ensure that all subcontractors have the expertise necessary to perform project tasks and insurance coverage as specified in the contract.

(2) Scheduling and participation in meetings and conference calls; maintaining communications and coordination with Department personnel, including reporting problems encountered in performing this work, schedule delays, additional costs and/or corrective action relating to sampling activities;

(3) Contract administration (including invoicing, changes to the contract and/or work orders, resolving disputes between the Contractor and the Department, and compliance by the Contractor with all contract clauses and conditions);

(4) Record keeping; and

(5) Preparation and submission of submittals and deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written informal communication.

5.1 General Site Management

The Contractor shall be responsible for the protection and safety of all workers, materials, equipment, and other property on the sites against vandals and other unauthorized persons during on-site activities. No claims shall be made against the Department by reason of any act of an employee or trespasser. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor shall be remedied by the Contractor at his expense.

5.2 Operation of the Contract

In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

(1) The Department's Project Manager will issue a written Work Order will issue a written Work Order signed by the Department's Project Manager (or their designated representative) describing the required tasks, deliverables, and due dates. Multiple Work Orders may be in progress at the same time; however, the Contractor must, both in reporting and billing, segregate activities and charges on a Work Order basis.

(2) The Contractor shall review the Work Order and submit a written response to the Department within the number of days specified in the Work Order including:
   (a) the labor category of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal or approved by the Department in writing shall be eligible);
   (b) an estimate of the level of effort (the number of units), the tasks to be performed and total estimated cost for completion of the Work Order; and
   (c) the Contractor shall ensure that there are no conflicts with any companies [including Potentially Responsible Parties (PRPs) and their environmental consultants]; if necessary, the Contractor shall provide a statement describing the Contractor's relationship with any company(s) or PRP(s).

(3) The Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies. Acceptance or rejection of the Contractor's response will be provided in writing.

(4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to the Department within the established time limits. If during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify the Department before incurring additional costs. The Contractor shall provide a revised cost estimate including an explanation of additional units is writing as soon as possible. The Department shall determine the acceptability of additional costs and provide written approval.

(5) The Department will review completed Work Order deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.

5.3 Status Reporting

The Contractor shall prepare and submit to the Department's Project Manager a Monthly Status Report(s). The Monthly Status Report(s) shall be provided via electronic mail within one week of the end of the preceding month. The Monthly Status Report(s) shall be site specific and shall be submitted separately. The format of this report may be determined by the Contractor, however, the

Department shall reserve the right to require format revisions.

This report shall include the following:

(1) Contractor's name, address, and the name of the Project Manager;

(2) Department LaGov number and project title;

(3) dates of the reporting period;

(4) number and title of the Work Order(s); and

(5) a description of all work completed during the preceding month, the status of the work in progress, any problems encountered, the effect of the problems/changes on the due date of deliverables, any environmental problems identified in the field needing further investigation and/or corrective action by the Department and requests of changes in personnel.

5.4 Deliverables

The Contractor shall provide one (1) original, two copies, and one (1) copy in PDF format of the following deliverables (as directed by the Department) based on individual work orders. Analytical deliverables shall be submitted in accordance with Exhibit A, Submittal Requirements for Analytical Data. The deliverables shall be site specific and shall be submitted separately. The Department will review the deliverables, provide comments as necessary and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance.

(1) Interim Corrective Action Work Plan(s);

(2) Sampling and Analysis Plan(s);

(3) Quality Assurance/Quality Control Plan(s);

(4) Interim Corrective Action Report(s);

(5) LDEQ's Electronic Data Deliverable (EDD), if requested; and

(6) Additional deliverables as required by work order specifications.

5.5 Site Health and Safety Requirements

The Contractor shall be responsible for the health and safety of his employees during the performance of all activities required by this contract. The Contractor shall maintain and comply with a Health and Safety Plan(s) (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3, all Occupational Health and Safety Administration requirements, Hazardous Waste

Operations and Emergency Response (HAZWOPER) training in accordance with 29 CFR 1910.120, and all applicable federal, state and local laws, regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed.

5.6 Project Specific Laws, Regulations and Licenses

The Contractor shall, on his own time and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract.

Project specific laws shall include but shall not be limited to:

(1) The Environmental Regulatory Code, Title 33, Part V, Hazardous Waste and Hazardous Materials; and

(2) Risk Evaluation/Corrective Action Program (Title 33, Part I, Subpart 1, Chapter 13).

License Requirements:

The Contractor shall possess a Louisiana State Contractors license with a Hazardous Material Classification or one of the following specialties, Hazardous Materials Site Remediation, Hazardous Materials Cleanup and Removal, or Hazardous Waste Treatment or Removal throughout the term of the contract.

The Contractor or subcontractor shall possess a Louisiana License for Professional Land Surveying at the time the work is performed.

6.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under this contract, the Department shall:

(1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);

(2) provide Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;

(3) issue Work Orders;

(4) review and accept or negotiate Contractor's responses to Work Orders (including cost estimates); and

(5) review required revisions as necessary, and accept deliverables.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department

shall not be responsible for the Contractor's performance of the work and shall reserve the right to reject deficient work.

7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department will monitor the progress and measure the successful performance of the Contractor during the contract by:

(1) monitoring the Contractor's work through site inspections, telephone communication, meetings and review of Status Reports;

(2) ensuring that deliverables are submitted in a timely manner; and

(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders in accordance with the rates specified in Attachment 2, Schedules of Prices A, B and C. Payment may be requested by the Contractor upon successful completion of each Work Order and acceptance of the Work Order deliverable by the Department. Progress payments may be made at the discretion of the Department's Project Manager as individual tasks are completed.

The Department shall not guarantee performance of the maximum number of units included by the Contractor in his Work Order estimate. The Department at its discretion reserves the right to approve or deny inadvertent cost overruns.

The Department shall reserve the right to terminate Work Orders or to amend an existing Work Order. The Department will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

Invoices shall be site specific and shall be submitted separately.

Travel Time, Expenses and Mileage

Travel time, expenses and mileage, as required for individual work orders shall be included on the Contractor's cost estimate. All travel time, expenses and mileage must be approved by the Department prior to incurring any costs.

Travel time (spent in transit), shall be reimbursed in accordance with Schedule of Prices A and the applicable labor category's hourly rate. The Department will reimburse for no more than eight (8) hours of travel to the site(s) or meeting location(s) and eight (8) hours of travel from the site(s) or meeting location(s) per person.

Travel expenses and mileage, as required for individual work orders, shall be reimbursed in accordance with the State General Travel Regulations PPM-49,

https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/ upon receipt of required supporting documentation.

Reimbursement for air travel will not be acceptable on a routine basis for this work unless supporting documentation shows that it is the most cost effective means of travel.

8.1 Commencement Conference

Payment for the Commencement Conference shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge or via conference call. Payment shall be made for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Attachment 2, Schedule of Prices A. The Department will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. **Attendance by the Contractor's Project Manager shall be mandatory**. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice.

8.2 Interim Corrective Action

Payment for Interim Corrective Action shall include all activities and resources necessary to conduct Interim Corrective Action in accordance with Statement of Work, Section 2.2. Payment shall be made in accordance with Schedules of Prices A, B and C.

8.2.1 Site Access, Review of Background Information, and Site Assessment and Reconnaissance

Payment for site access, review of background information, and site assessment and reconnaissance shall be made for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A.

8.2.2 Site Work Plan(s), Sampling and Analysis Plan(s) (SAP), Health and Safety Plan(s) (HSP) and Quality Assurance/Quality Control (QA/QC) Plan(s)

Payment for preparation of plans shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A.

8.2.3 Equipment and/or Expendable Supplies

Payment for equipment and/or expendable supplies used shall be made, with supporting documentation, in accordance with Schedule of Prices C.

If the equipment is owned by the Contractor, the Department will pay up to the rates of the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities. http://deq.louisiana.gov/page/motor-fuel-trust-fund.

8.2.4 Site Preparation

Payment for site(s) preparation shall be made for:
(1) personnel conducting site preparation activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C; and
(3) the on-site or off-site transportation and disposal of vegetation and debris, with supporting documentation, in accordance with Schedule of Prices C.

8.2.5 Mobilization

Payment for mobilization to each site shall be made for:
(1) personnel conducting mobilization activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

Multiple mobilizations may be necessary as directed by the Department.

8.2.6 Removal of Waste/Soil Material

Payment for removal of waste/soil material shall be made for:
(1) personnel conducting removal of waste/soil material activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

8.2.7 Confirmatory Sampling

Payment for confirmatory sampling shall be made for personnel conducting confirmatory sampling activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A. The unit rate shall include all materials described in Section 2.2.7.

8.2.8. Analytical Testing

Payment for analytical testing shall be made for the actual number of samples analyzed in accordance with Schedule of Prices B. The sample rate(s) shall be based on standard turnaround times for results and summary data packages, not to exceed fifteen (15) business days from receipt of samples by the analytical laboratory. All analyses must be performed within the specified holding times. Rush turnaround rates will be paid only if prior authorization has been provided by the Department.

The Department shall not guarantee that a specific number of samples will be analyzed; only the quantities authorized by the Department will be paid for in accordance with the site specific work order.

8.2.9 Waste Characterization and Profiling

Payment for waste characterization and profiling shall be made for the actual number of samples analyzed, in accordance with Schedule of Prices B, as applicable, or at actual costs with supporting documentation from the laboratory and/or disposal facility.

8.2.10 Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW)

Payment for transportation and disposal of waste/soil materials, waste water/liquids and investigation derived waste (IDW) shall be made for:

(1) personnel coordinating and overseeing transportation and disposal activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C; and
(3) the transportation and disposal of waste/soil materials, waste water/liquids and IDW, with supporting documentation from the transporter, disposal facility, and other disposal related costs in accordance with Schedule of Prices C.

Due to the complexity of disposal parameters on which the disposal price is based (such as the number and types of constituents, as well as concentration levels), the Department considers cost reimbursement for disposal to be the most advantageous method and to be in the best interest of the State.

Water shall be managed under a Department General/Individual Discharge Permit or sent off-site for treatment and disposal as required.

The disposal facility must be permitted and approved by the Department prior to the Contractor disposing of the waste.

8.2.11 Backfill of Excavated Areas

Payment for backfill and seeding activities shall be for:

(1) securing and transporting clean fill soil to complement recycled overburden at the site(s) in accordance with Schedule of Prices A and C;
(2) backfilling the excavated areas with non-impacted overburden and/or other suitable clean fill material which will support vegetation for:
    (a) personnel conducting and/or overseeing backfill activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A; and

(b) the equipment and/or expendable supplies used. with supporting documentation, in accordance with Schedule of Prices C;

(3) compacting and grading the soil to eliminate the potential for standing water for:
   (a) personnel conducting compacting and grading activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;
   (b) the equipment and/or expendable supplies, used with supporting documentation, in accordance with Schedule of Prices C; and

(4) seeding backfill areas with appropriate vegetative cover, as required, in accordance with Schedule of Prices A and C.

8.2.12 Demobilization

Payment for demobilization from each site shall be for:

(1) personnel conducting demobilization activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;

(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

Demobilization shall only occur after Department approval.

8.2.13 Interim Corrective Action Report(s)

Payment for the Interim Corrective Action Report(s) shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A.

8.3 Additional Environmental Services

Payment for additional environmental services shall be made for:

(1) personnel procuring or providing additional environmental services for the actual number of hours worked in accordance with the labor category hourly rate, travel time, expenses and mileage provided in Schedule of Prices A; and

(2) the additional environmental services, with supporting documentation, in accordance with Schedule of Prices C.

8.4 Preparation of Work Order Responses (Section 5.2, Operation of the Contract)

Payment for preparation of work order responses shall be made in accordance with the labor category's hourly rate provided in Schedule of Prices A.

The Contractor shall not incur travel time, expenses and mileage for preparation of work order response without prior written approval from the Department Project Manager.

Exhibit A
Submittal Requirements for Analytical Data

The Contractor must be capable of producing two types of data deliverables to meet the requirements of this scope of service – a summary report and a fully–supported data package. Refer to the LDEQ public resource web page for Louisiana Environmental Analytical Data Management System Resource Page (LEADMS). Posted is the LDEQ's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: http://deq.louisiana.gov/page/leadms-resource-page.

Criteria for rejection of deliverables include, but are not limited to:

- Not meeting holding time
- Contractor using incorrect method
- Contractor QC not according to method
- Contractor QC not acceptable
- Improper reporting (including no EDD, no raw data)
- Incorrect EDDs

Failure to meet the deliverable criteria may result in penalties assessed to the Contractor. These penalties may include reimbursement to the Department or non-payment for analytical work.

The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

Data Packages

The Contractor shall have the capability of producing summary or fully-supported data packages as directed by LDEQ.

LDEQ currently anticipates that less than 5% of analyses will require fully-supported data packages; however, this could be greater based upon the Department's needs. The Contractor must be able to provide these for any analyses that are conducted.

Fully-supported data packages require submitting all raw data and the associated CLP or equivalent summary forms. The summary report does not require attaching raw data.

The narrative of both the summary and full-supported data reports must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.

Preparation methods, as well as any clean up procedures must be identified in the final report.

When revisions/corrections are requested, the narrative must be revised to describe the reason for change.

Summary Reports

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the

EDP and free of errors. The report must include the laboratory certification number, the date of report preparation, a cross-reference between the LDEQ sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

Fully-Supported Data Packages

Fully supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data includes, but is not limited to, extraction logs, preparation/digestion logs, quantitation reports, chromatograms, instrument analysis reports, analysis/sequence run logs, percent moisture logs, weight logs, bench sheets, standard and reagent logs, sample receipt checklist(s), etc. Raw data for all samples (including any and all dilutions) and any associated method or batch quality control samples must be included. Refer to the applicable CLP SOW for more detailed descriptions of the required forms (http://www.epa.gov/superfund/programs/clp/). Custom forms equivalent to the CLP forms are acceptable.

Exhibit B
Louisiana Department of Environmental Quality
RIGHT-OF-WAY, ACCESS, AND USE AGREEMENT

This agreement is entered into between the Louisiana Department of Environmental Quality (LDEQ) and Name of Owner. The purpose of this agreement is to allow LDEQ and its designated contractors and agents to conduct an investigation and/or removal/remedial activities on the property owned by Name of Owner, located at _____ in _____, Louisiana.

I. Name of Owner hereby grants to the LDEQ and its designated contractors and agents permission to enter the property identified above and to have continued access and use of said property, for the following purposes, in connection with investigation/remediation of soil and groundwater contamination in the vicinity of the property:

a. To make and document scientific and engineering observations, including, but not limited to taking notes, recordings, and photographs.
b. To collect soil and ground water samples for use in studies and investigation evaluations.
c. To drill monitor wells for the purpose of taking ground water samples.
d. To analyze samples and document the results of the sample analysis. LDEQ will provide results of any sample analysis to Name of Owner, upon request, within a reasonable time following evaluation.
e. To conduct removal and remedial activities involving waste, soil and/or groundwater.
f. To prepare the site, including cutting and mowing of small trees, shrubs, weeds, roots or other obstructing vegetation or surface debris in the work area, and removing and reinstalling fencing, as necessary.

II. LDEQ will restore the premises following such activity, including, but not limited to, refilling all boreholes and removing and disposing of all contractor-generated waste contaminated or uncontaminated.

III. This instrument contains the entire agreement between the LDEQ and Name of Owner. It may be changed only by written agreement between the parties.

Name of Owner

By: _____

_____
(Name and title printed)

Date: _____

La. Dept. of Environmental Quality

_____
Assistant Secretary
Office of Environmental Assessment

Date: _____

LaGov No. 2000693040
RFP No. 3000018583

ATTACHMENT 2
SCHEDULE OF PRICES A
LABOR CATEGORIES

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

Labor Category[1]	Payment Unit	Unit Rate[2,3]
Project Manager	Hour	$115.00
Site Supervisor	Hour	$90.00
Quality Assurance Manager	Hour	$90.00
Scientist (Chemist, Biologist, Environmental Scientist, etc.)	Hour	$90.00
Technician	Hour	$70.00
Laborer	Hour	$55.00
Equipment Operator	Hour	$70.00
Computer Aided Design (CAD) Operator	Hour	$65.00
Administrative/Clerical Support	Hour	$50.00
Professional Land Surveyor	**Actual Cost**	
Travel Expenses	**In Accordance with PPM 49**	

[1] Labor category descriptions (Statement of Work, Section 4.1). Work activities may be performed by an approved subcontractor, as approved by the Department Project Manager, in accordance with the rate provided above.

[2] Rates shall include all associated direct costs (labor, non-expendable PPE, office supplies and miscellaneous supplies, incidentals, duplication/copying, communications, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

[3] Each labor category's hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations version in effect for the fiscal year during which expenses were incurred, within the limits established for State Employees, as defined in the Division of Administration Policy and Procedure Memorandum No. 49.

https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/

*__ALL BLANKS MUST BE COMPLETED__

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL TESTING

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Part 1 - Common Tests			
Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples (shall include samplers, vials and other supplies for volatiles/VPH); shall include costs for vial disposal for Closed System Purge and Trap	SW-846 Method 5035	sample (Terracore or equivalent; or EnCore or equivalent)	$12.00
Volatiles (RECAP Table 1)	SW-846 Method 8260	sample	$55.00
Volatile Petroleum Hydrocarbons (VPH)	Massachusetts Department of Environmental Protection Method	sample	$52.00
Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Department of Environmental Protection Method	sample	$62.00
Semi-volatiles (RECAP Table 1)	SW-846 Method 8270	sample	$130.00
Glycols	SW-846 Method 8015B	sample	$135.00
Toxicity Characteristic Leaching Procedure (TCLP) Extraction	SW-846 Method 1311	sample	$25.00
RECAP Metals (RECAP Table 1)	6020	sample	$90.00
RCRA Metals (as totals)	6020	sample	$65.00
Part 2 - Other Parameters			
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample	$45.00
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	$20.00
Oil and Grease in water	EPA 1664	sample	$35.00
Total Dissolved Solids in water	Method 2540C, Standard Methods for the Examination of Water and Wastewater, 21st or most recent edition	sample	$12.00
Ignitibility	SW-846 Method 1010	sample	$20.00
	SW-846 Method 1020	sample	$20.00
	SW-846 Method 1030	sample	$20.00
Reactivity (Cyanide and Sulfide)	SW-846, Update III, Chapter 7	sample	$50.00
Corrosivity	SW-846 Method 9040	sample	$10.00
	SW-846 Method 9045	sample	$10.00
	SW-846 Method 1110	sample	$10.00
Synthetic Precipitation Leaching procedure (SPLP) Extraction	SW-846 Method 1312	sample	$25.00
Chromium VI (hexavalent chromium)	SW-846 Method 7196	sample	$40.00
	Method 7199	sample	$40.00
	Standard Methods 3500 Cr D	sample	$40.00
Mercury	SW-846 Method 7470/7471	sample	$22.00
	EPA 245.1	sample	$22.00
	EPA 245.2	sample	$22.00
	SM 3112	sample	$22.00
	Method 1631	sample	$75.00
pH	Appropriate Method	sample	$10.00
Cyanide	SW-846 Method 9012	sample	$25.00
Aluminum	6020	sample	$8.00
Antimony	6020	sample	$8.00

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL TESTING

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Arsenic	6020	sample	$8.00
Barium	6020	sample	$8.00
Beryllium	6020	sample	$8.00
Cadmium	6020	sample	$8.00
Calcium	6020	sample	$8.00
Chromium	6020	sample	$8.00
Cobalt	6020	sample	$8.00
Copper	6020	sample	$8.00
Iron	6020	sample	$8.00
Lead	6020	sample	$8.00
Magnesium	6020	sample	$8.00
Manganese	6020	sample	$8.00
Nickel	6020	sample	$8.00
Potassium	6020	sample	$8.00
Selenium	6020	sample	$8.00
Silver	6020	sample	$8.00
Sodium	6020	sample	$8.00
Thallium	6020	sample	$8.00
Vanadium	6020	sample	$8.00
Zinc	6020	sample	$8.00
OTHER ANALYTICAL TESTS		**ACTUAL COSTS**	

***ALL BLANKS MUST BE COMPLETED.**

*If the matrix is not specified, the unit rate will apply to both water and sediment/soil. All sample preparation, extraction, digestion, distillation, clean up, etc. shall be included in the analytical prices; separate payments will not be made for these procedures.

*An EPA approved method shall be used in all instances unless otherwise approved by the Department. If an alternative method is necessary, the Department will issue written approval prior to the alternative method being used.

*Unit Rates shall include all associated direct costs (laboratory personnel, supplies, equipment, incidentals and expendables, duplication/copying, communications, taxes etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated withlaboratory pick up and delivery of samples and profit.

ATTACHMENT 2
SCHEDULE OF PRICES C
TRANSPORTATION, DISPOSAL, BACKFILL ACTIVITIES, EQUIPMENT/EXPENDABLE SUPPLIES, AND ADDITIONAL ENVIRONMENTAL SERVICES

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

Task	Payment Unit
Transportation and Disposal	
Transportation and Disposal of Vegetation and Debris	**Actual Cost**
Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste	
Transportation/Disposal/Storage Containers	
Backfill Activities	
Supply and Transport Clean Fill Soil; Seed Backfill Areas with Appropriate Vegetative Cover, as required	**Actual Cost**
Equipment and/or Expendable Supplies	
Equipment[1]	**Actual Cost**
Expendable Supplies[2]	
Additional Environmental Services	
Additional Environmental Services	**Actual Cost**

[1] If the equipment is owned by the Contractor, the Department will pay up to the rates of the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities.

[2] Ice, rehydration drinks, and other expendable supplies are reimbursable at the Department's discretion.

http://deq.louisiana.gov/page/motor-fuel-trust-fund

Attachment 3
Form A
HVI INVOICE TRACKER

CONTRACT TITLE: **"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"**

INVOICE #:

CONTRACTOR:

LAGOV #: 2000693040

REPORTING PERIOD:

EXPENDITURE INCURRED BY (check appropriate box) CONTRACTOR	SUBCONTRACTOR	**NAME** (If Subcontractor)	**BUSINESS ENTERPRISE** (check appropriate box) LAVET	HUDSON	**LED CERTIFICATION NUMBER**	**$ AMOUNT**
TOTAL INVOICE						**$0.00**

This form must be submitted with all invoices for contracts where RFP points were earned for the use of LaVet and/or SE-HI.

I certify that a good faith effort has been made to obtain LaVet and/or Hudson Initiative vendor participation for the reporting period reflected above:

SIGNATURE **DATE**

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 3, 2025

TO: Theresa Delafosse
Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment #1 to contract – Montrose Air Quality Services, LLC
LaGov PO/Contract#: 2000713739

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the 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.

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LaGov No. 2000713739
Amendment No. 1

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

AND

Montrose Air Quality Services, LLC
2415 Kramer Lane, Suite 18D
Austin, TX 78758
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from December 31, 2025 to December 31, 2027 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **December 31, 2025**. The Department shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Change To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **December 31, 2027** as the Department has exercised an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term, with approval by the Joint Legislative Committee on the Budget (JLCB). The total contract term, with extensions, shall not exceed five years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $393,240.00, an increase of $162,720.00 over the existing

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contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

Change From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of $**230,520.00.** Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, and C. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Change To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$393,240.00**. Work performed by the Contractor during the term of the Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

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

Change To:

6. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

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in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

Further, by mutual consent of both parties to this Contract, Article 41 entitled PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES is added in its entirety as follows:

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

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

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

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

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

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration. This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

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

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse 9/4/2025
29A252608408416...
Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

Signed by:
Austin Heitmann 9/4/2025
9F52D45ABA7B41C...
Austin Heitmann
Vice President
Montrose Air Quality Services, LLC

JOHN BEL EDWARDS
GOVERNOR

ROGER W. GINGLES
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

May 9, 2023

VIA EMAIL ONLY
Ms. Jenna Granstra
Montrose Air Quality Serivces, LLC
2415 Kramer Lane, Suite 18D
Austin, TX 78758

RE: LaGov No. 2000713739
"Conduct Performance Audits of Ambient Air Monitoring Sites"

Dear Ms. Granstra:

Enclosed for your records is a fully executed copy of the contract, pertaining to the above referenced project, which has been approved by the Division of Administration, Office of State Procurement. The Department is waiving the requirement to hold a commencement conference/conference call. This is your notice to proceed with performing the services under this contract.

The Department's Project Manager assigned to this contract is Doug Wafer.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Contract Article 28, Contractor's Insurance, Item e., Verification of Coverage, requires Certificates of Insurance reflecting proof of required coverage. **Please submit this documentation as soon as possible.**

Attachment 5, Requirements of the Grant, Section 7. Reporting Requirements requires the following forms to be submitted to the Department within the timeframe specified below. **Failure to submit these forms will result in payment being withheld.**

- **Form B - Transparency Act Reporting Information Form** must be submitted upon receipt of a fully executed contract. Please submit this form soon as possible.

- **Form C - Certification Regarding Lobbying** must be submitted upon receipt of a fully executed contract. Please submit this form soon as possible. This form must be also be completed by subcontractors, if hired, and submitted to the Department upon execution of the Contractor's subcontract. If applicable, **Form D – Disclosure of Lobbying Activities**, **must** accompany Form C. This form is **only required if** the Contractor, or any subcontractor, has paid or will pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with this federally funded Contract.

Should you have any questions, please do not hesitate to contact me at robyn.geddes@la.gov or (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

Enclosure

cc: Darrin Barton, Montrose Air Quality Serivces, LLC (via email only)
Doug Wafer, DEQ/OEA/Air Planning and Assessment (via email only)
Tess Burch, DEQ/OMF/Financial Services Division (via email only)

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CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 24th day of February, 2023, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Montrose Air Quality Services, LLC, 2415 Kramer Lane, Suite 18D, Austin, TX 78758, Federal Tax ID No. 46-4195044, LDR Account No. 1584539001 hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Conduct Performance Audits of Ambient Air Monitoring Sites"** with the LA GOV Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LA GOV Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **December 31, 2025**. The Department shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work, attached hereto and made a part hereof.

4. NOTICE TO PROCEED

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1. The Contractor shall

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proceed with the work only after receipt of an executed contract and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$230,520.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract. No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon participation in the commencement conference or conference call and completion and approval of performance audits as determined by the Project Manager

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling,

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transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment in the steps listed below.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Assessment/Air Planning and Assessment Division.

b. Invoicing Procedure:

(1) The Contractor should submit an invoice quarterly for work performed during the preceding quarter, within ten (10) business days of the end of that quarter. Multiple performance audits may be included on one invoice. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

(a) the LA GOV number;

(b) the name and address of the Contractor;

(c) location and number of performance audits billed; and

(d) the total amount requested.

(3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

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6. FISCAL FUNDING

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

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work, as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. Notwithstanding the foregoing, any rights in the intellectual property of Contractor existing prior to the services furnished hereunder, used in the services hereunder, developed separately, and/or licensed to Contractor by third parties and used in the services furnished hereunder, and any enhancements or modifications to the same, shall be deemed the sole and exclusive property of Contractor ("Contractor IP"). Contractor IP may include, without limitation, Contractor's proprietary data modeling tools, formulae and software code(s) used to generate reports and work product for the Department and other Contractor clients, and those software code(s), tools and other materials are proprietary to and/or a trade secret of Contractor. The Department's use of the output(s) and/or result(s) of Contractor IP, if any, embedded in any deliverable(s) is limited to the subject deliverable(s) itself. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not

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correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the reasonable expenses caused by that interference.

10. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and any subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

12. DATA/RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, or as required by applicable Federal law, if Federal funds are used to fund this contract, for inspection or audit, and copies thereof shall be furnished if requested.

Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-88, Rev. 1.

13. TERMINATION FOR CAUSE

Should the Department determine that the Contractor has failed to comply with the Contract's terms, the Department may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the Department determines

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that the failure is not correctable hen the Contract shall terminate on the date specified in such notice. If the Department determines that the failure may be corrected, the Department shall give a deadline for the Contractor to make the correction. If the Department determines that the failure is not corrected by the deadline, then the Department may give additional time for the Contractor to make the corrections or the Department may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiation with the Contractor a termination date. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. REMEDIES FOR DEFAULT

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

16. 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, costs and the like is asserted by or against the Department, then, upon notice to the Contractor, the Department 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.

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17. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. In the event of a legal dispute concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert/consultant fees and costs.

18. NON-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and of the Americans with Disabilities Act of 1990. The Contractor agrees to abide by the requirements of Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and EPA Title IV implementing regulations.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

19. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that a U.S. Environmental Protection Agency Grant is being used by the Department to partially fund this contract.

The Contractor shall comply with the requirements of this grant. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

20. FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting

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from an Act of God or force majeure. The Department shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

21. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number and State LDR account number as noted above.

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the Department for this determination. The Department's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven (7) days of notification, then the Department may proceed with alternate arrangements without notice to the Contractor and without penalty.

22. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

23. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract, except to the extent, if any, that such lien(s) arises directly from the Department's failure to timely pay an undisputed invoice amount(s).

24. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A) 4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

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25. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

26. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.). The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

27. LIABILITY AND INDEMNIFICATION

a. Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

b. Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State’s act or failure to act.

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c. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence:

(i) obtain for the State the right to continue using such product, material, service, or component thereof;

(ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance;

(iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or,

(iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance.

Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized:

i) modification or alteration of the product, material or service;

ii) use of the product, material or service in combination with other products not furnished by Contractor; or,

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iii) use of the product, material or service in other than the specified operating conditions and environment.

d. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

28. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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(3) **Automobile Liability**

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

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

(a) All policies should be endorsed to require thirty (30) days written notice of cancellation to the Department. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions

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in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.

(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

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

d. **Acceptability of Insurers**

(1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

(2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

e. **Verification of Coverage**

(1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

(2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
Attn: LaGov No. 2000713739
PO Box 4303
Baton Rouge, LA 70821-4303

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

(4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

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

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

(1) Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability to the extent caused by and arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and

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employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

(2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other reasonable costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

29. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

30. PROHIBITION OF DISCRIMNATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor certifies that it not its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractor shall, for the duration of this contract, refrain from a boycott of Israel.

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

31. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

32. 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,

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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 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.

33. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to http://smallbiz.louisianaeconomicdevelopment.com and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

34. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

35. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's

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obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

36. SECURITY

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx

37. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

38. PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

39. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

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40. AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

_____

DEPARTMENT OF ENVIRONMENTAL QUALITY:

DocuSigned by:
Karyn Andrews
8CF29405AA1D4B6...

2/24/2023

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

_____

CONTRACTOR:

DocuSigned by:
Austin Heitmann
9F52D45ABA7B41C...

2/24/2023

Austin Heitmann
Montrose Air Quality Services, LLC

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ATTACHMENT 1

STATEMENT OF WORK

"Conduct Performance Audits of Ambient Air Monitoring Sites"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department", is responsible for maintaining a safe and healthful environment for the people of Louisiana. The Department promotes and protects the health, safety, and welfare of the people of Louisiana through various and complex regulatory and permitting functions. To support these activities, the Department, with Contractor assistance, proposes to conduct performance audits of its ambient air monitoring sites.

This project shall require Contractor services for conducting performance audits and providing audit reports to the Department.

1.1 Goals and Objectives

The objective of this contract is to assess the performance of air monitors to ensure that the data being collected is accurate. The goal is for the Department to maintain compliance with federal mandates included in the National Ambient Air Quality Standards (NAAQS), which require that ambient air sites be audited at least once a year and at least 25% of the sites be audited quarterly.

2.0 BACKGROUND

Federal mandates included in the National Ambient Air Quality Standards (AAQS) require that all ambient air monitoring sites (AAMS) be audited in accordance with 40 CFR Part 58 Appendix A. The Department has no available employees to perform these services and is seeking the services of a contractor to perform the necessary audits.

3.0 CONTRACTOR TASKS

Services provided by the Contractor shall include the following tasks.

3.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the contract and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge, 602 North 5th Street or via conference call. The Department reserves the right to waive the requirement for a commencement conference. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the

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minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. No work may be performed by the Contractor until the Commencement Conference has been completed or waived. **Attendance by the Contractor's Project Manager shall be mandatory.**

3.2 Conduct Performance Audits of Department Ambient Air Monitoring Sites

The Contractor will conduct multi-point performance audits of Department ambient air monitoring sites within Quarters 1 through 4 of the calendar year, in accordance with USEPA requirements (40 CFR Part 58 Appendix A) and in the presence of a Department employee.

The Contractor and the Department will agree on a schedule as to which sites and monitors will be audited each quarter, but each parameter must be done in accordance with 40 CFR Part 58 Appendix A, namely "Each calendar quarter (during which analyzers are operated), evaluate at least 25 percent of the State and Local Air Monitoring Stations (SLAMS) analyzers that monitor for SO_2, NO_2, O_3, or CO such that each analyzer is evaluated at least once per year.

If there are fewer than four analyzers for a pollutant within a primary quality assurance organization, it is suggested to randomly evaluate one or more analyzers so that at least one analyzer for that pollutant is evaluated each calendar quarter. The evaluation should be conducted by a trained experienced technician other than the routine site operator." PM_{10}, $PM_{10-2.5}$ and $PM_{2.5}$ particulate analyzers must be audited for particulate and for flow rate every six months. Pb and TSP monitors shall be treated as particulate monitors. NO_y and Speciation analyzers shall be treated as SLAMS analyzers.

All parameters in the monitoring network are listed in Table A below. An example of a potential auditing schedule is given in Table B below. Data shall be in compliance with AQSP&A Transaction Generator User's Guide (Enclosure B). The Contractor shall use Audit Level Ranges (Enclosure D) as mandated by EPA.

The Department reserves the right to review and/or crosscheck the auditor's calibrator flows (both gases and dilutions) and the certifications of the flows, gas cylinders, ozone calibrators, and NIST traceable equipment. Each audit must be conducted at the zero concentration of each pollutant, and at least three of the audit levels given in Enclosure D. The audit levels do not have to be consecutive.

The auditing schedule per quarter shall be submitted to the Department by the Contractor within two (2) weeks of commencing the audits. For example, stating Convent and Garyville will be audited the first week of August shall be sufficient. No exact dates shall be needed until after confirmation of operators' availability. The number of monitors shall be subject to change based upon network monitoring needs, but shall not increase or decrease by more than four monitors in any quarter. Updates will be sent to the contractor at least two (2) weeks before audits are scheduled.

Audits will be considered completed when all reports have been submitted to and approved by the Department, per SOW Section 6.2, Deliverables.

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Table A is a list of current addresses and monitors that constitute the current Department Air monitoring network that the Contractor shall audit. The Department may provide the Contractor with an updated list as it becomes available.

Table A

Site Name AQS ID #	Address/ Location	Pollutant Measured
Alexandria 22-079-0002	8105 Tom Bowman Dr. Alexandria, LA 71302	PM2.5 FRM
Baker LSP 22-033-0014	1400 West Irene Rd Zachary, LA 70791	Lead
Bayou Plaquemine 22-047-0009	65180 Belleview Rd. Plaquemine, LA 70764	Ozone
		NOx
		NOy trace
Capitol 22-033-0009	1061-A Leesville Ave. Baton Rouge, LA 70802	PM2.5 FRM
		PM2.5 FRM co-located
		PM2.5 BAM
		PM10 BAM
		PM2.5 Speciation
		SO2 trace
		Ozone
		CO trace
		NOx
		NOy trace
		VOC
		PM Coarse
Carlyss 22-019-0002	Hwy 27 & Hwy 108 Carlyss, LA 70665	Ozone
Carville 22-047-0012	5445 Point Clair Rd. Carville, LA 70721	Ozone
Chalmette Vista 22-087-0007	24 E. Chalmette Circle Chalmette, LA 70043	PM2.5 FRM
		PM2.5 BAM
		PM10 BAM
		SO_2
		H2S
Convent 22-093-0002	St. James Courthouse Hwy 44 @ Canatella Convent, LA 70723	Ozone

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Dixie 22-017-0001	Haygood Rd. Dixie, LA 71107	Ozone
Dutchtown 22-005-0004	11153 Kling Rd. Dutchtown, LA 70734	Ozone
		NOx
		VOC
French Settlement 22-063-0002	16627 Perrilloux Ln @ Hwy 16 French Settlement, LA 70733	NOx
		Ozone
		PM2.5 TEOM
Garyville 22-095-0002	152 Anthony F. Monica St. Garyville, La 70051	Ozone
Geismar 22-047-0005	Hwy 75 Geismar, LA 70734	PM2.5 FRM
Hammond 22-105-0001	21549 Old Covington Hwy Hammond, LA 70403	PM2.5 FRM
		PM2.5 FRM co-located
Houma 22-109-0001	4047 West Park Ave. @ Hwy 24 Houma, LA 70364	PM2.5
Irish Channel 22-071-0019	597 Pleasant Street New Orleans, LA 70115	SO2
Kenner 22-051-1001	100 West Temple Pl. Kenner, LA 70065	NOx
		Ozone
		PM2.5 FRM
		PM2.5 TEOM
Lafayette USGS 22-055-0007	700 Cajundome Blvd. Lafayette, LA 70506	PM2.5 FRM
		PM2.5 TEOM
		PM10 BAM
		Ozone
La Place 22-095-0003	115 Garden Grove La Place, LA 70068	Lead-TSP
		Lead-TSP colocated
LSU 22-033-0003	East End Aster Lane Baton Rouge, LA 70820	Ozone
Madisonville 22-103-0002	1421 Hwy 22 West Madisonville, LA 70447	Ozone
		PM2.5 TEOM
Marrero 22-051-2001	328 Marrero Rd. Marrero, LA 70072	PM2.5 FRM
Meraux 22-087-0004	4101 Mistrot Drive Meraux, LA 70075	Ozone
		SO2
		H2S

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Monroe 22-073-0004	5296 Southwest Rd. Monroe, LA 71203	PM2.5 FRM Ozone
New Orleans City Park 22-071-0012	Florida & Orleans Ave. New Orleans, LA 70124	PM2.5 TEOM PM10 BAM
New Orleans Near-Road 22-071-0021	I610 at West End Blvd. New Orleans, LA 70124	NOx CO PM2.5 FRM
New Roads 22-077-0001	Hwy 415 New Roads, LA 70760	Ozone
Norco 22-089-0006	Field across from 35 Goodhope Road, Norco, LA 70079	SO2
Port Allen 22-121-0001	1005 Northwest Drive Port Allen, LA 70767	SO2 PM2.5 FRM Ozone NOx
Pride 22-033-0013	11245 Port Hudson Pride Rd. Zachary, LA 70791	NOx Ozone
Shreveport Airport 22-015-0008	1425 Airport Dr. Shreveport, LA 71109	Ozone PM2.5 TEOM PM10 BAM SO2
Shreveport Calumet 22-017-0008	Midway St. Shreveport, LA 71109	PM2.5 FRM PM2.5 FRM co-located
St. Martinville 22-099-0001	1178 W.J. Bernard Road St. Martinville, LA 70582	Ozone
Thibodaux 22-057-0004	194 Thorough-bred Park Dr. Thibodaux, LA 70301	Ozone PM2.5 TEOM
Vinton 22-019-0009	2284 Bellow Rd. Vinton, LA 70668	PM2.5 Ozone
Westlake 22-019-0008	2646 John Stine Rd. Westlake, LA 70669	SO2 PM2.5 TEOM NOx

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Table B is an example of a site audit schedule.

Table B

Site Name AQS ID #	Pollutant Measured	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Alexandria 22-079-0002	PM2.5 FRM		PM2.5 FRM		PM2.5 FRM
Baker LSP 22-033-0014	Lead	Lead		Lead	
Bayou Plaquemine 22-047-0009	Ozone	Ozone		Ozone	
	NOx	NOx		NOx	
	NOy trace	NOy trace		NOy trace	
Capitol 22-033-0009	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	
	PM2.5 FRM co-located	PM2.5 FRM co-located		PM2.5 FRM co-located	
	PM2.5 BAM	PM2.5 BAM		PM2.5 BAM	
	PM10 BAM	PM10 BAM		PM10 BAM	
	PM2.5 Speciation		PM2.5 Speciation		PM2.5 Speciation
	SO2 trace		SO2 trace		SO2 trace
	Ozone		Ozone		Ozone
	CO trace		CO trace		CO trace
	NOx		NOx		NOx
	NOy trace		NOy trace		NOy trace
	VOC		VOC		VOC
	PM Coarse		PM Coarse		PM Coarse
Carlyss 22-019-0002	Ozone	Ozone		Ozone	
Carville 22-047-0012	Ozone		Ozone		Ozone
Chalmette Vista 22-087-0007	PM2.5 FRM		PM2.5 FRM		PM2.5 FRM
	PM2.5 BAM		PM2.5 BAM		PM2.5 BAM
	PM10 BAM		PM10 BAM		PM10 BAM
	SO_2	SO_2		SO_2	
	H2S	H2S		H2S	
Convent 22-093-0002	Ozone		Ozone		Ozone

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Dixie 22-017-0001	Ozone		Ozone		Ozone
Dutchtown 22-005-0004	Ozone		Ozone		Ozone
	NOx		NOx		NOx
	VOC		VOC		VOC
French Settlement 22-063-0002	NOx		NOx		NOx
	Ozone		Ozone		Ozone
	PM2.5 TEOM		PM2.5 TEOM		PM2.5 TEOM
Garyville 22-095-0002	Ozone	Ozone		Ozone	
Geismar 22-047-0005	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	
Hammond 22-105-0001	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	
	PM2.5 FRM colocated	PM2.5 FRM		PM2.5 FRM	
Houma 22-109-0001	PM2.5	PM2.5		PM2.5	
Kenner 22-051-1001	NOx	NOx		NOx	
	Ozone	Ozone		Ozone	
	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	
	PM2.5 TEOM	PM2.5 TEOM		PM2.5 TEOM	
Lafayette USGS 22-055-0007	PM2.5 FRM		PM2.5 FRM		PM2.5 FRM
	PM2.5 TEOM		PM2.5 TEOM		PM2.5 TEOM
	PM10 BAM		PM10 BAM		PM10 BAM
	Ozone		Ozone		Ozone
La Place 22-095-0003	Lead-TSP		Lead-TSP		Lead-TSP
	Lead-TSP colocated		Lead-TSP colocated		Lead-TSP colocated
LSU 22-033-0003	Ozone		Ozone		Ozone
Madisonville 22-103-0002	Ozone	Ozone		Ozone	Ozone
	PM2.5 TEOM	PM2.5 TEOM		PM2.5 TEOM	
Marrero 22-051-2001	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	

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Meraux	Ozone	Ozone		Ozone	
22-087-0004	SO2	SO2		SO2	
	H2S	H2S		H2S	
Monroe	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	
22-073-0004	Ozone	Ozone		Ozone	
New Orleans City Park	PM2.5 TEOM		PM2.5 TEOM		PM2.5 TEOM
22-071-0012	PM10 BAM		PM10 BAM		PM10 BAM
New Orleans	NOx		NOx		NOx
Near-Road	CO		CO		CO
22-071-0021	PM2.5 FRM		PM2.5 FRM		PM2.5 FRM
New Roads 22-077-0001	Ozone		Ozone		Ozone
Norco 22-089-0006	SO2		SO2		SO2
Port Allen	SO2	SO2		SO2	
22-121-0001	PM2.5 FRM	PM2.5 FRM		PM2.5 FRM	
	Ozone	Ozone		Ozone	
	NOx	NOx		NOx	
Pride	NOx	NOx		NOx	
22-033-0013	Ozone	Ozone		Ozone	
Shreveport	Ozone		Ozone		Ozone
Airport	PM2.5 TEOM		PM2.5 TEOM		PM2.5 TEOM
22-015-0008	PM10 BAM		PM10 BAM		PM10 BAM
	SO2		SO2		SO2
Shreveport Calumet 22-017-0008	PM2.5 FRM		PM2.5 FRM		PM2.5 FRM
	PM2.5 FRM co-located		PM2.5 FRM co-located		PM2.5 FRM co-located
St. Martinville 22-099-0001	Ozone	Ozone		Ozone	
Thibodaux	Ozone	Ozone		Ozone	
22-057-0004	PM2.5 TEOM	PM2.5 TEOM		PM2.5 TEOM	

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Vinton 22-019-0009	PM2.5	PM2.5		PM2.5	
	Ozone	Ozone		Ozone	
Westlake 22-019-0008	SO2	SO2		SO2	
	PM2.5 TEOM	PM2.5 TEOM		PM2.5 TEOM	
	NOx	NOx		NOx	

4.0 PROJECT SCHEDULE

The project schedule shall be determined by the Department and the Contractor. Quarters shall be identified as January-March, April-June, July-September, and October-December. Quarterly audits shall be performed consistent with the timeline in SOW Section 3.2, Conduct Performance Audits of Department Ambient Air Monitoring Sites.

5.0 QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel should have relevant experience in ambient air operations. Education and experience requirements should include, but are not limited to:

- Key professional staff, which includes any person that will be conducting performance audits, should have a bachelor's degree in a related field or a minimum of one (1) year relevant experience in the auditing or operating of ambient air monitoring sites in local or state governments, or with the EPA national audit program.

- The Project Manager should have a bachelor's degree and a minimum of five (5) years project management experience in a setting comparable to Department operations, as well as a working knowledge of issues (40 CFR Parts 53 and 58) and technologies necessary to the operation of ambient air monitoring sites.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but shall not be limited to, the following activities:

(1) supervision of the Contractor's personnel (including performance of day to day project management for all tasks and activities necessary to complete the Statement of Work);

(2) contract administration:

(a) invoicing;

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(b) changes to contract;

(c) resolving disputes between the Contractor and the Department; and

(d) compliance by the Contractor with all contract clauses and conditions;

(3) scheduling meetings;

(4) informal communication (telephone, e-mail, etc.); and

(5) record-keeping.

6.1 Progress Reporting by the Contractor

The Contractor shall prepare and submit to the Project Manager, by mail, e-mail, or facsimile, a brief Monthly Progress Report describing all work completed or in progress during the preceding month and any problems encountered. The Monthly Progress Report shall be submitted within two weeks of the end of each monitoring period.

This report shall include:

(1) the Contractor's name, address, and the name of the Project Manager;

(2) the Department's contract number and project title;

(3) the dates of the reporting period;

(4) the number and title of the task(s); and

(5) a description of the progress made during the previous 30 day period on each task, including problems experienced, requested or approved changes in personnel, and the effect of problems/changes on the due dates of deliverables.

The format of this report may be determined by the Contractor, however, the Department reserves the right to require format revisions.

6.2 Deliverables

The Contractor must submit standard operating procedures for performing the audits to the Department within 15 calendar days after the Commencement Conference or the Department's waiver of the Commencement Conference.

The Contractor will submit performance audit results electronically **in AQS format**, similar to AQS Format Table (Enclosure A). Results will be submitted to Doug Wafer P.E.,

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doug.wafer@la.gov and to Shannon Saunier, shannon.saunier@la.gov within 15 calendar days after the end of every quarter.

Example deliverables are included as Enclosure C; however, the example deliverables are in Non-AQS format and are included for reference only.

At every site where a logbook exists, the Contractor shall enter the day, time, results, and any information pertaining to the audit. Signatures of the auditor and the site operator must be included. In case of sites without logbooks, the Contractor shall provide an e-mail or a hardcopy to the site operator within 15 calendar days after the audit so corrective actions can be taken, if needed.

7.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities for assigned projects, the Department shall:

(1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);

(2) provide Department materials (documents, reports, etc.) for the Contractor's work as necessary;

(3) monitor the Contractor's work through telephone communications, meetings and review of Monthly Progress Reports; and

(4) review, require revisions as necessary, and accept deliverables and submittals.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

In the event that unforeseen circumstances may dictate that changes be made to Table A or Table B above, the Department will notify the Contractor and take necessary steps to provide for a replacement site.

8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department will monitor the progress of the Contractor during the contract by:

(1) monitoring the Contractor's work through telephone communication, meetings and review of Monthly Progress Reports;

(2) ensuring that deliverables are submitted within the timeframe of the contract; and

(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

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The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices. Payment may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

9.1 Commencement Conference or Commencement Conference Call

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at the Department's Headquarters in Baton Rouge or held via conference call at the discretion of the Department. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices. Attendance of the Project Manager is mandatory. Payment will be made by the Department following completion of the conference or Commence Conference call and submission of the Contractor's invoice. Only one line item shall be charged. If the conference is waived, then the Department will not be charged.

9.2 Conduct Performance Audits

The conduct performance audits payment item shall be on a per audit basis, regardless of audit type.

SCHEDULE OF PRICES

RFP No. 3000020152

ATTACHMENT 2
SCHEDULE OF PRICES
"Conduct Performance Audits of Ambient Air Monitoring Sites"
Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate[1]	Line Total
1	Commencement Conference	Lump Sum	1	$0.00	$0.00
2	Commencement Conference Call	Lump Sum	1	$0.00	$0.00
3	Conduct Performance Audits[2]	Each	408	$565.00	$230,520.00
				Total Price	**$230,520.00**

[1] The rate shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line, and profit.

[2] The number of units is based on the current number of audits required for the monitors (372), increased by 36 for contingency purposes.

***ALL BLANKS MUST BE COMPLETED**

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LaGov No. 2000713739

ATTACHMENT 3

Form A

MONITORING REPORT

Date: _____

Contractor: Montrose Air Quality Services, LLC

Project Title: "Conduct Performance Audits of Ambient Air Monitoring Sites"

Invoice No.: _____ Invoice Amount: _____

Total Contract Amount: $_____ Balance: $_____

Reporting Period: _____

Total Invoiced to Date: $_____

I. WORK COMPLETED TO DATE:

A. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. **Tasks and/or milestones accomplished** (give dates)

_____

_____

_____

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B. **Tasks and/or milestones not accomplished with explanation of assessment of**:

1. Nature of problems encountered:

_____

_____

_____

2. Remedial action taken or planned:

_____

_____

_____

3. Whether minimum criteria for measure can still be met:

_____

_____

_____

4. Likely impact upon achievement:

_____

_____

_____

III. DELIVERABLES

_____

_____

_____

_____

IV. OTHER DISCUSSION OF SPECIAL NOTE

_____

_____

_____

_____

Contractor _____ Date _____
Signature

Approval _____ Date _____
Department Project Manager

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ATTACHMENT 5
REQUIREMENTS OF THE GRANT

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-October-1-2021-or-later, regarding this procurement contract and all subcontracts awarded by the Contractor.

The EPA repository for the general terms and conditions by year can be found at: http://www.epa.gov/grants/grant-terms-and-conditions.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.

b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.

d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. – e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

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The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six good faith efforts if soliciting a replacement subcontractor.

2. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information refer to https://www.epa.gov/resources-small-businesses/getting-epa-dbe-certified.

3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: http://www.sam.gov. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. RESTRICTION ON LOBBYING

In accordance with 40 CFR Part 34 and the EPA General Terms and Conditions, the Contractor shall file certification of compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) to the Department. The Contractor must certify, and if applicable, must require its subcontractors to certify, 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. The Contractor must also disclose, and must require its subcontractors to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining the award of this Contract.

5. PROCUREMENT OF RECOVERED MATERIALS

Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and 2 CFR 200.322, the Contractor is required to procure: certain items designated in EPA guidelines, as identified in 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; and solid

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waste management services in a manner that maximizes energy and resource recovery; and to establish an affirmative procurement program for procurement of recovered materials as identified in the EPA guidelines. Pursuant to 40 CFR 247.2(d), the contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

6. CLEAN AIR AND CLEAN WATER ACT

The Contractor is also required to comply with all applicable standards, orders or regulations issued pursuant to the CAA (42 U.S.C. 7401-767q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

7. REPORTING REQUIREMENTS

Reports required by this section must be submitted within the timeframe specified in each subsection. The reports should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period ending September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

b. The Contractor must provide its SAM created Unique Entity Identifier (UEI) number by completing Attachment 5, Form B, and Transparency Act Reporting Information Form. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Failure to submit this form will result in payment being withheld.

c. The Contractor must certify, and if applicable, must require its subcontractors to certify, that it has not used and will not use any federal funds as described in the EPA form, Certification Regarding Lobbying, by completing Attachment 5, Form C. **This form must be provided to the Department within 30 days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.**

Failure to submit this form will result in payment being withheld.

d. The Contractor must report, and if applicable, must require its subcontractors to report, any non-federally funded lobbying activities in connection with this federally-funded Contract by completing

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Attachment 5, Form D, and Disclosure of Lobbying Activities. This form must be provided to the Department within 30 days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.

Failure to submit this form will result in payment being withheld.

8. CYBERSECURITY GRANT CONDITION

The Contractor shall ensure compliance with EPA cybersecurity requirements if the Contractor's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange network or EPA's Central Data Exchange. If the Contractor's connections do not go through the Environmental Information Exchange network or EPA's Central Data Exchange, the Contractor agrees to contact the EPA Region 6 Project Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Services Agreements as appropriate.

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ATTACHMENT 5
Form A

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

A good faith effort has been made to obtain MBE/WBE vendors

_____
Signature

DATE:_____

_____
Print Name

_____
Contractor

Annual Reporting for: (Oct _____ - Sept _____)
Year Year

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ATTACHMENT 5
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM

This form is required for projects funded in whole or in part from federal grants awarded on or after April 4, 2022. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Contractor Information:	
Name:	
Unique Entity Identifier (UEI)*:	
LDEQ LA GOV Number:	2000713739
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*The Unique Entity Identifier (UEI) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. If the UEI provided above is registered under a different name than the recipient of funding, please provide the registration name below:

Unique Entity Identifier (UEI) Name	

Unique Entity Identifier (UEI) Registration Information: https://www.sam.gov/SAM OR 1-866-606-8220

Physical Location of Project (Primary Place of Performance):	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):	
Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive $25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [X] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [X] b. initial award
- [ ] c. post-award

3. * Report Type:
- [X] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[X] Prime [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

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Help Tab | **Enclosure A** | **LaGov No. 2000713739**

AQS Format Table

The complete version of this enclosure can be found on DEQ's Requst for Proposals website:
https://www.deq.louisiana.gov/page/request-for-proposals

AQS P & A Transaction Generator

Version 12.4
April 10, 2013

Contact : Bill Frietsche (919) 541-5451 frietsche.bill@epa.gov

Check the AQS web site for new versions:
http://www.epa.gov/ttn/airs/airsaqs/padata/

Welcome to our AQS P&A Transaction Generator,
an Air Quality System (AQS) PC tool designed to help you create Precision and Accuracy data input transactions for
IMPORTANT: You must enable macros when loading this program.

About P&A Transaction Generator

Setting up this Application

Using this Application

Functionality

Data Validation

EPA's QA Requirements

Particulate Matter Flow Audit Reporting

Set Up Screening Group

About the P&A Transaction Generator

This application is an excel spreadsheet designed as a PC helper application to AQS. This application builds Precision and Accuracy input data transactions in the new AQS format (with vertical bar delimiters(pipes)) for loading into AQS. This application was built for those who had been using the older versions of PARS, but are now having trouble running the older programs in newer PC operation systems. For questions about this application, please contact Bill Frietsche of the National Air Data Group (NADG), OAQPS, USEPA. For new versions with updated look up

This application uses macros for lookups and transaction text file creation. You must enable Macros to use this application. To do this, you can check Tools/Macros/Security from your Excel menu and see what level of security is set for Excel. If it is High, you will not be able to run macros. In this case, change your security level to Medium. With this setting, Excel will prompt you everytime you open a file; asking whether you want to enable macros, or not. You

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Setting Up This Application

The monitors and lookup table data in this application are preloaded on an EPA regional basis. You must have a copy specific to the USEPA region in which your agency resides.
If you want to delete the "excess" data for other agencies, then you can run the "Set Up Screening Group" utility from the top of this worksheet page (the green button). This utility will prompt you to select your screening group, and then delete all the lookup data except those entries appropriate for your screening group. If you want to work under different screening groups, then save a back-up copy of the application under a different file name before running the Set Up Screening Group utility. You can set up multiple copies of the application from the original file, one for each

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Using This Application

This spreadsheet application builds 2 types of AQS input transactions in the new AQS format (with vertical bars (aka pipes) between fields). The two types of transactions are the RA transaction for accuracy data, and the RP transaction
Each of these transaction types is a separate worksheet in the application. Each worksheet has a fixed header area that contains the names of the fields in the order in which they appear in the transaction format for the transaction type. right-clicking the header for each field will take you to the entry on the coding manual worksheet for the information that currently appears in the data coding manual for the field.
To create a transaction, populate a row with appropriate values in each column. If you want to create multiple transactions, populate multiple rows with the required data. Mandatory fields (for an insert action) have black
The right mouse button has been programmed in this application to provide lookup values for codes. So if you enter a code value and right-click it, you will see the description of that code. If you right-click in any one of the columns representing a monitor (state,county,site id, parameter, or POC - or for tribal mode: tribe,site id, parameter, or POC), a procedure will search for that monitor in the lookup tables, and bring back information identifying the monitor. A right-click on date fields will open a calendar interface. Try right-clicking various column values to see where the lookup
Note: Because the right-click is used for lookups, the default right-click function menu will not appear. To perform those functions (e.g. cut/copy/paste), you will have to use the menu at the top of the worksheet. Important Note * If you use cut/copy/paste, always use paste special and paste using Values to prevent overwriting the specific cell validation
For fields that have a set of allowable codes or values, drop down lists will appear in each cell containing the allowable choices. The left mouse button is used to select the appropriate value from the list. In all cases, warnings are given if values not on the list are typed in; however you can proceed with those values. But if you generate a transaction with non-valid values, you may receive an error when attempting to load the transaction into AQS.
In order to provide lookups and descriptions, 4 additional worksheets have been created for the application procedures to reference. They are the worksheets labelled Coding Manual, Valid Methods, Code Values, and Audit Protocols. The structure of these 4 worksheets should not be changed, or referential lookup procedures may not work. This is true for the 2 transaction worksheets as well. 2 of the 4 reference (or lookup) worksheets are what make the application specific to a region and/or screening group; they hold specific monitor and protocol information. The
Five new menu buttons have been created, they are:

Look Up Monitor
Generate Transactions
Add New Monitor / Method
Create Report
Tribal Mode

The **Look Up Monitor** button was created to automate input of the monitor ID information, and works in either Tribal or non-tribal mode. Tribal mode identifies monitors via Tribal code - Site Id - Parameter code - POC; non-tribal mode identifies monitors via State - County - Site ID - Parameter - POC. The purpose of this button is to help find monitors, and to prevent typos. This button is also used to associate a tribal code with an existing monitor on the lookup tables, or to remove an associated tribal code from an existing monitor if one is incorrectly added.

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The **Generate Transactions** button is used to create either a text file of transactions in AQS vertical bar delimited format, or in XML format using AQS Schema version 2. Select one or more rows for generating transactions, and then press the button. Please note that when selecting rows to create input transactions, you do not have to be precise regarding which columns you have selected. All of the appropriate columns will be used by the transaction generation procedure. The procedure will reselect all of the columns in those rows, and prompt you for the path and filename for saving the text file. Data validations are also performed for mandatory fields, values within ranges, max values, and percent differences. For certain fields, the errors are highlighted with red text, and focus is returned to the field in error. Message boxes are used to inform you of the condition generating the error. You can choose to generate the transactions (and an associated error report) if you wish, or return to the fields in error for correction. The transactions Separate files must be generated for each transaction type. You can append them together later after they have been created, but this application will not generate both transaction types in one file.

The **Add New Monitor / Method** button is used to add new lookup values to the tables. You can add a new site, monitor, parameter, POC, or method code as well as create new combinations of parameter, sampling duration, method code, and units (new protocols) and audit protocol. The values you add with this button become valid lookup values for future transactions, and therefore they should also exist in AQS. They can be deleted from the lookup worksheets if need be, to restore lookups to the original set of values. This button gives you the ability to keep the lookup worksheets synchronized with AQS tables without needing to do a complete refresh from the AQS tables when a new value is added to AQS. Please note that this button will not create monitor transactions to create a new monitor in AQS; the monitor must already exist in AQS. Check for updated versions of AQSP&A to get up-to-date lookup

The **Create Report** button is used to print out values from the RA Transaction Worksheet and RP Transaction Worksheet. The report is generated specifically for the worksheet that is currently active when the button is clicked. You must first select the rows you wish to be printed, and then click the button. The report procedure will then select the appropriate columns and generate a Word document, which you can then save and/or print. In addition to the values on the worksheet, the report will also calculate percent differences. The report also does some validation of the values entered on the worksheet: for max value allowed, percent difference allowed, and audit level ranges allowed. Values that are not within defined AQS audit level ranges will be highlighted in red on the Word document, and will

The **Tribal Mode** button is used to toggle between tribal mode and non-tribal mode. In Tribal mode, the monitors are identified via Tribal code, Site Id, Parameter code, and POC codes. In non-tribal mode, the monitors are identified via the State code, County code, Site Id, Parameter code, and POC. You can toggle back and forth between the 2 modes.

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Functionality

Two transaction types are generated by this Excel application (or workbook); the RA transaction (Accuracy) and the RP transaction (Precision). Each transaction type is a separate worksheet in the workbook, with the appropriate fields for each transaction type created as columns across the worksheet. Each row on a sheet will generate one transaction record of the transaction type the worksheet represents. The transactions are generated as text files, and are created in the new AQS format with pipe delimiters (XML format is also available). A separate text file must be created for each transaction type (i.e. one text file for each sheet). Because the transactions are generated by visual basic for applications (VBA) code running behind the scenes, it is important to enable macros when running the program.

Output reports that highlight values outside the allowable AQS audit level ranges, and that calculate the % difference values for accuracy and precision checks, are included. The report procedures create a Word document containing values for the rows selected on the transaction worksheet when the "Create Report" button is clicked. If you need

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The mouse buttons are important in this application. The left click button selects spreadsheet cells, menus, etc, as you would normally expect. When a list of values is available for a field, a drop-down menu is provided, and you may select a value using the left button. The right-click button has several functions that are column specific. It will provide a **calendar** to graphically pick dates for the date fields on each transaction; it will provide an **automatic copy** function for monitor id and protocol fields to help quickly populate the worksheet with repetitive data; and it also shows the **description for data elements, code values, and monitors**. In this case, for example, if you want to see the description for a Unit code of "001", then right-click the Reported Unit field containing that value. Because the right mouse button is used for various functions, you must use the menus at the top of the screen for cut/copy/paste, and for deleting rows or columns, and for other options that are usually provided in the menu accessed by right-clicking on the

There are five application specific menu buttons at the top of the screen; **Look Up Monitor, Generate Transactions, Add New Monitor / Method, Create Report, and Tribal Mode On/Off**. The "Look Up Monitor" button perfoms a look up based upon a county code selection of the monitors in the selected county. The look up table includes active, criteria monitors only. The purpose of this look-up is to make it easier for you to find and correctly enter the monitor id. The "Generate Transactions" button is used to create the batch transaction input file, either flat text file format or XML format. You will be prompted for a file name and path for file creation. Some data validation is done at this time and if any errors are encountered, you are prompted to fix them, or to continue to generate the text file with the errors. If you generate the input file with the errors, an error message listing will also be available, indicating the rows and fields in error. Please note that when selecting rows to create create input transactions, you do not have to be precise regarding which columns you have highlighted (selected). All of the appropriate columns will be

The "Add New Monitor / Method" button will add the monitor and protocol to the lookup tables for use in creating P&A transactions; it will **not** create monitor input transactions. The monitor must already exist in AQS for the P&A transactions to be loaded to AQS successfully. The "Create Report" button creates a Word document for the selected rows, displaying key fields and includes the calculation of percent differences. Errors are highlighted in red. The Tribal Mode On / Off button toggles between modes: either identifying monitors by State -County-Site-Parameter-POC, or by Tribal Code-Site-Parameter-POC.

System-Generated Precision Values - The AQS system allows 2 ways of creating precision data. One way, the "traditional" way, is to use the RP transaction and submit precision data via these batch transactions. The other, new way does not require an RP transaction to be submitted. Instead, AQS can now automatically generate precision data from raw data values. For this new way to work, you must identify the collocated monitors properly on the AQS monitor collocation record, and you must also submit raw data for both collocated monitors. The AQS software will check to see if the raw data is for collocated monitors for the duration and same date:time, and if so, will automatically generate the precision data. This new way replaces the "older" automated way of using the collocated poc id on the RP transaction. You no longer need to use the collocated POC id if you are reporting raw data for both collocated

Reset Column Widths - If you need to reset the column widths to the default values, select Format from the top menu. There is an additional choice available which will reset the column widths for each of the 2 transaction worksheets.

Return

Data Validation

Data is validated via two mechanisms; the Excel Data Validation menu command, and Visual Basic procedures.

Monitors

Monitors can be validated by right-clicking in one of the monitor id columns (state - county - site id - parameter - poc) , and a visual basic procedure will search for that monitor. If the monitor exists on the lookup tables, a message window will be presented with a description of the monitor, otherwise an error message will be displayed. Another way to enter valid monitors is to use the "Look Up Monitor" button and select one from the choices presented. This ensures that the monitor exists on the lookup tables. The monitor id columns are also validated as part of the text file generation

Method Code, Sampling Duration, Units

Valid values for these fields are presented in drop-down lists specific to the monitor. A visual basic procedure retrieves the valid combinations for the drop-down list. For the method code list of values, the method reported for the last raw data observation is listed at the top of the list of values. These values are not validated again at the time of transaction generation, so make sure you use valid values when populating the spreadsheet. You can make sure that they are valid by selecting one from the list of values, and also by right-clicking the value after it has been entered, to see the

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AQS Format Table

Date Fields are validated as 8 characters with no leading or trailing spaces, via the Excel data validation command. The date cannot be in the future. Also, a pop-up calendar date picker is provided via right-clicking on the date fields. This will help to prevent typographical data entry errors.

Type Audit, Local Primary Standard, Accuracy Type
These fields provide lookups against the worksheet lookup tables, and are not specific to a monitor. The Excel data validation command is used for these fields. These values are only validated as "not null" when the transaction is being generated, so be sure that they are correctly entered when populating the worksheet fields.

Audit Class
A visual basic procedure is used to lookup valid combinations for the method and parameter. These values are not validated again when the transaction is being generated, so make sure they are valid when you create them.

Actual and Indicated Values
The values in these fields are validated via visual basic procedures run at the time of transaction generation. The values are checked to conform to the AQS data validations, which are dependent on the parameter, as well as audit levels. For the RA transactions, they are checked against allowable % differences, and audit level ranges. For criteria polluants reported in parts per million or parts per billion, a conversion is done prior to range and max value checking. For the RP transaction, allowable maximum values and allowable % differences are checked.

Programs performing data validations on Transaction RA data
When the Generate Text File of Transactions button is pressed from the TransactionRA worksheet, the validateRA program is called. ValidateRA checks to see that all of the required fields are populated. Then the following programs are called, depending on the parameter code in the transaction.
corangecheck
no2rangecheck
o3rangecheck
so2rangecheck
pbrangecheck
Each of these programs converts values from ppb to ppm, if applicable. Then the actual and indicated values are compared with the audit level allowable ranges to make sure that the values are within defined ranges. Note that the column position is no longer tied to the audit level number.
Control is then returned to validateRA program to check for percent differences for each actual and indicated data pair for each audit level for the appropriate parameters.

Programs performing data validations on Transaction RP data
When the Generate Text File of Transactions button is pressed from the TransactionRP worksheet, the validateRP program is called. ValidateRP checks to see that all of the required fields are populated. Then, depending on the Maxcheck converts units from ppb to ppm, if required, and then checks to see that actual and indicated values are below the maximum value limits in AQS for the appropriate parameters. Contol is then returned to validateRP where % differences between actual and indicated are checked, if applicable.

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TransactionRA Tab

Enclosure A
AQS Format Table

LaGov No. 2000713739

Transaction Type RA - Accuracy Data

Black = Mandatory Blue = Optional

		---------- Monitor ID ----------													
Transaction Type	Action Indicator	State Code	County Code	Site ID	Parameter	POC	Accuracy Audit ID Number	Duration Code	Reported Unit	Method Code	Year Represented	Quarter Represented	Accuracy Date	Audit Type

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TransactionRA Tab

Enclosure A
AQS Format Table

LaGov No. 2000713739

						---------- Enter at least one set of actual / indicated values ----------										
Local Primary Standard	Audit Class	Accuracy Type	Audit Sample ID	Expiration Date	Audit Scheduled	1st Actual Value	1st Indicated Value	2nd Actual Value	2nd Indicated Value	3rd Actual Value	3rd Indicated Value	4th Actual Value	4th Indicated Value	5th Actual Value	5th Indicated Value	Zero Span

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TransactionRP Tab

Enclosure A
AQS Format Table

LaGov No. 2000713739

Transaction Type RP - Precision Data

Black = Mandatory Blue = Optional

				Monitor ID														
Transaction Type	Action Indicator	State Code	County Code	Site ID	Parameter	POC	Precision ID	Duration Code	Reported Unit	Actual Method	Precision Date	Actual Value	Indicated Method	Indicated Value	Collocated POC ID	Precision Sample ID	Agency Performing FRM Audit

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LaGov No. 2000713739

United States Environmental Protection Agency

Office of Air Quality Planning and Standards
Outreach and Information Division
National Air Data Group
Research Triangle Park, NC 27711

AQSP&A Transaction Generator

Users' Guide

Version 10.4



Air Quality System

June 2010

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About AQSP&A

AQSP&A is a stand-alone PC tool to build precision and accuracy transactions for uploading P&A data into the Air Quality System (AQS). The intent of this tool is to provide you with a simple way to create the 2 AQS data input transactions used for uploading accuracy data (transaction type RA) and precision data (transaction type RP). The transactions are created in the AQS format with pipe delimiters (vertical bars), or in XML format to comply with the AQS XML Schema version 2.

AQSP&A is a Microsoft Excel workbook. You must have Excel software to use AQSP&A. The minimum version of Excel required is Excel 97.

> **Note:** An Excel file is also called a Workbook. A workbook can include many worksheets. Each worksheet has a tab name. In the AQSP&A workbook, there are 7 worksheets, named Help, TransactionRA, TransactionRP, Valid Methods, Code Values, Audit Protocols, and Coding Manual.

We have created 10 workbooks, one for each USEPA region. Each workbook contains reference tables for active criteria pollutant monitors for every reporting organization in the USEPA region. You need only one of the workbooks; the one appropriate to your USEPA region. More information about this can be found in Chapter 2 of this guide.

To fulfill the intent of providing you with a simple way to create precision and accuracy transactions, we have included the following capabilities:

- Lists of values for data entry are provided whenever practical. The lists of values provided for data entry are taken from the reference worksheets, which have been loaded with AQS data. The lists of values are presented in drop down menus, and are available for most fields, including Method, Units, and Sampling Duration.
- Descriptions of codes and monitors are provided by "right-clicking" the field in question. A date-picker (calendar) is available by right-clicking date fields.
- The P&A data you enter in the worksheet are validated prior to creation of transaction. The use of valid monitors, methods, durations, units, various code values, and acceptable observation values are checked. Feedback is provided to you, enabling error corrections. **Note:** The existence of corresponding raw data values is not checked, however.
- Help is provided for each field on each transaction by including the appropriate information from the AQS Data Coding Manual.
- A report can be generated for each transaction (as a Microsoft Word document). The generated report includes the % difference calculated value for each transaction, as well as a subset of the transaction fields.
- The ability to "toggle" between Tribal and non-tribal modes is included. In Tribal mode, monitors are identified using the Tribal code in place of the State + County code.

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- The use of Excel is considered to provide a user-friendly aspect to this application. Because this application is an Excel file, you can create multiple copies of the file, move it to different directories, and also use the many built-in capabilities provided by the Excel program.

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2. Set up

Setting up this application consists of copying the appropriate file to your hard drive. Following this, you may also choose to run the **Set Up Screening Group** utility from the Help worksheet to include only the monitors in one screening group.

Copy the file

Log onto USEPA's Technology Transfer Network (TTN), go to the AQS page, and then go to the "Precision and Accuracy Data" page. The URL is:

http://www.epa.gov/ttn/airs/airsaqs/padata/padata.htm

Ten similar files have been "posted" on the TTN… one for each USEPA Region. Choose the file for the Region in which your agency resides. For example, if you are an agency in Region 1, then you would download the file named "AQSP&A RO1 v10.42.zip".

You must decide on a target drive and folder (directory) to download the file into. As a default suggestion, you could create a folder named "AQSP&A" on your hard drive. Then download the file from the TTN into this directory. You must then "unzip" the file. Be sure to unzip it, and then open the "unzipped" file. If you run the file from within WinZip or some other decompression utility program, the spreadsheet macros may not run properly.

Enable Macros

After unzipping the file, double click it to open it with Excel, or start Excel and then open the file from Excel. Because the file contains "macros', you must be sure that the security setting in Excel is set to let you run macros. If you do not get a prompt window to "Enable Macros" when the file is opening, then change the security setting in Excel.

To change the security setting in Excel, first close the AQSP&A file if open. Start Excel, and then from the Excel menu, choose Tools / Macro / Security. There are 3 settings (4 in Excel 2003 and higher), Low, Medium, and High. If security is set to High, you will not be able to run macros. In this case, change the level to "Medium". With this setting, Excel will prompt you every time you open a file; asking whether you want to enable macros, or not. You can still choose to disable macros when opening other Excel files.

Once you have opened the file from Excel and "Enabled Macros", you will see the Help worksheet.

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Set Up Screening Group

- The Help worksheet contains a green button labeled "Set Up Screening Group". This button runs a procedure that prompts you for your screening group, and then deletes all of the extraneous data for other screening groups from the look up worksheets (Valid Methods and Code Values) in the workbook. This helps ensure that you build transactions only for the monitors belonging to your screening group. You only need to run this utility one time.
- The "Set Up Screening Group" button does not have to be used. If you want all of the lookup data available for all agencies in the EPA Region, then ignore the "Set Up Screening Group" button.

Note about multiple screening groups

If you submit precision and accuracy data to AQS for more than one screening group, then you can create copies of the AQSP&A file with a different name for each screening group that you use. The AQSP&A files must have different names, of course, or else reside in different directories. Then run the Set Up Screening Group utility for each copy, and choose a different screening group for each copy.

Different versions of Excel

With AQSP&A versions 4.3 and later, version incompatibilities of Excel no longer create compile errors when first running the spreadsheet.

- However, if you run into problems, please give NADG a call so that we can address the problem in future releases. Our contact numbers are included in the back of this Users' Guide.

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3. Entering Data into AQSP&A

Creating input data transactions consists of entering values into the columns of two worksheets; TrnasactionRA or TransactionRP. For accuracy transactions (type RA), use the TransactionRA worksheet. For precision transactions, (type RP), use the TransactionRP worksheet.

Each transaction worksheet has a column header area that contains the names of the fields in the order in which they appear in the transaction format for that transaction type. To create a transaction, populate a row with appropriate values in each column. If you want to create multiple transactions, populate multiple rows with the required data. Mandatory fields have black column headings; optional fields have blue headings. Right clicking the heading will jump you to the field definition as contained in the AQS Coding manual.

Drop down lists are available for most fields. For fields that have a set of allowable codes or values, drop down lists will appear in each cell containing the allowable choices. The left mouse button is used to select the appropriate value from the list. In all cases, warnings are given if values not on the list are typed in; however you can proceed with those values if so desired. But if you generate a transaction with non-valid values, you will receive an error when attempting to load the transaction into AQS.

In cases where values are dependent upon other values, such as duration, units, and method, the drop down list of values will contain only the appropriate choices for the specific monitor. The most recently used method code will appear as the first value (at the top) of the method code drop down list.

To populate the monitor id fields, you can type the appropriate values into the monitor id columns (State – County – Site ID – Parameter – POC;
or Tribal Code-Site ID-Parameter-POC when you are in Tribal mode)

Another way to populate the monitor id fields is to use the "Look Up Monitor" button on the Excel menu. To add a monitor in this way, first select (left click) a cell in a blank row under one of the monitor id columns. Then click the "Look Up Monitor" button on the Excel menu. A procedure will run that asks you to first select a county code, or Tribal code in Tribal mode. When you select the code, a list of monitors is displayed in the dialogue window. You can then click on a monitor, and the monitor id will be filled in on the worksheet.

To quickly copy recurring monitor data (state-county-site-parameter-POC-precision/accuracy id-duration, units, and method) data from the last populated row to the next blank row, you can right click the first un-populated row following the data you have entered; and follow the prompts. This function can help speed up data input and reduce transcription errors.

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4. Using Lookups

In addition to the drop down list of values for selection, look ups are available for validating monitors and for displaying code descriptions. Look ups are performed by using the right mouse button.

After entering data, you can right-click the values for duration, units, or method to see a description of the code value. For example, right clicking on a unit code of "001" will display a message box with "UG/CU METER (25)".

If you enter values for the monitor id fields directly into the spreadsheet, rather than using the look up monitor function, you can check the validity of the monitor id by right-clicking any one of the monitor id fields you just populated. A message window will be displayed informing you whether or not the monitor exists on the reference worksheet (Valid Methods). The validation routines that run during transaction generation will also check for valid monitors as well.

> Note about using the mouse
>
> Because the right mouse button is used for look ups on the two transaction worksheets, the default right-click function menu will not appear. To perform those functions (e.g. cut/copy/paste), you will have to use the menu at the top of the worksheet.
>
> Important Note: If you use cut/copy/paste, always use paste special and paste only the values to prevent overwriting the specific cell validation formulas.

For the three date fields, a right click will open a pop-up calendar from which you can graphically choose the date. When picking dates for multiple records, the calendar's selected date will default to the last date picked, so that you do not have to toggle back through months when entering multiple records with older data.

For more information about validation, see the Help Worksheet in AQSP&A.

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5. Adding a new monitor or method to lookup worksheets

You may need to build a transaction for a monitor, or use a method, that is not included in the lookup worksheets. To provide for this possibility, a menu button labeled "Add New Monitor / Method" is provided. This procedure will present a form requiring you to enter the monitor, method, duration, and units for a new entry. After filling in the form, the appropriate lookup worksheets are updated with the new monitor or method. From then on the new values will be available in the drop down lists of values and the look ups in the transaction worksheets.

You may choose to use this button rather than downloading a newer version of AQSP&A if the lookup worksheets start to get "out of sync" with AQS.

Check our website for a newer version of AQSP&A, which will always include refreshed lookup tables. If a newer version is not yet available, then you may contact NADG, and we will send you a refreshed file. Additional pollutants can also be included.

6. Assigning and Revising Tribal Codes

Tribal codes are included as part of the monitor id when you are in Tribal mode (similar to AQS). These codes are included in the look up tables for monitors that have had raw, criteria data reported.

Tribal codes can be added or deleted using the Look Up Monitor menu item. When in Tribal mode, a couple of new buttons appear on the Look Up Monitor form that allow you to add or delete a Tribal code for a specific monitor.

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7. Generating a transaction file

The Generate Text File of Transactions button is used to create transactions for uploading via CDX to AQS for loading into the database. The button has 2 submenus… one choice creates a text file of transactions in the new vertical bar delimited format, and the other choice will generate an XML file of input transactions formed to comply with the AQS schema document version 2.

Select one or more rows on the transaction worksheet for generating transactions and then choose the transaction type to be generated by pressing the button "Generate Transactions", and choosing either AQS format or XML format from the submenu.

When selecting rows to create input transactions, you do not have to be precise regarding which columns you have selected. All of the appropriate columns will be used by the transaction generation procedure. The procedure will reselect all columns in rows with highlighted cells.

You will then be prompted for the path and file name for saving the text file, or xml file. To enable your PC to open the file in the application you normally use for text editing, you may want to add the appropriate file extension to the name (e.g. ".txt" or ".xml").

Edit checks are performed for mandatory fields, values within ranges, max values, and percent differences. For certain fields, the errors are highlighted with red text. Message boxes are used to inform you of the condition generating the error. When an error is encountered, you can choose to continue file generation, or to stop file generation and return to the field in error to fix the value. If you choose to generate the file with errors, you can also choose to receive an error report. After file generation, the rows for which you generated the text file are set to a gray background as a reminder to you. The error report will refer to transaction lines produced in the generated AQS format transaction text file – not the xml format file. You can generate both transaction formats if you want to use the error report when submitting xml format.

Tribal codes will be used when in Tribal mode, or State-County codes if not in Tribal mode.

Separate files must be generated for each transaction type. You can append them together later after they have been created, but AQSP&A will not generate both transaction types in one file.

You may want to develop a file naming convention, and use certain directories, to stay organized and provide some audit trail capabilities.

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8. Creating a Report

Some limited reporting capability is available. A "Create Report" menu choice allows you to create a report as a Microsoft Word document for the rows selected on either of the 2 transaction worksheets. The main benefit of running the reports is that you will be able to see the calculated percent differences for each transaction. Errors will be flagged with red text. So although the complete statistical summarization is not performed, one of the key indicators (the percent difference) is provided as a tool. (Note that % difference checks are also included in the validation routines when you generate a text transaction file).

Reports can be generated for one transaction type at a time. Not all fields are included on the reports in order to make the report easier to print (and read).

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9. Tips for using Excel

Various tips to help with using this workbook:

- You can hide look up sheets, and unhide them, as desired. The coding manual worksheet must not be hidden if you want to access it via right clicking the field names.

- You should always use Paste – Special when copying and pasting. Choose Paste Values only; this will keep the cells' data validation formulae in place for the selected cells.

- Deleting rows on the transaction spreadsheets is OK. The data validations are still in place.

- You can use Excel filters and sorting if helpful.

- The default "right-click" menu of commands is not active on the worksheets (cut, copy, paste, insert, delete, clear, format, etc.), because the right click event is used for providing look ups. You can still perform these functions by using the Excel menu, or shortcut keys (Cntl A, Cntl C, Cntl X, Cntl V).

- If you do not use the "Set Up Screening Group" button, all of the active criteria monitors in the USEPA Region will remain on the look up worksheets. You can use the application in this way, but you must remember which monitors are appropriate for the screening group you will use to submit data input transactions.

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10. How do I get the generated transactions into AQS?

- After you have generated one or several transaction files using AQSP&A, you are ready to load them into AQS.

  1. The first step is to log into USEPA's Central Data Exchange (or CDX for short). The CDX home page can be accessed from the AQS TTN Website at the following address:

     http://www.epa.gov/ttn/airs/airsaqs/aqsweb/

  2. After logging into CDX, you will see a menu with the option:

     AQS: Air Quality System - File Transfer

     Clicking on the link will open up a dialog box allowing you to select the files on your hard drive that you want to upload to CDX.

  3. After selecting the file(s) and uploading them, you can log on to AQS, and navigate to the batch load screen. You will see them listed as ready for loading; they have been sent by CDX to the AQS application automatically and are ready for loading.

  4. A few notes:

     - Use Internet Explorer as your browser.
     - You may have to install ActiveX objects the first time you try to upload files to CDX. You will have to allow pop-ups (this is true for AQS as well)
     - There is a CDX helpline as well as an AQS helpline. Use the AQS helpline for any questions, including CDX questions.

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11. Miscellaneous Information

The lookup tables referred to throughout this user guide are the data on the sheets called Valid Methods, Code Values, and Audit Protocols. These sheets contain downloads of data from various queries against the AQS data base that are refreshed as needed. The selection logic used to create the list of monitors includes the following:

- Monitors for the following parameters:
  11101,12128,14128,14129,42101,42401,42600,42601,42602,42603,44201,81102,85101
  85128,85129,88101,88500,88501,88502,88503

  met parms
  61101,61102,61103,61104,61105,61106,61107,61109,61110,61111,61112,61120,61202
  61301,61302,62101,62102,62103,62104,62105,62106,62108,62201,62604,63101,6330163302,
  63303,63304,63305,64101,65101,65102,65103,66101

- The monitors must be active (sampling end date not null).

- The monitors must be owned by screening groups in the USEPA Region that the AQSP&A file is named for, as follows:

  Screening Groups by Region

  These are screening group numbers (not agency ids).

  Region 1

  26,27,28,29,45,55,68,70,78,88,94,157,158,164,172,201,204,207,234

  Region 2

  79,81,101,102,112,155,286

  Region 3

  35,36,56,57,69,87,95,97,113,159,160,169,187

  Region 4

  2,3,33,34,37,38,39,41,49,58,59,66,73,82,89,91,114,129,130,145,147,162,197,249

  Region 5

  30,40,46,62,63,71,72,84,98,122,202

  Region 6

  52,67,80,85,92,115,131,132,133,134,135,136,137,138,150,151,174,208,242

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Region 7

24,25,47,64,65,74,76,200,203,243,244,289

Region 8

48,54,75,83,90,93,99,139,175,176,177,178,179,180,181,182,183,186,188

Region 9

4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,31,32,51,53,60,77,100,116,120,124,125,126,127,128,140,141,142,143,144,156,166,167,171,196,198,205,226,227,230,236,237,239,245,250,251,252,253,254,255,256,257,258,288,290

Region 10

50,61,86,96,117,161,163,165,168,173,185

- New Audit Level Ranges

The current accuracy audit level ranges are as follows (since January 2007):
The audit levels selected should represent or bracket 80 percent of ambient concentrations measured by the analyzer being evaluated:

Audit Level	Concentration Range (ppm)			
	O_3	**SO_2**	**NO_2**	**CO**
1	0.02-0.05	0.0003-0.005	0.0002-0.002	0.08-0.10
2	0.06-0.10	0.006-0.01	0.003-0.005	0.50-1.00
3	0.11-0.20	0.02-0.10	0.006-0.10	1.50-4.00
4	0.21-0.30	0.11-0.40	0.11-0.30	5-15
5	0.31-0.90	.41-0.90	0.31-0.60	20-50

- Use of collocated data pairs:
  At low concentrations, agreement between the measurements of collocated samplers, expressed as relative percent difference or percent difference, may be relatively poor. For this reason, collocated measurement pairs are selected for use in the precision and bias calculations only when both measurements are equal to

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or above the following limits:

(1) TSP: 20 µg/m3.
(2) Pb: 0.15 µg/m3.
(3) PM10 (Hi-Vol): 15 µg/m3.
(4) PM10 (Lo-Vol): 3 µg/m3.
(5) PM10-2.5 and PM2.5: 3 µg/m3.

- Reporting Requirements:

A button entitled "EPA's QA Requirements" has been added to the Help worksheet. When clicked, this button will display Table A2 from Appendix A of 40 CFR Part 58. This table defines the quality assessments you should perform, and those that must be reported to AQS. We have included the transaction type you must use to report each assessment, and whether it is required reporting or not. We have also included the parameter codes of the pollutants referenced in each assessment description.

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12. Help

About Application Help

Application Help is included in the workbook as a worksheet. The help menu item and F1 key will provide Excel help only.

Data Questions

Right click the column headings on the TransactionRA and TransactionRP worksheets to see the coding manual information for each field. You can also get a copy of the data input formats from NADG's AQS website (http://www.epa.gov/ttn/airs/airsaqs/index.htm). Look under Manuals and Guides for Input Transaction Formats, Data Coding Manual, and Data Dictionary. Also, the AQS Helpline is available to help you get answers to your questions.

Contact:

Bill Frietsche	(919) 541-5451	frietsche.bill@epa.gov
AQS Help Line	1-866-411-4EPA (1-866-411-4372)	

****

Thank you for providing data to AQS!

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LDEQ PERFORMANCE AUDIT SUMMARY REPORT

June 18-20, 2019

Site Information								
Site:	**Hammond**	**Addis**	**Baker**	**Capitol**	**Convent**	**Dutchtown**	**French Settlement**	**North Baton Rouge**
AQS Site Code:	221050001	221210002	220330014	220330009	220930002	220050004	220630002	220330015
Parish:	Tangipahoa	West Baton Rouge	East Baton Rouge	East Baton Rouge	St. James	Livingston	Livingston	East Baton Rouge
Date of the Audit:	6/18/2019	6/19/2019	6/18/2019	6/18/2019	June 20, 2019	June 19, 2019	June 19, 2019	June 18, 2019
Auditor(s):	Marty Hale	Marty Hale	Marty Hale	Marty Hale	Marty Hale	Marty Hale	Marty Hale	Marty Hale
Performance Audit Results (Pass/Fail):								
Oxides of Nitrogen (NO_X)								
NO_x	----	----	----	----	----	Pass	Pass	----
NO						Pass	Pass	
NO_2						Pass	Pass	
Converter Efficiency						Pass	Pass	
SO_2	----	Pass	----	----	----	----	----	Pass
Carbon Monoxide	----	----	----	Pass	----	----	----	----
Ozone	----	----	----	Pass	Pass	Pass	----	----
$PM_{2.5}$ (FRM)								
Ambient Temperature	Pass	----	----	----	----	----	----	----
Leak Check	Pass							
Filter Temperature	Pass							
Barometric Pressure	Pass							
Compartment Temperature	Pass							
Flow Rate (15.0 LPM)	Pass							
Flow Rate (16.7 LPM)	Pass							
Flow Rate (18.4 LPM)	Pass							
$PM_{2.5}$ (FRM) Collocated								
Ambient Temperature	Pass	----	----	----	----	----	----	----
Leak Check	Pass							
Filter Temperature	Pass							
Barometric Pressure	Pass							
Compartment Temperature	Pass							
Flow Rate (15.0 LPM)	Pass							
Flow Rate (16.7 LPM)	Pass							
Flow Rate (18.4 LPM)	Pass							
$PM_{2.5}$ (BAM Coarse)								
Leak Check	----	----	----	Pass	----	----	----	----
Ambient Temperature				Pass				
Barometric Pressure				Pass				
Flow Rate				Pass				
Clock/Timer Verification				Pass				
PM_{10} (BAM)								
Leak Check	----	----	----	Pass	----	----	----	----
Ambient Temperature				Pass				
Barometric Pressure				Pass				
Flow Rate				**Fail**				
Clock/Timer Verification				Pass				
Speciation Sampler (Met One)								
Leak Check	----	----	----	Pass	----	----	----	----
Ambient Temperature				Pass				
Barometric Pressure				Pass				
Flow Rate				Pass				
Carbonyl Sampler (URG)								
Leak Check	----	----	----	Pass	----	----	----	----
Flow Rate				Pass				
TSP	----	----	Pass	----	----	----	----	----
$PM_{2.5}$ (TEOM)								
Leak Check (Main Flow)	----	----	----	----	----	----	Pass	----
Leak Check (Aux Flow)							Pass	
Main Flow Rate							Pass	
Aux Flow Rate							Pass	
Total Flow Rate							Pass	
Ambient Temperature							Pass	
Barometric Pressure							Pass	
Mass Transducer (K_0 Constant)							Pass	

Current Corrective Action Reports (CARs):

CAR No.	Identified Parameter/System	Problem Description
MH135	BAM PM_{10} at Capitol	All criteria for the BAM pm10 passed the audit with the exception of the flow rate with a 7.6% difference (16.7 LPM sampler vs 15.52 LPM audit).

CAR No.	Identified Parameter/System	Corrective Action Taken
MH135	BAM PM_{10} at Capitol	The site operator cleaned the BAM nozzle after finding debris in the nozzle that was poking small holes in the BAM tape. The sampler was then reaudited and found to be within audit specifications (1.3% flow difference, sampler vs. audit).

Statement of Limitations: This report is presented to Louisiana DEQ, and is intended to document the quality assurance audit results for the dates/sites indicated. The scope of services provided during this project may not be appropriate to satisfy the needs of other users, and any use or re-use of this document or the findings, conclusions, and data files referenced or contained herein are the sole risk of said user.

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: Hammond	Date: 6/18/19
AQS Site Code: 221050001	Parish/County: Tang. Pahoa
Auditor: Marty Hale	Site Operator: Linda Salande
Systems Audited: FRM primary, FRM colocated	

B. Audit Results

Description:

FRM primary (#20749) audited from 744-804 CST

Avg amb temp diff: 1.3°C
Avg filter temp diff: -0.8°C
Avg filter comp temp diff: 0.3°C
Leak √: 22 mmHg
Avg press diff: 3.5 mmHg

Sampler (LPM)	Audit (LPM)	% diff
14.95	15.06	-0.7%
16.65	16.88	-1.4%
18.38	18.73	-1.9%

FRM colocated (#20444) audited from 805-820 CST

Avg amb temp diff: 0.3°C
Avg filter temp diff: 0.3°C
Avg filter comp temp diff: 1.7°C
Avg press diff: 1.0 mmHg
Leak √: 24 mmHg

Sampler (LPM)	Audit (LPM)	% diff
15.00	15.17	-1.1%
16.66	16.87	-1.2%
18.40	18.62	-1.2%

Auditor Marty Hale **Site Operator** Linda Salande

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R&P PARTICULATE MATTER ($PM_{2.5}$) SAMPLER
PERFORMANCE AUDIT DATA

SITE NAME:	Hammond -- AQS Site Code: 221050001	**PARISH:**	Tangipahoa Parish
AQS Site Code:	221050001	**SAMPLER ID:**	R&P
DATE:	June 18, 2019	**Model Number:**	2025
TIME:	744 - 804 CST	**Serial Number:**	20749

TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)		Audit Sensor Temperature (T_a) (°C)		Temperature Difference[1] (Sampler - Audit) (°C)	
Ambient	**Filter**	**Ambient**	**Filter**	**Ambient**	**Filter**
28.5	30.7	27.1	31.7	1.4	-1.0
28.4	30.6	27.0	31.5	1.4	-0.9
28.3	30.7	27.1	31.3	1.2	-0.6

1. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[2] (Sampler - Audit) (mm Hg)
762.0	758.5	3.5
762.0	758.5	3.5
762.0	758.5	3.5

2. Acceptance Criteria: ± 10.0 mm Hg

COMPARTMENT TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[3] (Sampler - Audit) (°C)
37.1	36.6	0.5
36.7	36.5	0.2
36.5	36.3	0.2

3. Acceptance Criteria: ± 2.0 °C

FLOW RATE AND LEAK CHECK AUDIT DATA

External Leak Check[4]: 22.0 mm Hg
4. Acceptance Criteria < 25 mm Hg

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Sampler Indicated Flow Rate (LPM)	Audit Flow Rate (Q_a) (LPM)	Percent Difference[5] (Sampler vs. Audit)	Percent Difference[6] (Audit vs. Design)
14.95	15.06	-0.7%	0.4%
16.65	16.88	-1.4%	1.3%
18.38	18.73	-1.9%	1.8%

5. Acceptance Criteria: ± 4.0%
6. Acceptance Criteria: ± 5.0%

AUDITOR: Marty Hale

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R&P PARTICULATE MATTER ($PM_{2.5}$) COLOCATED SAMPLER PERFORMANCE AUDIT DATA

SITE NAME:	Hammond -- AQS Site Code: 221050001	**PARISH:**	Tangipahoa Parish
AQS Site Code:	221050001	**SAMPLER ID:**	Thermo
DATE:	June 18, 2019	**Model Number:**	2025i
TIME:	805 - 820 CST	**Serial Number:**	20444

TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)		Audit Sensor Temperature (T_a) (°C)		Temperature Difference[1] (Sampler - Audit) (°C)	
Ambient	**Filter**	**Ambient**	**Filter**	**Ambient**	**Filter**
28.1	28.8	27.8	29.2	0.3	-0.4
27.9	28.7	27.6	29.1	0.3	-0.4
27.9	28.8	27.7	29.0	0.2	-0.2

1. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[2] (Sampler - Audit) (mm Hg)
758.0	759.0	-1.0
758.0	759.0	-1.0
758.0	759.0	-1.0

2. Acceptance Criteria: ± 10.0 mm Hg

COMPARTMENT TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[3] (Sampler - Audit) (°C)
31.5	29.8	1.7
31.6	29.9	1.7
31.6	29.9	1.7

3. Acceptance Criteria: ± 2.0 °C

FLOW RATE AND LEAK CHECK AUDIT DATA

External Leak Check[4] 24.0 mm Hg

4. Acceptance Criteria < 25 mm Hg

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Sampler Indicated Flow Rate (LPM)	Audit Flow Rate (Q_a) (LPM)	Percent Difference[5] (Sampler vs. Audit)	Percent Difference[6] (Audit vs. Design)
15.00	15.17	-1.1%	1.1%
16.66	16.87	-1.2%	1.2%
18.40	18.62	-1.2%	1.2%

5. Acceptance Criteria: ± 4.0%

6. Acceptance Criteria: ± 5.0%

AUDITOR: Marty Hale

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: Addis	Date: 6/19/19
AQS Site Code: 221210002	Parish/County: West Baton Rouge
Auditor: Marty Hale	Site Operator: Wendy Trunch
Systems Audited: SO_2	

B. Audit Results

Description: SO_2 (#2542) audited from 656-833CST

SO_2 input (ppb)	SO_2 response (ppb)	% diff
0	0.1	NA
2.9	3.3	13.8%
7.5	8.5	13.3%
18.7	20.9	11.8%
44	49	10.9%
87	97	11.5%

Auditor Martha C Hale Site Operator Wendy Trunch

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SULFUR DIOXIDE
PERFORMANCE AUDIT DATA

Site ID: Addis -- AQS Site Code 221210002
Date: June 19, 2019
Time: 656 - 833 CST
ANALYZER ID: API T100
Serial No. 2542
Range 0.0 - 0.2 ppm

CALIBRATOR: Sabio
Serial Number: 2850105
GAS STANDARD: JB03979
Concentration 5.1 (ppm SO2)
Expiration May 26, 2020
AIR SOURCE: Sabio 2020

SO_2 AUDIT DATA

CALIBRATOR FLOW RATES				SO_2 Input (ppm-v)	SO_2 Response (ppm-v)	Percent Difference[1] (Response vs. Input)
Source Gas		Diluent Air				
(cc/min)	(setting)	(cc/min)	(setting)			
0.00	**Off**	4844	**5000**	*0.000*	0.0001	
4.76	**5.00**	8238	**8500**	*0.0029*	0.0033	13.8%
5.72	**6.00**	3874	**4000**	*0.0075*	0.0085	13.3%
14.37	**15.00**	3874	**4000**	*0.0187*	0.0209	11.8%
33.61	**35.00**	3874	**4000**	*0.044*	0.049	10.9%
67.26	**70.00**	3874	**4000**	*0.087*	0.097	11.5%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

SO_2 Analyzer Regression Data:

Slope: 1.11286
Intercept: 0.00007
Correlation: 0.99999

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AUDITOR: Marty Hale

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: Baker	Date: 6/18/19
AQS Site Code: 220330014	Parish/County: East Baton Rouge
Auditor: Marty Hale	Site Operator: Hien Tran
Systems Audited: TSP	

B. Audit Results

Description: TSP audited from 1310-1330 CST

Pressure: 757 mm Hg
Temperature: 35°C
pressure ratio: 0.9528

Audit pressure drop ("H_2O)	Stagnation pressure ("H_2O)	Audit Flow Qa (m^3/min)	Sampler flow (Actual m^3/min)	% diff	Design % diff
3.40	19.1	1.227	1.252	20%	8.6%

Auditor Martha L. Hale **Site Operator** Hien Tran

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TOTAL SUSPENDED PARTICULATES / VOLUMETRIC FLOW CONTROL (VFC) PERFORMANCE AUDIT DATA

Site ID:	Baker TSP Satellite -- AQS Site Code 220330014	**Audit Device:**	Variable Orifice		
Date:	June 18, 2019	**Serial #:**	F321		
Time:	1310 - 1330 CST	**Q_a Slope:**	0.96966	**Q_s Slope:**	1.54852
Pressure (mm Hg):	757.0	**Q_a Intercept:**	-0.01372	**Q_s Intercept:**	-0.02212
Temperature (F):	95.0	**Q_a Correlation:**	0.99997	**Q_s Correlation:**	0.99997
Temperature (C):	35.0	**Certification Expiration Date:**	December 10, 2019		
Ambient Air Correction Factor:	0.96371				

TSP AUDIT DATA - Actual Conditions

Sampler ID#	Audit Pressure Drop ("H_2O)	Stagnation Pressure ("H_2O)	Audit Flow Q_a (m^3/min)	Sampler Flow$_1$ (actual) (m^3/min)	Audit % Difference$_2$	Design % Difference$_3$
1	3.40	19.1	1.227	1.252	2.0%	8.6%

1. *From Sampler Look-Up Table*
2. *Acceptance Criteria: ±7%*
3. *Acceptance Criteria: ±10%*

TSP AUDIT DATA - Standard Conditions

Sampler ID#	Audit Pressure Drop ("H_2O)	Stagnation Pressure ("H_2O)	Audit Flow Q_{std} (m^3/min)	Sampler Flow (std) (m^3/min)
1	3.40	19.1	1.183	1.207

SAMPLER CALIBRATION DATA

Sampler ID#	Pressure Ratio (mmHg)	Calibration Date	Sampler Slope	Sampler Intercept	Sampler Correlation
1	0.9528	Values Taken From Lookup Table			

Equations:

*Audit Flow (Q_a) = (√(Audit Pressure Drop * ((Temp °C + 273) / Pressure)) - Q_a Intercept) / Q_a Slope*

*Audit Flow (Q_{std}) = (√(Audit Pressure Drop * (298 / (Temp °C + 273)) * (Pressure / 760)) - Q_{std} Intercept) / Q_{std} Slope*

*Sampler Flow (standard) = Sampler Flow (actual - from look-up table) * (298 / (Temp °C + 273)) * (Pressure / 760)*

*Pressure Ratio = (Pressure - (Stagnation Pressure * 1.87)) / Pressure*

*Ambient Air Correction Factor = (Pressure / 760) * (298 / (Temp °C + 273))*

AUDITOR: Marty Hale

Notes:

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: Capitol	Date: 6/18/19
AQS Site Code: 220330009	Parish/County: East Baton Rouge
Auditor: Marty Hale	Site Operator: Cory Parent
Systems Audited: O_3, CO, BAM pm2.5/coarse, BAM pm10, SASS, URG	

B. Audit Results

Description: (#N6602)
BAM coarse/pm2.5 audited from 1020-1048 CST

	Sampler (LPM)	Audit (LPM)	% diff
Q_A	16.70	16.77	-0.4%
Qstd	16.39	16.48	-0.9%

Avg temp diff: 1.3°C
Avg press diff: 0.5 mm Hg
Leak ✓: 0.50 LPM
clock: BAM 112 sec. behind datalogger.

O_3 (# 3879) audited from 1004-1127 CST

O_3 input (ppb)	O_3 response (ppb)	% diff
0	0.6	NA
17.5	16.5	-5.7%
49	46	-6.1%
81	76	-6.2%
178	167	-6.5%

CO (# 19371) audited from 1024-1127 CST

CO input (ppm)	CO response (ppm)	% diff
0	0.02	NA
0.193	0.180	-6.7%
0.844	0.867	2.7%
2.861	2.940	2.8%
5.931	6.07	2.3%
9.426	9.575	1.6%

BAM pm10 (# J3780) audited from 1020-1048 CST
Avg temp diff: 1.5°C
Avg press. diff: 0.5 mm Hg
Leak: 0.8 LPM
clock: BAM is 115 sec. behind datalogger

Initial flows

	Sampler (LPM)	Audit (LPM)	% diff
Q_A	16.70	15.52	7.6%
Qstd	16.33	15.27	6.9%

SASS (# X12193) audited from 1128-1145 CST

location	sampler (LPM)	Audit (LPM)	flow % diff	temp diff
1	6.7	6.64	0.9%	-0.9°C
2	6.7	6.61	1.4%	-1.5°C
5	6.7	6.71	-0.1%	-1.1°C
6	6.6	6.59	0.2%	-1.0°C

All leak checks: 0.0 LPM clock: exact
Avg temp diff: -1.2°C
Avg press diff: 0.5 mm Hg

Site operator cleared BAM nozzle. Audit results after cleaning:

	Sampler (LPM)	Audit (LPM)	% diff
Q_A	16.60	16.38	1.3%
Qstd	16.23	16.03	1.2%

URG (# 3NB1391) audited from 1105-1130 CST
Leak ✓: 44 mm Hg
Amb temp diff: 1.0°C
Press diff: -1.5 mm Hg
clock: URG 1 min behind site computer

station flow (LPM)	Audit flow (LPM)	% diff
22.1	21.9	0.8%

Auditor Marty C. Hale **Site Operator** Cory Parent

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OZONE
PERFORMANCE AUDIT DATA

SITE NAME: Capitol -- AQS Site Code: 220330009
DATE: June 18, 2019
TIME: 1004 - 1127 CST
ANALYZER ID: API T400
Serial Number: 3879
Range: 0.0 - 0.2 ppm

TRANSFER STD: Sutron
Serial Number: 18500916
Cert. Expiration: July 31, 2019
Std. Slope: 1.003
Std. Intercept: -0.0007
Air Source: Sutron

O_3 AUDIT DATA

Ozone Generator Setting (ppm-v)	Average Transfer Standard Response (ppm-v)	O_3 Input (ppm-v)	O_3 Response (ppm-v)	Percent Difference[1] (Response vs. Input)
Off	0.003	*0.000*	0.0006	
0.020	0.021	*0.0175*	0.0165	-5.7%
0.050	0.052	*0.049*	0.046	-6.1%
0.080	0.084	*0.081*	0.076	-6.2%
0.180	0.181	*0.178*	0.167	-6.5%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

O_3 Analyzer Regression Data:

Slope: 0.93315
Intercept: 0.00037
Correlation: 1.00000

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AUDITOR: Marty Hale

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CARBON MONOXIDE
PERFORMANCE AUDIT DATA

Site ID: Capitol -- AQS Site Code: 220330009
Date: June 18, 2019
Time: 1004 - 1127 CST
ANALYZER ID: Thermo 48i-TLE
Serial No. 19371
Range 0.0 - 5.0 ppm

CALIBRATOR: Sabio
Serial Number: 2850105
GAS STANDARD: JB03979
Concentration 507.0 (ppm CO)
Expiration 5/26/2020
AIR SOURCE: Teledyne 751H

CO AUDIT DATA

CALIBRATOR FLOW RATES				CO Input (ppm-v)	CO Response (ppm-v)	Percent Difference[1] (Response vs. Input)
Source Gas		Diluent Air				
(cc/min)	(setting)	(cc/min)	(setting)			
0.00	**Off**	5072	**5000**	*0.000*	0.020	
3.29	**3.00**	8623	**8500**	*0.193*	0.180	-6.7%
14.37	**15.00**	8623	**8500**	*0.844*	0.867	2.7%
23.03	**24.00**	4058	**4000**	*2.861*	2.940	2.8%
48.03	**50.00**	4058	**4000**	*5.931*	6.070	2.3%
76.88	**80.00**	4058	**4000**	*9.426*	9.575	1.6%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 0.031 ppm for audit levels 1&2

CO Analyzer Regression Data:

Slope: 1.02339
Intercept: 0.00362
Correlation: 0.99998

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AUDITOR: Marty Hale

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BAM-1020 PARTICULATE MATTER MONITOR (COARSE)
PERFORMANCE AUDIT DATA

SITE NAME: Capitol -- AQS Site Code: 220330009
AQS Site Code: 220330009
DATE: June 18, 2019
TIME: 1020 - 1048 CST

PARISH: East Baton Rouge Parish
SAMPLER ID: BAM
Model Number: 1020
Serial Number: N6602
Analyte (PM_{10}/$PM_{2.5}$) Coarse (PM2.5 Measurement)

FLOW RATE AND LEAK CHECK AUDIT DATA

Leak Check[1]: 0.50 LPM

1. Acceptance Criteria: < 1.0 LPM

Clock/Timer Verification[2]:
BAM-1020 : 10:38:30
Datalogger : 10:40:38

2. Acceptance Criteria: within 150 sec. of each other

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Sampler Indicated Flow Rate (LPM)		Audit Flow Rate (Q) (LPM)		Percent Difference[3] (Sampler vs. Audit)	Percent Difference[4] (Audit vs. Design)
$Flow\ Rate_{actual}$	16.70	$Flow\ Rate_{actual}$ (Q_a)	16.77	-0.4%	0.6%
$Flow\ Rate_{standard}$	16.33	$Flow\ Rate_{standard}$ (Q_{std})	16.48	-0.9%	1.0%

3. Acceptance Criteria: ± 4.0%

4. Acceptance Criteria: ± 5.0%

TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[5] (Sampler - Audit) (°C)
31.2	29.6	1.6
31.2	29.5	1.7
29.7	29.0	0.7

5. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[6] (Sampler - Audit) (mm Hg)
759.0	758.5	0.5
759.0	758.5	0.5
759.0	758.5	0.5

6. Acceptance Criteria: ± 10.0 mm Hg

AUDITOR: Marty Hale

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*Sampler Indicated Flow Rate @standard conditions = Actual Sampler Flow $_{(displayed\ as\ Qactual)}$ * (298 / (Temp °C + 273)) * (Pressure / 760mmHg)*

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BAM-1020 PARTICULATE MATTER MONITOR
PERFORMANCE AUDIT DATA

SITE NAME: Capitol -- AQS Site Code: 220330009
AQS Site Code: 220330009
DATE: June 18, 2019
TIME: 1020 - 1048 CST

PARISH: East Baton Rouge Parish
SAMPLER ID: BAM
Model Number: 1020
Serial Number: J3780
Analyte (PM_{10}/$PM_{2.5}$) PM10

FLOW RATE AND LEAK CHECK AUDIT DATA

Leak Check[1]: 0.80 LPM
1. Acceptance Criteria: < 1.0 LPM

Clock/Timer Verification[2]:
BAM-1020 : 10:36:05
Datalogger : 10:38:00
2. Acceptance Criteria: within 150 sec. of each other

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Sampler Indicated Flow Rate (LPM)		Audit Flow Rate (Q) (LPM)		Percent Difference[3] (Sampler vs. Audit)	Percent Difference[4] (Audit vs. Design)
$Flow\ Rate_{actual}$	16.70	$Flow\ Rate_{actual}$ (Q_a)	15.52	7.6%	-6.9%
$Flow\ Rate_{standard}$	16.33	$Flow\ Rate_{standard}$ (Q_{std})	15.27	6.9%	-6.0%

3. Acceptance Criteria: ± 4.0%
4. Acceptance Criteria: ± 5.0%

TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[5] (Sampler - Audit) (°C)
31.4	29.6	1.8
31.3	29.5	1.8
30.0	29.0	1.0

5. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[6] (Sampler - Audit) (mm Hg)
759.0	758.5	0.5
759.0	758.5	0.5
759.0	758.5	0.5

6. Acceptance Criteria: ± 10.0 mm Hg

AUDITOR: Marty Hale

*Sampler Indicated Flow Rate @standard conditions = Actual Sampler Flow $_{(displayed\ as\ Qactual)}$ * (298 / (Temp °C + 273)) * (Pressure / 760mmHg)*

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BAM-1020 PARTICULATE MATTER MONITOR
PERFORMANCE AUDIT DATA

SITE NAME: Capitol -- AQS Site Code: 220330009
AQS Site Code: 220330009
DATE: June 18, 2019
TIME: 1020 - 1048 CST

PARISH: East Baton Rouge Parish
SAMPLER ID: BAM
Model Number: 1020
Serial Number: J3780
Analyte (PM_{10}/$PM_{2.5}$) PM10

FLOW RATE AND LEAK CHECK AUDIT DATA

Leak Check[1]: 0.80 LPM
1. Acceptance Criteria: < 1.0 LPM

Clock/Timer Verification[2]:
BAM-1020 : 10:36:05
Datalogger : 10:38:00
2. Acceptance Criteria: within 150 sec. of each other

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Sampler Indicated Flow Rate (LPM)		Audit Flow Rate (Q) (LPM)		Percent Difference[3] (Sampler vs. Audit)	Percent Difference[4] (Audit vs. Design)
$Flow\ Rate_{actual}$	16.60	$Flow\ Rate_{actual}$ (Q_a)	16.38	1.3%	-1.7%
$Flow\ Rate_{standard}$	16.23	$Flow\ Rate_{standard}$ (Q_{std})	16.03	1.2%	-1.6%

3. Acceptance Criteria: ± 4.0%
4. Acceptance Criteria: ± 5.0%

TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[5] (Sampler - Audit) (°C)
31.4	29.6	1.8
31.3	29.5	1.8
30.0	29.0	1.0

5. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[6] (Sampler - Audit) (mm Hg)
759.0	758.5	0.5
759.0	758.5	0.5
759.0	758.5	0.5

6. Acceptance Criteria: ± 10.0 mm Hg

AUDITOR: Marty Hale

*Sampler Indicated Flow Rate @standard conditions = Actual Sampler Flow $_{(displayed\ as\ Qactual)}$ * (298 / (Temp °C + 273)) * (Pressure / 760mmHg)*

Notes: Results after the site operator cleaned the BAM nozzle after finding debris in the nozzle that was poking small holes in the BAM tape

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SASS SAMPLER
PERFORMANCE AUDIT DATA

SITE NAME:	Capitol -- AQS Site Code: 220330009	**PARISH:**	East Baton Rouge Parish
AQS Site Code:	220330009	**SAMPLER ID:**	SASS
DATE:	June 18, 2019	**Model Number:**	SASS
TIME:	1128 - 1145 CST	**Serial Number:**	X12193

Clock Verification	
Clock/Timer Verification[1]: Enter in format hh:mm:ss	
SASS :	11:45:00
Datalogger :	11:45:00

1. Acceptance Criteria: within 5min. of each other

AMBIENT TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[2] (Sampler - Audit) (°C)
32.1	33.4	-1.3
32.2	33.3	-1.1

2. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[3] (Sampler - Audit) (mm Hg)
759.0	758.5	0.5
759.0	758.5	0.5

3. Acceptance Criteria: ± 10.0 mm Hg

FILTER TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Location	Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[4] (Sampler - Audit) (°C)
1	32.0	32.9	-0.9
2	31.5	33.0	-1.5
5	32.3	33.4	-1.1
6	32.9	33.9	-1.0

4. Acceptance Criteria: ± 2.0 °C

FLOW RATE AND LEAK CHECK AUDIT DATA

Leak Check[5]	0.0 mm Hg

5. Acceptance Criteria < 0.1 lpm

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Location	Sampler Indicated Flow Rate (LPM)	Audit Flow Rate (Q_a) (LPM)	Percent Difference[6] (Sampler vs. Audit)
1.00	6.70	6.64	0.9%
2.00	6.70	6.61	1.4%
5.00	6.70	6.71	-0.1%
6.00	6.60	6.59	0.2%

6. Acceptance Criteria: ± 10%

AUDITOR: Marty Hale

AECOM

Notes:

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CARBONYL (URG) SAMPLER
PERFORMANCE AUDIT DATA

SITE NAME:	Capitol -- AQS Site Code: 220330009	**PARISH:**	East Baton Rouge Parish
AQS Site Code:	220330009	**SAMPLER ID:**	URG
DATE:	June 18, 2019	**Serial Number:**	3NB1391
TIME:	1105 - 1130 CST		

Clock Verification	
Clock/Timer Verification: **Enter in format hh:mm:ss**	
URG :	11:23:00
Reference Std:	11:24:00
1. Acceptance Criteria: within 5min. of each other	

FLOW RATE AND LEAK CHECK AUDIT DATA

Leak Check 44 mmHg

2. Acceptance Criteria: <225mmHg pressure drop

Flow Rate Audit Device: Bios
Model Number: Defender 510 High Flow
Serial Number: 113285
Certification Expiration: November 13, 2019

Station Flow Rate (LPM)	Audit Flow Rate (LPM)	Percent Difference[3] (Sampler vs. Audit)
22.1	21.9	0.8%

3. Acceptance Criteria: ± 10.0%

AMBIENT TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[4] (Sampler - Audit) (°C)
32.7	31.7	1.0

4. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[5] (Sampler - Audit) (mm Hg)
757.0	758.5	-1.5

5. Acceptance Criteria: ± 10.0 mm Hg

AUDITOR: Marty Hale

AECOM

Notes:

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: Convent	Date: 6/20/19
AQS Site Code: 220930002	Parish/County: St. James
Auditor: Marty Hale	Site Operator: Mary Caldwell
Systems Audited: O_3	

B. Audit Results

Description: O_3 (#668) audited from 9:24 - 10:35 CST

O_3 input (ppb)	O_3 response (ppb)	% diff
0	-2.0	NA
14.1	15.3	8.5%
53	52	-1.9%
80	77	-3.5%
183	179	-2.5%

Auditor Marty C. Hale **Site Operator** Mary Caldwell

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OZONE
PERFORMANCE AUDIT DATA

SITE NAME: Convent -- AQS Site Code: 220930002
DATE: June 20, 2019
TIME: 924 - 1035 CST
ANALYZER ID: API T400
Serial Number: 668
Range: 0.0 - 0.2 ppm

TRANSFER STD: Sutron
Serial Number: 10800916
Cert. Expiration: July 31, 2019
Std. Slope: 1.003
Std. Intercept: -0.0007
Air Source: Sutron

O_3 AUDIT DATA

Ozone Generator Setting (ppm-v)	Average Transfer Standard Response (ppm-v)	O_3 Input (ppm-v)	O_3 Response (ppm-v)	Percent Difference[1] (Response vs. Input)
Off	0.002	*0.000*	-0.002	
0.020	0.017	*0.0141*	0.0153	8.5%
0.050	0.056	*0.053*	0.052	-1.9%
0.080	0.082	*0.080*	0.077	-3.5%
0.180	0.186	*0.183*	0.179	-2.5%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

O_3 Analyzer Regression Data:

Slope: 0.97712
Intercept: -0.00031
Correlation: 0.99983

AUDITOR: Marty Hale

Notes:

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: Dutchtown	Date: 6/19/19
AQS Site Code: 220050004	Parish/County: Ascension
Auditor: Marty Hale	Site Operator: Mary Caldwell
Systems Audited: NO_x, O_3	

B. Audit Results

Description: NO_x (#1170250006) audited from 1327-1515 CST

NO/NO_x input (ppb)	NO_x response (ppb)	NO response (ppb)	NO_x % diff	NO % diff
0	0	0	NA	NA
29.3	29.1	29.0	-0.7%	-1.0%
68.4	67.1	67.2	-1.9%	-1.8%
117	115	116	-2.1%	-1.5%
151	148	149	-2.3%	-1.7%
190	186	187	-2.3%	-1.7%

NO_2 input (ppb)	NO_2 response (ppb)	NO_2 % diff
0	0	NA
4.8	5.0	3.2%
30.6	30.2	-1.2%
63	62	-1.8%
105	103	-1.7%

NO_2 converter efficiency: 101.0%

O_3 (#681) audited from 1327-1515 CST

O_3 input (ppb)	O_3 response (ppb)	% diff
0	0.3	NA
16.0	16.7	4.4%
49	48	-1.6%
79	78	-1.9%
177	173	-2.5%

Auditor Marty C Hale **Site Operator** Mary Caldwell

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OXIDES OF NITROGEN
PERFORMANCE AUDIT DATA

Site ID: Dutchtown -- AQS Site Code: 220050004
Date: June 19, 2019
Time: 1327 - 1515 CST
ANALYZER ID: TECO 42I
Serial No. 1170250006
Range 0.0 - 0.2 ppm

CALIBRATOR: Sabio
Serial Number: 2850105
GAS CYLINDER NO: JB04136
Concentration 19.8 (ppm NOx/NO)
Expiration May 31, 2020
Air Source: Teledyne 751H

NO_X / NO AUDIT DATA

CALIBRATOR FLOW RATES				NO_X / NO Input (ppm-v)	RESPONSE		Percent Difference[1] (Response vs. Input)	
Source Gas		Diluent Air			NO_X (ppm-v)	NO (ppm-v)	NO_X	NO
(cc/min)	(setting)	(cc/min)	(setting)					
0.00	Off	4844	5000	*0.000*	0.0000	0.0000		
11.49	12.00	7753	8000	*0.0293*	0.0291	0.0290	-0.7%	-1.0%
13.41	14.00	3874	4000	*0.0684*	0.0671	0.0672	-1.9%	-1.8%
23.03	24.00	3874	4000	*0.117*	0.115	0.116	-2.1%	-1.5%
29.76	31.00	3874	4000	*0.151*	0.148	0.149	-2.3%	-1.7%
37.45	39.00	3874	4000	*0.190*	0.186	0.187	-2.3%	-1.7%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

NO_X / NO Analyzer Regression Data:

	NO_X	NO
Slope:	0.97564	0.98251
Intercept:	0.00027	0.00010
Correlation:	1.00000	1.00000

GAS PHASE TITRATION

Ozone Setting	Response		Corrected		NO Corrected (0.08 - 0.12 ppm)
	NO_X	NO	NO_X	NO	
Off	0.186	0.187	0.190	0.190	
1.3	0.186	0.084	0.190	0.085	0.085
Off	0.148	0.149	0.151	0.151	
0.8	0.148	0.087	0.151	0.088	0.088
Off	0.115	0.116	0.117	0.118	
0.25	0.115	0.086	0.118	0.087	0.087
Off	0.029	0.029	0.030	0.029	
0.135	0.029	0.024	0.030	0.025	0.025

NO_2 AUDIT DATA

NO_2 Input (ppm-v)	NO_2 Response (ppm-v)	NO_2 Percent Difference[2] (Response vs. Input)	NO_2 Converted (ppm-v)
--	0.0000		
0.0048	0.0050	3.2%	0.005
0.0306	0.0302	-1.2%	0.031
0.063	0.062	-1.8%	0.063
0.105	0.103	-1.7%	0.105

2. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

NO_2 Analyzer Regression Data:
Slope: 0.98019
Intercept: 0.00021
Correlation: 1.00000

NO_2 Converter Efficiency: 101.0%
(Acceptance Criteria: 96% - 104.1%)

AUDITOR: Marty Hale

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Notes:

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OZONE
PERFORMANCE AUDIT DATA

SITE NAME: Dutchtown -- AQS Site Code: 220050004
DATE: June 19, 2019
TIME: 1327 - 1515 CST
ANALYZER ID: API T400
Serial Number: 681
Range: 0.0 - 0.2 ppm

TRANSFER STD: Sutron
Serial Number: 18500916
Cert. Expiration: July 31, 2019
Std. Slope: 1.003
Std. Intercept: -0.0007
Air Source: Sutron

O_3 AUDIT DATA

Ozone Generator Setting (ppm-v)	Average Transfer Standard Response (ppm-v)	O_3 Input (ppm-v)	O_3 Response (ppm-v)	Percent Difference[1] (Response vs. Input)
Off	0.002	*0.000*	0.0003	
0.020	0.019	*0.0160*	0.0167	4.4%
0.050	0.052	*0.049*	0.048	-1.6%
0.080	0.081	*0.079*	0.078	-1.9%
0.180	0.179	*0.177*	0.173	-2.5%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

O_3 Analyzer Regression Data:

Slope: 0.97091
Intercept: 0.00071
Correlation: 0.99999

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AUDITOR: Marty Hale

Notes:

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: French Settlement	Date: 6/19/19
AQS Site Code: 220630002	Parish/County: Livingston
Auditor: Marty Hale	Site Operator: Jana Orillion
Systems Audited: NO_x, TEOM	

B. Audit Results

Description: TEOM (# 245810) audited from 1040-1235 CST

	sampler (LPM)	Audit (LPM)	%diff
Main	3.00	3.04	-1.3%
Aux	13.68	13.70	-0.1%
Total	16.68	16.76	0.5%

Main flow leak V: 0.07 LPM
Aux flow leak V: 0.24 LPM
Avg temp diff: 0.1°C
Avg press diff: 0.7 mm Hg

Mass freq. w/out filter	Mass freq. w/ Filter	TEOM K_0	Audit K_0	% diff
343.04043	258.21	14743	14690	-0.4%

NO_x (# CM13110015) audited from 1004-1217 CST

NO/NO_x input (ppb)	NO_x response (ppb)	NO response (ppb)	NO_x % diff	NO % diff
0	0.5	0.5	NA	NA
29.3	29.5	30.0	0.7%	2.4%
68.4	69.6	70.6	1.8%	3.2%
117	122	124	4.4%	5.6%
151	158	160	4.8%	5.5%
190	198	201	4.3%	5.6%

NO_2 input (ppb)	NO_2 response (ppb)	NO_2 % diff
0	-0.3	NA
4.2	4.1	-3.5%
17.9	17.4	-2.7%
57	58	2.1%
113	115	2.6%

NO_2 converter efficiency: 100.1%

Auditor Martha C. Hale **Site Operator** Jana Orillion

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OXIDES OF NITROGEN
PERFORMANCE AUDIT DATA

Site ID: French Settlement -- AQS Site Code: 220630002
Date: June 19, 2019
Time: 1004 - 1217 CST
ANALYZER ID: TECO 42I
Serial No. CM13110015
Range 0.0 - 0.2 ppm

CALIBRATOR: Sabio
Serial Number: 2850105
GAS CYLINDER NO: JB04136
Concentration 19.8 (ppm NOx/NO)
Expiration May 31, 2020
Air Source: Teledyne 751H

NO_X / NO AUDIT DATA

CALIBRATOR FLOW RATES				NO_X / NO Input (ppm-v)	RESPONSE		Percent Difference[1] (Response vs. Input)	
Source Gas		Diluent Air			NO_X (ppm-v)	NO (ppm-v)	NO_X	NO
(cc/min)	(setting)	(cc/min)	(setting)					
0.00	Off	4844	5000	*0.000*	0.0005	0.0005		
11.49	12.00	7753	8000	*0.0293*	0.0295	0.0300	0.7%	2.4%
13.41	14.00	3874	4000	*0.0684*	0.0696	0.0706	1.8%	3.2%
23.03	24.00	3874	4000	*0.117*	0.122	0.124	4.4%	5.6%
29.76	31.00	3874	4000	*0.151*	0.158	0.160	4.8%	5.5%
37.45	39.00	3874	4000	*0.190*	0.198	0.201	4.3%	5.6%

1. *Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2*

NO_X / NO Analyzer Regression Data:

	NO_X	NO
Slope:	1.04671	1.05752
Intercept:	-0.00061	-0.00051
Correlation:	0.99993	0.99995

GAS PHASE TITRATION

Ozone Setting	Response		Corrected		NO Corrected (0.08 - 0.12 ppm)
	NO_X	NO	NO_X	NO	
Off	0.198	0.201	0.190	0.190	
1.25	0.198	0.082	0.190	0.078	0.078
Off	0.158	0.160	0.152	0.151	
0.75	0.158	0.099	0.151	0.094	0.094
Off	0.122	0.124	0.117	0.118	
0.24	0.123	0.105	0.118	0.100	0.100
Off	0.030	0.030	0.029	0.029	
0.145	0.030	0.026	0.029	0.025	0.025

NO_2 AUDIT DATA

NO_2 Input (ppm-v)	NO_2 Response (ppm-v)	NO_2 Percent Difference[2] (Response vs. Input)	NO_2 Converted (ppm-v)
--	-0.0003		
0.0042	0.0041	-3.5%	0.005
0.0179	0.0174	-2.7%	0.018
0.057	0.058	2.1%	0.056
0.113	0.115	2.6%	0.113

2. *Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2*

NO_2 Analyzer Regression Data:

Slope: 1.03102
Intercept: -0.00061
Correlation: 0.99998

NO_2 Converter Efficiency: 100.1%
(Acceptance Criteria: 96% - 104.1%)

AUDITOR: Marty Hale

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Notes:

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TEOM PARTICULATE MATTER SAMPLER
PERFORMANCE AUDIT DATA

SITE NAME:	French Settlement -- AQS Site Code: 220630002	**PARISH:**	Livingston Parish
AQS Site Code:	220630002	**SAMPLER ID:**	TEOM
DATE:	June 17, 2019	**Model Number:**	1400a
TIME:	1040 - 1235 CST	**Serial Number:**	245810
		Analyte (PM_{10}/$PM_{2.5}$)	PM2.5

FLOW RATE AND LEAK CHECK AUDIT DATA

Main Flow Leak Check[1]:	0.07 LPM
Aux Flow Leak Check[2]:	0.24 LPM

1. Acceptance Criteria: ± 0.15 LPM

2. Acceptance Criteria: ± 0.65 LPM

Flow Rate Audit Device: BGI
Model Number: DeltaCal
Serial Number: 586
Certification Expiration: January 15, 2020

Sampler Indicated Flow Rate (LPM)		Audit Flow Rate (Q_a) (LPM)		Percent Difference[3] (Sampler vs. Audit)	Percent Difference[4] (Audit vs. Design)
Main Flow	3.00	Main Flow	3.04	-1.3%	1.3%
Auxiliary Flow	13.68	Auxiliary Flow	13.70	-0.1%	0.2%
Total Flow	16.68	Total Flow	16.76	-0.5%	0.5%

3. Acceptance Criteria: ± 4.0%

4. Acceptance Criteria: ± 5.0%

TEMPERATURE AUDIT DATA

Temperature Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Temperature (T_a) (°C)	Audit Sensor Temperature (T_a) (°C)	Temperature Difference[5] (Sampler - Audit) (°C)
36.6	36.6	0.0
36.5	36.5	0.0
37.1	36.7	0.4

5. Acceptance Criteria: ± 2.0 °C

PRESSURE AUDIT DATA

Pressure Audit Device: BGI
Model Number: DeltaCal **Serial Number:** 586 **Certification Expiration:** January 15, 2020

Sampler Sensor Pressure (P_a) (mm Hg)	Audit Sensor Pressure (P_a) (mm Hg)	Pressure Difference[6] (Sampler - Audit) (mm Hg)
759.2	758.5	0.7
759.2	758.5	0.7
759.2	758.5	0.7

6. Acceptance Criteria: ± 10.0 mm Hg

MASS TRANSDUCER AUDIT DATA

Audit Filter : Tapered Filter
Serial Number: 1 **Weight:** 0.09550 (grams) **Weight Certification Date:** June 13, 2019

Mass Transducer Frequency without Audit Filter	Mass Transducer Frequency with Audit Filter	TEOM Sampler K_O Constant	Audit K_O Constant	Percent Difference[7] (Audit K_O Constant vs. TEOM K_O Constant)
343.04043	258.21000	14743	14690	-0.4%

7. Acceptance Criteria: ± 2.5 %

AUDITOR: Marty Hale

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Notes:

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SITE VISIT REPORT

A. Audit Acknowledgement

Site: North Baton Rouge	Date: 6/18/19
AQS Site Code: 220330015	Parish/County: East Baton Rouge
Auditor: Marty Hale	Site Operator: Hien Tran
Systems Audited: SO_2	

B. Audit Results

Description: SO_2 (#3714) audited from 1412 - 1540 CST

SO_2 input (ppb)	SO_2 response (ppb)	% diff
0	0.1	NA
2.9	3.1	6.9%
7.5	8.1	8.0%
18.8	20.2	7.4%
44	47	6.1%
87	92	5.3%

Auditor Marty Hale **Site Operator** Hien Tran

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SULFUR DIOXIDE
PERFORMANCE AUDIT DATA

Site ID: North Baton Rouge -- AQS Site Code 220330015
Date: June 18, 2019
Time: 1412 - 1540 CST
ANALYZER ID: API T100
Serial No. 3714
Range 0.0 - 0.2 ppm

CALIBRATOR: Sabio
Serial Number: 2850105
GAS STANDARD: JB03979
Concentration 5.1 (ppm SO2)
Expiration May 26, 2020
AIR SOURCE: Sabio 2020

SO_2 AUDIT DATA

CALIBRATOR FLOW RATES				SO_2 Input (ppm-v)	SO_2 Response (ppm-v)	Percent Difference[1] (Response vs. Input)
Source Gas		Diluent Air				
(cc/min)	(setting)	(cc/min)	(setting)			
0.00	**Off**	4844	**5000**	*0.000*	0.0001	
4.76	**5.00**	8238	**8500**	*0.0029*	0.0031	6.9%
5.72	**6.00**	3874	**4000**	*0.0075*	0.0081	8.0%
14.37	**15.00**	3874	**4000**	*0.0188*	0.0202	7.4%
33.61	**35.00**	3874	**4000**	*0.044*	0.047	6.1%
67.26	**70.00**	3874	**4000**	*0.087*	0.092	5.3%

1. Acceptance Criteria: < ± 15.1% for audit levels 3-10 and < ± 1.5 ppb for audit levels 1&2

SO_2 Analyzer Regression Data:

Slope: 1.05209
Intercept: 0.00021
Correlation: 0.99999

AECOM

Rev. 9.6 (10/17)

AUDITOR: Marty Hale

Notes:

DocuSign Envelope ID: 80A76A17-A714-40F3-B53F-1645F2B67637

Enclosure D
Audit Level Ranges

Concentration Range, ppm

Audit Level	O3	SO2	NO2	CO
1	0.004-0.0059	0.0003-0.0029	0.0003-0.0029	0.020-0.059
2	0.006-0.0190	0.0030-0.0049	0.0030-0.0049	0.060-0.199
3	0.020-0.0390	0.0050-0.0079	0.0050-0.0079	0.200-0.899
4	0.040-0.0690	0.0080-0.0199	0.0080-0.0199	0.900-2.999
5	0.070-0.0890	0.0200-0.0499	0.0200-0.0499	3.000-7.999
6	0.090-0.1190	0.0500-0.0999	0.0500-0.0999	8.000-15.999
7	0.120-0.1390	0.1000-0.2999	0.1000-0.2999	16.000-30.999
8	0.140-0.1690	0.1500-0.2599	0.3000-0.4999	31.000-39.999
9	0.170-0.1890	0.2600-0.7999	0.5000-0.7999	40.000-49.999
10	0.190-0.2590	0.8000-1.0000	0.8000-1.0000	50.000-60.000

EPA Quality Assurance Handbook for Air Pollution Measurement Systems:
https://www.epa.gov/sites/default/files/2020-10/documents/final_handbook_document_1_17.pdf

Operating Ranges, Calibration Scale, Zero, Span, 1-point QC Checks and Performance Evaluation (PDF page 101) – discusses the lowering of the ranges on one-point QC checks and audit levels.
Annual Performance Evaluations (PE) – (PDF page 103-104)
One point must be within 2-3 times the method detection limit of the instruments within the PQAOs network, the second point will be less than or equal to the 99th percentile of the data at the site or the network of sites in the PQAO or the next highest audit concentration level. The third point can be around the primary NAAQS or the highest 3-year concentration at the site or the network of sites in the PQAO. An additional 4th level is encouraged for those agencies that would like to confirm the monitors' linearity at the higher end of the operational range. Due to the audit levels being expanded to allow for lower concentration audits to support NCore and trace-level work, a February 11, 2011, Technical Memo was posted on AMTIC in which EPA suggests the use of the following acceptance criteria for levels 1 and 2 audit ranges:

- For O3, SO2, and NO2: 1.5 ppb difference or 15% difference, whichever is greater.
- For CO: 0.03 ppm difference or 15 % difference, whichever is greater.

For audit levels 3-10, the 15 % difference acceptance criteria, currently in guidance, is acceptable. The data is evaluated in the AQS AMP256 Report under “Annual Performance Evaluation”.

Low Audit Level

Gas	Instrument	MDL	Audit Conc req	Audit Level
CO	TECO 48i	0.50 ppm	1.00-1.50 ppm	4
CO Trace	TECO 48i-TLE	0.04 ppm	0.08-0.12 ppm	2
NO2	TECO 42i	.001 ppm	.002-.003 ppm	1
Ozone	TECO 49	.005 ppm	.010-.015 ppm	2
Ozone	API 400/T400	.005 ppm	.010-.015 ppm	2
SO2	TECO 43i	.002 ppm	.004-.006 ppm	2-3
SO2	API 100	.0004 ppm	.0008-.0012 ppm	1
SO2 Trace	TECO 43i-TLE	.0002 ppm	.0004-.0006 ppm	1

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 3, 2025

TO: Theresa Delafosse
Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment #3 to contract – Pace Analytical Services, LLC
LaGov PO/Contract#: 4400022156

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the 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.

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LaGov No. 4400022156
Amendment No. 3

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

AND

Pace Analytical Services, LLC
1000 Riverbend Blvd., Suite F
St. Rose, LA 70087
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from September 30, 2025 to September 30, 2026 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this Contract shall be from **October 1, 2021** through **September 30, 2025**. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to 12 additional months at the same rates, terms and conditions of the initial Contract term, with the approval of the Joint Legislative Committee on the Budget (JLCB). Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP). The total Contract term, with extensions, shall not exceed five years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Contract.

Changed To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **October 1, 2021** through **September 30, 2026** as the Department exercised an option to extend for up to 12 additional months at the same rates, terms and conditions of the initial contract term, with the approval of the Joint Legislative Committee on the Budget. The total contract term, with extensions, shall not exceed five years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the Parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,923,000.00, an increase of $325,000.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

Docusign Envelope ID: 7A1D5230-E6F3-419B-B40F-EB414D3D81AB

Changed From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$1,598,000.00**. Work performed by the Contractor during the term of this Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C, and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

Changed To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$1,923,000.00**. Work performed by the Contractor during the term of this Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

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

Change To:

6. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

Docusign Envelope ID: 7A1D5230-E6F3-419B-B40F-EB414D3D81AB

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

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

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

Further, by mutual consent of both parties to this Contract, Article 34 entitled PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITIONS INDUSTRIES is added in its entirety as follows:

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

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

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

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

Docusign Envelope ID: 7A1D5230-E6F3-419B-B40F-EB414D3D81AB

LaGov No. 4400022156
Amendment No. 3

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration. This Amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This Amendment entered into this 8th day of September, 2025, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse 9/8/2025
29A252608408416...
Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

Signed by:
Ronald Kerr 9/5/2025
5F5EB83615BC44E...
Ronald Kerr
Senior Vice President of Sales
Pace Analytical Services, LLC

JEFF LANDRY
GOVERNOR

AURELIA S. GIACOMETTO
SECRETARY

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

October 1, 2024

VIA EMAIL ONLY
Ms. Megan Lantry
Pace Analytical Services, LLC
1000 River Bend Blvd., Ste. F
St. Rose, LA 70087

RE: LaGov No. 4400022156, Amendment No. 2
"Analytical and Consulting Services"

Dear Ms. Lantry:

Enclosed for your records is a fully executed copy of the amendment, pertaining to the above referenced project, which has been approved by the Joint Legislative Committee on the Budget and the Division of Administration, Office of State Procurement. This is your notice to proceed with performing the services under this contract.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at robyn.geddes@la.gov or (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

Enclosure

cc: Sandy Coon, DEQ/OEC/Surveillance Division (via email only)
Helen Hebert, DEQ/OMF/Financial Services Division (via email only)

Docusign Envelope ID: 8AE41A12-1CE8-4FE2-8CA0-8E242FE77E66

LaGov No. 4400022156
Amendment No. 2

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

AND

Pace Analytical Services, LLC
1000 Riverbend Blvd., Suite F
St. Rose, LA 70087
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this Contract from September 30, 2024 to September 30, 2025 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

> The term for the fulfillment of services to be performed pursuant to this Contract shall be from **October 1, 2021** through **September 30, 2025**. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to 12 additional months at the same rates, terms and conditions of the initial Contract term, with the approval of the Joint Legislative Committee on the Budget (JLCB). Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP). The total Contract term, with extensions, shall not exceed five years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Contract.

Further, the Parties have agreed to set the maximum amount paid to the Contractor by the Department under this Contract at $1,598,000.00, an increase of $400,000.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

> The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$1,598,000.00**. Work performed by the Contractor during the term of this Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C, and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration. This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of this Contract shall remain the same.

Approved by the Joint Legislative Committee on the Budget

DATE: 8/9/24

Docusign Envelope ID: 8AE41A12-1CE8-4FE2-8CA0-8E242FE77E66

LaGov No. 4400022156
Amendment No. 2

This amendment entered into this 26th day of July, 2024, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

DocuSigned by:
Christian T. Griffiths 7/26/2024
Christian T. Griffiths
Undersecretary
Office of Management and Finance

CONTRACTOR:

DocuSigned by:
RONALD KERR 7/26/2024
Ronald Kerr
Senior Vice President of Sales
Pace Analytical Services, LLC

Approved by the Joint Legislative Committee on the Budget

DATE: 8/9/24

Office of State Procurement
Contract Certification of Approval

This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 4400022156

Amendment Number: 2

Vendor: PACE ANALYTICAL SERVICES LLC

Description: Analytical and Consulting Services

Approved By: PAMELA RICE

Approval Date: 09/18/2024 16:36:24

JEFF LANDRY
GOVERNOR

AURELIA S. GIACOMETTO
SECRETARY

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

July 15, 2024

VIA EMAIL ONLY
Ms. Megan Lantry
Pace Analytical Services, LLC
1000 River Bend Blvd., Ste. F
St. Rose, LA 70087

RE: LaGov No. 4400022156, Amendment No. 1
"Analytical and Consulting Services"

Dear Ms. Lantry:

Enclosed for your records is a fully executed copy of the amendment, pertaining to the above referenced project, which has been approved by the Division of Administration, Office of State Procurement.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at robyn.geddes@la.gov or (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

Enclosure

cc: Sandy Coon, DEQ/OEC/Surveillance Division (via email only)
Helen Hebert, DEQ/OMF/Financial Services Division (via email only)

DocuSign Envelope ID: 604CFE06-D1A1-4D6D-9992-D50017E56A0D

LaGov No. 4400022156
Amendment No. 1

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

AND

Pace Analytical Services, LLC
1000 Riverbend Blvd., Suite F
St. Rose, LA 70087
(Hereinafter referred to as "Contractor")

The Parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,198,000.00, an increase of $407,766.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

> The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,198,000.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C, and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

FURTHER, by mutual consent of both parties to this contract, Attachment 3, Requirements of the Grant is amended as attached.

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

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

This amendment entered into this 20th day of June, 2024, at Baton Rouge, Louisiana.

WITNESS:

_____

DEPARTMENT OF ENVIRONMENTAL QUALITY:

DocuSigned by:
Christian T. Griffiths 6/20/2024
013E89DD6CF4466...
Christian T. Griffiths
Undersecretary

WITNESS:

_____

CONTRACTOR:

DocuSigned by:
RONALD KERR 6/20/2024
5E5EB8361 5BC44E...
Ronald Kerr, Senior VP of Sales
Pace Analytical Services, LLC

DocuSign Envelope ID: 604CFE06-D1A1-4D6D-9992-D50017E56A0D

ATTACHMENT 3
REQUIREMENTS OF THE GRANT

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at regarding this procurement contract and all subcontracts awarded by the Contractor found at:
https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018
https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later
https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later
https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later

The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.

b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.

d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

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f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. – e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than thirty (30) calendar days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six (6) good faith efforts if soliciting a replacement subcontractor.

2. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information refer to https://www.epa.gov/resources-small-businesses/getting-epa-dbe-certified.

3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: http://www.sam.gov. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. RESTRICTION ON LOBBYING

In accordance with 40 CFR Part 34 and the EPA General Terms and Conditions, the Contractor shall submit certification of compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) to the Department. The Contractor must certify, and if applicable, must require its subcontractors to certify, 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. The Contractor must also disclose, and must require its subcontractors to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining the award of this Contract.

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5. PROCUREMENT OF RECOVERED MATERIALS

Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and 2 CFR 200.322, the Contractor is required to procure: certain items designated in EPA guidelines, as identified in 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; and solid waste management services in a manner that maximizes energy and resource recovery; and to establish an affirmative procurement program for procurement of recovered materials as identified in the EPA guidelines. Pursuant to 40 CFR 247.2(d), the contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

6. CLEAN AIR AND CLEAN WATER ACT

The Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the CAA (42 U.S.C. 7401-767q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

The Contractor is required to comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits of discrimination on the basis of sex in CWA-funded programs or activities.

7. OPERATION AND MAINTENANCE OF NPS MANAGEMENT PRACTICES

The Contractor and its employees and subcontractors shall properly operate and maintain nonpoint source management practices that have been implemented, when applicable. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards.

8. PUBLIC AWARENESS

The Contractor is required to comply with CWA Section 319 Non-point Source Assistance Agreements Public Awareness Terms and Conditions effective October 1, 2014 for applicable tasks as described in the Scope of Services. Refer to the Scope of Services for details.

9. REPORTING REQUIREMENTS

a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 3, Form A. The information in the report should cover the period ending September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts

DocuSign Envelope ID: 604CFE06-D1A1-4D6D-9992-D50017E56A0D

P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

b. The Contractor must provide its Data Universal Numbering System (DUNS) number by completing Attachment 3, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract amendment.

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

c. The Contractor must certify, and if applicable, must require its subcontractors to certify, that it has not used and will not use any federal funds as described in the EPA form, Certification Regarding Lobbying, by completing Attachment 3, Form C. **This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.**

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

d. The Contractor must report, and if applicable, must require its subcontractors to report, any non-federally funded lobbying activities in connection with this federally-funded Contract by completing Attachment 3, Form D, Disclosure of Lobbying Activities. This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.

This form should be submitted to:

Louisiana Department of Environmental Quality

DocuSign Envelope ID: 604CFE06-D1A1-4D6D-9992-D50017E56A0D

Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

JOHN BEL EDWARDS
GOVERNOR

CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

September 24, 2021

Ms. Jenny Snipes
Pace Analytical Services, LLC
1000 River Bend Blvd., Ste. F
St. Rose, LA 70087

RE: LaGov No. 4400022156
"Analytical and Consulting Services"

Dear Ms. Snipes:

Enclosed for your records is a fully executed copy of the contract pertaining to the above referenced project which has been approved by the Division of Administration, Office of State Procurement. The Department is waiving the requirement to hold a commencement conference/conference call. This is your notice to proceed with performing the services under this contract. Services under this contract should begin on October 1, 2021.

The Department's Project Manager assigned to this contract is Sandy Coon.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Attachment 3, Requirements of the Grant, Section 9. Reporting Requirements requires the following forms to be submitted to the Department within the timeframe specified below. Failure to submit these forms will result in payment being withheld.

- **Form B - Transparency Act Reporting Information Form** must be submitted upon receipt of a fully executed contract. Please submit this form soon as possible.
- **Form C - Certification Regarding Lobbying** must be submitted upon receipt of a fully executed contract. Please submit this form soon as possible. This form must be also be completed by subcontractors, if hired, and submitted to the Department upon execution of the Contractor's subcontract. If applicable, **Form D – Disclosure of Lobbying Activities**,

must accompany Form C. This form is **only required if** the Contractor, or any subcontractor, has paid or will pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with this federally funded Contract.

Should you have any questions, please do not hesitate to contact me at (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

RG/rg

Enclosure

c: Sandy Coon, DEQ/OEC/Surveillance Division
Helen Hebert, DEQ/OMF/Financial Services Division

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CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 26th day of August, 2021, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Pace Analytical Services, LLC, 1000 Riverbend Blvd, Suite F, St. Rose, LA 70087, Tax ID No. 41-1821617, State LDR Account No. 9075441 hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Analytical and Consulting Services"** with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from October 1, 2021 through September 30, 2024. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work, attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of State Procurement and participation in a Commencement Conference to be scheduled by the Department at its offices.

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5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$790,234.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B, C and D. Payment shall be made upon attendance at the Commencement Conference, completion and approval of each analytical episode and approval of the results as determined by the Project Manager and upon hours worked as consultant or expert witness as directed by the Project Manager

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs and all indirect costs, etc. as directed in each Schedule of Prices.

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Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.
http://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard),, Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 8.0 Measurement and Payment in the steps listed below.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Surveillance Division.

b. Invoicing Procedure:

(1) The Contractor shall submit an invoice upon participation in a Commencement Conference, upon completion each analytical episode and submittal of the results and upon hours worked as a consultant or expert witness, regardless of the amount. There is no minimum amount to submit an invoice to the Department. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

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or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

(a) the LaGov number;

(b) the name and address of the Contractor;

(c) a list of analyses performed and the price for each analysis;

(d) the Department's sample number;

(e) the sampling or date of sample receipt by the laboratory;

(f) documentation explaining any discrepancies between the tests listed on the associated chain-of-custody form and the tests billed on the invoices (as applicable); and

(g) the total amount requested.

Invoices requesting payment for consultation or expert testimony must include:

(h) the number of consultation or expert testimony hours provided (including hours of travel) (i.e. timesheets); and

(i) supporting documentation for travel expenses incurred for the provision of expert testimony or consultation (as applicable) (i.e. mileage reports and receipts).

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work, as products of the services rendered under this contract. The

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Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

Prior to payment by the Department, the Contractor shall promptly, without additional cost to the Department, correct any deficient work. Deficient work includes, but is not limited to:

a. failure to comply with method-specified analytical procedures and/or quality control;

b. failure to observe sample shelf-lives (missed holding times);

c. loss of the samples (including mishandling or improper storage);

d. contamination of samples at the laboratory; and

e. inadequate documentation.

The Contractor shall reanalyze all affected samples or regenerate the affected data. The Contractor will be responsible for any costs associated with re-sampling including but not limited to, re-sampling costs, administrative costs related to re-sampling, and re-sampling analysis costs of any samples when data cannot be corrected due to technical deficiencies and such data are deemed unusable by the Department. If data from the initial sample cannot be corrected, the data is unusable, and a resample cannot be made, the Contractor shall be responsible for the cost of the initial sample collection, including but not limited to, initial costs, administrative costs, sampling costs, and analysis costs. When multiple analyses are requested for a single location/site, a missed holding time on one parameter may prevent proper assessment of the entire site, in which case resampling where possible, at the Contractor’s expense may be necessary.

The Contractor shall notify the Department in writing within thirty (30) days of any indictment or conviction of laboratory practices that invalidates or otherwise renders laboratory analyses inadmissible or indefensible as support for the Department activities.

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Conviction for such practices shall be cause for termination of this contract, and the Contractor shall reimburse all the Department funds associated with all inadmissible results (analyses, administration, and sample collection).

10. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

12. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the

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contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. REMEDIES FOR DEFAULT

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

16. ANTIDISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Section 13 of the Federal Water Pollution Control Act Amendments of 1972,Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

17. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grants are being used by the Department to partially fund this contract.

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The Contractor shall comply with the requirements of these grants. See Attachment 3, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

18. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

19. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that the prospective Contractor’s tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

20. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

21. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

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22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

24. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.).

25. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

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

(4) **Professional Liability**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The

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coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

(a) All policies should be endorsed to require thirty (30) days written notice of cancellation to the Department. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.

(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

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

d. **Acceptability of Insurers**

(1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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(2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

e. **Verification of Coverage**

(1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

(2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. 4400022156

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

(4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

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

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents

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and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

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

(2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

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27. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to http://smallbiz.louisianaeconomicdevelopment.com and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

28. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

29. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915[1]. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the standard currently promulgated by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard). All analytical data must be submitted in a format approved by the Department Project Manager and meet

[1] See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

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the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

30. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII.Chapters 11 and 13 and LAC 19:IX.Chapter 11 and 13, this contract may be terminated if the Department becomes aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to three (3) years.

31. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

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

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32. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

33. AMENDMENTS

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

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THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

DocuSigned by:
8CF29405AA1D4B6...
8/26/2021

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

CONTRACTOR:

DocuSigned by:
751A6762ECCE429...
8/26/2021

Russell McNiece
Pace Analytical Services, LLC

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ATTACHMENT 1
STATEMENT OF WORK

"Analytical and Consulting Services"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department" is responsible for the monitoring and assessment of ambient environmental conditions and the investigation, assessment and remediation of sites of known or suspected contamination throughout the State. To support these activities, the Department must contract with analytical laboratories to ensure continuous analysis.

Any laboratory providing analytical services to the Department shall be accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) in accordance with LAC 33:I.Chapters 45-59.

The Contractor and/or subcontractor shall maintain LELAP accreditation for all of the offered analyses listed in Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2 and 3 for the duration of the contract term. Contractors must comply with LAC 33:I.5307.D: "Whenever samples are subcontracted to another environmental testing laboratory, the original laboratory shall maintain a verifiable copy of results with a chain of custody. This procedure may not be used to circumvent proper accreditation or any state requirements. The original laboratory is responsible for ensuring that the secondary laboratory used is properly accredited for the scope of testing performed."

The Contractor shall perform all proposed analyses in-house or shall use subcontractor arrangements. The laboratories and/or their subcontractor's LELAP accreditation shall cover all Department required methodologies for each test category per field of testing. If required reporting limits or quality assurance requirements cannot be met by primary Contractor, subcontractor arrangements shall be utilized.

The Contractor, either as prime contractor or via subcontractor combined, shall have the capability to perform 85% of the method/analytes listed in Attachment 2, Schedule of Prices A and B combined and Exhibits 1 and 2 (i.e., 526 out of 619 method/analytes), and at least 25% of the tests listed in Attachment 2, Schedule of Prices C and Exhibit 3 (i.e., 19 out of 76 tests).

1.1 Goals and Objectives

The goal of this contract shall be to support the Department's mission for the assessment and monitoring of environmental conditions, as well as the investigation of sites of known, suspected, or potential contamination throughout the State. The objective of this contract shall be to obtain quality, legally defensible analytical data to support the Department's monitoring, assessment, investigation, and remediation activities. This contract shall be used by the Department to meet

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their analytical requirements for testing listed in Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2, and 3.

2.0 CONTRACTOR TASKS

The Contractor shall serve as an analytical resource for the analyses listed in Attachment 2, Schedule of Prices A, B, and C, and Exhibits 1, 2, and 3 as needed by the Department. The Department does not guarantee a minimum amount of work to be performed by the Contractor. The Department will determine and manage the scope, quantity, amount, duration, and timing of analytical testing for the Contractor. Work from each of the Department's regional offices will be determined by the Department. Regional work will be divided among the winning contractor(s) as the Department sees fit. This will be based on sample capacity and lab location/best logistics and service to the particular office.

The Contractor shall provide all personnel, equipment, materials, reagents, and facilities necessary to conduct the required analyses on all samples received by the contracted laboratory. All instruments must be in good working condition and calibrated prior to use.

The Contracted Laboratory and subcontractors shall meet the Laboratory Facilities and Equipment and Supplies requirements in LAC 33:I, Chapters 45-59.

2.1 Commencement Conference or Conference Call

A Commencement Conference shall be held between the Contractor's key personnel (and subcontractor personnel as determined to be necessary by the Contractor) and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5th Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department shall reserve the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference or Conference Call has been completed or waived.

2.2 Analytical Methods and Procedures

The Contractor shall provide analysis consistent with the methodology provided in Attachment 2, Schedule of Prices A, B, and C and the documents referenced in Section 9.0, Resources of this Statement of Work.

The Standard Operating Procedures (SOPs) of the Contractor and any subcontractors shall meet all SOP requirements of LAC 33: I. Chapters 45-59, Laboratory Accreditation. SOP's shall be made available to the Department for review upon request. SOP's could become public records unless they are classified as confidential business information following the Department's policy of declaration of confidential business information.

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Multiple methods may be listed for the same analytes, but shall not be used interchangeably without the prior written approval of the Department Project Manager. Methods shown in the Schedule of Prices documents shall not be substituted with other accredited methods without prior written approval by the Department Project Manager. The Contractor must be accredited for any approved alternative method and modified SOP also.

Updates to analytical methods must be followed when approved by the Department. All laboratory procedures shall be performed in accordance with the appropriate analytical method. Any deviations, variances or modifications must be equivalent or superior to the requirements of the analytical method and approved by the Department as required in LAC 33:I.5105.B. Comprehensive documentation of these deviations, variances or modifications must be included in the narrative of the final report.

The Contractor is not required to be an EPA Contract Laboratory Program (CLP) laboratory. However, as requested, the Contractor or its subcontractor must be able to provide a fully supported data package complete with CLP equivalent summary forms and all supporting documentation for any analysis that it performs for the Department. See also Section 5.3 Data Packages below.

The analyte tables, Exhibits 1, 2, and 3 and Table 1 of the RECAP documents (see Section 9.2 LDEQ RECAP Documents for link to the current table) show a typical list of analytes that may be requested, i.e., the expected target analytes for each method that the Contractor shall perform. Throughout the contract term, the Contractor shall comply with the most current version of the RECAP document. However, the analyte list may vary for each sample location, and may potentially change on a project-by-project basis. Additional analytes may also be required as needed.

Regulation holding times for samples as specified in 40 CFR Part 136 Table 1I, SW-846 or as specified in the analytical method must be met.

2.3 Special Conditions

Where Fecal Coliform, Enterococci, and/or Total Coliform analyses are requested, the Laboratory must employ a method that can provide numerical results from 10 to >10,000 colonies per 100 ml. Estimated values above or below this range shall be acceptable. Analytical results of TNTC or confluent will not be acceptable. Samples must be adequately diluted to achieve the required analytical results. The laboratory shall perform no less than three (3) dilutions per sample for membrane filtration methods and no less than two (2) dilutions per sample for Quanti-tray® methods. For microbiological tests, the Department requires reporting of and/or evidence by means of inclusion in the Quality Control (QC) portion of each report or copies of logbook pages of media positive and media negative controls with each analytical report, in addition to analytical batch method blank and Lab Control Standard (LCS) analysis.

Where Ammonia Nitrogen analysis is requested, the sample must be distilled prior to concentration determination.

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Where Total Hardness analysis is requested, the titrimetric method or comparable technology is required. Calculated hardness and nitric acid preservative for this parameter are unacceptable.

Ambient water quality (AWQ) sampling comprises a large portion of this contract's use. Each AWQ site requires the following parameters:

- 1 unpreserved bottle containing-
  - Alkalinity
  - Chloride
  - Sulfate
  - Turbidity
  - TDS
  - TSS
  - True Color (only on select sites)

- 1 Sulfuric acid preserved bottle containing-
  - Total Hardness
  - Ammonia Nitrogen
  - TKN
  - TP
  - Nitrate-Nitrite Nitrogen

- Fecal Coliforms*

Additional parameters are required for the Ambient Water Quality project on a quarterly or seasonal basis – VOCs and Enterococci*.

*Fecal Coliforms and Enterococci may be analyzed under other Department contracts due to hold time.

2.4 Sample Quantitation Limits

The reporting limits specified in Exhibits 1, 2, and 3 and Table 1 of the RECAP documents (see Section 9.2 LDEQ RECAP Documents for link to the current table) shall be Department required. The Contractor shall have the capability to achieve the sample quantitation/reporting limits using the analytical methods specified in Attachment 2, Schedule of Prices A, B, and C. If reporting limits are not specified in Exhibits 1, 2, and 3 or in Table 1 of the current RECAP document, the laboratory shall use their lowest achievable reporting limit.

Higher reporting limits attributable to interferences and high dilution factors due to sample matrices must be reported to the Department Project Manager and documented and explained in the laboratory narrative. If reporting limits must be modified due to matrix problems, the report shall reflect the modification. Routine disregard for required reporting limits shall be cause for corrective action taken by the Department at the Department's discretion, to the extent of contract termination.

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The Contractor shall have documentation of instrument detection limits (established annually) to support its ability to achieve the method-specified sample quantitation limits. Method Detection Limit (MDL) studies shall be done as required by the method or as required by LELAP in LAC 33:I.5301.H.1.d. The 2009 TNI standard requires an MDL/Limit of Detection (LOD) determination when there is a "change in the test method that affects how the test is performed, or when a change of instrumentation occurs that affects the sensitivity of the analysis" (2009 TNI standard V1M4 1.5.2.1.e). MDL/LOD summaries shall be submitted upon request by the Department.

2.5 Sampling Supplies

Sample containers and any necessary chemical preservatives will be provided by the Contractor. Related sampling supplies including but not limited to ice chests, deionized water, bubble bags, etc. will also be provided by the Contractor. The cost of sample containers, chemical preservatives, and related supplies, including shipment costs to any/all Department office(s), shall be included in the analytical prices and shall not be billed separately. Contractor must deliver/ship containers, preservatives, and supplies to all of the Department's regional offices within five (5) calendar days of notice.

2.6 Sample Pickup and Transport

The Contractor must provide personnel and means of transport to pick up samples at Department Headquarters, all of the Department Regional Offices, or other designated locations, as directed.

Physical addresses of all known locations are provided below.

Acadiana Regional Office
111 New Center Drive
Lafayette, La. 70508

Bayou Lafourche Regional Office
125 Barataria St.
Lockport, LA 70374

Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO))
602 N. Fifth St.
Baton Rouge, LA 70802

Kisatchie Central Regional Office
2800 S. MacArthur Drive, Suite A
Alexandria, LA 71301

Northeast Regional Office
508 Downing Pines Road
West Monroe, LA 71292

Northwest Regional Office
1525 Fairfield, Room 520
Shreveport, LA 71101-4388

Southeast Regional Office
201 Evans Road, Bldg 4, Suite 420
New Orleans, LA 70123-5230

Southwest Regional Office
1301 Gadwall Street
Lake Charles, LA 70615

LDEQ Warehouse
1824 Commercial Drive
Port Allen, LA 70767

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A local courier service shall be required for pickup and delivery, whether by direct employment or a subcontracted service provider. Common carrier (e.g. UPS, FedEx, etc.) is an acceptable arrangement for routine performance of this contract but may become disallowed if consistent problems arise. Shipping delays which cause missed hold times shall be remedied by the Contractor at his expense, in accordance with contract Article No. 9 Correction of Deficient Work. The Department reserves the right to require alternative courier services if project timelines are consistently not met. If the Contractor is notified before 2:00 p.m., sample pickup shall occur on the same day. If the Contractor is notified at 2:00 p.m. or later, sample pickup shall occur no later than 10:00 a.m. the following business day. If requested by the Department under unusual circumstances, i.e., hurricane response activities or major incidents, the Contractor shall pick up samples on weekends and holidays. Contractor shall provide emergency contact information in such incidents.

The Contractor shall furnish shipping containers (e.g. ice chests) for the purpose of transporting collected samples between the Department and the laboratory. The cost of shipping containers and all expenses related to sample/container transport shall be included in the Contractor's analytical prices and shall not be billed separately.

The Contractor shall secure the field samples under strict chain-of-custody procedures. Contractor shall follow the packing recommendations stipulated in Section 6 of USEPA'S A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001, OSWER Directive 9355.0-14, 1987, and Louisiana and other applicable states' Department of Transportation (DOT) rules governing the transportation of hazardous materials.

The Contractor shall be responsible for any damages to samples once custody has been accepted, including transport to subcontractors.

2.7 Chain of Custody/Sample Receipt

The Contractors shall use the Department provided chain of custody form(s). The chain of custody (COC) forms shall be included with each sampling episode. Samples will be uniquely identified as noted on the COC form.

The Contractor must document any appropriate comments or observations related to sample quality as received (e.g., if the custody seals were intact, sample temperature, and condition of samples on receipt, etc.). Any and all anomalies (i.e., temperature excursions, broken containers, etc.) must be reported to the Department Project Manager within one (1) working day of sample receipt, or as soon as the anomaly is detected. Conditions of sample receipt or other sample handling issues must be included in the narrative of the analytical report.

Any anomalies or incidents associated with the Department samples that occur after initial sample receipt must be reported to the Department Project Manager or designee within forty-eight (48) hours of occurrence.

If a holding time violation is anticipated or has occurred, the Department Project Manager must be notified immediately for approval to proceed or discard the analysis/entire sample.

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In the event that contamination is found during laboratory analysis of any trip blank, field blank, equipment blank, or any other field QC sample, the Department Project Manager shall be notified of which sites and dates are affected. Notification shall occur as soon as all blank analyses have been completed for a sample delivery group.

For all samples received by the Contractor, a sample receipt confirmation must be submitted, including a copy of the chain of custody.

Internal chain of custody records must be maintained for all containers of all samples submitted under this contract. Laboratory custody shall begin with sample receipt. Each exchange of custody within the laboratory must be documented with date, time, name of employee, and reason for transfer. Copies of the internal chains of custody shall be included in the data package when fully supporting documentation is requested.

In addition to internal chain of custody records, the Contractor must maintain a laboratory signature log for all of its employees that come in contact with samples. The signature log must include the typed name of every employee with their signature. A copy of the laboratory signature log must be maintained at the laboratory and made available to the Department upon request. In instances of samples related to criminal investigation cases, additional personal information (i.e., date of birth, contact information, driver's license number, etc.) may be requested of Contractor employees pursuant to court proceedings. This will be considered routine performance of this Statement of Work and will only fall under Expert Testimony if actual testimony is required. See Section 2.14 for more information.

2.8 Quality Assurance/Quality Control (QA/QC) Requirements

The Contractor and any subcontractor shall maintain a QA/QC Plan that meets or exceeds all LELAP requirements. The QA/QC plan at a minimum shall meet the requirements of LAC 33:I.5301, including but not limited to having protocols in place to evaluate test performance such as accuracy and precision and annual review of the quality system. The objective of the Contractor's QA/QC plan shall be to ensure that the resulting data are acceptable. All data, including QA/QC, generated under this contract shall be subject to inspection and review at any time by the Department and/or its authorized representatives.

The narrative of the analytical report must identify any problems encountered with analytical batch or method QA/QC.

Ninety percent (90%) of all data must have acceptable QA/QC. Acceptable QA/QC shall be defined here as results/recoveries for any quality control sample associated with samples collected under this contract within method specified control limits, including but not limited to method blanks, blank spike and spike duplicates, method spikes and spike duplicates, surrogates, and initial calibration verification. Corrective action shall be taken by the Department at its discretion, to the extent of contract termination, if this requirement is not met.

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2.9 Internal Laboratory Verification

The Contractor must have Standard Operating Procedures (SOPs) that detail the appropriate level of laboratory review. Each analytical data package must be complete, legible, and logically organized. The analytical data package shall represent the best efforts of the laboratory and must have been subjected to adequate and sufficient quality review prior to submission. This provision shall include all data generated by subcontractors.

2.10 Library Searches

For organic volatile and semivolatile samples, the Contractor shall execute a library search for non-target sample components for the purpose of tentative identification. For this purpose, the NIST (05/92 release or later) or equivalent mass spectral library shall be used. The guidelines for making tentative identifications shall be those described in Sections 11.2.4, Page D-32/VOA and 11.1.2.5, Page D-43/SVOA of the CLP Statement of Work SOM 01.1.

Library searches shall be done on all organic volatile and semivolatile sample analyses. The Department shall require the ten (10) highest concentration Tentatively Identified Compounds (TIC's) to be reported. The TIC and estimated concentration must be included in the reports. Alkanes shall not be counted as part of the ten (10) non-target compounds. When alkanes are tentatively identified, the estimated concentration(s), retention time(s), and class (i.e., straight-chain, branched, or cyclic) will be reported as a series in the laboratory narrative.

2.11 Sample Storage and Disposal

After all analyses are completed, the raw field samples and associated extracts shall be retained in the event that any parameter must be reanalyzed. They shall be placed in appropriate storage until either fourteen (14) calendar days after report is issued or sample holding time expiration, whichever is sooner, unless (a) otherwise notified in writing by the Department that the samples must be retained longer or (b) the samples were submitted for criminal investigations as described in the paragraph below. Samples shall be stored in a designated, secure, climate controlled location and its access limited to authorized personnel only. At the end of the storage period, the Contractor shall dispose of all sample material in accordance with applicable state and federal laws, regulations, ordinances, and codes. The cost of storage and proper disposal of all remaining sample material shall be included in the Contractor's analytical prices, and shall not be billed separately.

Samples submitted to the laboratory for criminal investigations, as identified on individual chain-of-custody forms, shall be stored at the laboratory in a separate, secured location. Such samples shall be stored until picked up by the Department or its designee or until the laboratory is directed in writing by the Department to dispose of the samples. Criminal investigation samples must be stored for at least four (4) months. At the end of the four (4) months, the laboratory must contact the Department in writing to request disposition of the criminal investigation samples.

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2.12 Turnaround Time (TAT)

The Contractor shall report all analytical results to the Department as soon as the data are available, but no later than thirty (30) calendar days from sample receipt. Turnaround time (TAT) shall commence with the laboratory's acceptance of the samples as noted by the time and date of the signature on the chain of custody form.

The Department may find it necessary to obtain analytical results in less than the turnaround time stated above. In these instances, the Department will notify the laboratory in writing prior to sample receipt or as soon as possible. A cost factor (multiplier) for expediting sample turnaround will be applied. However, if a sample designated for rapid turnaround is not completed in the time allotted, payment will be made according to the TAT multiplier equal to the actual TAT days used for report delivery, or the next highest increment for TAT multipliers, even if the delay is caused by events beyond the control of the Contractor. The Department must be notified in advance if acceptance of rapid turnaround samples will cause delays in the standard turnaround time for other samples.

When necessary, the Contractor must be able to pick up/receive samples late Friday and on weekends or holidays to meet holding time requirements or if samples require a quick turnaround time. If samples are routine and holding times allow, the samples shall be picked up no later than 10 AM the following Monday. The Contractor must coordinate pickup to meet short holding times.

2.13 Consultation

The Contractor shall provide technical assistance regarding sample collection, analysis, and reporting as specifically requested by the Department. These issues will be considered routine and part of this Statement of Work and shall be included in the Contractor's analytical prices and shall not be billed separately.

If necessary during the term of the contract, the Contractor shall provide analytical consulting services not otherwise defined in this Statement of Work (i.e., meetings, conferences). In those instances, arrangement to provide consulting services will be made on an "as needed" basis. Consulting conferences shall primarily involve discussions concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents and provide background information within its areas of expertise. The Contractor shall provide organized reports, calculations, and any other documentation necessary to consult regarding the data in question. Anticipated hours of consulting will be negotiated in advance between the Department and the Contractor.

2.14 Expert Testimony

If necessary during the term of the contract, the Contractor shall provide qualified expert witnesses for court testimony concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents, assist in the finding of fact, and provide background information within its areas of expertise. The Contractor shall provide

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representation and organized reports, calculations, and any other documentation necessary to defend the data in question. Reports and documents gathered by the Contractor for presentation must be submitted to the Department for review and approval prior to their presentation.

If the Contractor is called on to provide expert testimony, a written report describing the Contractor's activities concerning the testimony shall be submitted to the Department. Originals of all documents as well as copies of all calculations and visual aids used during the representation of the Department shall be submitted with this report.

2.15 Laboratory Audits

The Contractor shall be available for auditing by the Department or its designated representative(s) at any time. In addition to the biennial LELAP audits necessary to maintain accreditation, if during the term of the contract the Department suspects poor performance, the Department shall reserve the right to perform additional audits, at the expense of the Contractor.

During the contract term, the Contractor shall provide the Department Project Manager with copies of assessment reports and corrective action reports from any national or state accrediting authority that performs assessments of the laboratory. The Department reserves the right to stop work based on the severity of the findings.

3.0 PROJECT SCHEDULE

Samples will be submitted to the Contractor as needed by the Department. Within thirty (30) calendar days of sample receipt, a completed deliverable will be submitted to the Department. Accelerated turnaround times may be necessary. No minimum amount of work is guaranteed.

Ambient water quality sampling typically occurs two to four times a month at each regional office, and each region may have 8 – 30 sites per month. Every sample set has at least one (1) forty-eight (48) hour test included.

4.0 PROJECT PERSONNEL, DESIRED QUALIFICATIONS AND RESPONSIBILITIES

The Contractor shall provide qualified personnel, including non-supervisory, to accomplish the required tasks. All personnel, including non-supervisory personnel, shall meet education and experience requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation.

The Department anticipates that the functions described in the Statement of Work may be shared by combinations of project personnel (dual assignments). Desired education and experience are stated in the table below:

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Project Personnel	Responsibilities	Desired Qualifications
Key Project Personnel		
***Resumes should be provided for **all** key project personnel. ***		
Laboratory Manager	Executive level decisions regarding services provided to the Department.	Should have two (2) years managerial experience in an analytical laboratory
Laboratory Technical Director	On site management at the laboratory facility, discuss methods, alternative methods, analytical procedures, and facility operations with the Department's Project Manager. Refer also to SOW Section 5.0.	Should have a Bachelor's degree in science or a minimum of four years' equivalent experience in a related field and two years' experience in the area of environmental analysis.
Project Manager	Day to day contact with the Department Project Manager regarding sample supplies, pickup and receipt of samples, status of analysis and reporting, and day to day contact with the Department Contract Manager regarding invoices as necessary.	Should have two (2) years project manager experience in an environmental laboratory.
Quality Assurance Manager	Ensure adherence to the laboratory's Quality Assurance/Quality Control Plans, implementation of the Quality Assurance Program, and evaluate analytical data objectively.	Should have a Bachelor's degree in science or four (4) years' equivalent experience in a related field and two years' environmental laboratory experience.
Supervisor	Managing all aspects of the applicable laboratory department, including ensuring that methods or other proper protocols are being followed. Supervise and manage instrument operators and analysts.	Should have a Bachelor's degree or a minimum of four (4) years' experience in a related field and one year of experience in the area to be supervised, preferably with a minimum of six months' supervisory experience.
Other Project Personnel		
Project Personnel	**Responsibilities**	
Instrument Operators	Operation of laboratory instrumentation, assist as necessary with maintenance and calibration of equipment, perform lab analysis in accordance with approved methods, and data interpretation	
Analysts	Assist with sample preparation and analysis, maintaining and cleaning work spaces, perform data entry and documentation, data interpretation	

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The Contractor shall name a back-up Laboratory Technical Director to answer questions about analytical methods or procedures if the primary Laboratory Technical Director is unavailable. The back-up Laboratory Technical Director shall be familiar with all Laboratory Technical Director responsibilities outlined in SOW Section 5.0 before assuming the back-up position.

Back-up staff shall also be available to assume Project Manager responsibilities in the event the Project Manager is temporarily unavailable.

5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

The Department shall be notified, in accordance with LAC 33:I.4715.C and LAC 33:I.5705, of the revocation of accreditation by any state, and will result in automatic suspension of LELAP accreditation. Loss of LELAP accreditation shall be reason for termination of this contract.

If the samples to be analyzed by the Contractor are known or suspected to contain hazardous materials, substances, or waste, it shall be the Contractor's responsibility to take all necessary measures to ensure his employees' or subcontractors' employees' safety.

Project management shall include, but not be limited to, the following activities:

(1) supervision of the Contractor's personnel;

(2) contract administration:

- (a) invoicing;
- (b) changes to the contract;
- (c) meetings
- (d) resolving disputes between the Contractor and the Department; and
- (e) compliance by the Contractor with all contract clauses and conditions;

(3) record-keeping; and

(4) preparation and submission of submittals and deliverables, including but not limited to, analytical reports and EDDs.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must

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keep the Department Project Manager informed of the project status through written informal communication.

The Laboratory Technical Director as listed in the Contractor's proposal shall answer questions regarding laboratory procedures or specific analyses. The Laboratory Technical Director shall be knowledgeable of the provisions of this Statement of Work, in laboratory procedures and methodology, and the day-to-day operation of the facility. The Department will provide Data Quality Objectives (DQOs) to the laboratory when available. When interferences or dilutions will yield marginal results, those shall be reported to the Department as soon as possible. The Laboratory Technical Director shall then propose alternative accredited analytical methods to accomplish the data quality objectives of the project.

The Contractor shall notify the Department in writing of any changes in assigned Project Manager or Laboratory Technical Director. The Department shall reserve the right to approve the person assigned to either position, as well as require the replacement of that designee should he/she be found unresponsive to the Department's inquiries.

5.1 Subcontractor Requirements

All subcontractors used by the Contractor for this project must meet all requirements referenced in Section 2.0 Contractor Tasks, including laboratory accreditation requirements. Subcontractors must be listed in the Contractor's proposal or approved in writing by the Department before performing any work for the prime contractor under this contract. It shall be the responsibility of the prime contractor to ensure that requirements for quality assurance/quality control and turnaround time are met.

5.2 Deliverables

The Contractor shall prepare and submit one (1) electronic copy of the analytical results (with official laboratory signature) and one (1) LDEQ Electronic Data Deliverable (EDD) as soon as the data are available but no longer than thirty (30) calendar days from receipt of samples. The Prime Contractor must submit all deliverables generated under this contract. No deliverables will be accepted directly from subcontractors. The analytical reports and EDDs shall be sent to the following email address: deqlabinfo@la.gov.

If hard copy reports are required, they shall be sent to:

Louisiana Department of Environmental Quality
Office of Environmental Compliance
P. O. Box 4312
Baton Rouge, Louisiana 70821
Attn: Sandy Coon

Analytical reports sent by overnight means or by courier shall be directed to the Department's (physical) headquarters address listed above in Section 2.6, Sample Pickup and Transport at the Contractor's expense.

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The Contractor must be capable of producing two (2) types of data deliverables to meet the requirements of this Statement of Work – a summary report and a fully–supported data package. Refer to the Department's public web page for the Department's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: http://deq.louisiana.gov/page/leadms-resource-page.

Starting in Fiscal Year 2022 , LDEQ will institute a phased approach for direct EDD upload of all data to LDEQ's LEADMS database. The Contractor will verify compliance with EDD requirements and then submit the data directly to the Department's database. EDDs will be uploaded using one of the EQUIS tools as directed by the Department. Options include, but are not limited to, EDP® Sign and Submit, EQUIS Enterprise web portal, etc. Licensing and software for EDD upload tools will be provided at no charge to the Contractor. The Contractor is responsible for assisting with any necessary corrections. Copies of all uploaded EDDs and corresponding PDFs will still be required to be emailed to deqlabinfo@la.gov.

Criteria for rejection of deliverables shall include, but shall not be limited to:

- Not meeting holding time
- Consistently not meeting required reporting limits
- Contractor using incorrect method
- Contractor QC not according to method
- Contractor QC not acceptable
- Improper reporting (including no EDD, no raw data)
- Incorrect EDDs

At the Department's discretion, failure to meet the deliverable criteria shall result in penalties assessed to the Contractor. These penalties may include reimbursement to the Department or non-payment for analytical work.

The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance within seven days of Department request.

5.3 Data Packages

The Contractor shall have the capability of producing summary or fully-supported data packages as directed by the Department.

It is anticipated that less than ten (10%) of analyses will require fully-supported data packages; however, this could be greater based upon the needs of the Department. The Contractor must be able to provide these for any analyses that are conducted.

Fully-supported data packages shall require submitting all raw data and the associated CLP or equivalent summary forms. Summary reports shall not require attaching raw data.

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The narrative of both the summary and fully-supported data reports must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.

Preparation methods, as well as any clean up procedures, must be identified in the final report.

When revisions/corrections are requested, the narrative must be revised to describe the reason for change.

5.3.1 Summary Reports

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the EQUIS® Electronic Data Processor (EDP) and be free of errors. The report must include the laboratory certification number, the date of report preparation, and a cross-reference between the Department sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

5.3.2 Fully Supported Data Packages

Fully-supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data shall include, but shall not be limited to, extraction logs, preparation/digestion logs, quantitation reports, chromatograms, instrument analysis reports, analysis/sequence run logs, percent moisture logs, weight logs, bench sheets, standard and reagent logs, sample receipt checklist(s), etc. Raw data for all samples (including any and all dilutions) and any associated method or batch quality control samples must be included. The Contractor shall refer to the applicable CLP SOW for more detailed descriptions of the required forms https://www.epa.gov/clp). Custom forms equivalent to the CLP forms shall be acceptable.

6.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under the contract, the Department shall:

(1) provide point of contact (liaison) for technical activities (Project Manager) to determine and manage the scope, quantity, amount, duration, and timing of analytical tests for the Contractor;

(2) provide point of contact (liaison) for contract activities (Contract Manager);

(3) collect samples, label them, and prepare the samples for pickup/shipment, with completed chain of custody form(s);

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(4) provide locations for sample pickup;

(5) provide tentative sample schedules for known projects;

(6) when possible, indicate the expected concentration (low vs. high) on the chain of custody form;

(7) indicate when fully supported data packages are required;

(8) answer questions about a given sample as necessary;

(9) monitor the Contractor's QA/QC activities; and

(10) review, require revision as necessary, and accept deliverables.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject or require correction of deficient work.

7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department Project Manager will monitor the progress of the Contractor during the contract by:

(1) monitoring the Contractor's work through telephone or email communication, or meetings when necessary;

(2) ensuring that deliverables are submitted within the timeframe of the contract and meet project specific requirements;

(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals prior to payment; and

(4) monitoring the status of the laboratory's LELAP accreditation as necessary.

The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices A, B, C, and D.

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Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to payment or an increase in contract price.

8.1 Commencement Conference or Conference Call

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge, or by conference call. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices D for a face to face meeting or for a conference call, as directed by the Department. Attendance of the Contractor's Project Manager shall be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice. Only one (1) line item shall be charged. If the conference is waived, the Department will not be charged.

8.2 Payment for Analyses

The Contractor shall be paid by the Department for actual analyses performed upon approval of compliant, timely deliverables according to the analytical rates listed in Attachment 2, Schedule of Prices A, B, and C. Untimely, incomplete deliverables shall be subject to reimbursement/non-payment for analyses at the discretion of the Department. Payment for sample analysis will not be made until completion of all work in that sample delivery group (SDG).

The analytical rates shall include cost for the following and the Department **shall not** be billed separately for:

- sample containers and supplies, preservatives, shipping containers, sample pickup and/or transport, sample storage and disposal;
- dilutions;
- sample preparation and cleanup procedure costs, including but not limited to extraction, preparation, distillation, digestion, cleanup, etc. as applicable regardless of how many analytes are requested;
- tentatively identified compound (TIC) data for organic volatile and semivolatile analyses;
- all direct costs and indirect costs identified in Attachment 2, Schedule of Prices A, B, C, and D.

Prices listed in Attachment 2, Schedule of Prices A, B, and C shall be for normal thirty (30) calendar days turnaround time, summary/standard reports and direct EDD upload. When rapid turnaround time (TAT) is required, as directed in writing by the Department, the appropriate TAT multiplier from Schedule of Prices D shall be applied to the analytical rates. If the number of actual TAT days falls between two (2) of the multiplier options, payment will be made according to the higher number of TAT days.

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When fully-supported data packages are required, as noted on the chain of custody or advised in writing by the Department Project Manager, the multiplier for fully-supported data packages shall be applied to the analytical rates in the Schedule of Prices A, B, and C.

Multipliers shown in Attachment 2, Schedule of Prices D, shall apply to all analyses listed in the Attachment 2, Schedule of Prices A, B, and C. It shall be acceptable for more than one multiplier to be applied (i.e., rapid TAT and fully-supported data). All multipliers shall be applied to the base analytical rates.

The Holiday Surcharge line item shall only be applied at the specific written request and approval of the Department and turnaround time and/or sample holding times do not permit performance of these tasks during normal business/non-holiday hours. It shall be used for sample receipt and/or analysis. It shall only be applied once per day for the following days: Good Friday, Easter, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day.

Prices included in the Schedule of Prices documents shall be for liquids and solids, unless specifically marked "tissue" or specifically indicated otherwise.

Payment for an approved alternative method will be at the same rate as the original method.

The Contractor **shall not** bill the Department any additional costs other than the rates in Attachment 2, Schedule of Prices A, B, C, and D. These charges shall be denied.

8.3 Payment for Consulting Services or Expert Testimony

The Consulting Services payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices D. Payment shall be limited to actual hours as documented on signed time sheets or other verifying documents. Invoices for consulting services shall be accompanied by a written request by the Department Project Manager for reimbursable consulting services. The hourly consultation rate shall not be used for routine correspondence between the Department and the Contractor related to samples and analysis.

The Expert Testimony payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices D. Payment shall be limited to actual hours as documented on signed time sheets, other verifying documents or as evidenced by the duration of hearings and/or court cases.

8.4 Travel Time and Expenses for Consulting Services or Expert Testimony

Travel time for Consulting Services or Expert Testimony as directed by the Department shall be reimbursed according to the rate specified in Attachment 2, Schedule of Prices D.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49 (http://www.doa.la.gov/pages/osp/travel/travelpolicy.aspx).

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9.0 RESOURCES

Valuable information concerning this RFP can be found using the following links:

9.1 LDEQ EDD Submittal Requirements Manual and List of Valid Values

http://deq.louisiana.gov/page/leadms-resource-page

9.2 LDEQ RECAP Documents (current at RFP issuance date)

http://deq.louisiana.gov/page/recap

9.3 Louisiana Administrative Code Title 33

Louisiana Environmental Laboratory Accreditation Program (LELAP) (LAC 33:I, Chapters 45-59
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v01OSEC.docx

Louisiana Department of Environmental Quality Confidential Information Regulations (LAC 33:I,
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v01OSEC.docx

Category II Hazardous Wastes (LAC 33:V.4903)
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v05HW.docx

Solid Waste – Groundwater Sampling and Analysis Plan – Appendix C (LAC 33:VII.3005)
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v07SW.docx

9.4 CLP Statement of Work

http://www.epa.gov/clp

9.5 LELAP Information and Regulations

http://deq.louisiana.gov/page/la-lab-accreditation

2009 TNI standard: http://www.nelac-institute.org/content/CSDP/standards.php

9.6 LDEQ Water Quality Standards and Assessment QAPPs

Ambient Water Quality:
https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11925523&ob=yes&child=yes

Biotic Ligand Model:
http://edms.deq.louisiana.gov/app/doc/view.aspx?doc=12312788&ob=yes&child=yes

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9.7 Other Document References

Test Methods for Evaluating Solid Waste Physical/Chemical Methods, 3rd Edition with approved updates, SW-846, Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, DC. SW-846 Methods may also be found at SW-846 On-Line - https://www.epa.gov/hw-sw846.

Clean Water Act Methods - http://water.epa.gov/scitech/methods/cwa/index.cfm.

Standard Methods for the Examination of Water and Wastewater, American Public Health Association, 1015 Fifteenth Street N. W., Washington, D. C., 20005. the most current 40CFR Part 136 approved edition, including Online editions.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr136_main_02.tpl

Code of Federal Regulations, 40 CFR, Part 136, the most current revisions: same link as above

Section 6 of USEPA'S A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001, OSWER Directive 9355.0-14, 1987.
https://nepis.epa.gov/Exe/ZyNET.exe/200188RE.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1986+Thru+1990&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C86thru90%5CTxt%5C00000015%5C200188RE.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL

Louisiana and other applicable states' Department of Transportation (DOT) rules governing the transportation of hazardous materials.

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ATTACHMENT 2

SCHEDULE OF PRICES A
Routine Clean Water Act Methods

Test/Analyte Coverage Requirement = 85% (526 of 619) of Schedule A and B and Exhibits 1 and 2
*****Please refer to Section 3.2.7 of the RFP prior to completing document*****

CAS Number	Analyte Code	Analyte	Method[1]	Reporting Limit[2]	Rate[3]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alertnative Method
INORGANICS								
ALK	1505	Alkalinity	SM2320B	2.0-5.0 mg/L	$10.00		C	
NH3N	1515	Ammonia Nitrogen as N (must be distilled prior to analysis)	SM4500 NH3-B followed by SM4500 NH3-D	0.1 mg/L	$10.00		C	SM4500 NH3G
16887-00-6	1575	Chloride	EPA 300.0 or SM4500 Cl-E	1.25 mg/L	$14.00		C	SM4500 Cl-E
COLOR	1605	True Color	SM2120B	5 PCU	$10.00		C	
HARD	1755	Total Hardness as CaCO3 (must be direct analysis)	SM2340C	5 mg/L	$10.00		C	
TKN	1795	Total Kjeldahl Nitrogen (TKN)	EPA 351.2 or SM4500 NH3-D	0.10 mg/L	$16.00		C	EPA 351.2
NO3NO2N	1820	Nitrate-Nitrite Nitrogen as N	EPA 353.2 or SM4500 NO3 F	0.05 mg/L	$11.00		C	SM4500 N03 F
	1910	Total Phosphorus (TP)	EPA 365.4 or SM4500 P-E	0.05 mg/L	$15.00		C	EPA 365.4
TDS	1955	Residue-filterable (Total Dissolved Solids (TDS))	SM2540C	10 mg/L	$10.00		C	
TSS	1960	Residue-non-filterable (Total Suspended Solids (TSS))	SM2540D	4 mg/L	$9.00		C	
SC	1610	Specific Conductance	EPA 120.1 or SM2510B	10 umhos/cm	$9.00		C	SM2510B
14808-79-8	2000	Sulfate	EPA 300.0	1.25 mg/L	$20.00		C	ASTMD516
TURB	2055	Turbidity	EPA 180.1 or SM2130B	1 NTU	$10.00		C	SM2310B
TOTPHEN	1905	Total Phenolics	EPA 420.1 or 420.4	5.0 ug/L	$35.00	Ana-Lab	C	EPA 420.1
FECCOLIFORM	2530	Fecal Coliforms	SM9222D	2 colonies/100 ml	$22.00	Pace Baton Rouge	C	
ENTEROCOCCI	2520	Enterococci	EPA 1600, SM9230D, or Enterolert®	10 colonies/100 ml	$55.00	Pace Baton Rouge	C	EPA 1600
BOD5	1530	Biochemical Oxygen Demand, 5 day (BOD5)	SM5210B	2.0 mg/L	$16.00		C	

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ATTACHMENT 2

SCHEDULE OF PRICES A
Routine Clean Water Act Methods

Test/Analyte Coverage Requirement = 85% (526 of 619) of Schedule A and B and Exhibits 1 and 2
*****Please refer to Section 3.2.7 of the RFP prior to completing document*****

CAS Number	Analyte Code	Analyte	Method[1]	Reporting Limit[2]	Rate[3]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alertnative Method
CBOD5	1555	Carbonaceous Biochemical Oxygen Demand, 5 day (CBOD5)	SM5210B	2.0 mg/L	$16.00		C	
OILGREASE	1860	Oil and Grease (HEM)	EPA 1664	5.0 mg/L	$23.00		C	
COD	1565	Chemical Oxygen Demand	EPA 410.4 or SM5220D	20 mg/L	$15.00		C	SM5220D
TOC	2040	Total Organic Carbon	SM5310B	1.0 mg/L	$17.00		C	
DOC		Dissolved Organic Carbon	SM5310B	1.0 mg/L	$17.00		C	
NA	NA	Sample filtration for dissolved parameters	NA		$17.00		C	
PH	1900	pH	SM4500-H B	0.01 SU	$5.00		C	
TON	NA	Organic Nitrogen	Calculation	Calculation	$0.00		C	
479-61-8	9344	Chlorophyll a	EPA 445 or EPA 447	1 ug/L	$60.00		C	SM 10200
	10297	Pheophytin a	EPA 445 or EPA 447	1 ug/L	$49.00	Ana-Lab	C	445.0 Rev 1.2
	1870	Orthophosphate as P, filtered	EPA 365.1	0.02 ug/L	$20.00	Pace Florida	C	
VSS	1970	Volatile Suspended Solids	EPA 160.4	1 mg/L	$7.00	Pace Tennessee	C	SM 2540 E-2011
NO3NO2N	1820	Low Level Nitrate-Nitrite Nitrogen as N	EPA 353.2 or SM4500 NO3 F	0.01 mg/L	$10.00	Pace Gulf Coast	C	EPA 353.2
	1910	Low Level Total Phosphorus (TP)	EPA 365.4 or SM4500 P-E	0.004 mg/L	$15.00	Pace Florida	C	EPA 365.3
METALS								
See Exhibit 1, Analyte lists for specifics required by each method.								
See Exhibit 1	See Exhibit 1	Metals by ICP, per metal	EPA 200.7	See Exhibit 1	$6.00		C	
See Exhibit 1	See Exhibit 1	Metals by ICP/MS, per metal	EPA 200.8	See Exhibit 1	$9.00		C	
7439-97-6	1095	Mercury	EPA 245.1	0.05 ug/L	$15.00		C	EPA 245.2

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ATTACHMENT 2

SCHEDULE OF PRICES A
Routine Clean Water Act Methods

Test/Analyte Coverage Requirement = 85% (526 of 619) of Schedule A and B and Exhibits 1 and 2
*****Please refer to Section 3.2.7 of the RFP prior to completing document*****

CAS Number	Analyte Code	Analyte	Method[1]	Reporting Limit[2]	Rate[3]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alertnative Method
ORGANICS								
See Exhibit 1, Analyte Lists for specifics required for each organic method.								
See Exhibit 1	See Exhibit 1	Semivolatiles	EPA 625	See Exhibit 1	$130.00		C	
See Exhibit 1	See Exhibit 1	Pesticides	EPA 608 or 625	See Exhibit 1	$60.00	Pace Gulf Coast	C	EPA 608
See Exhibit 1	See Exhibit 1	PCBs	EPA 608 or 625	See Exhibit 1	$45.00	Pace Gulf Coast	C	EPA 608
See Exhibit 1	See Exhibit 1	Volatiles	EPA 624 or 601/602	0.5 ug/L	$55.00		C	EPA 624
See Exhibit 1	See Exhibit 1	Volatiles by GC/MS (Drinking Water method but used for Non-Potable Water) NOTE - ONLY LDHH certification is required.	EPA 524.2	0.5 ug/L	$70.00	Pace Florida	C	

[1]Alternative methods to those listed here will only be accepted if they are approved in the 40 CFR Part 136.

[2]Reporting limits MUST be equal to or less than those listed herein. Higher reporting limits will not be accepted, with the exception of dilution and matrix interference as discussed in Attachment 1, SOW, Section 2.4, Sample Quantitation Limits.

[3]Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, report generation and EDD upload, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

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ATTACHMENT 2

SCHEDULE OF PRICES B
Routine SW846 Methods

Test/Analyte Coverage Requirement = 85% (526 of 619) of Schedule A and B and Exhibits 1 and 2
*****Please refer to Section 3.2.7 of the RFP prior to completing this document*****

CASRN	Analyte Code	Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method
METALS/INORGANICS							
See Exhibit 2	See Exhibit 2	Metals by ICP, per metal[2]	EPA 6010	$6.00		C	
See Exhibit 2	See Exhibit 2	Metals by ICP/MS, per metal[2]	EPA 6020	$9.00		C	
7439-97-6	1095	Mercury in Water[4]	EPA 7470	$15.00		C	
7439-97-6	1095	Mercury in Soil/Sediment[3]	EPA 7471	$15.00		C	
	1424	Filtration for Dissolved Metals	PREP	$17.00		C	
18540-29-9	1045	Chromium VI[2]	EPA 7196A	$15.00		C	
57-12-5	1645	Total Cyanide[2]	EPA 9012A	$15.00		C	
84145-82-4	1810	Nitrate Nitrogen[2]	EPA 9056	$15.00	Pace Gulf Coast	C	
	1840	Nitrite Nitrogen[2]	EPA 9056	$15.00	Pace Gulf Coast	C	
		Nitrate-Nitrite Nitrogen[2]	EPA 9056	$11.00	Pace Gulf Coast	C	
16887-00-6	1575	Chloride[2]	EPA 9056	$14.00	Pace Gulf Coast	C	
14808-79-8	2000	Sulfate[2]	EPA 9056	$19.00	Pace Gulf Coast	C	
16984-48-8	1730	Fluoride[2]	EPA 9056	$15.00	Pace Gulf Coast	C	
TOTPHEN	1905	Total Recoverable Phenolics[2]	EPA 9065	$15.00		C	
TCLP							
	1466	Toxicity Characteristic Leaching Procedure (TCLP) - non-volatile or volatile[2]	EPA 1311	$20.00		C	
	1460	Synthetic Precipitation Leaching Procedure (SPLP)[2]	EPA 1312	$20.00		C	
	1900	Corrosivity - pH[4]	EPA 9040B	$5.00		C	
	1900	Corrosivity - pH[3]	EPA 9045D	$5.00		C	9045C
	1780	Ignitability - Pensky Martens[4]	EPA 1010	$18.00		C	

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ATTACHMENT 2

SCHEDULE OF PRICES B
Routine SW846 Methods

Test/Analyte Coverage Requirement = 85% (526 of 619) of Schedule A and B and Exhibits 1 and 2
*****Please refer to Section 3.2.7 of the RFP prior to completing this document*****

CASRN	Analyte Code	Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method
	1780	Ignitability of Solids[3]	EPA 1030	$18.00	Pace Gulf Coast	C	
	1923	Reactivity - Cyanide[2]	SW 846 7.3	$18.00		C	
	1925	Reactivity - Sulfide[2]	SW 846 7.3	$18.00		C	
ORGANICS							
106-93-4 / 96-12-8	4585 / 4570	EDB & DBCP by GC[4]	EPA 8011	$45.00	Pace Gulf Coast	C	
See Exhibit 2	See Exhibit 2	Purgeable Halogenated & Aromatics (GC)[2]	EPA 8021B	$55.00		C	
See Exhibit 2	See Exhibit 2	Volatiles by GC/MS[2]	EPA 8260B	$55.00		C	
	9408	Total Petroleum Hydrocarbons (TPH) - Gasoline Range Organics[2]	EPA 8015B	$25.00		C	
	9369	TPH - Diesel Range Organics[2]	EPA 8015B	$45.00		C	
	9506	TPH - Oil Range Organics[2]	EPA 8015B	$45.00		C	
50-00-0		Formaldehyde	EPA 8315A	$192.00	Ana-Lab	C	
See Exhibit 2	See Exhibit 2	Semivolatiles (Base Neutrals & Acids) by GC/MS[2]	EPA 8270C	$130.00		C	
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH)[2]	TNRCC 1005	$45.00	Pace Gulf Coast	C	
	See Exhibit 2	Extractable Petroleum Hydrocarbons (EPH)[2]	TNRCC 1006	$85.00	Pace Gulf Coast	C	
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH) by GC/PID/FID[2]	MADEP	$40.00		C	
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH) by GC/MS[2]	MADEP	No Bid		N/A	N/A
	See Exhibit 2	Extractable Petroleum Hydrocarbons (EPH)[2]	MADEP	$85.00	Pace Gulf Coast	C	

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ATTACHMENT 2

SCHEDULE OF PRICES B
Routine SW846 Methods

Test/Analyte Coverage Requirement = 85% (526 of 619) of Schedule A and B and Exhibits 1 and 2
*****Please refer to Section 3.2.7 of the RFP prior to completing this document*****

CASRN	Analyte Code	Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method
See Exhibit 2	See Exhibit 2	Organochlorine Pesticides[2]	EPA 8081A	$75.00	Pace Gulf Coast	C	
See Exhibit 2	See Exhibit 2	Polychlorinated Biphenyls (PCBs) by GC[2]	EPA 8082	$45.00	Pace Gulf Coast	C	
		Organophosphorus Pesticides[2]	EPA 8141A	$89.00	Pace Gulf Coast	C	
See Exhibit 2	See Exhibit 2	Herbicides[2]	EPA 8151	$89.00	Pace Gulf Coast	C	
See Exhibit 2	See Exhibit 2	Polynuclear Aromatic Hydrocarbons by HPLC[2]	EPA 8310	$65.00		C	8270C
See Exhibit 2	See Exhibit 2	PCDDs/PCDFs[2]	EPA 8280A	$290.00	Pace Minnesota	C	8280B
See Exhibit 2	See Exhibit 2	PCDDs/PCDFs by HRGC/HRMS[2]	EPA 8290	$335.00	Pace Minnesota	C	

Analytes listed in Exhibit 2 and their reporting limits listed in Table 1 of the RECAP document (see 9.2 of SOW for link to current table) are required.

[1]Rates listed shall apply to both water and solid matrices unless specified otherwise. Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, report generation and EDD upload, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

[2]Matrix in both Solid and Water

[3]Matrix in Solid only

[4]Matrix in Water only

ATTACHMENT 2
SCHEDULE OF PRICES C
Other Tests

OTHER TESTS – AT LEAST 25% COVERAGE MANDATORY (i.e., 19 out of 76)

*****Please refer to Section 3.2.7 of the RFP prior to completing this document*****

CASRN	Analyte Code	Test/Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method	List lowest achieveable limit
OTHER								
16984-48-8	1730	Fluoride[4]	SM4500-F D	$14.00	Pace TN	C	EPA 300.0	0.064mg/L
OILGREASE	1860	Oil and Grease in sludge/sediment[3]	EPA 9071A	$30.00	Pace Gulf Coast	C	EPA 9071B	100 mg/kg
	1870	Orthophosphate as P[2]	EPA 9056	$15.00	Pact TN	C	SM 4500 P-E	0.014 mg/L
		Orthosilicate[4]		No Bid		N/A	N/A	N/A
	631	Percent Organic Matter[3]	ASTM D2974	$20.00		C		0.1%(w/w)
7601-90-3	1895	Perchlorate[2]	EPA 6860	$89.00	Pace TN	C	314.0M	0.0003 mg/L
SC	1610	Specific Conductance[2]	EPA 9050A	$8.00		C		1 umhos/com
14808-79-8	2000	Sulfate[2]	EPA 9038	$15.00		C		1 mg/L
18496-25-8	2005	Sulfide[2]	SM 4500 S2 F or E	$15.00		C	SM 4500 S2D	0.02 mg/L
18496-25-8	2005	Sulfide[3]	EPA 9034	$15.00		C		50 mg/kg
14265-45-3	2015	Sulfite[4]	SM4500 SO3 B	$25.00	Pace Gulf Coast	C		2 mg/L
TOC	2040	Total Organic Carbon (TOC)[2]	EPA 9060	$17.00		C		1 mg/L
TOX	2045	Total Organic Halides (TOX)[2]	EPA 9020B	$50.00	Pace TN	C		0.0277 mg/L
TOTPHEN	1905	Total Recoverable Phenolics[2]	EPA 9066	$18.00		C		0.02 mg/L
NH3N	1515	Low Level Ammonia Nitrogen as N (0.05 mg/L or lower)[4]	SM4500B+SM4500 NH3D or E	$12.00	Pace TN	C	350.1 Rev 2	0.031 mg/L
TKN	1795	Low Level Total Kjeldahl Nitrogen (TKN) (0.05 mg/L or lower)[4]	EPA 351.2 or SM4500 NH3-C or SM4500 NH3-D	$15.00	Pace TN	C	350.2 Rev 2	0.035 mg/L
ORGANICS								
See Exhibit 3	See Exhibit 3	Dioxins and Furans[2]	EPA 1613B	$450.00	Pace Minnesota	C		2.59 pg/L
		Ethanol		$35.00		C	8260B	500 ug/L
		Glycols[2]	EPA 8015B	$70.00	Pace TN	C		1.9 mg/L
		Glycols[2]	EPA 8260B	No Bid		N/A		N/A
		Low Level Semivolatiles by GC/MS SIM[2]	EPA 8270 SIM	$65.00		C		0.1 mg/L
		Non Halogenated Volatiles[2]	EPA 8015B	$55.00		C		0.12 mg/L
		Organochlorine Pesticides[2]	EPA 8270C	$75.00	Pace Gulf Coast	C	EPA 8081	0.001 ug/L
		Polychlorinated Biphenyls (PCBs) by GC/MS[2]	EPA 8270C	$45.00	Pace Gulf Coast	C	EPA 8082	0.2 ug/L

ATTACHMENT 2
SCHEDULE OF PRICES C
Other Tests

OTHER TESTS – AT LEAST 25% COVERAGE MANDATORY (i.e., 19 out of 76)
*****Please refer to Section 3.2.7 of the RFP prior to completing this document*****

CASRN	Analyte Code	Test/Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method	List lowest achieveable limit
		PCBs in Oil (GC)[3]	EPA 600/4-81-045	$30.00	Pace Gulf Coast	C	EPA 8082	0.2 ug/L
See Exhibit 3	See Exhibit 3	PCB Congeners - 12 Congeners[2]	EPA 1668	$460.00	Pace Minnesota	C		17.5 pg/L
		PCB Congeners - 209 Congeners[2]	EPA 1668	$765.00	Pace Minnesota	C		17.5 pg/L
		Explosives (HPLC)[2]	EPA 8330B	$150.00	Pace Gulf Coast	C		0.13 ug/L
107-02-8	4325	Acrolein[4]		$35.00		C	8260B	20 ug/L
63-25-2	7195	Carbaryl[4]		$120.00	Pace Dallas	C	EPA 632	.004 mg/L
333-41-5	7410	Diazinon[4]		$89.00	Pace Gulf Coast	C	EPA 8141	0.238 ug/L
688-73-3		Tributyltin[4]		$346.00	ALS Kelso	C	ALS SOP	0.05 ug/L
120068-37-3		Fipronil (2.3 ug/L or lower)[4]		No Bid		N/A		N/A
TISSUE TESTS								
See Exhibit 3	See Exhibit 3	Dioxins and Furans in Tissue	EPA 1613B	$450.00	Pace Minnesota	C		0.183 ng/kg
		Herbicides		No Bid		N/A		N/A
7439-97-6	1095	Mercury in Tissue	EPA 245.6	$60.00	Pace Green Bay	C		0.00564 m/kg
7439-97-6	1095	Mercury in Tissue	SW 846	$50.00	Pace Green Bay	C	7471B	.00494 mg/kg
		Metals in Tissue (non-Mercury), per metal		$25.00	Pace Green Bay	C	6020A	0.019 mg.kg
		Organochlorine Pesticides by GC		$200.00	Pace Green Bay	C	8081A	2.5 ug/kg
		Organochlorine Pesticides by GC/MS		No Bid		N/A		N/A
		Organophosphorus Pesticides by GC		No Bid		N/A		N/A
		PCBs by GC		$165.00	Pace Green Bay	C	8082A	8.21 ug/kg
		PCBs by GC/MS		No Bid		N/A		N/A
See Exhibit 3	See Exhibit 3	PCB Congeners - 12 Congeners	EPA 1668	$445.00	Pace Minnesota	C	EPA 1668C	1.79 ng/kg
		PCB Congeners - 209 Congeners		$745.00	Pace Minnesota	C	EPA 1668C	1.79 ng/kg
		PCDDs/PCDFs		$545.00	Pace Minnesota	C	EPA 1613B	.183 ng/kg
		PCDDs/PCDFs by HRGC/HRMS		$545.00	Pace Minnesota	C	EPA 1613B	.183 ng/kg
		Semivolatiles by GC/MS		$175.00	Pace Green Bay	C	8270C SIM	0.767 ug/kg
		Volatiles by GC/MS		No Bid		N/A		N/A

ATTACHMENT 2
SCHEDULE OF PRICES C
Other Tests

OTHER TESTS – AT LEAST 25% COVERAGE MANDATORY (i.e., 19 out of 76)

*****Please refer to Section 3.2.7 of the RFP prior to completing this document*****

CASRN	Analyte Code	Test/Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method	List lowest achieveable limit
BIOLOGICAL TESTS (WATER ONLY)								
	2500	Total Coliforms	SM9222B	$30.00	Pace Baton Rouge	C	SM 9222D	1 col/100ml
		Microcystins	EPA 546	No Bid		N/A		N/A
		Nodularin	EPA 546	No Bid		N/A		N/A
		Cylindrospermopsin	EPA 546	No Bid		N/A		N/A
		Anatoxins		No Bid		N/A		N/A
		Saxitoxins		No Bid		N/A		N/A
		Phycocyanin		No Bid		N/A		N/A
		Cyanobacteria ID & Enumeration		No Bid		N/A		N/A
		Algal ID, Enumeration & Biovolume		No Bid		N/A		N/A

[1]Rates listed shall apply to both water and solid matrices, where methods allow, unless specified otherwise. Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, report generation and EDD upload, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

[2]Matrix in both Solid and Water

[3]Matrix in Solid only

[4]Matrix in Water only

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ATTACHMENT 2

SCHEDULE OF PRICES D
Labor and Multipliers

Please refer to Section 3.2.7 of the RFP footnotes prior to completing this document

LABOR		
Item	Unit	Rate[1]
Commencement Conference at LDEQ Headquarters	Lump Sum	$0.00
Conference Call	Lump Sum	$0.00
Expert Testimony	Hour	$95.00
Consulting (i.e., meetings @ LDEQ)	Hour	$40.00
Travel Time for Expert Testimony or Consulting	Hour	$10.00
Holiday Surcharge	Day	$150.00

MULTIPLIERS[2]		
Multiplier Type	Unit	Percentage
Fully-Supported Data Package	% per Sample Delivery Group	10%
21-Day Rapid Turn-Around	% per Sample Delivery Group	0%
14-Day Rapid Turn-Around	% per Sample Delivery Group	0%
7-Day Rapid Turn-Around	% per Sample Delivery Group	5%
5-Day Rapid Turn-Around	% per Sample Delivery Group	10%
3-Day Rapid Turn-Around	% per Sample Delivery Group	20%
1-Day Rapid Turn-Around	% per Sample Delivery Group	50%
Same-Day Rapid Turn-Around	% per Sample Delivery Group	100%

[1]Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

[2]All multipliers shall be applied to the BASE analytical rates.

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ATTACHMENT 3
REQUIREMENTS OF THE GRANT

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018 regarding this procurement contract and all subcontracts awarded by the Contractor.

The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.

b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.

d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. – e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to

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carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than thirty (30) calendar days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six (6) good faith efforts if soliciting a replacement subcontractor.

2. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information refer to https://www.epa.gov/resources-small-businesses/getting-epa-dbe-certified.

3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: http://www.sam.gov. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. RESTRICTION ON LOBBYING

In accordance with 40 CFR Part 34 and the EPA General Terms and Conditions, the Contractor shall submit certification of compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) to the Department. The Contractor must certify, and if applicable, must require its subcontractors to certify, 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. The Contractor must also disclose, and must require its subcontractors to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining the award of this Contract.

5. PROCUREMENT OF RECOVERED MATERIALS

Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and 2 CFR 200.322, the Contractor is required to procure: certain items designated in EPA guidelines, as identified in 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; and solid waste management services in a manner that maximizes energy and resource recovery; and to establish an affirmative procurement program for procurement of recovered materials as identified in the EPA guidelines. Pursuant to 40 CFR 247.2(d), the contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

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6. CLEAN AIR AND CLEAN WATER ACT

The Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the CAA (42 U.S.C. 7401-767q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

The Contractor is required to comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits of discrimination on the basis of sex in CWA-funded programs or activities.

7. OPERATION AND MAINTENANCE OF NPS MANAGEMENT PRACTICES

The Contractor and its employees and subcontractors shall properly operate and maintain nonpoint source management practices that have been implemented, when applicable. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards.

8. PUBLIC AWARENESS

The Contractor is required to comply with CWA Section 319 Non-point Source Assistance Agreements Public Awareness Terms and Conditions effective October 1, 2014 for applicable tasks as described in the Scope of Services. Refer to the Scope of Services for details.

9. REPORTING REQUIREMENTS

a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 3, Form A. The information in the report should cover the period ending September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

b. The Contractor must provide its Data Universal Numbering System (DUNS) number by completing Attachment 3, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract amendment.

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts

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P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

c. The Contractor must certify, and if applicable, must require its subcontractors to certify, that it has not used and will not use any federal funds as described in the EPA form, Certification Regarding Lobbying, by completing Attachment 3, Form C. **This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.**

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

d. The Contractor must report, and if applicable, must require its subcontractors to report, any non-federally funded lobbying activities in connection with this federally-funded Contract by completing Attachment 3, Form D, Disclosure of Lobbying Activities. This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

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LaGov No. 4400022156

ATTACHMENT 3
Form A

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

A good faith effort has been made to obtain MBE/WBE vendors _____ **DATE:**_____
SIGNATURE

_____
Print Name

_____
CONTRACTOR

Annual Reporting for: (Oct _____ - Sept _____)
Year Year

4/11/17

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ATTACHMENT 3
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ LaGov Number:	4400022156
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	

DUNS Registration Information: http://fedgov.dnb.com/webform OR 1-866-705-5711
Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive $25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [X] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [X] b. initial award
- [ ] c. post-award

3. * Report Type:
- [X] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[X] Prime [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

CASRN	Analyte Code	Parameter	Reporting Limit (ug/L)
METALS ANALYTE LIST			
Metals by ICP, per metal - EPA Method 200.7			
7429-90-5	1000	Aluminum	100
7440-36-0	1005	Antimony	6.0
7440-38-2	1010	Arsenic	10
7440-39-3	1015	Barium	1.0
7440-41-7	1020	Beryllium	1.0
7440-43-9	1030	Cadmium	1.0
7440-70-2	1035	Calcium	1000
7440-47-3	1040	Chromium	5.0
7440-48-4	1050	Cobalt	5.0
7440-50-8	1055	Copper	10
7439-89-6	1070	Iron	20
7439-92-1	1075	Lead	10
7439-95-4	1085	Magnesium	1000
7439-96-5	1090	Manganese	10
7439-98-7	1100	Molybdenum	20
7440-02-0	1105	Nickel	5.0
7440-09-7	1125	Potassium	1000
7782-49-2	1140	Selenium	30
	1990	Silica as SiO2	1000
7440-22-4	1150	Silver	10
7440-23-5	1155	Sodium	1000
7440-28-0	1165	Thallium	30
7440-62-2	1185	Vanadium	5.0
7440-66-6	1190	Zinc	20
Metals by ICP/MS, per metal - EPA Method 200.8			
7429-90-5	1000	Aluminum	100
7440-36-0	1005	Antimony	1.0
7440-38-2	1010	Arsenic	1.0
7440-39-3	1015	Barium	1.0
7440-41-7	1020	Beryllium	1.0
7440-43-9	1030	Cadmium	1.0
7440-70-2	1035	Calcium	1000
7440-47-3	1040	Chromium	1.0
7440-48-4	1050	Cobalt	1.0
7440-50-8	1055	Copper	1.0
7439-89-6	1070	Iron	20
7439-92-1	1075	Lead	1.0
7439-95-4	1085	Magnesium	1000
7439-96-5	1090	Manganese	1.0
7439-98-7	1100	Molybdenum	1.0
7440-02-0	1105	Nickel	1.0
7440-09-7	1125	Potassium	1.0
7782-49-2	1140	Selenium	1.0
	1990	Silica as SiO2	1.0
7440-22-4	1150	Silver	1.0

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

7440-23-5	1155	Sodium	1000
7440-28-0	1165	Thallium	1.0
7440-62-2	1185	Vanadium	1.0
7440-66-6	1190	Zinc	5.0
ORGANIC ANALYTE LISTS			
Semivolatiles			
120-82-1	5155	1,2,4-Trichlorobenzene	10
88-06-2	6840	2,4,6-Trichorophenol	20
120-83-2	6000	2,4 Dichorophenol	20
105-67-9	6130	2,4-Dimethylphenol	20
51-28-5	6175	2,4-Dinitrophenol	20
121-14-2	6185	2,4-Dinitrotoluene	10
606-20-2	6190	2,6-Dinitrotoluene	10
91-58-7	5795	2-Chloronaphthalene	10
95-57-8	5800	2-Chlorophenol	20
534-52-1	6360	2-methyl-4,6-Dinitrophenol	20
88-75-5	6490	2-Nitrophenol	20
91-94-1	5945	3,3'-Dichlorobenzidine	10
101-55-3	5660	4-Bromophenyl phenyl ether	10
59-50-7	5700	4-Chloro-3-methylphenol	20
7005-72-3	5825	4-Chlorophenyl phenyl ether	10
100-02-7	6500	4-Nitrophenol	20
83-32-9	5500	Acenaphthene	10
208-96-8	5505	Acenaphthylene	10
120-12-7	5555	Anthracene	10
92-87-5	5595	Benzidine	20
56-55-3	5575	Benzo(a)anthracene	10
50-32-8	5580	Benzo(a)pyrene	10
205-99-2	5585	Benzo(b)fluoranthene	10
191-24-2	5590	Benzo(g,h,i)perylene	10
207-08-9	5600	Benzo(k)fluoranthene	10
111-91-1	5760	Bis(2-chloroethoxy)methane	10
111-44-4	5765	Bis(2-chloroethyl)ether	10
108-60-1	5780	Bis(2-chloroisopropyl)ether	10
117-81-7	6065	Bis(2-ethylhexyl)phthalate	10
85-68-7	5670	Butylbenzylphthalate	10
218-01-9	5855	Chrysene	10
84-74-2	5925	Di-n-butylphthalate	10
117-84-0	6200	Di-n-octylphthalate	10
53-70-3	5895	Dibenz(a,h)anthracene	10
84-66-2	6070	Diethylphthalate	10
131-11-3	6135	Dimethylphthalate	10
206-44-0	6265	Fluoranthene	10
86-73-7	6270	Fluorene	10
118-74-1	6275	Hexachlorobenzene	10
87-68-3	4835	Hexachlorobutadiene	10
77-47-4	6285	Hexachlorcyclopentadiene	10
67-72-1	4840	Hexachloroethane	10

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

193-39-5	6315	Indeno(1,2,3-cd)pyrrene	10
78-59-1	6320	Isophorone	10
62-75-9	6530	N-Nitrosodimethylamine	10
86-30-6 / 122-39-4	6535 / 6205	N-Nitrosodiphenylamine/ Diphenylamine	10
621-64-7	6545	N-Nitroso-di-n-propylamine	10
91-20-3	5005	Napthalene	10
98-95-3	5015	Nitrobenzene	10
87-86-5	6605	Pentachlorophenol	20
85-01-8	6615	Phenanthrene	10
108-95-2	6625	Phenol	20
129-00-0	6665	Pyrene	10
Pesticides			
72-54-8	7355	4,4'-DDD	0.4
72-55-9	7360	4,4'-DDE	0.4
50-29-3	7365	4,4'-DDT	0.4
309-00-2	7025	Aldrin	0.4
319-84-6	7110	alpha BHC	0.4
319-85-7	7115	beta BHC	0.4
5103-71-9	7240	alpha Chlordane	0.4
5103-74-2	7245	gamma Chlordane	0.4
57-74-9	7250	Chlordane	2.0
319-86-8	7105	delta BHC	0.4
60-57-1	7470	Dieldrin	0.4
959-98-8	7510	Endosulfan I	0.4
33213-65-9	7515	Endosulfan II	0.4
1031-07-8	7520	Endosulfan Sulfate	0.4
72-20-8	7540	Endrin	0.4
7421-93-4	7530	Endrin Aldehyde	0.4
53494-70-5	7535	Endrin Ketone	0.4
58-89-9	7120	gamma BHC	0.2
72-43-5	7810	Methoxychlor	0.5
76-44-8	7685	Heptachlor	0.05
1024-57-3	7690	Heptachlor epoxide	0.2
8001-35-2	8250	Toxaphene	3.0
PCBs			
12674-11-2	8880	PCB 1016	0.5
11104-28-2	8885	PCB 1221	0.5
11141-16-5	8890	PCB 1232	0.5
53469-21-9	8895	PCB 1242	0.5
12672-29-6	8900	PCB 1248	0.5
11097-69-1	8905	PCB 1254	0.5
11096-82-5	8910	PCB 1260	0.5

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

ORGANIC ANALYTE LISTS			
CASRN	**Analyte Code**	**Parameter**	**Method**
Volatiles			
71-55-6	5160	1,1,1-trichloroethane	EPA 601/602 or EPA 624
79-34-5	5110	1,1,2,2-tetrachloroethane	EPA 601/602 or EPA 624
79-00-5	5165	1,1,2-trichloroethane	EPA 601/602 or EPA 624
75-34-3	4630	1,1-dichloroethane	EPA 601/602 or EPA 624
75-35-4	4640	1,1-dichloroethene	EPA 601/602 or EPA 624
95-50-1	4610	1,2-dichlorobenzene	EPA 601/602 or EPA 624
107-06-2	4635	1,2-dichloroethane	EPA 601/602 or EPA 624
78-87-5	4655	1,2-dichloropropane	EPA 601/602 or EPA 624
541-73-1	4615	1,3-dichlorobenzene	EPA 601/602 or EPA 624
106-46-7	4620	1,4-dichlorobenzene	EPA 601/602 or EPA 624
71-43-2	4375	Benzene	EPA 601/602 or EPA 624
75-27-4	4395	Bromodichloromethane	EPA 601/602 or EPA 624
75-25-2	4400	Bromoform	EPA 601/602 or EPA 624
74-83-9	4950	Bromomethane	EPA 601/602 or EPA 624
56-23-5	4455	Carbon tetrachloride	EPA 601/602 or EPA 624
108-90-7	4475	Chlorobenzene	EPA 601/602 or EPA 624
75-00-3	4485	Chloroethane	EPA 601/602 or EPA 624
67-66-3	4505	Chloroform	EPA 601/602 or EPA 624
74-87-3	4960	Chloromethane	EPA 601/602 or EPA 624
10061-01-5	4680	cis-1-3-dichloropropene	EPA 601/602 or EPA 624
124-48-1	4575	Dibromochloromethane	EPA 601/602 or EPA 624
100-41-4	4765	Ethylbenzene	EPA 601/602 or EPA 624
1634-04-4	5000	Methyl-t-butyl ether	EPA 601/602 or EPA 624
75-09-2	4975	Methylene chloride	EPA 601/602 or EPA 624
95-47-6	5250	o-Xylene	EPA 624
XYLENESMP	5240	p&m-Xylenes	EPA 624
100-42-5	5100	Styrene	EPA 624
127-18-4	5115	Tetrachloroethene	EPA 601/602 or EPA 624
108-88-3	5140	Toluene	EPA 601/602 or EPA 624
156-60-5	4700	trans-1,2-dichlorethene	EPA 601/602 or EPA 624
10061-02-6	4685	trans-1,3-dichloropropene	EPA 601/602 or EPA 624
79-01-6	5170	Trichloroethene	EPA 601/602 or EPA 624
75-69-4	5175	Trichlorofluoromethane	EPA 601/602 or EPA 624
75-01-4	5235	Vinyl chloride	EPA 601/602 or EPA 624

Volatiles by GC/MS		
CASRN	**Analyte Code**	**Analysis/Analyte**
71-55-6	5160	1,1,1-trichloroethane
79-00-5	5165	1,1,2-trichloroethane
75-35-4	4640	1,1-dichloroethene
120-82-1	5155	1,2,4-trichlorobenzene
95-50-1	4610	1,2-dichlorobenzene
107-06-2	4635	1,2-dichloroethane
78-87-5	4655	1,2-dichloropropane
106-46-7	4620	1,4-dichlorobenzene
71-43-2	4375	Benzene

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

75-27-4	4395	Bromodichloromethane
75-25-2	4400	Bromoform
56-23-5	4455	Carbon tetrachloride
108-90-7	4475	Chlorobenzene
67-66-3	4505	Chloroform
156-59-2	4645	cis-1,2-diclhloroethene
124-48-1	4575	Dibromochloromethane
100-41-4	4765	Ethylbenzene
1634-04-4	5000	Methyl-t-butyl ether
75-09-2	4975	Methylene chloride
95-47-6	5250	o-Xylene
XYLENESMP	5240	p&m-Xylenes
100-42-5	5100	Styrene
127-18-4	5115	Tetrachloroethene
108-88-3	5140	Toluene
156-60-5	4700	trans-1,2-dichlorethene
79-01-6	5170	Trichloroethene
75-01-4	5235	Vinyl chloride

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
METALS/INORGANICS		
Metals by ICP, per metal		
7440-36-0	1005	Antimony
7440-38-2	1010	Arsenic
7440-39-3	1015	Barium
7440-41-7	1020	Beryllium
7440-43-9	1030	Cadmium
7440-47-3	1040	Chromium
7440-48-4	1050	Cobalt
7440-50-8	1055	Copper
7439-92-1	1075	Lead (inorganic)
7440-02-0	1105	Nickel
7782-49-2	1140	Selenium
7440-22-4	1150	Silver
7440-28-0	1165	Thallium
7440-62-2	1185	Vanadium
7440-66-6	1190	Zinc
Metals by ICP/MS, per metal		
7440-36-0	1005	Antimony
7440-38-2	1010	Arsenic
7440-39-3	1015	Barium
7440-41-7	1020	Beryllium
7440-43-9	1030	Cadmium
7440-47-3	1040	Chromium
7440-48-4	1050	Cobalt
7440-50-8	1055	Copper
7439-92-1	1075	Lead (inorganic)
7440-02-0	1105	Nickel
7782-49-2	1140	Selenium
7440-22-4	1150	Silver
7440-28-0	1165	Thallium
7440-62-2	1185	Vanadium
7440-66-6	1190	Zinc
ORGANICS		
Purgeable Halogenated & Aromatics (GC)		
71-43-2	4375	Benzene
100-41-4	4765	Ethyl benzene
108-88-3	5140	Toulene
95-47-6	5250	Xylene(mixed) (o-oxlene)
	5240	Xylene(mixed) (m&p - xylenes)

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
Volatiles by GC/MS		
67-64-1	4315	Acetone
71-43-2	4375	Benzene
75-27-4	4395	Bromodichloromethane
75-25-2	4400	Bromoform
74-83-9	4950	Bromomethane
75-15-0	4450	Carbon Disulfide
56-23-5	4455	Carbon Tetrachloride
108-90-7	4475	Chlorobenzene
124-48-1	4575	Chlorodibromomethane
75-00-3	4485	Chloroethane (Ethylchloride)
67-66-3	4505	Chloroform
74-87-3	4960	Chloromethane
96-12-8	4570	Dibromo-3-chloropropane,1,2-
106-93-4	4585	Dibromoethane, 1,2-
95-50-1	4610	Dichlorobenzene,1,2-
541-73-1	4615	Dichlorobenzene,1,3-
106-46-7	4620	Dichlorobenzene,1,4-
75-34-3	4630	Dichloroethane,1,1-
107-06-2	4635	Dichloroethane,1,2-
75-35-4	4640	Dichloroethene,1,1-
156-59-2	4645	Dichloroethene,cis,1,2-
156-60-5	4700	Dichloroethene,trans,1,2-
78-87-5	4655	Dichloropropane,1,2-
542-75-6	4675	Dichloropropene,1,3-
100-41-4	4765	Ethyl benzene
78-83-1	4875	Isobutyl alcohol
75-09-2	4975	Methylene chloride
78-93-3	4410	Methyl ethyl ketone
108-10-1	4995	Methyl isobutyl ketone
1634-04-4	5000	MTBE (methyl tert-butyl ether)
91-20-3	5005	Naphthalene
100-42-5	5100	Styrene
630-20-6	5105	Tetrachloroethane,1,1,1,2-
79-34-5	5110	Tetrachloroethane,1,1,2,2-
127-18-4	5115	Tetrachloroethylene
108-88-3	5140	Toluene
71-55-6	5160	Trichloroethane,1,1,1-
79-00-5	5165	Trichloroethane,1,1,2-
79-01-6	5170	Trichloroethene
75-69-4	5175	Trichlorofluoromethane
75-01-4	5235	Vinyl chloride
95-47-6	5250	Xylene(mixed) (o-oxlene)
	5240	Xylene(mixed) (m&p - xylenes)

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
Semivolatiles (Base Neutrals & Acids) by GC/MS		
83-32-9	5500	Acenaphthene
208-96-8	5505	Acenaphthylene
62-53-3	5545	Aniline
120-12-7	5555	Anthracene
56-55-3	5575	Benz(a)anthracene
50-32-8	5580	Benzo(a)pyrene
205-99-2	5585	Benzo(b)fluoranthene
207-08-9	5600	Benzo(k)fluoranthene
92-52-4	5640	Biphenyl,1,1'-
111-44-4	5765	Bis(2-chloroethyl)ether
108-60-1	5780	Bis(2-chloroisopropyl)ether
117-81-7	6065	Bis(2-ethyl-hexyl)phthalate
85-68-7	5670	Butyl benzyl phthalate
106-47-8	5745	Chloroaniline,p-
91-58-7	5795	Chloronaphthalene,2-
95-57-8	5800	Chlorophenol,2-
218-01-9	5855	Chrysene
53-70-3	5895	Dibenz(a,h)anthracene
132-64-9	5905	Dibenzofuran
91-94-1	5945	Dichlorobenzidine,3,3'-
120-83-2	6000	Dichlorophenol,2,4-
84-66-2	6070	Diethylphthalate
105-67-9	6130	Dimethylphenol,2,4-
131-11-3	6135	Dimethylphthalate
117-84-0	6200	Di-n-octylphthalate
99-65-0	6160	Dinitrobenzene,1,3-
51-28-5	6175	Dinitrophenol,2,4-
121-14-2	6185	Dinitrotoluene,2,4-
606-20-2	6190	Dinitrotoluene,2,6-
206-44-0	6265	Fluoranthene
86-73-7	6270	Fluorene
118-74-1	6275	Hexachlorobenzene
87-68-3	4835	Hexachlorobutadiene
77-47-4	6285	Hexachlorocyclopentadiene
67-72-1	4840	Hexachloroethane
193-39-5	6315	Indeno(1,2,3-cd)pyrene
78-59-1	6320	Isophorone
91-57-6	6385	Methylnaphthalene,2-
88-74-4	6460	Nitroaniline,2-
99-09-2	6465	Nitroaniline,3-
100-01-6	6470	Nitroaniline,4-
98-95-3	5015	Nitrobenzene
100-02-7	6500	Nitrophenol,4-
621-64-7	6545	Nitrosodi-n-propylamine,n-

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
86-30-6	6535	N-nitrosodiphenylamine
87-86-5	6605	Pentachlorophenol
85-01-8	6616	Phenanthrene
108-95-2	6625	Phenol
129-00-0	6665	Pyrene
95-94-3	6715	Tetrachlorobenzene,1,2,4,5-
58-90-2	6735	Tetrachlorophenol,2,3,4,6-
120-82-1	5155	Trichlorobenzene,1,2,4-
95-95-4	6835	Trichlorophenol,2,4,5-
88-06-2	6840	Trichlorophenol,2,4,6-
Volatile Petroleum Hydrocarbons (VPH) by GC or GC/MS		
	5301	Aliphatics C5-C8
	5302	Aliphatics >C8-C10
	5310	Aromatics >C8-C10
Extractable Petroleum Hydrocarbons (EPH)		
	6211	Aliphatics >C10-C12
	6212	Aliphatics >C12-C16
	9677	Aliphatics >C16-C35
	6224	Aromatics >C10-C12
	6226	Aromatics >C12-C16
	6228	Aromatics >C16-C21
	9683	Aromatics >C21-C35
Organochlorine Pesticides		
309-00-2	7025	Aldrin
57-74-9	7250	Chlordane
72-54-8	7355	DDD
72-55-9	7360	DDE
50-29-3	7365	DDT
60-57-1	7470	Dieldrin
959-98-8	7510	Endosulfan I
33213-65-9	7515	Endosulfan II
72-20-8	7540	Endrin
76-44-8	7685	Heptachlor
1024-57-3	7690	Heptachlor epoxide
319-84-6	7110	Hexachlorocyclohexane,alpha
319-85-7	7115	Hexachlorocyclohexane,beta
58-89-9	7120	Hexachlorocyclohexane,gamma
72-43-5	7810	Methoxychlor
8001-35-2	8250	Toxaphene

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
Polychlorinated Biphenyls (PCBs) by GC		
12674-11-2	8880	Aroclor 1016
11104-28-2	8885	Aroclor 1221
11141-16-5	8890	Aroclor 1232
53469-21-9	8895	Aroclor 1242
12672-29-6	8900	Aroclor 1248
11097-69-1	8905	Aroclor 1254
11096-82-5	8910	Aroclor 1260
Herbicides		
88-85-7	8620	Dinoseb
Polynuclear Aromatic Hydrocarbons by HPLC		
83-32-9	5500	Acenaphthene
208-96-8	5505	Acenaphthylene
120-12-7	5555	Anthracene
56-55-3	5575	Benzo(a)anthracene
50-32-8	5580	Benzo(a)pyrene
205-99-2	5585	Benzo(b)fluoranthene
207-08-9	5600	Benzo(k)fluoranthene
218-01-9	5855	Chrysene
53-70-3	5895	Dibenz(a,h) anthracene
206-44-0	6265	Fluoranthene
86-73-7	6270	Fluorene
193-39-5	6315	Indeno(1,2,3-cd) pyrene
85-01-8	6615	Phenanthrene
129-00-0	6665	Pyrene
Dioxins and Furans		
1746-01-6	9618	2,3,7,8-TCDD
40321-76-4	9540	1,2,3,7,8-PeCDD
39227-28-6	9453	1,2,3,4,7,8-HxCDD
57653-85-7	9456	1,2,3,6,7,8-HxCDD
19408-74-3	9459	1,2,3,7,8,9-HxCDD
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD
3268-87-9	9519	OCDD
51207-31-9	9612	2,3,7,8-TCDF
57117-41-6	9543	1,2,3,7,8-PeCDF
57117-31-4	9549	2,3,4,7,8-PeCDF
70648-26-9	9471	1,2,3,4,7,8-HxCDF
57117-44-9	9474	1,2,3,6,7,8-HxCDF
60851-34-5	9480	2,3,4,6,7,8-HxCDF
72918-21-9	9477	1,2,3,7,8,9-HxCDF
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF
39001-02-0	9516	OCDF

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Exhibit 3

Analyte Lists for Attachment 2, Schedule of Prices C

Note: LDEQ requires additional analytes that are not listed in the original reference methods. LELAP accreditation is required for the additional analytes. Analyte lists may vary by project.

DIOXINS and FURANS for EPA 1613			
CASRN	**Analyte Code**	**Parameter**	**Reporting Limit for Water (pg/L)**
1746-01-6	9618	2,3,7,8-TCDD	0.847
40321-76-4	9540	1,2,3,7,8-PeCDD	1.53
39227-28-6	9453	1,2,3,4,7,8-HxCDD	3.81
57653-85-7	9456	1,2,3,6,7,8-HxCDD	2.97
19408-74-3	9459	1,2,3,7,8,9-HxCDD	1.58
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD	2.38
3268-87-9	9519	OCDD	6.27
51207-31-9	9612	2,3,7,8-TCDF	0.424
57117-41-6	9543	1,2,3,7,8-PeCDF	2.08
57117-31-4	9549	2,3,4,7,8-PeCDF	1.43
70648-26-9	9471	1,2,3,4,7,8-HxCDF	2.04
57117-44-9	9474	1,2,3,6,7,8-HxCDF	1.08
60851-34-5	9480	2,3,4,6,7,8-HxCDF	1.57
72918-21-9	9477	1,2,3,7,8,9-HxCDF	0.865
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF	1.55
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF	1.47
39001-02-0	9516	OCDF	3.85
CASRN	**Analyte Code**	**Parameter**	**Reporting Limit for Tissue (pg/g)**
1746-01-6	9618	2,3,7,8-TCDD	0.047
40321-76-4	9540	1,2,3,7,8-PeCDD	0.128
39227-28-6	9453	1,2,3,4,7,8-HxCDD	0.141
57653-85-7	9456	1,2,3,6,7,8-HxCDD	0.08
19408-74-3	9459	1,2,3,7,8,9-HxCDD	0.124
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD	0.121
3268-87-9	9519	OCDD	0.209
51207-31-9	9612	2,3,7,8-TCDF	0.07
57117-41-6	9543	1,2,3,7,8-PeCDF	0.095
57117-31-4	9549	2,3,4,7,8-PeCDF	0.143
70648-26-9	9471	1,2,3,4,7,8-HxCDF	0.1
57117-44-9	9474	1,2,3,6,7,8-HxCDF	0.118
60851-34-5	9480	2,3,4,6,7,8-HxCDF	0.067
72918-21-9	9477	1,2,3,7,8,9-HxCDF	0.148
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF	0.144
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF	0.145
39001-02-0	9516	OCDF	0.151

PCB Congeners (List of 12)			
CASRN	**Analyte Code**	**Parameter**	**Reporting Limit for Tissue (pg/g)**
32598-13-3	8965	PCB-77	0.052
70362-50-4	8970	PCB-81	0.029
32598-14-1	8985	PCB-105	2.28
74472-37-0	9005	PCB-114	0.16
31508-00-6	8995	PCB-118	4.551
65510-44-3	9000	PCB-123	0.122
57465-28-8	9015	PCB-126	0.085
38380-08-4	9050	PCB-156	0.44
69782-90-7	9045	PCB-157	0.19
52663-72-6	9055	PCB-167	0.304
32774-16-6	9060	PCB-169	0.087
39635-31-9	9085	PCB-189	0.182

JEFF LANDRY
GOVERNOR

COLONEL ROBERT P. HODGES
DEPUTY SECRETARY

State of Louisiana

Department of Public Safety and Corrections
Public Safety Services

Lt. Colonel Robert Burns II
Chief Administrative Officer
Department of Public Safety
7979 Independence Blvd.
Baton Rouge, Louisiana 70806

September 16, 2025

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

Dear Chairman Womack:

Attached is a spreadsheet detailing 237 requests for back pay for Municipal Police Supplemental Pay, which have been approved by the Board of Review as per ACT 110 of 1982. Please place this item on the agenda for the next meeting.

Total requested prior year funds: $475,880.00

Public Safety Services projects sufficient funds available in the current fiscal year budget to fund these ACT 110 requests for back pay.

If any additional documentation or information is needed, please feel free to contact the Undersecretary's Office at (225) 925-6032.

Sincerely,

LTC RAB

Lt. Colonel Robert A. Burns II
Deputy Superintendent – Chief Administrative Officer
Department of Public Safety, Public Safety Services

Attachment

CC: Kip Judice, Chairman
Ternisa Hutchinson, Board Member
Lance Kennedy, Board Member
Jim Craft, Board Member
Carl Richard, Board Member
David Toups, Board Member
Adrienne Bordelon, Board Member
James LeBlanc, Board Member
Marshall Menou, Board Member
Sherlyn Shumpert, Legal Affairs

PARISH	MUNICIPALITY	NAME	GROUP	DATES OWED	AMOUNT	REASON
ACADIA	Church Point Police Department	Glass, Scout	Police	6/2/2025 - 6/30/2025	$580.00	Application Submitted Late
ACADIA	Rayne Police Department	Venable, Conor	Police	6/12/2025 - 6/30/2025	$380.00	Application Submitted Late
ALLEN	Coushatta Tribal Police Department	Griffin, Denell	Police	11/13/2023 - 6/30/2024	$4,560.00	Application Submitted Late
ALLEN	Oakdale Police Department	Nelson, Magnolia	Police	4/22/2024 - 6/30/2024	$1,380.00	Application Submitted Late
ALLEN	Oakdale Police Department	Ware, Hubert	Police	4/22/2025 - 6/30/2025	$1,380.00	Application Submitted Late
ASCENSION	Gonzales Police Department	Alexander, Uriah	Police	5/29/2025 - 6/30/2025	$640.00	Application Submitted Late
ASCENSION	Gonzales Police Department	Scharwath, Johnathan	Police	6/4/2025 - 6/30/2025	$540.00	Application Submitted Late
ASCENSION	Gonzales Police Department	Smith, Derrick	Police	4/12/2024 - 6/30/2024	$1,580.00	Application Submitted Late
AVOYELLES	Bunkie Marshal	Perry, Brandon	Marshal	6/1/2024 - 6/30/2024	$600.00	Application Submitted Late
AVOYELLES	Marksville Police Department	Whittington, James	Police	6/20/2024 - 6/30/2024	$220.00	Application Submitted Late
AVOYELLES	Simmesport Police Department	Maloid, Christian	Police	2/27/2024 - 6/30/2024	$2,480.00	Application Submitted Late
AVOYELLES	Simmesport Police Department	Smith, Jonathon	Police	11/25/2024 - 6/30/2025	$4,320.00	Application Submitted Late
BIENVILLE	Arcadia Police Department	Hall, Derek	Police	5/6/2024 - 6/30/2024	$1,100.00	Application Submitted Late
BOSSIER	Bossier City Marshal	Harvey, Tyeshom	Marshal	5/1/2024 - 6/30/2024	$1,200.00	Application Submitted Late
BOSSIER	Bossier City Marshal	Sundquist, Kacee	Marshal	6/12/2025 - 6/30/2025	$380.00	Application Submitted Late
BOSSIER	Plain Dealing Police Department	Caldwell, Maverick	Police	5/13/2025 - 6/30/2025	$960.00	Application Submitted Late
CADDO	Shreveport Airport Police Department	Kirkland, Samantha	Police	5/1/2024 - 6/30/2024	$1,200.00	Application Submitted Late
CADDO	Shreveport Airport Police Department	Prim, Chadvist	Police	6/1/2024 - 6/30/2024	$600.00	Application Submitted Late
CADDO	Shreveport Police Department	Carter, Winston	Police	8/19/2023 - 6/30/2024	$6,240.00	Application Submitted Late
CADDO	Shreveport Police Department	Jackson, James	Police	1/9/2025 - 6/30/2025	$3,440.00	Application Submitted Late
CADDO	Shreveport Police Department	Loveless, Marquis	Police	4/29/2024 - 6/30/2024	$1,240.00	Application Submitted Late
CADDO	Shreveport Police Department	Martinez-Espinoza, Miguel	Police	2/10/2024 - 6/30/2024	$2,800.00	Application Submitted Late
CADDO	Shreveport Police Department	Washington, Gavin	Police	5/1/2024 - 6/30/2024	$1,200.00	Application Submitted Late
CALCASIEU	Iowa Police Department	Johnson, Asia	Police	6/9/2025 - 6/30/2025	$440.00	Application Submitted Late
CALCASIEU	Iowa Police Department	Sonnier, Austin	Police	5/2/2025 - 6/30/2025	$1,180.00	Application Submitted Late
CALCASIEU	Lake Charles (Ward 3) Marshal	Nolen, Phillip	Marshal	2/12/2024 - 6/30/2024	$2,780.00	Application Submitted Late
CALCASIEU	Lake Charles Police Department	Boyt, Houston	Police	3/18/2024 - 6/30/2024	$2,260.00	Application Submitted Late
CALCASIEU	Lake Charles Police Department	Richards, John	Police	6/10/2025 - 6/30/2025	$420.00	Application Submitted Late
CALCASIEU	Lake Charles Police Department	Shepherd, Logan	Police	6/23/2025 - 6/30/2025	$160.00	Application Submitted Late
CALCASIEU	Lake Charles Police Department	Smith, John	Police	6/10/2025 - 6/30/2025	$420.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Bryant, Stephanie	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Cahill, Harley	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Kayal, Sam	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Roberts, Jake	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Scheufens, William	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Shaw, Kristopher	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	McNeese State University Police Department	Willis, Erin	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
CALCASIEU	Sulphur Marshal	Quebodeaux, Brent	Marshal	6/5/2024 - 6/30/2024	$520.00	Application Submitted Late
CALCASIEU	Vinton Police Department	Davis, Wyatt	Police	5/28/2024 - 6/30/2024	$660.00	Application Submitted Late
CATAHOULA	Sicily Island Police Department	Jackson, Paul	Police	5/1/2025 - 6/30/2025	$1,200.00	Application Submitted Late
CLAIBORNE	Haynesville Police Department	Williamson, Chase	Police	3/22/2024 - 6/30/2024	$1,980.00	Application Submitted Late
CONCORDIA	Ferriday Police Department	Cirilo, Brandi	Police	11/19/2024 - 6/30/2025	$4,440.00	Application Submitted Late
CONCORDIA	Vidalia Police Department	Foreman, Noah	Police	4/8/2024 - 6/30/2024	$1,660.00	Application Submitted Late

E. BATON ROUGE	Baton Rouge Airport Police Department	Haslom, Reginald	Police	6/13/2024 - 6/30/2024	$360.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge City Marshal	Simon, Terry	Marshal	3/11/2024 - 6/30/2025	$9,400.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge City Marshal	Teasett, Shawntell	Marshal	11/20/2023 - 6/30/2024	$4,420.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Goins, Kevin	Police	3/25/2024 - 6/30/2024	$1,920.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Gordon, Joshua	Police	4/8/2025 - 6/30/2025	$1,660.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Joiner, James	Police	4/22/2025 - 6/30/2025	$1,380.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Lewis, Shermaria	Police	6/3/2024 - 6/30/2024	$560.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Lollis, Mykala	Police	3/25/2025 - 6/30/2025	$1,920.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	McChesney, Timothy	Police	4/22/2025 - 6/30/2025	$1,380.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Shears, Dejion	Police	4/8/2025 - 6/30/2025	$1,660.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Police Department	Wilson, Tylen	Police	3/25/2025 - 6/30/2025	$1,920.00	Application Submitted Late
E. BATON ROUGE	Zachary Police Department	Dousay, Kyle	Police	6/24/2025 - 6/30/2025	$140.00	Application Submitted Late
E. BATON ROUGE	Zachary Police Department	Fleming, Dondrell	Police	6/9/2025 - 6/30/2025	$440.00	Application Submitted Late
E. BATON ROUGE	Zachary Police Department	Stewart, Justin	Police	6/24/2025 - 6/30/2025	$140.00	Application Submitted Late
E. BATON ROUGE	Zachary Police Department	Thomas, Jaylin	Police	6/26/2025 - 6/30/2025	$100.00	Application Submitted Late
EAST FELICIANA	Jackson Marshal	Nevels, Justin	Marshal	5/24/2024 - 6/30/2024	$740.00	Application Submitted Late
EAST FELICIANA	Jackson Marshal	Spillman, Brian	Marshal	10/26/2023 - 4/12/2024	$3,340.00	Application Submitted Late
EAST FELICIANA	Slaughter Police Department	Hinson, Mark	Police	5/9/2024 - 6/30/2024	$800.00	Application Submitted Late
EVANGELINE	Turkey Creek Police Department	Basco, Travis	Police	4/8/2024 - 6/30/2024	$1,660.00	Application Submitted Late
EVANGELINE	Ville Platte Marshal	Fontenot, Keevan	Marshal	5/16/2025 - 6/25/2025	$800.00	Application Submitted Late
EVANGELINE	Ville Platte Police Department	Thomas, Al	Police	8/17/2023 - 6/30/2024	$6,260.00	Application Submitted Late
FRANKLIN	Winnsboro Police Department	Blunt, Christopher	Police	5/24/2024 - 6/30/2024	$740.00	Application Submitted Late
GRANT	Dry Prong Police Department	Robertson, Harry	Police	5/1/2024 - 6/30/2024	$1,200.00	Application Submitted Late
GRANT	Pollock Police Department	Ellington, Paul	Police	2/3/2025 - 6/30/2025	$2,960.00	Application Submitted Late
IBERIA	Jeanerette (3rd Ward) Marshal	Stewart, Samuel	Marshal	12/4/2023 - 6/30/2024	$4,140.00	Application Submitted Late
IBERIA	New Iberia Police Department	Beasley, Justin	Police	1/9/2024 - 6/30/2024	$3,440.00	Application Submitted Late
IBERIA	New Iberia Police Department	Butler, Bradley	Police	6/3/2025 - 6/30/2025	$560.00	Application Submitted Late
IBERIA	New Iberia Police Department	Higdon, Shanee	Police	4/19/2023 - 6/18/2023	$1,200.00	Application Submitted Late
IBERIA	New Iberia Police Department	Rivers-Kidd, Liam	Police	3/24/2025 - 6/30/2025	$1,940.00	Application Submitted Late
IBERIA	New Iberia Police Department	Rochon, Renee	Police	2/10/2025 - 6/30/2025	$2,820.00	Application Submitted Late
IBERIA	New Iberia Police Department	Russo, Jacob	Police	4/22/2024 - 6/30/2024	$1,380.00	Application Submitted Late
IBERIA	New Iberia Police Department	Wilson, Rashad	Police	12/6/2024 - 6/30/2025	$4,100.00	Application Submitted Late
IBERVILLE	White Castle Police Department	Jones, Ronald	Police	1/1/2023 - 6/30/2024	$10,000.00	Application Submitted Late
JACKSON	Jonesboro Police Department	Arnold, Gaylen	Police	5/14/2025 - 6/30/2025	$940.00	Application Submitted Late
JACKSON	Jonesboro Police Department	Dill, Anthony	Police	8/13/2024 - 6/30/2025	$6,360.00	Application Submitted Late
JACKSON	Jonesboro Police Department	Mullins, Kerry	Police	2/7/2025 - 6/30/2025	$2,880.00	Application Submitted Late
JEFFERSON	Grand Isle Police Department	Stelly, Jacob	Police	3/25/2024 - 6/30/2024	$1,920.00	Application Submitted Late
JEFFERSON	Gretna Police Department	Dugas, Erik	Police	11/7/2023 - 6/30/2024	$4,680.00	Application Submitted Late
JEFFERSON	Gretna Police Department	Gaudin, Felix	Police	6/7/2024 - 6/30/2024	$480.00	Application Submitted Late
JEFFERSON	Gretna Police Department	Lloyd, Russell	Police	5/10/2024 - 6/30/2024	$1,020.00	Application Submitted Late
JEFFERSON	Gretna Police Department	Wilson, Lorraine	Police	3/4/2023 - 6/30/2024	$9,540.00	Application Submitted Late
JEFFERSON	Harahan Police Department	Bergeron, Joshua	Police	6/12/2024 - 6/30/2024	$380.00	Application Submitted Late
JEFFERSON	Kenner Police Department	Glaser, Michael	Police	4/28/2024 - 6/30/2024	$1,260.00	Application Submitted Late
JEFFERSON	Kenner Police Department	Jaggers, James	Police	4/29/2024 - 6/30/2024	$1,240.00	Application Submitted Late
JEFFERSON	Kenner Police Department	Molina, Michael	Police	5/4/2024 - 6/30/2024	$1,140.00	Application Submitted Late
JEFFERSON	Kenner Police Department	Rice, Markus	Police	5/22/2025 - 6/30/2025	$780.00	Application Submitted Late
JEFFERSON	Kenner Police Department	Sims , Kenneth	Police	6/2/2024 - 6/30/2024	$580.00	Application Submitted Late
JEFFERSON	Kenner Police Department	Sons, Lily	Police	5/4/2024 - 6/30/2024	$1,140.00	Application Submitted Late

JEFFERSON	Kenner Police Department	Wassermann, Shawn	Police	6/27/2025 - 6/30/2025	$80.00	Application Submitted Late
JEFFERSON DAVIS	Elton Police Department	Istre, Leric	Police	4/5/2023 - 6/30/2024	$8,920.00	Application Submitted Late
JEFFERSON DAVIS	Jennings Police Department	Courville, Ryan	Police	3/13/2025 - 6/30/2025	$2,160.00	Application Submitted Late
JEFFERSON DAVIS	Jennings Police Department	Guillory, Brandon	Police	3/27/2025 - 6/30/2025	$1,860.00	Application Submitted Late
JEFFERSON DAVIS	Jennings Police Department	Guillory, Christian	Police	4/22/2025 - 6/30/2025	$1,380.00	Application Submitted Late
JEFFERSON DAVIS	Jennings Police Department	James, Christopher	Police	2/4/2025 - 6/30/2025	$2,940.00	Application Submitted Late
LAFAYETTE	Carencro Police Department	Williams, Adam	Police	5/19/2025 - 6/30/2025	$840.00	Application Submitted Late
LAFAYETTE	Carencro Police Department	Williams, Adam	Police	4/19/2023 - 6/30/2023	$8,640.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Brown, Reese	Police	6/12/2024 - 6/30/2024	$380.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Burd, Gabriel	Police	3/11/2025 - 6/30/2025	$2,200.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Christenson, Dietrich	Police	3/4/2025 - 6/30/2025	$2,340.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Courville, Noah	Police	2/17/2025 - 6/30/2025	$2,680.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Dartez, Jake	Police	5/8/2024 - 6/30/2024	$1,060.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Francis, Reginald	Police	4/30/2025 - 6/30/2025	$1,220.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Hinson, Christain	Police	4/24/2025 - 6/30/2025	$1,340.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Hooper, Tyler	Police	4/17/2025 - 6/30/2025	$1,480.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Jennings, Deandre	Police	4/3/2024 - 6/30/2025	$8,960.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Moore, Jonathan	Police	6/28/2024 - 6/30/2024	$60.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Peters, Keith	Police	12/23/2024 - 6/30/2025	$3,760.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Rodriguez, Anthony	Police	7/10/2024 - 6/30/2025	$7,020.00	Application Submitted Late
LAFAYETTE	Lafayette City Police Department	Zanios, Alicia	Police	4/22/2024 - 6/30/2024	$1,380.00	Application Submitted Late
LAFAYETTE	Lafayette Marshal	Crowder, Celeste	Marshal	6/3/2024 - 6/30/2024	$560.00	Application Submitted Late
LAFAYETTE	Lafayette Marshal	Logan, Antonio	Marshal	6/3/2024 - 6/30/2024	$560.00	Application Submitted Late
LAFAYETTE	Scott Police Department	Virgen, Wade	Police	5/8/2024 - 6/30/2024	$1,060.00	Application Submitted Late
LAFAYETTE	Youngsville Police Department	Barker, Brandon	Police	5/13/2025 - 6/30/2025	$960.00	Application Submitted Late
LAFOURCHE	Golden Meadow Police Department	Lafont, Michelle	Police	4/15/2025 - 6/30/2025	$1,520.00	Application Submitted Late
LAFOURCHE	Thibodaux Police Department	Ourso, Damian	Police	4/28/2025 - 6/30/2025	$1,260.00	Application Submitted Late
LASALLE	Jena Police Department	Ganey, Leah	Police	6/8/2025 - 6/30/2025	$460.00	Application Submitted Late
LASALLE	Tullos Police Department	Moore, Roy	Police	2/20/2025 - 6/30/2025	$2,620.00	Application Submitted Late
LINCOLN	Grambling Police Department	Carter-Randle, Fabian	Police	4/29/2024 - 6/30/2024	$1,240.00	Application Submitted Late
LINCOLN	Grambling Police Department	Matthews, Cortney	Police	5/15/2025 - 6/30/2025	$920.00	Application Submitted Late
LINCOLN	Ruston Police Department	Thomas, Shankeitha	Police	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
LINCOLN	Simsboro Police Department	Butler, Arbra	Police	1/1/2023 - 6/30/2024	$10,000.00	Application Submitted Late
LIVINGSTON	Denham Springs Police Department	Parfait, Kaegan	Police	5/5/2025 - 6/26/2025	$1,040.00	Application Submitted Late
LIVINGSTON	Killian Police Department	Fontenot, Steven	Police	2/28/2024 - 6/30/2024	$3,060.00	Application Submitted Late
NATCHITOCHES	Natchitoches Police Department	Holmes, Allen	Police	5/26/2025 - 6/30/2025	$700.00	Application Submitted Late
ORLEANS	New Orleans Causeway Police Department	Bonnell, J	Police	5/1/2025 - 6/30/2025	$1,200.00	Application Submitted Late
ORLEANS	New Orleans Causeway Police Department	Foto, Emily	Police	5/1/2025 - 6/30/2025	$1,200.00	Application Submitted Late
ORLEANS	New Orleans Causeway Police Department	Guirovich, Scott	Police	2/19/2024 - 6/30/2024	$2,640.00	Application Submitted Late
ORLEANS	New Orleans Causeway Police Department	Thomas, Tristan	Police	4/21/2025 - 6/30/2025	$1,400.00	Application Submitted Late
ORLEANS	New Orleans Causeway Police Department	Walz, Russell	Police	3/17/2025 - 6/30/2025	$1,960.00	Application Submitted Late
ORLEANS	New Orleans Harbor Police Department	Cuffie, Derrick	Police	4/1/2024 - 6/30/2024	$1,800.00	Application Submitted Late

ORLEANS	New Orleans Police Department	Balderas, Irael	Police	6/16/2024 - 6/30/2024	$300.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Carter, Ashley	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Chandler, Shane	Police	5/23/2024 - 6/30/2024	$760.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Dickson, Blaine	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Fabares, Julie	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Forman, Dallas	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Foster, Daniel	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Fulgencio, John	Police	3/9/2025 - 6/30/2025	$2,240.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Godwin, James	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Hamilton, Mark	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Laureano, Christina	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Mack, Darnell	Police	6/17/2024 - 6/30/2024	$280.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Nicholson, Justin	Police	5/18/2024 - 6/30/2024	$860.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Ranson, Devin	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Richardson, Darrell	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Robinson, Wendelisha	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Talley, Keith	Police	3/9/2025 - 6/30/2025	$2,240.00	Application Submitted Late
ORLEANS	New Orleans Police Department	Thompson, Calvin	Police	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ORLEANS	Southern University New Orleans Police Department	Ernest, Albert	Police	8/15/2023 - 6/30/2024	$6,320.00	Application Submitted Late
ORLEANS	Southern University New Orleans Police Department	Harris, David	Police	2/1/2024 - 6/30/2024	$3,000.00	Application Submitted Late
ORLEANS	Southern University New Orleans Police Department	Jordan, Edward	Police	10/1/2023 - 6/30/2024	$5,400.00	Application Submitted Late
OUACHITA	Monroe Police Department	Aitken, Aaron	Police	6/1/2024 - 6/30/2024	$600.00	Application Submitted Late
OUACHITA	Richwood Police Department	Madison, Audwin	Police	5/5/2025 - 6/30/2025	$1,120.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Barlow, Cameron	Police	6/13/2025 - 6/30/2025	$360.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Bond, Timothy	Police	5/19/2025 - 6/30/2025	$840.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Graham, Hunter	Police	5/18/2024 - 6/30/2024	$860.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Monk, Jaden	Police	6/27/2025 - 6/30/2025	$80.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Mooney, Jacob	Police	5/15/2025 - 6/30/2025	$920.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Morgan, Jacob	Police	6/1/2024 - 6/30/2024	$600.00	Application Submitted Late
OUACHITA	West Monroe Police Department	Richardson, Grayson	Police	6/15/2024 - 6/30/2024	$320.00	Application Submitted Late
POINTE COUPEE	New Roads Police Department	Dominick, Jarrel	Police	4/29/2024 - 6/30/2024	$1,240.00	Application Submitted Late
POINTE COUPEE	New Roads Police Department	Early, Regina	Police	6/26/2023 - 6/30/2023	$100.00	Application Submitted Late
RAPIDES	Ball Police Department	Doyle, Cara	Police	4/20/2025 - 6/30/2025	$820.00	Application Submitted Late
RAPIDES	Ball Police Department	DuBois, Cody	Police	4/16/2024 - 6/30/2024	$1,500.00	Application Submitted Late
RAPIDES	Pineville Marshal	Samples, Paul	Marshal	2/26/2024 - 6/30/2024	$2,500.00	Application Submitted Late
RED RIVER	Coushatta Police Department	Johnson, Gerald	Police	4/29/2024 - 6/30/2024	$1,240.00	Application Submitted Late
RICHLAND	Mangham Police Department	Mckinney, Dakota	Police	6/10/2024 - 6/30/2024	$420.00	Application Submitted Late
SABINE	Many Police Department	Corley, Joshua	Police	11/14/2023 - 6/30/2024	$4,540.00	Application Submitted Late
ST HELENA	Greensburg Police Department	Nicholes, Roosevelt	Police	6/16/2024 - 6/30/2024	$300.00	Application Submitted Late
ST LANDRY	Eunice Police Department	Bellard, Jadon	Police	4/30/2024 - 6/30/2024	$1,220.00	Application Submitted Late
ST LANDRY	Eunice Police Department	Broussard, Dustin	Police	4/18/2024 - 6/30/2024	$700.00	Application Submitted Late
ST LANDRY	Eunice Police Department	Clark, Andrew	Police	10/16/2023 - 6/30/2024	$5,100.00	Application Submitted Late
ST LANDRY	Eunice Police Department	Lachney, Danielle	Police	2/19/2024 - 6/30/2024	$2,640.00	Application Submitted Late

ST LANDRY	Grand Coteau Police Department	Buck, Michael	Police	9/19/2023 - 6/30/2024	$5,640.00	Application Submitted Late
ST LANDRY	Melville Police Department	Trahan, Detra	Police	6/3/2025 - 6/30/2025	$560.00	Application Submitted Late
ST LANDRY	Opelousas Marshal	Fontenot, Clarence	Marshal	4/23/2024 - 6/30/2024	$1,360.00	Application Submitted Late
ST LANDRY	Port Barre Police Department	Beard, Shane	Police	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
ST LANDRY	Port Barre Police Department	Lebleu, Leona	Police	4/2/2024 - 6/30/2024	$1,780.00	Application Submitted Late
ST LANDRY	Port Barre Police Department	Thomas, Dovonthae	Police	5/7/2025 - 6/30/2025	$1,080.00	Application Submitted Late
ST MARTIN	Breaux Bridge Police Department	Bergeron, Terrell	Police	3/12/2024 - 6/30/2024	$2,080.00	Application Submitted Late
ST MARTIN	Breaux Bridge Police Department	Courville, Devon	Police	6/11/2024 - 6/30/2024	$400.00	Application Submitted Late
ST MARTIN	Breaux Bridge Police Department	Savoie, Ryan	Police	12/12/2023 - 2/1/2024	$1,000.00	Application Submitted Late
ST MARTIN	Breaux Bridge Police Department	Sewell, Craig	Police	6/11/2024 - 6/30/2024	$400.00	Application Submitted Late
ST MARTIN	St Martinville Police Department	Boudreaux, Jason	Police	4/18/2024 - 6/30/2024	$1,440.00	Application Submitted Late
ST MARTIN	St Martinville Police Department	Domingue, Hunter	Police	5/20/2025 - 6/30/2025	$820.00	Application Submitted Late
ST MARTIN	St Martinville Police Department	Journet, Christopher	Police	5/21/2025 - 6/30/2025	$800.00	Application Submitted Late
ST MARTIN	St Martinville Police Department	Ledet, Odis	Police	10/7/2024 - 6/30/2025	$5,280.00	Application Submitted Late
ST MARY	Chitimacha Tribe Police Department	Mitchell, Travis	Police	1/7/2025 - 6/30/2025	$3,480.00	Application Submitted Late
ST MARY	Chitimacha Tribe Police Department	Porter, Monika	Police	6/12/2024 - 6/30/2024	$380.00	Application Submitted Late
ST MARY	Franklin Marshal	Moore, Terrence	Marshal	7/29/2024 - 6/30/2025	$6,640.00	Application Submitted Late
ST MARY	Franklin Marshal	Wilson, Dorthy	Marshal	1/2/2024 - 6/30/2024	$1,140.00	Application Submitted Late
ST MARY	Franklin Police Department	Gordon, Dakoda	Police	5/8/2024 - 6/30/2024	$1,060.00	Application Submitted Late
ST MARY	Franklin Police Department	Wilson, Dorthy	Police	6/24/2024 - 6/30/2024	$140.00	Application Submitted Late
ST MARY	Greenwood Police Department	Kay, John	Police	2/22/2024 - 6/30/2024	$2,580.00	Application Submitted Late
ST TAMMANY	Abita Springs Marshal	Wells, Michael	Marshal	6/5/2024 - 6/30/2025	$7,720.00	Application Submitted Late
ST TAMMANY	Pearl River Police Department	Carpenter, Jason	Police	1/12/2024 - 6/30/2024	$3,380.00	Application Submitted Late
ST TAMMANY	Pearl River Police Department	Ginder, Kimberly	Police	6/25/2024 - 6/30/2024	$120.00	Application Submitted Late
TANGIPAHOA	Amite City Police Department	Baudin, John	Police	6/13/2024 - 6/30/2024	$360.00	Application Submitted Late
TANGIPAHOA	Hammond Police Department	Haidet, Tristan	Police	7/20/2023 - 11/11/2024	$9,600.00	Application Submitted Late
TANGIPAHOA	Hammond Police Department	Quinn, Nathan	Police	11/8/2023 - 6/30/2024	$4,660.00	Application Submitted Late
TANGIPAHOA	Independence Police Department	Bryson, Anthony	Police	4/11/2024 - 6/30/2024	$1,600.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Police Department	Haley, Courtney	Police	5/1/2025 - 6/30/2025	$1,200.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Police Department	Johnson, Noah	Police	6/1/2025 - 6/30/2025	$600.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Police Department	McGovern, James	Police	3/27/2025 - 6/30/2025	$1,880.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Police Department	Serpas, Ryan	Police	7/15/2024 - 6/30/2025	$6,920.00	Application Submitted Late
TANGIPAHOA	Tickfaw Police Department	Rowland, David	Police	6/20/2024 - 6/30/2024	$220.00	Application Submitted Late
TERREBONNE	Houma Police Department	Coler, Tiren	Police	1/16/2025 - 6/30/2025	$3,300.00	Application Submitted Late
TERREBONNE	Houma Police Department	Defelice, Seth	Police	1/10/2024 - 6/30/2024	$3,420.00	Application Submitted Late
TERREBONNE	Houma Police Department	Naquin, Hailey	Police	3/18/2024 - 6/30/2024	$2,060.00	Application Submitted Late
TERREBONNE	Houma Police Department	Vera, Beau	Police	4/22/2024 - 6/30/2024	$1,380.00	Application Submitted Late
TERREBONNE	Houma/Terrebonne Marshal	Bordelon, Jeffrey	Marshal	5/28/2024 - 6/30/2024	$660.00	Application Submitted Late
VERMILION	Abbeville Police Department	Toups, Randall	Police	6/22/2024 - 6/30/2024	$180.00	Application Submitted Late
VERMILION	Kaplan Police Department	Boeve, Kurtis	Police	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
VERMILION	Kaplan Police Department	Hardy, Samantha	Police	4/23/2024 - 6/30/2024	$1,360.00	Application Submitted Late
VERMILION	Kaplan Police Department	Hardy, Terrance	Police	4/5/2024 - 6/30/2024	$1,720.00	Application Submitted Late
W. BATON ROUGE	Addis Police Department	Donaldson, Devin	Police	1/2/2024 - 6/30/2024	$3,580.00	Application Submitted Late
W. BATON ROUGE	Addis Police Department	Primus, Alycia	Police	3/12/2025 - 6/30/2025	$2,180.00	Application Submitted Late
W. BATON ROUGE	Brusly Police Department	Allen, Keegan	Police	4/19/2025 - 6/30/2025	$1,440.00	Application Submitted Late

W. BATON ROUGE	Brusly Police Department	Anderson, Logan	Police	5/2/2025 - 6/30/2025	$1,180.00	Application Submitted Late
W. BATON ROUGE	Brusly Police Department	Byrd, Devin	Police	4/1/2025 - 6/30/2025	$1,800.00	Application Submitted Late
W. BATON ROUGE	Brusly Police Department	Gilbert, Timothy	Police	4/2/2024 - 6/30/2024	$1,780.00	Application Submitted Late
W. BATON ROUGE	Port Allen Marshal	Fontenot, Jason	Marshal	5/4/2025 - 6/30/2025	$1,140.00	Application Submitted Late
W. BATON ROUGE	Port Allen Marshal	Massey, Sonny	Marshal	10/24/2023 - 6/30/2025	$10,000.00	Application Submitted Late
W. BATON ROUGE	Port Allen Police Department	Bergeron, Kevin	Police	4/24/2024 - 6/30/2024	$1,340.00	Application Submitted Late
W. BATON ROUGE	Port Allen Police Department	Juneau, Rushing	Police	5/14/2025 - 6/30/2025	$940.00	Application Submitted Late
W. BATON ROUGE	Port Allen Police Department	Williams, Charles	Police	6/4/2025 - 6/30/2025	$540.00	Application Submitted Late
WASHINGTON PAR	Bogalusa Police Department	Baughman, Michael	Police	6/28/2024 - 6/30/2024	$60.00	Application Submitted Late
WASHINGTON PAR	Bogalusa Police Department	Cooper, Barry	Police	5/16/2025 - 6/30/2025	$900.00	Application Submitted Late
WASHINGTON PAR	Bogalusa Police Department	Seal, Joseph	Police	6/28/2024 - 6/30/2024	$60.00	Application Submitted Late
WASHINGTON PAR	Franklinton Police Department	McFarlain, Justin	Police	3/16/2024 - 6/30/2024	$2,100.00	Application Submitted Late
WASHINGTON PAR	Franklinton Police Department	Taylor, Norman	Police	5/28/2024 - 6/30/2024	$660.00	Application Submitted Late
WEBSTER	Dixie Inn Police Department	Huffstetler, Michael	Police	5/16/2025 - 6/30/2025	$900.00	Application Submitted Late
WEBSTER	Springhill Police Department	Anderson, Niki	Police	4/8/2024 - 6/30/2024	$1,660.00	Application Submitted Late
WEST FELICIANA	St Francisville Police Department	Smith, Gerald	Police	5/20/2024 - 6/30/2024	$820.00	Application Submitted Late
					$475,880.00	

JEFF LANDRY
GOVERNOR

COLONEL ROBERT P. HODGES
DEPUTY SECRETARY

State of Louisiana

Department of Public Safety and Corrections
Public Safety Services

Lt. Colonel Robert Burns II
Chief Administrative Officer
Department of Public Safety
7979 Independence Blvd.
Baton Rouge, Louisiana 70806

August 20, 2025

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

Dear Chairman Womack:

Attached is a spreadsheet detailing 164 requests for back pay for Municipal Fire Supplemental Pay, which have been approved by the Board of Review as per ACT 110 of 1982. Please place this item on the agenda for the next meeting.

Total requested prior year funds: $351,493.00

Public Safety Services projects sufficient funds available in the current fiscal year budget to fund these ACT 110 requests for back pay.

If any additional documentation or information is needed, please feel free to contact the Undersecretary's Office at (225) 925-6032.

Sincerely,

LTC RAB

Lt. Colonel Robert A. Burns II
Deputy Superintendent – Chief Administrative Officer
Department of Public Safety, Public Safety Services

Attachment

CC: Brien Ruiz, Chairman
Dwayne Thevis, Board Member
Richard Parker, Board Member
Frank Cussimano, Board Member
Charles Williams, Board Member
Earl Borden, Board Member
Patrick Carpenter, Board Member
Sherlyn Shumpert, Legal Affairs

PARISH	MUNICIPALITY	NAME	GROUP	DATES OWED	AMOUNT	REASON
ACADIA	Crowley Fire Department	Broussard, Shandon	Fire	3/28/2024 - 6/30/2024	$1,440.00	Application Submitted Late
ALLEN	Allen Parish Fire District 3	Kolb, Leslie	Fire	5/1/2025 - 6/30/2025	$1,200.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Bergeron, Zack	Fire	5/27/2025 - 6/30/2025	$680.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Blackmon, Triston	Fire	5/27/2025 - 6/30/2025	$680.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Broussard, Chase	Fire	1/8/2025 - 6/30/2025	$3,460.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Ferrill, Connor	Fire	5/27/2025 - 6/30/2025	$680.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Guillory, Devereux	Fire	5/27/2025 - 6/30/2025	$680.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Hughes, Leighton	Fire	1/8/2025 - 6/30/2025	$3,460.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Liotta, Peter	Fire	5/27/2025 - 6/30/2025	$680.00	Application Submitted Late
ASCENSION	Ascension Parish Fire District #3	Reynolds, Cade	Fire	5/27/2025 - 6/30/2025	$680.00	Application Submitted Late
BEAUREGARD	DeRidder Fire Department	King, Collyn	Fire	3/1/2024 - 6/30/2024	$2,400.00	Application Submitted Late
BEAUREGARD	DeRidder Fire Department	Murphy, Christofer	Fire	9/27/2024 - 6/30/2025	$5,480.00	Application Submitted Late
BEAUREGARD	DeRidder Fire Department	Peasgood, Cameron	Fire	5/22/2025 - 6/30/2025	$780.00	Application Submitted Late
BEAUREGARD	DeRidder Fire Department	Simon, Gabriel	Fire	12/18/2024 - 6/30/2025	$3,600.00	Application Submitted Late
BEAUREGARD	DeRidder Fire Department	Stephens, Seth	Fire	2/12/2025 - 6/30/2025	$2,780.00	Application Submitted Late
BOSSIER	E Central Bossier Parish Fire Department #1	Mouser, John	Fire	4/15/2025 - 6/30/2025	$1,520.00	Application Submitted Late
BOSSIER	Eighth Ward Volunteer Fire Department	Doss, Nolan	Fire	12/23/2024 - 6/30/2025	$3,760.00	Application Submitted Late
BOSSIER	Eighth Ward Volunteer Fire Department	Falgout, Carl	Fire	3/20/2025 - 6/30/2025	$2,020.00	Application Submitted Late
BOSSIER	Eighth Ward Volunteer Fire Department	Price, Corey	Fire	5/20/2025 - 6/30/2025	$820.00	Application Submitted Late
CADDO	Caddo Parish Fire District #1	Johnson, Benton	Fire	6/25/2024 - 6/30/2024	$120.00	Application Submitted Late
CADDO	Caddo Parish Fire District #1	Womack, Evan	Fire	6/25/2024 - 6/30/2024	$120.00	Application Submitted Late
CADDO	Caddo Parish Fire District 3	Burrus, Christian	Fire	2/16/2024 - 6/30/2024	$2,700.00	Application Submitted Late
CADDO	Caddo Parish Fire District 4	Phelan, John	Fire	2/19/2024 - 6/30/2024	$2,640.00	Application Submitted Late
CADDO	Shreveport Fire Department	Owens, Patrick	Fire	3/16/2025 - 6/30/2025	$1,800.00	Application Submitted Late
CADDO	Shreveport Fire Department	Sampite, Michael	Fire	10/16/2024 - 6/30/2025	$5,100.00	Application Submitted Late
CADDO	Shreveport Fire Department	Sims, Drezumikko	Fire	6/1/2025 - 6/30/2025	$600.00	Application Submitted Late
CALCASIEU	Carlyss Fire Department	Lavergne, John	Fire	10/30/2023 - 6/30/2024	$4,640.00	Application Submitted Late
CALCASIEU	Carlyss Fire Department	Sumpter, Edward	Fire	1/20/2025 - 6/30/2025	$3,220.00	Application Submitted Late
CALCASIEU	Lake Charles Fire Department	Reed, Jashon	Fire	2/1/2025 - 2/28/2025	$600.00	Application Submitted Late
CALCASIEU	Westlake Fire Department	Pineyro, King	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
DESOTO	Desoto Fire District 8	Campbell, Jeremy	Fire	2/1/2025 - 6/30/2025	$3,000.00	Application Submitted Late
DESOTO	Desoto Fire District 8	Vosbury, John	Fire	2/1/2025 - 6/30/2025	$3,000.00	Application Submitted Late
DESOTO	Mansfield Fire Department	Green, Jasmine	Fire	2/5/2024 - 6/30/2025	$10,120.00	Application Submitted Late
E. BATON ROUGE	Baker Fire Department	Smith, Preston	Fire	5/4/2025 - 6/30/2025	$1,140.00	Application Submitted Late

E. BATON ROUGE	Baker Fire Department	Turner, Ronald	Fire	6/2/2025 - 6/30/2025	$580.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Brignac, Eli	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Flint, Kyle	Fire	4/21/2024 - 6/30/2024	$1,400.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Fowler, Amy	Fire	1/26/2025 - 6/30/2025	$3,100.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Heller, Jared	Fire	5/19/2025 - 6/30/2025	$840.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Kleinpeter, Caleb	Fire	4/8/2025 - 6/30/2025	$1,660.00	Direct Deposit Error
E. BATON ROUGE	Baton Rouge Fire Department	Lockhart, Hunter	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Musso, Gabe	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Nickles, Peyton	Fire	5/19/2025 - 6/30/2025	$840.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Noel, Gregory	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Smith, Preston	Fire	4/8/2024 - 6/30/2024	$1,660.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	St Cyr, Brian	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
E. BATON ROUGE	Baton Rouge Fire Department	Vicaro, Laine	Fire	6/16/2025 - 6/30/2025	$300.00	Application Submitted Late
E. BATON ROUGE	East Side Volunteer Fire Department	Caskey, Brenden	Fire	6/1/2025 - 6/30/2025	$600.00	Application Submitted Late
E. BATON ROUGE	St George Fire Protection District No 2	Armanini, Rebecca	Fire	5/23/2025 - 6/30/2025	$760.00	Application Submitted Late
E. BATON ROUGE	St George Fire Protection District No 2	Shoultz, Russell	Fire	3/1/2025 - 6/30/2025	$2,440.00	Application Submitted Late
EVANGELINE	Acadia/Evangeline Fire Protection District	Fusilier, Kyle	Fire	3/1/2025 - 6/30/2025	$2,400.00	Application Submitted Late
IBERVILLE	City of Plaquemine Fire Department	Johnson, Shelbi	Fire	6/10/2025 - 6/30/2025	$420.00	Application Submitted Late
IBERVILLE	City of Plaquemine Fire Department	Pugh, Demill	Fire	5/20/2025 - 6/30/2025	$820.00	Application Submitted Late
JEFFERSON	Bridge City Fire Department	Jacobs, Kirk	Fire	5/18/2025 - 6/30/2025	$860.00	Application Submitted Late
JEFFERSON	David Crockett Steam Fire Co #1	Landry, Keith	Fire	3/18/2024 - 6/30/2024	$2,060.00	Application Submitted Late
JEFFERSON	David Crockett Steam Fire Co #1	Rhoto, Timothy	Fire	3/18/2025 - 6/30/2025	$2,060.00	Application Submitted Late
JEFFERSON	Grand Isle Volunteer Fire Company	Leblanc, James	Fire	5/20/2024 - 6/30/2024	$820.00	Application Submitted Late
JEFFERSON	Harahan Fire Department	McMillion, Kerry	Fire	6/8/2025 - 6/30/2025	$460.00	Application Submitted Late
JEFFERSON	Harvey Volunteer Fire Department Co 2	Patecek, Eric	Fire	6/26/2024 - 6/30/2024	$100.00	Application Submitted Late
JEFFERSON	Herbert Wallace Volunteer Fire Department	Swanson, Steven	Fire	6/2/2025 - 6/30/2025	$580.00	Application Submitted Late
JEFFERSON	Jefferson East Bank Consolidated Fire Department	Dudenhoeffer, Joshua	Fire	6/29/2024 - 6/30/2024	$40.00	Application Submitted Late
JEFFERSON	Live Oak Manor Volunteer Fire Department	Miller, Brian	Fire	2/12/2024 - 6/30/2024	$2,780.00	Application Submitted Late
JEFFERSON	Marrero Estelle Volunteer Fire Co 1	Bayhi, Nicholas	Fire	6/28/2024 - 6/30/2024	$60.00	Application Submitted Late
JEFFERSON	Marrero Harvey Volunteer Fire Department	Choina, Corey	Fire	3/2/2024 - 6/30/2024	$2,380.00	Application Submitted Late
JEFFERSON	Marrero Ragusa Volunteer Fire Department #3	Carter, Juan	Fire	3/20/2025 - 6/30/2025	$2,020.00	Application Submitted Late

JEFFERSON	Marrero Ragusa Volunteer Fire Department #3	Desselles, Cody	Fire	4/21/2024 - 6/30/2024	$1,400.00	Application Submitted Late
JEFFERSON	Marrero Ragusa Volunteer Fire Department #3	Garcia, Victor	Fire	3/14/2025 - 6/30/2025	$2,140.00	Application Submitted Late
JEFFERSON	Nine Mile Point Volunteer Fire Company 1	Cook, Eric	Fire	4/4/2024 - 6/30/2024	$1,720.00	Application Submitted Late
JEFFERSON	Nine Mile Point Volunteer Fire Company 1	Sievers, Tate	Fire	4/6/2024 - 6/30/2024	$800.00	Application Submitted Late
JEFFERSON	Third District Volunteer Fire Department	Erfle, Jeremiah	Fire	10/18/2023 - 6/30/2024	$5,060.00	Application Submitted Late
JEFFERSON	Third District Volunteer Fire Department	Hastings, Taylor	Fire	1/22/2024 - 6/30/2024	$3,180.00	Application Submitted Late
JEFFERSON	Third District Volunteer Fire Department	Monnerjahn, Andrew	Fire	8/21/2024 - 6/30/2025	$6,200.00	Application Submitted Late
JEFFERSON	Third District Volunteer Fire Department	Savoie, Leo	Fire	8/14/2024 - 6/30/2025	$6,340.00	Application Submitted Late
JEFFERSON	Westwego Volunteer Fire Department 1	Gueringer, Brian	Fire	6/17/2025 - 6/30/2025	$280.00	Application Submitted Late
LAFAYETTE	Carencro Volunteer Fire Department	Chauvin, Benjamin	Fire	3/6/2024 - 6/30/2024	$2,300.00	Application Submitted Late
LAFAYETTE	Carencro Volunteer Fire Department	Hollier, William	Fire	3/22/2024 - 6/30/2024	$1,980.00	Application Submitted Late
LAFAYETTE	Carencro Volunteer Fire Department	LeBlanc, Jaron	Fire	3/3/2025 - 6/30/2025	$2,360.00	Application Submitted Late
LAFOURCHE	Schriever Fire Department	Hebert, Jacob	Fire	3/1/2025 - 6/30/2025	$2,400.00	Application Submitted Late
LAFOURCHE	Schriever Fire Department	McDonald, Alec	Fire	2/25/2024 - 6/30/2024	$2,520.00	Application Submitted Late
LINCOLN	Ruston Fire Department	Green, Lane	Fire	6/26/2025 - 6/30/2025	$100.00	Application Submitted Late
LINCOLN	Ruston Fire Department	Harris, Harlee	Fire	6/26/2025 - 6/30/2025	$100.00	Application Submitted Late
LINCOLN	Ruston Fire Department	Hightower, Trenton	Fire	10/25/2024 - 6/30/2025	$4,920.00	Application Submitted Late
LINCOLN	Ruston Fire Department	Martin, Aaron	Fire	6/26/2025 - 6/30/2025	$100.00	Application Submitted Late
LINCOLN	Ruston Fire Department	May, Jacob	Fire	2/26/2025 - 6/30/2025	$2,380.00	Application Submitted Late
LINCOLN	Ruston Fire Department	Pylant, Caleb	Fire	2/26/2025 - 6/30/2025	$2,380.00	Application Submitted Late
LIVINGSTON	Denham Springs Fire Department	Wainwright, Ty	Fire	6/14/2025 - 6/30/2025	$340.00	Application Submitted Late
LIVINGSTON	Livingston Parish Fire District #4	Williams, Haley	Fire	3/30/2025 - 6/30/2025	$1,820.00	Application Submitted Late
NATCHITOCHES	Natchitoches Fire Department	Allbritton, Zachary	Fire	2/20/2025 - 6/30/2025	$2,620.00	Application Submitted Late
NATCHITOCHES	Natchitoches Fire Department	Foster, Tayler	Fire	4/2/2025 - 6/30/2025	$1,780.00	Application Submitted Late
NATCHITOCHES	Natchitoches Fire Department	Mayeux, Lucas	Fire	4/17/2025 - 6/30/2025	$1,480.00	Application Submitted Late
NATCHITOCHES	Natchitoches Fire Department	Stewart, Taylor	Fire	3/26/2024 - 6/30/2024	$1,900.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Bock, Logan	Fire	5/25/2025 - 6/30/2025	$480.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Diggs, Ian	Fire	6/18/2024 - 6/30/2024	$260.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Doces, Marco	Fire	6/3/2025 - 6/30/2025	$560.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Hills, Paigh	Fire	9/3/2023 - 6/30/2025	$13,160.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	LeBlanc, Earl	Fire	5/4/2025 - 6/30/2025	$1,140.00	Application Submitted Late

ORLEANS	New Orleans Fire Department	Plaideau, Kevin	Fire	5/18/2025 - 6/30/2025	$860.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Soden, Mark	Fire	5/6/2025 - 6/30/2025	$1,100.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Tripkovich, Cameron	Fire	5/4/2025 - 6/30/2025	$580.00	Application Submitted Late
ORLEANS	New Orleans Fire Department	Verdin, Hunter	Fire	6/22/2025 - 6/30/2025	$180.00	Application Submitted Late
OUACHITA	Ouachita Parish Fire Department	Brown, James	Fire	3/28/2024 - 6/30/2024	$1,860.00	Application Submitted Late
OUACHITA	Ouachita Parish Fire Department	Hammons, Caleb	Fire	12/11/2023 - 6/30/2024	$4,000.00	Application Submitted Late
PLAQUEMINES	Plaquemines Parish Fire Department	Evans, Steven	Fire	6/10/2025 - 6/30/2025	$420.00	Application Submitted Late
PLAQUEMINES	Plaquemines Parish Fire Department	Mason, Rachel	Fire	9/6/2023 - 6/30/2024	$5,900.00	Application Submitted Late
PLAQUEMINES	Plaquemines Parish Fire Department	Mason, Tyler	Fire	6/17/2024 - 6/30/2024	$280.00	Application Submitted Late
PLAQUEMINES	Plaquemines Port Harbor Fire Department	Kyzar, Keiran	Fire	3/21/2025 - 6/30/2025	$2,000.00	Application Submitted Late
POINTE COUPEE	Pointe Coupee Fire District 4	Griffith, Grant	Fire	4/1/2024 - 6/30/2024	$1,800.00	Application Submitted Late
POINTE COUPEE	Pointe Coupee Fire District 4	Turner, Shelby	Fire	6/10/2024 - 6/30/2024	$420.00	Application Submitted Late
RAPIDES	Alexandria Fire Department	Dupuy, Jerrick	Fire	3/17/2025 - 6/30/2025	$2,080.00	Application Submitted Late
RAPIDES	Alexandria Fire Department	Potito, Garrett	Fire	5/17/2025 - 6/30/2025	$880.00	Application Submitted Late
RAPIDES	Alexandria Fire Department	Snoddy, Logan	Fire	4/12/2025 - 6/30/2025	$1,520.00	Application Submitted Late
RAPIDES	Rapides Parish #4 Fire Department	Gauthreaux, Joseph	Fire	5/8/2025 - 6/30/2025	$1,060.00	Application Submitted Late
RAPIDES	Rapides Parish #7 Fire Department	Stanford, Ricky	Fire	4/21/2025 - 6/30/2025	$1,400.00	Application Submitted Late
RAPIDES	Rapides Parish Fire District #2	Fussell, Christopher	Fire	6/7/2025 - 6/30/2025	$480.00	Application Submitted Late
RAPIDES	Rapides Parish Fire District #2	Mosley, Jackson	Fire	2/13/2025 - 6/30/2025	$2,760.00	Application Submitted Late
RICHLAND	Delhi Fire Department	Duchesne, Micah	Fire	1/29/2024 - 6/30/2024	$3,040.00	Application Submitted Late
ST BERNARD	St Bernard Parish Fire Department	Estopinal, Tyler	Fire	6/24/2024 - 6/30/2024	$140.00	Application Submitted Late
ST CHARLES	Luling Volunteer Fire Department	Allshouse, Britton	Fire	8/1/2024 - 6/30/2025	$6,600.00	Application Submitted Late
ST CHARLES	Luling Volunteer Fire Department	Poteet, Andre	Fire	6/5/2023 - 6/30/2024	$7,720.00	Application Submitted Late
ST JOHN BAPTIST	St John the Baptist Fire Department	Rogers, Mac	Fire	3/17/2025 - 6/30/2025	$2,080.00	Application Submitted Late
ST LANDRY	Opelousas Fire Department	Barras, Blaise	Fire	6/24/2025 - 6/30/2025	$140.00	Application Submitted Late
ST LANDRY	St Landry Parish Fire District #2	Stelly, Logan	Fire	4/7/2025 - 6/30/2025	$1,680.00	Application Submitted Late
ST MARY	Chitimacha Fire Protection	Perry, Kenneth	Fire	1/7/2025 - 6/30/2025	$3,480.00	Application Submitted Late
ST TAMMANY	Covington Fire Department	Cailleteau, Johnathan	Fire	2/28/2024 - 6/30/2024	$2,440.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #11	Anderson, Sidney	Fire	1/5/2024 - 6/30/2024	$3,520.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #11	Ebarb, Austin	Fire	2/5/2024 - 6/30/2024	$2,920.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #11	Pichon, Zachary	Fire	2/13/2024 - 6/30/2024	$2,760.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #12	Fiorella-Daussat, Gunner	Fire	2/22/2025 - 6/30/2025	$2,580.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #12	Marquette, Brian	Fire	12/17/2024 - 6/30/2025	$3,880.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #12	Nelson, Seth	Fire	1/17/2025 - 6/30/2025	$3,280.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #13	O'Brien, Devin	Fire	2/5/2023 - 6/30/2024	$10,120.00	Application Submitted Late

ST TAMMANY	St Tammany Fire District #3	Carriere, Nicholas	Fire	5/29/2025 - 6/30/2025	$640.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #3	Darby, David	Fire	6/2/2025 - 6/30/2025	$580.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #3	DeGeorge, Nicholas	Fire	6/6/2024 - 6/30/2024	$500.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #7	Irwin, Deven	Fire	10/19/2021 - 8/22/2022	$4,073.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #8	Rudiger, Ethan	Fire	4/11/2023 - 6/30/2024	$8,800.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #9	Accardo, Emily	Fire	4/17/2023 - 6/30/2024	$8,680.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District #9	Guidry, Perry	Fire	3/7/2024 - 6/30/2024	$2,280.00	Application Submitted Late
ST TAMMANY	St Tammany Fire District 4	Schaefer, Aaron	Fire	4/10/2024 - 6/30/2024	$1,620.00	Application Submitted Late
TANGIPAHOA	Hammond Fire Department	Bennett, Brock	Fire	5/2/2025 - 6/30/2025	$1,180.00	Application Submitted Late
TANGIPAHOA	Hammond Fire Department	Greer, Mason	Fire	4/16/2025 - 6/30/2025	$1,500.00	Application Submitted Late
TANGIPAHOA	Hammond Rural Fire Department	Bodin, Ryan	Fire	11/1/2024 - 6/30/2025	$4,800.00	Application Submitted Late
TANGIPAHOA	Hammond Rural Fire Department	Edwards, Kate	Fire	3/25/2024 - 6/30/2025	$9,120.00	Application Submitted Late
TANGIPAHOA	Kentwood Fire Department	Schrimsher, James	Fire	3/31/2025 - 6/30/2025	$1,800.00	Application Submitted Late
TANGIPAHOA	Loranger Volunteer Fire Department	Cutrer, James	Fire	3/1/2024 - 6/30/2024	$2,400.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Fire Department	Cook, Logan	Fire	7/23/2024 - 6/30/2025	$6,760.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Fire Department	Landry, Brittany	Fire	3/8/2025 - 6/30/2025	$2,260.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Fire Department	Patton, Angela	Fire	1/1/2024 - 6/30/2024	$3,600.00	Application Submitted Late
TANGIPAHOA	Ponchatoula Volunteer Fire Department	Ford , Skyler	Fire	6/12/2025 - 6/30/2025	$380.00	Application Submitted Late
TANGIPAHOA	Tangipahoa Fire District #1	Fitz, Cragg	Fire	5/25/2025 - 6/30/2025	$720.00	Application Submitted Late
TERREBONNE	Bayou Black Volunteer Fire Department	McDonald, Alec	Fire	5/1/2025 - 6/30/2025	$1,200.00	Application Submitted Late
TERREBONNE	Bayou Blue Fire Protection District	Nelton, Jesse	Fire	6/10/2024 - 6/30/2024	$420.00	Application Submitted Late
TERREBONNE	Bayou Cane Fire Department	Charpentier, Jarad	Fire	12/21/2023 - 6/30/2024	$3,800.00	Application Submitted Late
TERREBONNE	Bayou Cane Fire Department	Poimboeuf, Landon	Fire	5/13/2025 - 6/13/2025	$620.00	Application Submitted Late
TERREBONNE	Bayou Cane Fire Department	Prejean, Katelyn	Fire	12/27/2024 - 6/30/2025	$3,680.00	Application Submitted Late
TERREBONNE	Bayou Cane Fire Department	Thibodeaux, Dyllan	Fire	1/9/2024 - 3/12/2024	$1,280.00	Application Submitted Late
TERREBONNE	Little Caillou Volunteer Fire Department	Sneed, Tammy	Fire	6/24/2024 - 6/30/2024	$140.00	Application Submitted Late
VERNON	New Llano Fire Department	Calcote, Cortlan	Fire	6/6/2024 - 6/30/2024	$500.00	Application Submitted Late
W. BATON ROUGE	West Baton Rouge Parish Fire Department	Odland, Alexandra	Fire	5/20/2025 - 6/30/2025	$820.00	Application Submitted Late
W. BATON ROUGE	West Baton Rouge Parish Fire Department	Phelps, Devin	Fire	9/30/2024 - 6/30/2025	$5,420.00	Application Submitted Late
W. BATON ROUGE	West Baton Rouge Parish Fire Department	Serio, Reed	Fire	6/5/2025 - 6/30/2025	$520.00	Application Submitted Late
WASHINGTON PAR	Washington Fire District 7	McGhee, Wenton	Fire	6/1/2025 - 6/30/2025	$600.00	Application Submitted Late
WASHINGTON PAR	Washington Fire District 7	Rushing, James	Fire	6/1/2025 - 6/30/2025	$600.00	Application Submitted Late
WASHINGTON PAR	Washington Fire District 7	Turnage, Mickey	Fire	6/1/2025 - 6/30/2025	$600.00	Application Submitted Late
					$351,493.00	

RS 24:653

§653. Duties and functions

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

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

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

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

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

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

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

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

(2) No attorney representing the state or any of its departments or agencies or any of its employees entitled to indemnification under R.S. 13:5108.1 shall sign any compromise or settlement which obligates the state to pay five hundred thousand dollars or more without prior consultation with the attorney general and the members of the litigation subcommittee. The consultation with the members of the litigation subcommittee shall occur in executive session.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Added by Acts 1976, No. 538, §3, eff. March 10, 1980. Acts 1984, No. 694, §1; Acts 1997, No. 738, §1; Acts 1997, No. 1465, §1, eff. July 15, 1997; Acts 1998, 1st Ex. Sess., No. 11, §1; Acts 2001, No. 894, §1, eff. June 26, 2001; Acts 2008, No. 842, §1, eff. July 8, 2008; Acts 2010, No. 861, §10; Acts 2013, No. 96, §2, eff. July 1, 2013; Acts 2014, No. 704, §1, eff. July 1, 2014; Acts 2017, No. 355, §1, eff. June 22, 2017; Acts 2018, No. 612, §8, eff. July 1, 2020; Acts 2019, No. 404, §16; Acts 2023, No. 291, §1.

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

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

Items for Consideration - September 17, 2025 Water Sector Commission Meeting				
Round	**Entity**	**Type**	**Comments**	**Previous Actions**
Requests for Additional Funding and Match Commitment Change				
1	Lafayette Utilities System	Sewer	Request for $965,325 in additional WSP funding. System will provide additional $733,647 to meet local match commitment of 76%. The original grant amount was $1,314,800. This additional amount would result in an increase to $2,280,125, an increase of 73.42% of the original grant. JLCB approval is required.	
2	St. Bernard Parish	Sewer	Request for $1,346,274 in additional WSP funding. System will provide additional $2,042,260 increasing the local match commitment from 51% to 67.99%. Original grant amount of $6,731,368 would be increased to $8,077,642, an increase of 20%. JLCB approval is required.	

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

LOUISIANA DEPARTMENT OF HEALTH

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

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.

Rev 2017-01

AMENDMENT TO

AGREEMENT BETWEEN STATE OF LOUISIANA

LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 2

LAGOV#: 2000773152

LDH #:

Agency Name... Bureau of Health Services Financing

(Regional/ Program/ Facility)

Original Contract Amount 6,782,194.00

AND

Original Contract Begin Date 03/01/2023

Health Services Advisory Group (HSAG)

Contractor Name

Original Contract End Date 02/28/2026

RFP Number: 3000017943

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: 6,782194.00 Current Contract Term: 3/1/2023-02/28/2026

1. Page 1 of CF-1, Item 11 Termination Date: 2/28/2026
2. Page 1 of CF-1, Item 12 Maximum Contract Amount: $6,782,194
3. Page 1 of CF-1, Item 13 Estimated Amounts By Fiscal Years: FY23 $677,915.00; FY24 $2,102,577.67; FY 25 $2,329,564.00; FY26 $1,672,137.33

Change Contract To: To Maximum Amount: 11,182,194.00 Changed Contract Term: 3/1/2023-02/28/2028

1. Page 1 of CF-1, Item 11 Termination Date: 2/28/2028
2. Page 1 of CF-1, Item 12 Maximum Contract Amount: $11,182,194
3. Page 1 of CF-1, Item 13 Estimated Amounts By Fiscal Years: FY23 $677,915.00; FY24 $2,102,577.67; FY 25 $2,329,564.00; FY26 $2,072,137.33; FY27 $2,200,000; FY28 $1,800,000
4. Page 1 of CF-1, Item 15 List All Required Attachments: Attachment D CF-1 Addendum

Justifications for amendment:

LDH is utilizing their option to extend the EQRO contract for an additional twenty-four (24) months at the same rates, terms, and conditions of the initial contract terms, in order 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.

This Amendment Becomes Effective: 03/01/2026

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

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

CONTRACTOR

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE **DATE**

PRINT NAME: Joellen Tenison

CONTRACTOR TITLE: Chief Executive Officer

SIGNATURE **DATE**

NAME: Bruce D. Greenstein

TITLE: LDH Secretary

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.

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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** (List all that apply) Statewide

City Phoenix **State** AZ **Zip Code** 85016

7) **License or Certification #** N/A

3) **Telephone Number**

8) **Contractor Status**

Subrecipient:	☐ Yes	☑ No
Corporation:	☑ Yes	☐ No
For Profit:	☑ Yes	☐ No
Publicly Traded:	☐ Yes	☑ No

4) **Mailing Address (if different)** "SAME"

City **State** **Zip Code**

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 confidentially 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 988AB6FBCE484BA...	
SIGNATURE	SIGNATURE
8/24/2023	
DATE	DATE
Mary Ellen Dalton PHD,MBA, RN	
NAME	NAME
President and Chief Executive Officer	Secretary, Louisiana Department of Health or Designee
TITLE	TITLE
	Bureau of Health Services Financing (BHSF)
	DocuSigned by: Tara A. LeBlanc 338F7ABF393C405...
SIGNATURE	SIGNATURE
DATE	8/25/2023
	DATE
NAME	Tara A. LeBlanc
	NAME
TITLE	Medicaid Director
	TITLE

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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

DocuSign Envelope ID: A80C2634-0C49-4832-8985-D3C32C58D1FA

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.

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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.

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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.

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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.

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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.

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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

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	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 statue 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

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	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

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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

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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

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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 (15^{th}) 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

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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.

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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

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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.

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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:

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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

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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.

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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.

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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

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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

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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:

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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.

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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.

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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.

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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

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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

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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.

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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

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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:

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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:

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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.~~

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~~**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.

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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

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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

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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.

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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

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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.

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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.

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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.

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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.

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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

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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 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	$ 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 Survey(s) *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	$ 2,000.00	$ 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
EQR 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 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	$ 14,688.00	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 Survey(s)				
Report(s) of Survey Findings	$ 29,376.00	4	$ 97,920.00	$ 117,504.00
Survey Raw Data	$ 612.00	4	$ 2,040.00	$ 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
EQR 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 Survey(s) *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
EQR Technical Report				

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Annual Technical Report (s)	$ 9,364	11	$ 84,276.00	$ 103,004.00
Medicaid Managed Care Quality Strategy Evaluation				
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
Quality Companion (QC) Guide				
Comprehensive Guide	$ 6,239.00	1	$ 6,239.00	$ 6,239.00
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	$ 11,237.00	1	$ 9,364.00	$ 11,237.00
Full Report of Findings	$ 234,714.00	1	$ 195,595.00	$ 234,714.00
~~*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~~	~~$ 135,000.00~~	~~0~~	~~$ 135,000.00~~	$ -
Case Management Performance Evaluation				
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

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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.

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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.

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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:	Phoenix Office (Corporate) 3133 East Camelback Road, Suite 140 Phoenix, AZ 85016	Florida Office 3000 Bayport Drive, Suite 300 Tampa, FL 33607	Hawaii Office 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.		

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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:	Arizona State Tax ID Number: 01495496 Federal Tax ID Number: 86-0440007 LaGov Vendor Number: V31004998901 Louisiana Department of Revenue (LDR) Number: 7638059-001
8. A summary of whether Proposer meets mandatory and preferred qualifications to propose;	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 *CMS' Table 1. External Quality Review Organizations with State Medicaid or CHIP Contracts, 2020-2021 Reporting Cycle*, 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.

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

Mary Ellen Dalton, PhD, MBA, RN
President and Chief Executive Officer

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HSAG HEALTH SERVICES ADVISORY GROUP

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

J. Tenison

Joellen Tenison, Secretary

3133 East Camelback Road, Suite 140, Phoenix, AZ 85016-4545 | Phone: 602.801.6600 | Fax: 602.801.6051 | www.hsag.com

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Appendix 9: HSAG Key Personnel Resumes

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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, ISCAs, 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™,[2] services, AMP (Align. Measure. Perform.) Audit Review™,[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 Audit™ is a trademark of NCQA.
[3] AMP Audit Review™ is a registered trademark of NCQA.

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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)

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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: **Title:**	Veronica Guerra, 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:	**State of Hawaii, EQRO**		
Related EQR Task(s)	EQRO Contract Management, Compliance Reviews, HEDIS Audits and Performance Measure Validation, and Technical Assistance		
Name: **Title:**	Priscilla Thode 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.

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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

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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

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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

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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: **Title:**	Veronica Guerra 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: **Title:**	Serina Kavanaugh 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.

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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™[2] and AMP [Align. Measure. Perform.] Audit Reviews™[3]. 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

[1] HEDIS® is a registered trademark of the National Committee for Quality Assurance (NCQA).

[2] HEDIS® Compliance Audit™ is a trademark of the National Committee for Quality Assurance (NCQA).

[3] AMP Audit Review™ is a trademark of the National Committee for Quality Assurance (NCQA).

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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

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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: **Title:**	Jamie Robin 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: **Title:**	Katarzyna Roelant Quality Analyst – MI Health Link		
Company*:	Michigan Department of Health and Human Services		
Email:	RoelantK@michigan.gov	**Phone #:**	517.241.8033

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.

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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).

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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

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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: **Title:**	Russell Kennedy 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: **Title:**	Diana Jane Cassidy 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.

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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).

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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

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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: **Title:**	Dawn Wells, RN, BSN 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: **Title:**	Sandhya Swarnavel Department Analyst		
Company*:	Michigan Department of Health and Human Services Managed Care Plan Division		
Email:	Swarnavels@michigan.gov	**Phone #:**	517.284.1149

* See HSAG's EQR State Profiles in Appendix 4 for specific mailing address information.

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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.

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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).

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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: **Title:**	Russ Kennedy 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: **Title:**	Theresa Carsten 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.

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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 overight 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

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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).

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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: **Title:**	Jason Holst 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: **Title:**	Cameron Gunderson Quality Program Manager		
Company*:	Utah Department of Health and Human Services (UDOH)		
Email:	crgunderson@utah.gov	**Phone #:**	801.538.6943

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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 custome measures to assess the Addiction and Recover Treatment Services (ARTS) program and three custome 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 FEBH 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).

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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).

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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: **Title:**	Estelle Champlain 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: **Title:**	Dr. Laura Boutwell, DM, MPH Director, Quality and Population Health		
Company*:	Department of Medical Assistance Services		
Email:	Laura.Boutwell@dmas.virginia.com	**Phone #:**	804.371.4070

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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

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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 to taling 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

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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 wavier 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 wavier evaluation**		
Related EQR Task(s)	Wavier Evaluation Activities		
Name: **Title:**	Patrick McGowan 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

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Reference #2			
Contract:	**New Mexico Centennial Care 2.0 1115 waiver evaluation**		
Related EQR Task(s)	Waiver Evaluation Activities		
Name: **Title:**	Maricela Vigil, MBA 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.

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Appendix 6: NCQA Licensed Compliance Audit Organization Seal

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Appendix 7: NCQA HEDIS Compliance Audit License Agreement

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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.

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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

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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

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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 INDEMNIFICATON RESPONSIBIILTIES 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."

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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

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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

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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.

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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 with 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.

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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 by45. 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.

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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.

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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:
Print Name: Tom Fluegel
Title: Chief Operating Officer
Date: September 7, 2021

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Appendix 8: NCQA HEDIS CAHPS Survey Vendor Certificate

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NCQA
Measuring quality. Improving health care.

National Committee for Quality Assurance

recognizes

Health Services Advisory Group, Inc. (HSAG)

for fulfilling all necessary requirements to conduct NCQA HEDIS® Surveys

CERTIFIED NCQA HEDIS® SURVEY VENDOR 2022

MARGARET E. O'KANE
PRESIDENT
NATIONAL COMMITTEE FOR QUALITY ASSURANCE

November 1, 2021
DATE GRANTED

October 31, 2022
EXPIRATION DATE

Docusign Envelope ID: D24F8ECB-7FDA-4667-A98B-94520A097B6B

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

AND

Original Contract Begin Date 03/01/2023

Health Services Advisory Group (HSAG)

Contractor Name

Original Contract End Date 02/28/2026

RFP Number: 3000017943

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: Kimberly Sullivan 6F18D2F07367420...

SIGNATURE DATE 10/24/2024

NAME: Kimberly Sullivan, JD

TITLE: Medicaid Executive Director

OFFICE: Bureau of Health Services Financing

PROGRAM SIGNATURE DATE

NAME

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 statue 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 (15^{th}) 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.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

August 26, 2025

TO: Heath Williams
Chief Executive Officer
Office of Group Benefits

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

RE: OSP Pre-Approval for JLCB
Contract Amendment #3 – Buck Global, LLC to Gallagher Benefit Services, Inc.
LaGov PO: 2000719850

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, please return the "**Agency Memo to OSP After JLCB Approval,**" along with the stamped contract from the JLCB.

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

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

Amendment to Contract Between

State of Louisiana
Office of Group Benefits (OGB)

And

Buck Global, LLC

CHANGE FROM:

NAME OF DEPARTMENT/AGENCY
Office of Group Benefits ("OGB")

AND

CONTRACTOR NAME
Buck Global, LLC

CHANGE TO:

NAME OF DEPARTMENT/AGENCY
Office of Group Benefits ("OGB")

AND

CONTRACTOR NAME
Gallagher Benefit Services, Inc.

CHANGE FROM:

3 TERM OF CONTRACT

This Contract shall begin on February 1, 2023 and shall end on December 31, 2025. With all proper approvals and concurrence of the Contractor, OGB may also exercise options to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-five (35) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 35-month term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

CHANGE TO:

3 TERM OF CONTRACT

This Contract shall begin on February 1, 2023 and shall end on December 31, 2027. Prior to the extension of the Contract beyond the initial thirty-five (35) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 35-month term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

CHANGE FROM:

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,375,000.00 (Three Million, Three Hundred Seventy-Five Thousand) for work performed during the thirty-five (35) month term of this contract, or a Maximum Monthly Fee of $92,000 USD (Ninety-Two Thousand dollars) per month for thirty-five (35) months. This fee is inclusive of all travel and Contract-related expenses.

In addition, OGB agrees to pay up to but no more than One Hundred Five Thousand Dollars ($105,000 USD) for the 2017 Medlmpact Audits contained in Attachment I, Scope of Work/Services, under Task (6) Audits, Miscellaneous Audits Section. Payments made for these services are not included in the Maximum Monthly Fee.

In addition, OGB agrees to pay Fifty Thousand Dollars ($50,000) (the "Task 13 Fixed Fee") for the services outlined in Task 13 (herein entitled, "Mental Health Parity and Addiction Equity Act Compliance"). Payment of the Task 13 Fixed Fee will be in addition to the hourly billing; the Task 13 Fixed Fee will not be counted as part of the Maximum Monthly Fee, including for any month in which the Task 13 Fixed Fee is also invoiced.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

CHANGE TO:

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $5,583,000 (Five Million, Five Hundred Eighty-Three Thousand Dollars) for work performed during the term of this contract, or a Maximum Monthly Fee of $92,000 USD (Ninety-Two Thousand dollars) per month. This fee is inclusive of all travel and Contract-related expenses.

In addition, OGB agrees to pay up to but no more than One Hundred Five Thousand Dollars ($105,000 USD) for the 2017 Medlmpact Audits contained in Attachment I, Scope of Work/Services, under Task (6) Audits, Miscellaneous Audits Section. Payments made for these services are not included in the Maximum Monthly Fee.

In addition, OGB agrees to pay Fifty Thousand Dollars ($50,000) (the "Task 13 Fixed Fee") for the services outlined in Task 13 (herein entitled, "Mental Health Parity and Addiction Equity Act

Compliance"). Payment of the Task 13 Fixed Fee will be in addition to the hourly billing; the Task 13 Fixed Fee will not be counted as part of the Maximum Monthly Fee, including for any month in which the Task 13 Fixed Fee is also invoiced.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

CHANGE FROM:

4.1 TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20th of each month documenting the activities performed and the status of outstanding deliverables. Monthly invoices will include documentation of hours worked by day and by Buck employee and include a detailed description of work performed. The total number of hours will be multiplied by the total blended hourly rate of $410.76 for the total amount of the monthly invoice. Should the Contractor's monthly invoice for services be less than the Maximum Monthly Fee, the Contractor may apply hours worked but not compensated from the immediately preceding month to the current monthly invoice up to the Maximum Monthly Fee. For example, if the Contractor's hours worked in November exceed the Maximum Monthly Fee of $92,000, but the Contractor's hours worked in December will not meet the Maximum Monthly Fee of $92,000, then the Contractor may apply the additional hours actually worked in November (and only November) to December's invoice; however, December's invoice shall not exceed the Maximum Monthly Fee. Excluding only the amounts owed for above-described 2017 Med Impact Audits and the Task 13 Fixed Fee, under no circumstances shall OGB pay Contractor more than the Maximum Monthly Fee of $92,000 in a given month.

For purposes of clarity, Contractor shall invoice OGB for the Task 13 Fixed Fee following completion and delivery of the final report described in Task 13 herein. The services described in Task 13 are fixed fee services, are not subject to hourly billing, and any invoice associated therewith will not include hours worked by day and by employee for such services.

These rates shall be used for the duration of the Contract. Payment will be made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. No payments will be made by OGB on banking or State holidays.

CHANGE TO:

4.1 TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20th of each month documenting the activities performed and the status of outstanding deliverables. Monthly invoices will include documentation of hours worked by day and by Gallagher employee and include a detailed description of work performed. The total number of hours will be multiplied by the total blended hourly rate of $410.76 for the total amount of the monthly invoice. Should the Contractor's monthly invoice for services be less than the Maximum Monthly Fee, the Contractor may apply hours worked but not compensated from the immediately preceding month to the current monthly invoice up to the Maximum Monthly Fee. For example, if the Contractor's hours worked in November exceed the Maximum Monthly Fee of $92,000, but the Contractor's hours worked in December will not meet the Maximum Monthly Fee of $92,000, then the Contractor may apply the additional hours actually worked in November (and only November) to December's invoice; however, December's invoice shall not exceed the Maximum Monthly Fee. Excluding only the amounts owed for above-described 2017 Med Impact Audits and the Task 13 Fixed Fee, under no circumstances shall OGB pay Contractor more than the Maximum Monthly Fee of $92,000 in a given month.

For purposes of clarity, Contractor shall invoice OGB for the Task 13 Fixed Fee following completion and delivery of the final report described in Task 13 herein. The services described in Task 13 are fixed fee services, are not subject to hourly billing, and any invoice associated therewith will not include hours worked by day and by employee for such services.

These rates shall be used for the duration of the Contract. Payment will be made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. No payments will be made by OGB on banking or State holidays.

CHANGE FROM:

19 Fiscal Funding

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

CHANGE TO:

19 Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the

Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

CHANGE FROM:

43 NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by (i) an overnight carrier and addressed as detailed below; (ii) hand delivery if notice is to the State/OGB; (iii) email to the email addresses below; or, (iv) registered or certified mail return receipt requested, and addressed as follows:

To Buck Global, LLC:

Attn: General Counsel
420 Lexington Avenue, Suite 2220
New York, NY 10170

OR via email

Roderick.Bemstein@buck.com with copy to
Kelly.Conlin@buck.com
(copy must be made to effectuate notice via email pursuant to this Section 43 [Notice])

OR for hand delivery

Roderick Bernstein, General Counsel
420 Lexington Avenue, Suite 2220
New York, NY 10170

To OGB:

David W. Couvillon, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

Or

David.Couvillon@la.gov

Or *for hand delivery*

David W. Couvillon, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE TO:

43 NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by (i) an overnight carrier and addressed as detailed below; (ii) hand delivery if notice is to the State/OGB; (iii) email to the email addresses below; or, (iv) registered or certified mail return receipt requested, and addressed as follows:

To Gallagher Benefit Services, Inc.: Attn: General Counsel
Arthur J Gallagher & Co.
2850 Golf Road
Rolling Meadows, IL 60008

OR via email

rod_bernstein@ajg.com with copy to
kelly_conlin@ajg.com
(copy must be made to effectuate notice via email pursuant to this Section 43 [Notice])

OR for hand delivery

Roderick Bernstein, General Counsel, GBS
2850 Golf Road
Rolling Meadows, IL 60008

To OGB: Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

Or

Heath.Williams@la.gov

Or for hand delivery

Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

Effective Date of Amendment: November 1, 2025

Justification for Amendment:

- **Updates vendor name, contact information, and Business Associate Agreement (attached) to reflect Gallagher's acquisition of Buck Global.**
- **Exercises renewal option for twenty-four months, changing the contract term to 2/1/2023-12/31/2027.**
- **Increases the maximum payable to $5,583,000 USD because the Contract is being extended an additional two (2) years.**
- **Replaces section 19 with mandated language for Termination for non-appropriation of funds.**

No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration. All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

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(s) included below.

STATE OF LOUISIANA

GALLAGHER BENEFIT SERVICES, INC.		OFFICE OF GROUP BENEFITS	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	Heath Williams
TITLE:	_____	**TITLE:**	Chief Executive Officer
DATE:	_____	**DATE:**	_____

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

September 18, 2025 Meeting of the Joint Legislative Committee on the Budget

Gallagher Benefit Services, Inc.

Actuarial Services Contract Amendment No. 3 Overview

Gallagher Benefit Services, Inc.

Actuarial Services Contract Amendment No. 3 Overview

Contract Purpose	To provide actuarial services to facilitate administration and management of the health and welfare programs offered by OGB/State.
Beginning Contract Date	02/01/2023
Ending Contract Date	12/31/2025
Renewable Options Already Exercised	None
Renewable Options Remaining	24 Months
Ending Contract Date After this Amendment	12/31/2027
Original Procurement Method	Request for Proposals
Current Contract Amount	$3,375,000.00
Contract Amount After this Amendment	$5,583,000.00
Monthly Fees	Up to $92,000.00, Payable to Vendor

<u>Contract Amendment No. 3 Highlights</u>

- Updates the vendor name, contact information, and business associate agreement to reflect Gallagher Benefit Services, Inc.'s acquisition of Buck Global, LLC.
- Exercises the renewal option for twenty-four months, changing the contract term date from 12/31/2025 to 12/31/2027.
- Increases the contract maximum payable amount to $5,583,000.00, due to the extension of the contract for an additional two (2) years.
- Changes section 19 of the contract to include mandated language for termination for non-appropriation of funds.

Amendment to Contract Between

State of Louisiana

Office of Group Benefits (OGB)

And

Buck Global, LLC

CHANGE FROM:

4. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,325,000 USD (Three Million Three Hundred Twenty-Five Thousand and 00/100 dollars) for work performed during the thirty-five (35) month term of this contract, or a maximum fee of $92,000 USD (Ninety-Two Thousand and 00/ 100 dollars) per month for thirty-five (35) months. This fee is inclusive of all travel and Contract-related expenses.

In addition, OGB agrees to pay up to but no more than One Hundred Five Thousand Dollars ($105,000 USD) for the 2017 Med Impact Audits contained in Attachment I, Scope of Work/Services, under Task (6) Audits, Miscellaneous Audits Section. Payments made for these services are not included in the Maximum Monthly Fee.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

4.1 TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

- Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20th of each month documenting the activities performed and the status of outstanding deliverables. Monthly invoices will include documentation of hours worked by day and by Buck employee and include a detailed description of work performed. The total number of hours will

be multiplied by the total blended hourly rate of $410.76 for the total amount of the monthly invoice, but in no circumstance shall the total amount of the monthly invoice exceed the Maximum Monthly Fee of $92,000.

These rates shall be used for the duration of the Contract. Payment will be made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. **No payments will be made by OGB on banking or State holidays.**

CHANGE TO:

4. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,375,000.00 (Three Million, Three Hundred Seventy-Five Thousand) for work performed during the thirty-five (35) month term of this contract, or a Maximum Monthly Fee of $92,000 USD (Ninety-Two Thousand dollars) per month for thirty-five (35) months. This fee is inclusive of all travel and Contract-related expenses.

In addition, OGB agrees to pay up to but no more than One Hundred Five Thousand Dollars ($105,000 USD) for the 2017 MedImpact Audits contained in Attachment I, Scope of Work/Services, under Task (6) Audits, Miscellaneous Audits Section. Payments made for these services are not included in the Maximum Monthly Fee.

In addition, OGB agrees to pay Fifty Thousand Dollars ($50,000) (the "Task 13 Fixed Fee") for the services outlined in Task 13 (herein entitled, "Mental Health Parity and Addiction Equity Act Compliance"). Payment of the Task 13 Fixed Fee will be in addition to the hourly billing; the Task 13 Fixed Fee will not be counted as part of the Maximum Monthly Fee, including for any month in which the Task 13 Fixed Fee is also invoiced.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

4.1 Terms of Payment

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20th of each month documenting the activities performed and the status of outstanding deliverables. Monthly invoices will include

documentation of hours worked by day and by Buck employee and include a detailed description of work performed. The total number of hours will be multiplied by the total blended hourly rate of $410.76 for the total amount of the monthly invoice. Should the Contractor's monthly invoice for services be less than the Maximum Monthly Fee, the Contractor may apply hours worked but not compensated from the immediately preceding month to the current monthly invoice up to the Maximum Monthly Fee. For example, if the Contractor's hours worked in November exceed the Maximum Monthly Fee of $92,000, but the Contractor's hours worked in December will not meet the Maximum Monthly Fee of $92,000, then the Contractor may apply the additional hours actually worked in November (and only November) to December's invoice; however, December's invoice shall not exceed the Maximum Monthly Fee. Excluding only the amounts owed for above-described 2017 MedImpact Audits and the Task 13 Fixed Fee, under no circumstances shall OGB pay Contractor more than the Maximum Monthly Fee of $92,000 in a given month.

For purposes of clarity, Contractor shall invoice OGB for the Task 13 Fixed Fee following completion and delivery of the final report described in Task 13 herein. The services described in Task 13 are fixed fee services, are not subject to hourly billing, and any invoice associated therewith will not include hours worked by day and by employee for such services.

These rates shall be used for the duration of the Contract. Payment will be made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. **No payments will be made by OGB on banking or State holidays.**

CHANGE FROM:

14. DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least six (6) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

CHANGE TO:

14. DATA/RECORD RETENTION

All records, reports, documents, or other material related to this Contract that are delivered or transmitted to the Contractor by the State or its employees, agents, or authorized vendors, or that are obtained or prepared by the Contractor or its subcontractors/vendors in connection with the performance of the services under the Contract shall become records of the State and are referred to herein as "Records."

The Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, the Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules") set forth in Attachment III, until such time as the Records are returned to the State or other disposition is agreed upon. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. The Schedules in place as of the effective date of this Contract are contained in Attachment III, Records Retention Schedule, and may be amended from time to time as agreed to by the parties in writing. To further ensure compliance with the Schedules and Louisiana retention laws, the Contractor agrees to abide by the processes outlined in Attachment IV, Imaging System Survey Compliance and Records Destruction. The Contractor shall return the Records to the State, at the Contractor's expense, within seven (7) days of request, or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by applicable law and/or for compliance with Contractor's recordkeeping requirements (however, in all cases, the confidentiality and security requirements of this Contract shall apply to such Records as long as they are retained by the Contractor). Additionally, all State data must be sanitized from the Contractor's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

ADDING TASK (13) TO:

ATTACHMENT I: SCOPE OF WORK/SERVICES

Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. All non-actuaries must work under the supervision of the primary actuary to perform actuarial related tasks and/or services.

1. 1 Task and Services

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the contract. OGB reserves the right to modify or delete the scope and services listed and, if appropriate, add additional tasks and services prior to and during the term of the contract, subject to the approval of the OGB CEO, Office of State Procurement, any other approval required by law and mutual agreement between OGB and Buck. Other entities serviced by OGB's health and welfare program may request that the

Contractor enter into a confidentiality agreement or other similar agreement as it relates to the sharing of certain data needed to perform the services described herein.

The Contractor shall perform the following tasks and services:

****[No changes to Tasks 1-12; Adding Task 13]****

Task (13) Mental Health Parity and Addiction Equity Act Compliance

For the plan year beginning January 1, 2023 and ending December 31, 2023:

- Conduct the comparative analysis required by the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) in accordance with CMS regulations and guidance in effect to evaluate OGB's compliance with the MHPAEA.
- Analyze and compare all benefits required by MHPAEA such as mental health and substance abuse benefits, prescription drug benefits, and medical benefits. Analysis shall include both quantitative treatment limitations (QTLs) and non-quantitative treatment limitations (NQTLs).
- On behalf of OGB, Buck will request from OGB's third-party administrators (for medical benefits, primary care network vendor, pharmacy benefit manager, and any other OGB third-party contractor with necessary data) the data necessary to perform the comparative analysis. Performance of the Services by Contractor depends on OGB and its third-party administrators timely and adequately providing the necessary data to Contractor.
- Prepare up to two (2) written reports detailing the methodology used, findings of areas of compliance and non-compliance, all risks and vulnerabilities, and any recommended changes needed to comply and/or mitigate risks of non-compliance. The written report(s) shall include separate sections detailing this information for both QTLs and NQTLs. The written report(s) shall be such that OGB can utilize the report(s) in response to an audit by the U.S. Department of Labor or other regulatory body, if necessary.
- Assist OGB in OGB's crafting and implementing solutions for any areas of deficiency contained in the report.
- Upon request by OGB, provide not more than thirty-six (36) hours of support to OGB with respect to any MHPAEA compliance audit initiated by the Center for Medicare and Medicaid Services, and/or other regulatory entities; this support shall include but is not limited to drafting responses to the auditor, providing primary and secondary research and source documents, answering questions and providing insights. Hours of such support in excess of thirty-six (36) will be considered out of scope.
- The initial analysis and written reports shall be finalized no later than March 31, 2025. Such analysis and report will be based on benefits provided during 2023.
- With respect to the above-described services in this Task (13):
    - Any services not described above in this Task (13) shall be out of scope.
    - OGB acknowledges and agrees that the above-described services in this Task (13) and the Task 13 Fixed Fee related thereto are based on the law and regulations applicable to testing as of the date of signature of this Amendment.

- OGB shall be responsible (on behalf of itself and its third-party administrator and other third-party contractors) to ensure that the data and other relevant materials as described above will be accurate and provided timely. To the extent it is necessary to procure the data and/or other relevant materials from a third party, OGB will be responsible for ensuring that such third party cooperates with Contractor. OGB acknowledges that Contractor's performance is dependent on the timely and effective performance of the foregoing actions and Contractor shall be excused from failures to perform its obligations under this Task (13) to the extent OGB, its third party contractors or other agents fail to timely and adequately perform or there is another act or omission of OGB, its third party contractors or other agents and such failure, act, or omission contributes to Contractor's failure to perform.
- OGB acknowledges and agrees that Contractor's services are in the nature of consulting services, and the services do not and are not intended to constitute legal advice. Contractor does not provide legal advice or any legal services. With respect to any and all services provided by Contractor, OGB acknowledges and agrees that OGB is solely responsible for deciding to pursue legal review or advice by attorneys of its choice and will do so at its own expense.

CHANGE FROM:

1.2 Deliverables

The Contractor shall provide the following deliverables:

- Prepare and submit an assessment report of OGB's plans within thirty (30) calendar days of the effective date of the contract and as requested by OGB thereafter. The format and content of the report are subject to OGB's approval.
- Prepare and submit Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended, corresponding corrective action within thirty (30) calendar days after the close of each quarter.
- Additionally, MER reporting shall also consist of detailed spending trend and run rate details by health care delivery service line. Corrective actions shall be made available within fifteen (15) calendar days of such request.
- Prepare and submit rates for all classes of coverage and rate tiers for employees, retirees, and COBRA beneficiaries using the contribution allocations authorized by law within the timeframe specified by OGB at the time of request.
- Contractor and its subcontractors performing key delegated functions shall each supply OGB with a copy of the annual Service Organization Control (SOC 2), Type II report resulting from SSAE 18 engagement or Third Party Information Security Questionnaire no later than September 30th of each calendar year.
- Conduct an annual OGB satisfaction survey and report results to OGB within thirty (30) calendar days after the end of each calendar year.

- Prepare and submit an OPEB valuation in accordance with Governmental Accounting Standards Board (GASB) 75 within one hundred fifty (150) calendar days after the close of each calendar year.
- Prepare and submit an Excel spreadsheet listing the OPEB liability, the related OPEB deferred inflows, deferred outflows, OPEB expense, and other related OPEB accounts by agency within one hundred fifty (ISO) calendar days after the close of each calendar year. The reporting format must be approved by OSRAP.
- Develop and submit a transition plan to OGB ninety (90) calendar days prior to the scheduled termination date of the contract unless OGB advises otherwise.
- Prepare and submit the respective audit report for each annual performance audit conducted for OGB's benefit administrators and/or any other selected contractor(s) as defined by OGB within thirty (30) days of completion of said audit.
- Prepare and submit to OGB an actuarial certification, which states that current state and federal laws, rules, and regulations regarding rate setting were complied with (as necessary) and include a detailed description of the rate-setting methodology, including all necessary assurances, explanations, and any other materials as requested.
- Provide written notice to OGB of an actuarial error included in any deliverable submissions, work products, etc., within twenty-four (24) hours after the Contractor's discovery. The notice shall include a detailed description of the error, including its scope and severity, along with a corresponding corrective action plan.
- Provide written disclosure to OGB of any arrangements that Contractor has with PBM vendors, or any other vendor, as requested by OGB.
- Develop and provide ad hoc reports, analyses, and any other supporting documents within the timeframe specified by OGB at the time of request.
- Provide pre-implementation audit report for PBM contract implementation, as necessary.
- Provide HIPAA compliance materials.
- For the HIPAA Operational Review, the Contractor will document findings and provide reasonable confirmations of best practices to OGB or identify where improvements can be made. All findings will be documented in a report that will be delivered to OGB.
- For HIPAA Workforce Training, the Contractor will supply executable files with unlimited licenses, submitted in the format designated by OGB, for use by OGB. Executable files for the high-level and detailed training will include any necessary OGB customization. The executable files will be submitted to OGB on an annual basis.
- For the HIPAA Risk/Threat Analysis, the Contractor will supply the completed risk/threat analysis report for each calendar year. The report will contain an executive summary, assumptions, and the actual scored risk/threat analysis within the report for each ePHI inventoried application, and if applicable, PHI will be included in the report as well. The report will be as mutually agreed upon by OGB and the Contractor.
- Provide updated HIPAA security report, as necessary.
- Provide HIPAA policy and security policies and procedure manuals and updates to same upon request.
- Provide a HIPAA gap analysis and report on an annual basis.

- Provide a HIPAA work plan with suggested gap remediation steps for OGB.

CHANGE TO:

1.2 Deliverables

The Contractor shall provide the following deliverables:

- Prepare and submit an assessment report of OGB's plans within thirty (30) calendar days of the effective date of the contract and as requested by OGB thereafter. The format and content of the report are subject to OGB's approval.
- Prepare and submit Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended, corresponding corrective action within thirty (30) calendar days after the close of each quarter.
- Additionally, MER reporting shall also consist of detailed spending trend and run rate details by health care delivery service line. Corrective actions shall be made available within fifteen (15) calendar days of such request.
- Prepare and submit rates for all classes of coverage and rate tiers for employees, retirees, and COBRA beneficiaries using the contribution allocations authorized by law within the timeframe specified by OGB at the time of request.
- Contractor and its subcontractors performing key delegated functions shall each supply OGB with a copy of the annual Service Organization Control (SOC 2), Type II report resulting from SSAE 18 engagement or Third Party Information Security Questionnaire no later than September 30th of each calendar year.
- Conduct an annual OGB satisfaction survey and report results to OGB within thirty (30) calendar days after the end of each calendar year.
- Prepare and submit an OPEB valuation in accordance with Governmental Accounting Standards Board (GASB) 75 within one hundred fifty (150) calendar days after the close of each calendar year.
- Prepare and submit an Excel spreadsheet listing the OPEB liability, the related OPEB deferred inflows, deferred outflows, OPEB expense, and other related OPEB accounts by agency within one hundred fifty (ISO) calendar days after the close of each calendar year. The reporting format must be approved by OSRAP.
- Develop and submit a transition plan to OGB ninety (90) calendar days prior to the scheduled termination date of the contract unless OGB advises otherwise.
- Prepare and submit the respective audit report for each annual performance audit conducted for OGB's benefit administrators and/or any other selected contractor(s) as defined by OGB within thirty (30) days of completion of said audit.
- Prepare and submit to OGB an actuarial certification, which states that current state and federal laws, rules, and regulations regarding rate setting were complied with (as necessary) and include a detailed description of the rate-setting methodology, including all necessary assurances, explanations, and any other materials as requested.

- Provide written notice to OGB of an actuarial error included in any deliverable submissions, work products, etc., within twenty-four (24) hours after the Contractor's discovery. The notice shall include a detailed description of the error, including its scope and severity, along with a corresponding corrective action plan.
- Provide written disclosure to OGB of any arrangements that Contractor has with PBM vendors, or any other vendor, as requested by OGB.
- Develop and provide ad hoc reports, analyses, and any other supporting documents within the timeframe specified by OGB at the time of request.
- Provide pre-implementation audit report for PBM contract implementation, as necessary.
- Provide HIPAA compliance materials.
- For the HIPAA Operational Review, the Contractor will document findings and provide reasonable confirmations of best practices to OGB or identify where improvements can be made. All findings will be documented in a report that will be delivered to OGB.
- For HIPAA Workforce Training, the Contractor will supply executable files with unlimited licenses, submitted in the format designated by OGB, for use by OGB. Executable files for the high-level and detailed training will include any necessary OGB customization. The executable files will be submitted to OGB on an annual basis.
- For the HIPAA Risk/Threat Analysis, the Contractor will supply the completed risk/threat analysis report for each calendar year. The report will contain an executive summary, assumptions, and the actual scored risk/threat analysis within the report for each ePHI inventoried application, and if applicable, PHI will be included in the report as well. The report will be as mutually agreed upon by OGB and the Contractor.
- Provide updated HIPAA security report, as necessary.
- Provide HIPAA policy and security policies and procedure manuals and updates to same upon request.
- Provide a HIPAA gap analysis and report on an annual basis.
- Provide a HIPAA work plan with suggested gap remediation steps for OGB.
- For the plan year beginning January 1, 2023 and ending December 31, 2023, provide a comparative analysis report in accordance with the requirements of the MHPAEA.

ADD the Following Term and Conditions:

Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

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

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

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

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

CHANGE FROM:

ATTACHMENT IV: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within thirty (30) days of the Contract's effective date, Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward to OGB.Records@la.gov[1], or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series[2] maintained/managed by Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's back up procedures including location of back-up (on or off-site) and number of existing images; and
7. Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within ninety (90) days of the change. To ensure compliance with this rule, Contractor shall notify the Records Officer of these changes within sixty (60) days so that he or she may forward the appropriate information to the Secretary of State.

[1] If OGB makes a different designation, OGB will notify Contractor of the change and provide updated contact information.

[2] A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in Contractor's imaging survey should correspond to the records series listed on the OGB official Record Retention Schedule, Attachment IV.

CHANGE TO:

ATTACHMENT IV: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within thirty (30) days of the Contract's effective date, Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward to OGB.Records@la.gov[1], or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series[2] maintained/managed by Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's back up procedures including location of back-up (on or off-site) and number of existing images; and
7. Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within ninety (90) days of the change. To ensure compliance with this rule, Contractor shall notify the Records Officer of these changes within sixty (60) days so that he or she may forward the appropriate information to the Secretary of State.

[1] If OGB makes a different designation, OGB will notify Contractor of the change and provide updated contact information.

[2] A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in Contractor's imaging survey should correspond to the records series listed on the OGB official Record Retention Schedule, Attachment III.

Effective Date of Amendment: 12/1/2024

Justification for Amendment:

- **Increases the Max Payable by $50,000 from $3,325,000 to $3,375,000.**
- **Adds Task 13 to the Scope of Work requiring Contractor to analyze Quantitative and Non-Quantitative Treatment Limits, make recommendations, and produce up to two reports to comply with the Mental Health Parity and Addiction Equity Act, as described in Task 13.**
- **Permits the Contractor to include services invoiced that exceeded the monthly max payable from any previous month in the current month's invoice not to exceed the monthly max payable amount.**
- **Updates Data Record Retention language.**
- **Revises reference to the correct attachment number footnote 2 in Attachment IV.**
- **Adds the Mental Health Parity and Addiction Equity Act comparative analysis report as a deliverable.**
- **Adds Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries Section as required by La. R.S. 39:1602.2.**

No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration. All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

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(s) included below.

BUCK GLOBAL, LLC		**STATE OF LOUISIANA OFFICE OF GROUP BENEFITS**	
BY:	Michael Leskanic	**BY:**	Heath Williams
NAME:	Michael Leskanic	**NAME:**	Heath Williams
TITLE:	Central Region Managing Director	**TITLE:**	Chief Executive Officer
DATE:	November 25, 2024	**DATE:**	12/11/24

Purchase Order #2000719850
Amendment # 1

Amendment to Contract Between

State of Louisiana
Office of Group Benefits (OGB)

And

Buck Global, LLC

CHANGE FROM:

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,220,000 million, (Three Million Two-Hundred Twenty Thousand and 00/100 dollars) for work performed during the thirty-five (35) month term of this contract, or a maximum fee 92,000 (Ninety Two Thousand and 00/100) per month for thirty-five (35) months. This fee is inclusive of all travel and Contract-related expenses.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

CHANGE TO:

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,325,000 USD (Three Million Three Hundred Twenty-Five Thousand and 00/100 dollars) for work performed during the thirty-five (35) month term of this contract, or a maximum fee of $92,000 USD (Ninety-Two Thousand and 00/100 dollars) per month for thirty-five (35) months. This fee is inclusive of all travel and Contract-related expenses.

In addition, OGB agrees to pay up to but no more than One Hundred Five Thousand Dollars ($105,000 USD) for the 2017 MedImpact Audits contained in Attachment I, Scope of Work/Services, under Task (6) Audits, Miscellaneous Audits Section. Payments made for these services are not included in the Maximum Monthly Fee.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

CHANGE FROM:

ATTACHMENT I: SCOPE OF WORK/SERVICES

Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. All non-actuaries must work under the supervision of the primary actuary to perform actuarial-related tasks and/or services.

1.1 Task and Services

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the contract. OGB reserves the right to modify or delete the scopes and services listed and, if appropriate, add additional tasks and services prior to and during the term of the contract, subject to the approval of the OGB CEO, Office of State Procurement, any other approval required by law and mutual agreement between OGB and Buck.

Other entities serviced by OGB's health and welfare program may request that the Contractor enter into a confidentiality agreement or other similar agreement as it relates to the sharing of certain data needed to perform the services described herein.

The Contractor shall perform the following tasks and services:

Task (6): Audits

The total blended hourly rate and Maximum Monthly Fee assume the following procurement activities and audits, if applicable, will be performed **by Contractor:**

Procurements and Audits, if applicable, Contractor shall complete during the initial 35-month term ending 12/31/2025. If applicable, Contractor shall complete the following services:				
Line of Coverage	**Procurement**	**Pre-Implementation Audit**	**Implementation Assistance**	**Total**
1. Medical	1	1	1	3
2. Prescription Drug	1	1	1	3
3. Life	1	1	1	3
Total	**3**	**3**	**3**	**9**
Annual Audits*	**2023**	**2024**	**2025**	**Total**
1. PBM Commercial Plan Claims Audit	1	1	1	3
2. PBM Commercial Plan Rebate Audit	1	1	1	3
3. PBM EGWP Claims Audit	1	1	1	3
4. PBM EGWP Rebate Audit	1	1	1	3
5. Medical TPA Claims Audit (BCBSLA or other vendor)	1	1	1	3
6. **Capitated Primary Care Network Performance Guarantee (Access Health or Successor)	1	1	1	3
Total	**6**	**6**	**6**	**18**

Procurement Activities	Contract Extension Ending 12/31/2027 (extension contingent upon obtaining appropriate approvals and amendment) If applicable, Contractor shall complete the following services:			
Line of Coverage	**Procurement**	**Pre-Implementation Audit**	**Implementation Assistance**	**Total**
1. Medical	1	1	1	3
2. Prescription Drug	1	1	1	3
3. Life	1	1	1	3
Total	**3**	**3**	**3**	**9**
Audit Type	**Contract Extension Ending 12/31/27**			
Annual*	**2026**	**2027**		**Total**
1. PBM Commercial Plan Claims Audit	1	1		2
2. PBM Commercial Plan Rebate Audit	1	1		2
3. PBM EGWP Claims Audit	1	1		2
4. PBM EGWP Rebate Audit	1	1		2
5. Medical TPA Claims Audit (BCBSLA or other vendor)	1	1		2
6. Capitated Primary Care Network Performance Guarantee (Access Health or Successor)	1	1		2
Total	**6**	**6**		**12**

Notes:

*Annual Audits referenced above are performed on the previous contract year data, if needed.

**Access Health contract years to be audited are as follows: Contract Year 3 is July 1, 2021 – June 30, 2022; Contract Year 4 is July 1, 2022 – June 30, 2023; Contract Year 5 is July 1, 2023 – December 31, 2023.

Buck shall not be held responsible for delays resulting from the PBM/TPA/other vendor partners.

Contractor shall provide the following outstanding audits that are not subject to additional fees. To the degree possible, these audits will be performed simultaneously.

Outstanding Audits	Year
PBM Commercial Claims (MedImpact)	2020
PBM EGWP Claims (MedImpact)	2020
PBM Commercial Claims (MedImpact)	2021
PBM Commercial Rebates (MedImpact)	2021
PBM EGWP Claims (MedImpact)	2021
PBM EGWP Rebates (MedImpact)	2021

- **Contractor will also provide the following Miscellaneous Audits:**
    - Bonus Audit: One bonus audit over the initial term to be determined by OGB valued at up to $50,000.
    - Potential addition of OGB's Self-Funded Pelican HSA 775 Plan: At the request of OGB, a pre-implementation and implementation audit shall be provided by Buck.
    - Perform audits of OGB's compliance with HIPAA, as requested by OGB, on a frequency no greater than annually, to include but not limited to: 1) review and evaluation of and recommendations for OGB's HIPAA Privacy and Security Policies; 2) perform a HIPAA security risk analysis of OGB; 3) review and evaluate HIPAA training materials and provided any suggested changes; 4) provide a one-time HIPAA training presentation to OGB staff, and submit a document containing any updates if the HIPAA laws changes on an annual basis; 5)review and evaluate HIPAA-related correspondence and notices issued by OGB; and 6) HIPAA reporting.
    - Any additional audits, not included above are considered outside the scope of this agreement. Additional audits requested by OGB will result in an amendment to the Contract and the cost will be based on the blended hourly rate as set forth in Section 4.1 Terms of Payment multiplied by the number of hours to complete the audit.

CHANGE TO:

ATTACHMENT I: SCOPE OF WORK/SERVICES

Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. All non-actuaries must work under the supervision of the primary actuary to perform actuarial-related tasks and/or services.

1.1 Task and Services

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the contract. OGB reserves the right to modify or delete the scopes and services listed and, if appropriate, add additional tasks and services prior to and during the term of the contract, subject to the approval of the OGB CEO, Office of State Procurement, any other approval required by law and mutual agreement between OGB and Buck.

Other entities serviced by OGB's health and welfare program may request that the Contractor enter into a confidentiality agreement or other similar agreement as it relates to the sharing of certain data needed to perform the services described herein.

The Contractor shall perform the following tasks and services:

Task (6): Audits

The total blended hourly rate and Maximum Monthly Fee assume the following procurement activities and audits, if applicable, will be performed **by Contractor:**

Procurements and Audits, if applicable, Contractor shall complete during the initial 35-month term ending 12/31/2025. If applicable, Contractor shall complete the following services:				
Line of Coverage	**Procurement**	**Pre-Implementation Audit**	**Implementation Assistance**	**Total**
4. Medical	1	1	1	3
5. Prescription Drug	1	1	1	3
6. Life	1	1	1	3
Total	**3**	**3**	**3**	**9**
Annual Audits*	**2023**	**2024**	**2025**	**Total**
7. PBM Commercial Plan Claims Audit	1	1	1	3
8. PBM Commercial Plan Rebate Audit	1	1	1	3
9. PBM EGWP Claims Audit	1	1	1	3
10. PBM EGWP Rebate Audit	1	1	1	3
11. Medical TPA Claims Audit (BCBSLA or other vendor)	1	1	1	3
12. **Capitated Primary Care Network Performance Guarantee (Access Health or Successor)	1	1	1	3
Total	**6**	**6**	**6**	**18**

Procurement Activities	**Contract Extension Ending 12/31/2027 (extension contingent upon obtaining appropriate approvals and amendment) If applicable, Contractor shall complete the following services:**			
Line of Coverage	**Procurement**	**Pre-Implementation Audit**	**Implementation Assistance**	**Total**
4. Medical	1	1	1	3
5. Prescription Drug	1	1	1	3
6. Life	1	1	1	3
Total	**3**	**3**	**3**	**9**
Audit Type	**Contract Extension Ending 12/31/27**			
Annual*	**2026**	**2027**		**Total**
7. PBM Commercial Plan Claims Audit	1	1		2
8. PBM Commercial Plan Rebate Audit	1	1		2
9. PBM EGWP Claims Audit	1	1		2
10. PBM EGWP Rebate Audit	1	1		2

11. Medical TPA Claims Audit (BCBSLA or other vendor)	1	1	2
12. Capitated Primary Care Network Performance Guarantee (Access Health or Successor)	1	1	2
Total	**6**	**6**	**12**

Notes:

*Annual Audits referenced above are performed on the previous contract year data, if needed.

**Access Health contract years to be audited are as follows: Contract Year 3 is July 1, 2021 – June 30, 2022; Contract Year 4 is July 1, 2022 – June 30, 2023; Contract Year 5 is July 1, 2023 – December 31, 2023.

Buck shall not be held responsible for delays resulting from the PBM/TPA/other vendor partners.

Contractor shall provide the following outstanding audits that are not subject to additional fees. To the degree possible, these audits will be performed simultaneously.

Outstanding Audits	**Year**
PBM Commercial Claims (MedImpact)	2020
PBM EGWP Claims (MedImpact)	2020
PBM Commercial Claims (MedImpact)	2021
PBM Commercial Rebates (MedImpact)	2021
PBM EGWP Claims (MedImpact)	2021
PBM EGWP Rebates (MedImpact)	2021

- Contractor will also provide the following Miscellaneous Audits:
  - Bonus Audit: One bonus audit over the initial term to be determined by OGB valued at up to $50,000 USD. OGB hereby exercises its option to have this Bonus Audit conducted, and selects a review of MedImpact's 2017 EGWP claims as the subject of the Bonus Audit.
  - Potential addition of OGB's Self-Funded Pelican HSA 775 Plan: At the request of OGB, a pre-implementation and implementation audit shall be provided by Buck.
  - Perform audits of OGB's compliance with HIPAA, as requested by OGB, on a frequency no greater than annually, to include but not limited to: 1) review and evaluation of and recommendations for OGB's HIPAA Privacy and Security Policies; 2) perform a HIPAA security risk analysis of OGB; 3) review and evaluate HIPAA training materials and provided any suggested changes; 4) provide a one-time HIPAA training presentation to OGB staff, and submit a document containing any updates if the HIPAA laws changes on an annual basis; 5) review and evaluate HIPAA-related correspondence and notices issued by OGB; and 6) HIPAA reporting.
    - **2017 MedImpact Audits:** (See table below)

2017 MedImpact One-Time Audits	**Number of Audits**	**Max Payable**
MedImpact Commercial Claims	1	$45,000
MedImpact Commercial Rebates	1	$30,000
MedImpact EGWP Rebates	1	$30,000

MedImpact EGWP Claims	1	$0[1]
Total	**3**	**$105,000**

- Any additional audits, not included above are considered outside the scope of this agreement. Additional audits requested by OGB will result in an amendment to the Contract and the cost will be based on the blended hourly rate as set forth in Section 4.1 Terms of Payment multiplied by the number of hours to complete the audit.

CHANGE FROM:

Task (7): Reporting

- Prepare quarterly Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended corresponding corrective action. Corrective actions by the actuary shall be made available within fifteen (15) calendar days of such request. Additionally, MER reporting shall consist of detailed spending trend and run rate details by health care delivery service line.

CHANGE TO:

Task (7): Reporting

- Prepare quarterly Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended corresponding corrective action. ~~Corrective actions by the actuary shall be made available within fifteen (15) calendar days of such request.~~ Additionally, MER reporting shall consist of detailed spending trend and run rate details by health care delivery service line. Contractor shall provide MER reports to OGB automatically on a quarterly basis.

Effective Date of Amendment: November 1, 2023

Justification for Amendment:

- **Eliminates the requirement that MER reports of recommended corrective actions are to be provided upon request by OGB, and mandates that such reports shall be provided to OGB automatically on a quarterly basis.**
- **Adds additional audits of the 2017 MedImpact Commercial Claims and Rebates and EGWP Rebates to the Scope of Work/Services.**
- **Designates an audit of 2017 MedImpact EGWP Claims as the subject of the Bonus Audit.**
- **Increases the maximum payable to $3,325,000 USD.**

[1] OGB has elected to exercise its option for a free Bonus Audit, and has designated 2017 MedImpact EGWP Claims as the subject of the Bonus Audit.

No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration. All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

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(s) included below.

BUCK GLOBAL, LLC		**STATE OF LOUISIANA OFFICE OF GROUP BENEFITS**	
BY:	Michael Leskanic	**BY:**	David W. Couvillon
NAME:	Michael Leskanic	**NAME:**	David W. Couvillon
TITLE:	Central Region Managing Director	**TITLE:**	Chief Executive Officer
DATE:	**November 21, 2023**	**DATE:**	11/29/23

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Office of Group Benefits ("OGB")

AND

CONTRACTOR NAME
Buck Global, LLC

1. SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Contractor shall provide actuarial services in support of plan options offered by OGB. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

1.2 STATEMENT OF SERVICES

Contractor agrees to furnish services to OGB as specified in this Section and in any attachments. The Statement of Work consists of the following and/or any subsequent addendum:

Attachment I:	Scope of Work/Services
Attachment II:	Business Associate Addendum
Attachment III:	Records Retention Schedule
Attachment IV:	Imaging System Survey Compliance and Records Destruction
Attachment V:	Insurance Requirements for Contractors

1.3 GOALS AND OBJECTIVES

1. To assist OGB in providing health, life, and other benefits programs that are actuarially cost effective.
2. To establish a contract with a qualified person/firm that possesses the knowledge, skill, experience, and credentials necessary to assist OGB in administration and management of its health, life, and other benefits programs.

1.4 PERFORMANCE MEASURES

The performance of the Contract, including but not limited to Attachment I, Scope of Work/Services, and/or any subsequent addendum including performance criteria and corresponding monetary penalties for Contractor's failure to comply with the identified criteria in Attachment I, Section 1.3 Performance Guarantees, will be measured by the OGB Contract Monitor. The Contract Monitor is authorized to evaluate the Contractor's performance against these criteria.

1.5 MONITORING PLAN

The Contract Monitor will be the OGB Medical and Pharmacy Group Benefits Administrator or his designee, who will monitor the services and performance provided by the Contractor and the expenditure of funds under this Contract. The monitoring plan is as follows:

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Monitor as specified in Attachment I: Scope of Work/Services.
2. The Contract Monitor will ensure all deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

1.6 CONTRACTOR PROJECT MANAGEMENT

Contractor Project Management is as follows:

A. Core Management Team. Contractor will provide a Core Management Team for the duration of the engagement including a dedicated Project Manager, Primary Actuary, Lead Analytics Consultant, Lead Health Consultant Lead Pharmacy Consultant, and Lead Audit Consultant. The Core Management Team shall attend periodic on-site meetings at OGB, as described in Task (8) of Attachment I, Section 1.1 Task and Services. The Project Manager will provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and supervision of Contractor employees and subcontractors. The Project Manager must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.

B. Substitution of Key Personnel. The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of OGB/State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, 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 providing services. When possible, Contractor will give OGB a minimum of sixty (60) days' advance notice of any changes in OGB's Account Management Team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided the opportunity to interview any new team member(s).

C. Coordination with other OGB Vendor(s). Contractor will coordinate and cooperate with OGB's administrative services provider(s) for OGB's self-insured medical plans, and other vendors as needed for integration of information to or from other service providers relative to the services addressed in this Contract.

1.7 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and OGB has accepted all deliverables specified in the Statement of Work.

1.8 ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

A. **General.** The OGB shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in OGB-approved documents.

B. **Submittal and Review.** Contractor shall provide written notification to the Contract Monitor or designee that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the Contract Monitor or designee shall review the Deliverable within ten (10) business days. Within this period, the Contract Monitor or designee shall direct the appropriate review process, and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. **Acceptance or Rejection.** A Deliverable shall be considered accepted unless, within the ten (10) business days, the Contract Monitor or designee notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

D. **Resubmitting Deliverables**. Contractor shall provide written notification to the Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The Contract Monitor or designee shall review the resubmitted Deliverable within five (5) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Contract Monitor or designee notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or OGB/State determines that the Contractor has breached the Contract and places the Contractor in default.

2. DEFINITIONS

Actuarial Errors- Actuarial Errors means actual-minus-expected. The term has been in the guidance and standard usage long enough that it clearly means just what it is: deviation from assumed.

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 this contract.

Contract Monitor- The OGB Group Benefits Administrator or designee, who will monitor the services and performance provided by the Contractor and the expenditure of funds.

Contractor- The selected Proposer.

DOA- Division of Administration.

Employer Group Waiver Plans (EGWP)- Employer Group Waiver Plans, also known as employer retiree health plans are offered by OGB to its retiree population with Medicare.

Electronic Protected Health Information (ePHI)- Electronic protected health information (ePHI) is protected health information (PHI) that is produced, saved, transferred or received in an electronic form.

FSA- Fellow of the Society of Actuaries.

Governmental Accounting Standards Board (GASB) 75- Accounting and financial reporting for employers sponsoring OPEB plans; addresses postemployment benefits other than pensions (other post-employment benefits or OPEB.

HIPAA- Health Insurance Portability and Accountability Act.

JLCB- Joint Legislative Committee on the Budget.

MAAA- Member of the American Academy of Actuaries

Medicare Part D- Medicare Part D, also called the Medicare Prescription Drug Benefit, is an optional United States federal-government program to help Medicare beneficiaries pay for self-administered prescription drugs.

Medication Therapy Management (MTM)- Medication therapy management (MTM) is a distinct service or group of services that optimizes drug therapy with the intent of improved therapeutic outcomes for individual patients.

Office of Statewide Reporting and Accounting Policy (OSRAP)- The Office of Statewide Reporting and Accounting Policy is a service and control agency established within the Division of Administration to perform the following functions: Prepare and publish the Comprehensive Annual Financial Report of the state of Louisiana and other statewide reports, interim reports to the Federal government, and other reporting as mandated by the Commissioner of Administration.

OGB-.Office of Group Benefits - The mission of the Office of Group Benefits is to successfully manage an employer-based benefits programs for current and former employees of the State of Louisiana and other participating groups under the authority of Chapter 12 of Title 42 of the Louisiana Revised Statutes of 1950, Section 801, 821, 851 and 871-879 as amended by Act 150 of the First Extraordinary Session of 1998 and Act 1178 of 2001.

OGB CEO- The Office of Group Benefits Chief Executive Officer.

OSP- Office of State Procurement.

Line of Coverage- OGB's Medical, Prescription Drug and Life Insurance offerings, which require Contractor's assistance with procurements, implementation services & pre-implementation audits.

Pharmacy Benefit Manager ("PBM")- a third party administrator of prescription drug programs for OGB's self-funded health plans.

State- The term "State" shall mean the State of Louisiana and its departments, agencies (including OGB), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

3 TERM OF CONTRACT

This Contract shall begin on February 1, 2023 and shall end on December 31, 2025. With all proper approvals and concurrence of the Contractor, OGB may also exercise options to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-five (35) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 35-month term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,220,000 million, (Three Million Two-Hundred Twenty Thousand and 00/100 dollars) for work performed during the thirty-five (35) month term of this contract, or a maximum fee

$92,000 (Ninety Two Thousand and 00/100 dollars) per month for thirty-five (35) months. This fee is inclusive of all travel and Contract-related expenses.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice subject to provisions in Section 4.1.

4.1 TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

- Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20th of each month documenting the activities performed and the status of outstanding deliverables. Monthly invoices will include documentation of hours worked by day and by Buck employee and include a detailed description of work performed. The total number of hours will be multiplied by the total blended hourly rate of $410.76 for the total amount of the monthly invoice, but in no circumstance shall the total amount of the monthly invoice exceed the Maximum Monthly Fee of $92,000.

These rates shall be used for the duration of the Contract. Payment will be made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. **No payments will be made by OGB on banking or State holidays.**

4.2 PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

The Contract Monitor.

4.3 PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

4.4 ELECTRONIC VENDOR PAYMENT SOLUTIONS

The State desires to make payment to the Contractor electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank.

5 VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

6 STATE FURNISHED RESOURCES

OGB shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of OGB and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

7 TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then OGB may proceed with alternate arrangements without notice to the Contractor and without penalty.

8 TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

9 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

10 REMEDIES FOR DEFAULT

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

11 GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

12 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

13 OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

14 DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least six (6) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

15 RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

16 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is

terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

17 ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

18 RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of six (6) years from the date of final payment under the prime contract and any subcontract. The Contractor and any subcontractors shall maintain such books and records for this six (6) year period and cooperate fully with the authorized auditing agency. Contractor and any subcontractors shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

19 FISCAL FUNDING

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

20 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

21 CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

22 ELIGIBILITY STATUS

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

23 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 Contract without prior express written approval of the State.

24 AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

25 PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

26 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State/OGB for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

27 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

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

28 DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

29 LIABILITY AND INDEMNIFICATION

29.1 CONTRACTOR LIABILITY

As subject to the limitations set forth in Section 29.5 [Limitations of Liability], Contractor shall be liable to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

29.2 FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

29.3 INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, dismemberment or damage(s), loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities of every name and description arising out a third party claim (each, a "Third Party Claim"), which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors as fully and finally determined by an appropriate court of competent jurisdiction or applicable administrative body, including any governmental body. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

29.4 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action brought by a third party for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

29.5 LIMITATIONS OF LIABILITY

Excluding Contractor's gross negligence, willful misconduct, material misrepresentation, and breach of confidential information (not including breach of personal data), for all claims against the Contractor, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times (2x) the maximum dollar amount of the Contract (the "Liability Cap"). For all claims against the Contractor, regardless of the basis on which the claim is made, the Contractor's liability for any damages, direct or indirect, for an actual breach of personal data (including any breach of the applicable Business Associate Agreement) shall be limited to ten million dollars ($10,000,000 USD) (the "Super Cap").

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

29.6 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, costs 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.

30 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

31 SECURITY

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

32 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 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.

33 SECURITY/DUTIES TO MONITOR AND REPORT SECURITY EVENTS

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project.

The Contractor and its subcontractors/vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at https://www.doa.la.gov/doa/ots/about-us/infosec/.

The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors/vendors shall provide the Contract Monitor with immediate notification (not more than forty-eight (48) hours) of the Contractor's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information under this Contract and also report such Security Event to Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) as soon as feasibly possible, not to exceed 48 hours following discovery of the Security Event. The reference to Security Event herein may include, but not be limited to, the following: attempts at gaining unauthorized access to confidential information or the unauthorized use of a system for the processing or storage of confidential information, or the unauthorized use or disclosure, whether intentional or otherwise, of confidential information.

In the event of a Security Event, the Contractor shall consult and cooperate fully with the State regarding the necessary steps to address the factors giving rise to the Security Event and to address the consequences of such Security Event. Contractor shall also provide assistance performing a risk assessment of any Security Event that occurs, if requested by the State.

Nothing in this Contract shall be deemed to affect or limit any rights an individual participant may have under any applicable state or federal law concerning privacy rights or the unauthorized access, use, or disclosure of protected health information.

34 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor submit confidential information to them pursuant to an audit or other request not initiated by the Contractor, public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail to the Chief Executive Officer and to Chief Operating Officer of OGB. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of the State, the information contains confidential information which should be protected against such disclosure. The reasonable legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract. If such a request for payment of reasonable legal fees and related expenses is made pursuant to this Contract, Contractor and the OGB will, after the request for payment is made, engage in good faith negotiations to determine the amount of the payment. Legal service fees of law firms engaged pursuant to this Section may not be "marked up" (i.e., invoiced cost-plus) by the Contractor.

35 BUSINESS ASSOCIATE ADDENDUM

A Business Associate Agreement, Attachment II, ("BAA") shall be executed between the parties to this Contract to protect the privacy and provide security of Protected Health Information ("PHI") and personally-identifiable information ("PII") in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, as amended from time to time.

OGB is a "Covered Entity" under HIPAA/HITECH. For the purposes of this Contract, Contractor is deemed to be a "Business Associate" of OGB as such term is defined by HIPAA and regulations promulgated thereunder, including in the Privacy Standard of the Federal Register, published on December 28, 2000. The parties have executed a Business Associate Agreement attached to this Contract as Attachment II, and made part of this Contract. The parties understand and agree that if additional agreements are required to be compliant as required under HIPAA and applicable laws, the parties will execute such agreements in a timely manner. Contractor agrees that its processes, systems, and reporting will be in full compliance with federal and state requirements, including but not limited to HIPAA, throughout the term of the Contract. Any fines or penalties imposed on any party related to Contractor's or its subcontractors' non-compliance in the performance of the services enumerated herein will be the sole responsibility of Contractor. Contractor shall require its subcontractors' and any other vendors' processes, systems, and reporting to be in full compliance with federal and state requirements, including but not limited to HIPAA. Further, Contractor agrees that its organization, as well as its subcontractors/vendors, will comply with all HIPAA regulations throughout the term of the Contract with respect to any issue related to the OGB Contract, plans, or participants involving PHI/PII, including but not limited to participant services, complaints, appeals determinations, notification of rights, and confidentiality. Contractor shall require that all agreements with subcontractors or other vendors providing services for this Contract include the provisions of this Section and any Attachments referenced herein. In addition to the BAAs, OGB shall be provided copies of such subcontractor/vendor agreements upon request.

Notwithstanding any provision to the contrary, major delegated functions involving PHI and PII, including but not limited to claims processing, customer service, and any other services as provided by applicable Law, shall not be sourced outside of the territorial and jurisdictional limits of the fifty (50) United States of America.

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 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

38 OUTSOURCING OF KEY INTERNAL CONTROLS

OGB/State will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

As an alternative to providing a SSAE 18 SOC II audit report, the Contractor must complete and submit a Third Party Information Security Questionnaire annually for review and consideration by the State. The State reserves the right to conduct an onsite audit to validate the information provided.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to OGB/State.

39 HEADINGS

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

40 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

41 CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

42 INSURANCE REQUIREMENTS FOR CONTRACTORS

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

43 NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier and addressed as detailed below; (ii) hand delivery if notice is to the State/OGB; (iii) email to the email addresses below; or, (iv) registered or certified mail return receipt requested, and addressed as follows:

To Buck Global, LLC:

Attn: General Counsel
420 Lexington Avenue, Suite 2220
New York, NY 10170

OR via email

Roderick.Bernstein@buck.com with copy to
Kelly.Conlin@buck.com
(copy must be made to effectuate notice via email pursuant to this Section 43 [Notice])

OR for hand delivery

Roderick Bernstein, General Counsel
420 Lexington Avenue, Suite 2220
New York, NY 10170

To OGB:

David W. Couvillon, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

Or

David.Couvillon@la.gov

Or *for hand delivery*

David W. Couvillon, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the **on the date(s) noted below:**

STATE OF LOUISIANA **OFFICE OF GROUP BENEFITS**	**BUCK GLOBAL, LLC**
BY:	**BY:**
NAME: David W. Couvillon	**NAME:** Jack Freker
TITLE: Chief Executive Officer	**TITLE:** Chief Executive Officer
DATE: 2/1/2023	**DATE:** 2/1/2023

ATTACHMENT I: SCOPE OF WORK/SERVICES

Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. All non-actuaries must work under the supervision of the primary actuary to perform actuarial-related tasks and/or services.

1.1 Task and Services

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the contract. OGB reserves the right to modify or delete the scopes and services listed and, if appropriate, add additional tasks and services prior to and during the term of the contract, subject to the approval of the OGB CEO, Office of State Procurement, any other approval required by law and mutual agreement between OGB and Buck.

Other entities serviced by OGB's health and welfare program may request that the Contractor enter into a confidentiality agreement or other similar agreement as it relates to the sharing of certain data needed to perform the services described herein.

The Contractor shall perform the following tasks and services:

Task (1): Implementation/Transition of Services

- Possess appropriate software and/or system(s) to accept electronic claims data from the health plan third-party medical claims administrator, pharmacy benefits manager and/or any other vendor specified by OGB.
- Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five (5) years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.
- Provide file data in a layout format designated by OGB. Contractor will need to accept OGB's standard file layout. File layouts will be provided at no cost to OGB. The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five (5) years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be

approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

- Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on February 1, 2023.

Task (2): Projections

- Prepare forecasts of expected claims, develop overall health and pharmacy trends, estimate incurred but not reported ("IBNR") amounts to assure OGB has established adequate reserves each fiscal and calendar year and estimate the present value of current reserves for claims.
- As required, model plan costs and be prepared to: 1) Aggregate and sort data into meaningful analysis categories for the purposes of assessing total health plan costs as well as employer and employee contributions; 2) Provide actuarially-based projections for plan alternatives under variable enrollment assumptions, contribution strategies and benefit design changes; and/or 3) Evaluate the cost impact of changes in plan design and recommend cost-saving changes.
- Analyze the impact of the Patient Protection and Affordable Care Act, the American Health Care Act, proposed legislation at state or federal level, or any such proposed or actual comparable or replacement Act on health plan costs and benefit requirements.
- Monitor actual income and expenses against projections and advise OGB of any significant variations. Contractor will also advise OGB on the establishment of alternate mechanisms to equalize the risks and/or costs among the plans offered.
- Prepare cost projections for annual premium rate adjustments and/or fiscal impact of benefit modifications.

Task (3): Premium Rate Setting

- Develop actuarially-sound rates for health plan benefits and alternative plan options annually.
- Review the adequacy of contribution rates in relation to all expenses of the health plan.
- Provide assistance concerning the health plan rate-setting methodology to OGB as necessary. Assistance includes, but may not be limited to, statistical data analysis and litigation support if it involves rates or rate setting. All reports and rate setting methodologies are subject to approval by OGB.
- Assist in answering any and all rate-related questions.
- Calculate rates for all classes of coverage and rate tiers for employees, retirees, and COBRA beneficiaries using the contribution allocations authorized by law.
- Provide actuarial consultation on pharmacy plan and utilization and formulary.
- Incorporate federal and state law requirements, including but not limited to those required by the Patient Protection and Affordable Care Act as well as any other applicable proposed or final federal laws and regulations, into health plan rates, and assist OGB in reporting and reconciliation of such requirements.
- Provide premium risk rates for entities seeking to join OGB initially and for subsequent participating years, as needed. If necessary, develop separate premiums for incoming entities if risk rating does not warrant use of current OGB premiums.

Task (4): Risk Adjustments

- Assist in the development and ongoing implementation of a risk adjustment methodology for measuring and tracking the health of the population over periods of time.

- Develop initial individual risk scores based on the health recipients using the diagnostic data captured within the relevant claims and encounter data.
- Develop risk plan scores based on the individual risk scores and enrollment data to develop risk plan scores by looking at enrollment data to determine what the plan participation is.
- Provide periodic updates of risk adjustments.

Task (5): Data Quality

- Perform reasonable reliability and validity checks not requiring an audit on all health rate development data provided by OGB and its benefit administrators. Contractor will work directly with OGB and its benefit administrators to collect the data and provide guidance to assist in resolving any reliability and validity problems identified.
- Provide an actuarial analysis of claims encounter data collected from OGB and/or its benefit administrators.
- Evaluate and validate the completeness of encounter data for risk adjustment calculation purposes.

Task (6): Audits

The total blended hourly rate and Maximum Monthly Fee assume the following procurement activities and audits, if applicable, will be performed **by Contractor:**

Procurements and Audits, if applicable, Contractor shall complete during the initial 35-month term ending 12/31/2025. If applicable, Contractor shall complete the following services:				
Line of Coverage	**Procurement**	**Pre-Implementation Audit**	**Implementation Assistance**	**Total**
1. Medical	1	1	1	3
2. Prescription Drug	1	1	1	3
3. Life	1	1	1	3
Total	**3**	**3**	**3**	**9**
Annual Audits*	**2023**	**2024**	**2025**	**Total**
1. PBM Commercial Plan Claims Audit	1	1	1	3
2. PBM Commercial Plan Rebate Audit	1	1	1	3
3. PBM EGWP Claims Audit	1	1	1	3
4. PBM EGWP Rebate Audit	1	1	1	3
5. Medical TPA Claims Audit (BCBSLA or other vendor)	1	1	1	3
6. **Capitated Primary Care Network Performance Guarantee (Access Health or Successor)	1	1	1	3
Total	**6**	**6**	**6**	**18**

Procurement Activities	Contract Extension Ending 12/31/2027 (extension contingent upon obtaining appropriate approvals and amendment) If applicable, Contractor shall complete the following services:			
Line of Coverage	**Procurement**	**Pre-Implementation Audit**	**Implementation Assistance**	**Total**
1. Medical	1	1	1	3
2. Prescription Drug	1	1	1	3
3. Life	1	1	1	3
Total	**3**	**3**	**3**	**9**
Audit Type	**Contract Extension Ending 12/31/27**			
Annual*	**2026**	**2027**		**Total**
1. PBM Commercial Plan Claims Audit	1	1		2
2. PBM Commercial Plan Rebate Audit	1	1		2
3. PBM EGWP Claims Audit	1	1		2
4. PBM EGWP Rebate Audit	1	1		2
5. Medical TPA Claims Audit (BCBSLA or other vendor)	1	1		2
6. Capitated Primary Care Network Performance Guarantee (Access Health or Successor)	1	1		2
Total	**6**	**6**		**12**

Notes:

*Annual Audits referenced above are performed on the previous contract year data, if needed.

**Access Health contract years to be audited are as follows: Contract Year 3 is July 1, 2021 – June 30, 2022; Contract Year 4 is July 1, 2022 – June 30, 2023; Contract Year 5 is July 1, 2023 – December 31, 2023.

Buck shall not be held responsible for delays resulting from the PBM/TPA/other vendor partners.

Contractor shall provide the following outstanding audits that are not subject to additional fees. To the degree possible, these audits will be performed simultaneously.

Outstanding Audits	**Year**
PBM Commercial Claims (MedImpact)	2020
PBM EGWP Claims (MedImpact)	2020
PBM Commercial Claims (MedImpact)	2021
PBM Commercial Rebates (MedImpact)	2021
PBM EGWP Claims (MedImpact)	2021
PBM EGWP Rebates (MedImpact)	2021

- Contractor will also provide the following Miscellaneous Audits:
    - Bonus Audit. One bonus audit over the initial term to be determined by OGB valued at up to $50,000.
    - Potential addition of OGB's Self-Funded Pelican HSA 775 Plan: At the request of OGB, a pre-implementation and implementation audit shall be provided by Buck.
    - Perform audits of OGB's compliance with HIPAA, as requested by OGB, on a frequency no greater than annually, to include but not limited to: 1) review and evaluation of and recommendations for OGB's HIPAA Privacy and Security Policies; 2) perform a HIPAA security risk analysis of OGB; 3) review and evaluate HIPAA training materials and provided any suggested changes; 4) provide a one-time HIPAA training presentation to OGB staff, and submit a document containing any updates if the HIPAA laws changes on an annual basis; 5)review and evaluate HIPAA-related correspondence and notices issued by OGB; and 6) HIPAA reporting.
    - Any additional audits, not included above are considered outside the scope of this agreement. Additional audits requested by OGB will result in an amendment to the Contract and the cost will be based on the blended hourly rate as set forth in Section 4.1 Terms of Payment multiplied by the number of hours to complete the audit.

Task (7): Reporting

- Prepare quarterly Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended corresponding corrective action. Corrective actions by the actuary shall be made available within fifteen (15) calendar days of such request. Additionally, MER reporting shall consist of detailed spending trend and run rate details by health care delivery service line.
- Prepare an Other Post-Employment Benefit ("OPEB") valuation in accordance with Governmental Accounting Standards Board (GASB) 75 and any other liability disclosures as necessary. This includes, but is not limited to, the valuation for the net OPEB obligation, deferred inflow and outflow of resources related to OPEB, the valuation information required for the GASB 75 note disclosures, and required supplemental information. The reporting format must be approved by the Office of Statewide Reporting & Accounting Policy ("OSRAP").
- Provide reports, data sets, analysis, and documents relevant to the rate-setting process and calculations in the format(s) specified by OGB at the time of request. Contractor shall be required to accept and process electronic documents and files in the electronic media format(s) specified by OGB.
- Review pending legislation and provide fiscal and operational impact reporting. To the extent possible, the fiscal and operational impact reporting should include commentary on the impact of the proposed legislation on the administration of the self-funded health plans. Typically, this type of analysis must be completed within forty-eight (48) hours of request.
- Develop and provide ad hoc reports as deemed necessary by OGB.

Task (8): Participation in Meetings and Work Groups

- Attend up to twelve (12) board meetings annually in Baton Rouge, Louisiana.
- Participate in legislative committees meetings, estimating conferences, and/or any other meetings requested by OGB. Meetings may be scheduled on very short notice and will be onsite in Baton Rouge, Louisiana.
- Be available by phone daily Monday through Friday between the hours of 7:30 AM and 6:00 PM CST to discuss actuarial matters and any other pressing issues. If requested by OGB, Contractor must be available within forty-eight (48) hours in person to discuss actuarial matters and any other pressing issues.
- Be available in person within forty eight (48) hours of such request, seven (7) days a week, during any State Legislative Session to discuss and testify on actuarial matters and any other pressing issues.

Task (9): Procurement

- Assist OGB in the development of documentation needed for competitive procurements, benefit designs, contracts, return on investment ("ROI") projections, budget projections for new programs and existing programs, in accordance with applicable law and regulations.
- Analyze financial data (i.e., calculation of discount savings and rebates, claims re-pricing, etc.), benefit designs, and/or network disruption submitted in response to competitive procurements and for market checks.
- Assist OGB with implementing new vendors as set forth in Task (6) as necessary.

Task (10): Pharmacy Benefit Manager Consulting Services

- Provide expertise to OGB regarding PBMs and managing OGB's PBM.
- Provide advisory opinions regarding the pharmacy benefit manager ("PBM") industry, including but not limited to, traditional, non-traditional, and fiduciary PBMs.
- Provide expertise on specialty pharmacy management strategies.
- Provide expertise on plan design modeling and provide recommendations on OGB's plan design, including but not limited to changes in the plan design.
- Provide pharmacy program audits as set forth in Task (6) and oversight as requested by OGB.
- Provide expertise on Medicare Part D and EGWP.
- Provide support to OGB in monitoring and evaluating its PBM, PBM contract, and PBM performance as requested. This includes, but is not limited to, providing advice and meaningful recommendations when reviewing reports from the PBM, providing training in reconciling invoices if requested, analyzing OGB's pharmaceutical spend and providing meaningful feedback of cost-savings measures for OGB to implement.
- As requested by OGB when performing OGB's PBM vendor Claims and Rebate audit, execute the PBM vendor's form of confidentiality agreement prior to performance of any audit functions.
- Assist OGB with implementing pharmacy benefit manager contract(s), as set forth in Task (6). Contractor will oversee the entire implementation process for implementing the OGB pharmacy benefit manager contract(s), this includes the following, but is not limited to:
    - Implementation Management Services for Commercial and EGWP;
        - Coordinate and participate in kick-off meetings with PBM and OGB;
        - Coordinate and participate in calls and meetings;
        - Work with OGB and PBM to establish Plan Design set-up;

- Manage plan design document development with PBM which will require OGB final sign off;
- Work through eligibility and enrollment issue resolutions;
- Assist with PBM transition and related implementation issues, as necessary;
- Evaluation and comparison of PBM's clinical/utilization management programs, including recommendations;
- Handle OGB's customization requirements;
- Review of Audit Group's pre-implementation audit report;
- Performance guarantee finalization and report template development;
- Accumulator oversight;
- Assist in set up of clinical program;
- Conduct detailed clinical review and provide recommendations which would include counsel on the following:
    - Formulary disruption mitigation,
    - Rebate impact,
    - Retail network disruption mitigation, and
    - Medication therapy management (MTM) review.
- Participation in meeting with audit group and OGB to discuss pre-implementation audit findings and next steps;
- Post-implementation follow-up with PBM and OGB;
- Review and provide input into PBM's implementation plan to ensure that it meets OGB's needs;
- Advise OGB on best-practices and assist with set up of ongoing financial reconciliation processes;
- Address CMS required processes and communications, as necessary;
- If applicable, work with OGB communications on announcement/transition letters and communications plan;
- Provide report customization;
- If applicable, work with OGB communications on announcement/transition letters and communications plan;
- Assist in separate Open Enrollment mailing explaining process and describing post-enrollment materials required by CMS: Review and edit OGB's communications to add EGWP specific language;
- Review, edit, and customize PBM's generated communications, many of which are Medicare Part D required documents; and
- Develop customized communications in addition to those required by CMS.

o Perform pre-implementation audit of both Commercial and EGWP Plans to independently verify that pricing and other PBM contract terms have been implemented correctly into the PBM's system.

Task (11) HIPAA Services

- Provide HIPAA compliance training and materials, support services, and executable files with unlimited licenses, submitted in the format designated by OGB, for use by OGB.
- Provide HIPAA compliance services.

- Provide HIPAA Operational Review services, including review of OGB's current HIPAA Privacy and Security documents and/or existing practices for the current group health plan administrations. Additionally, the Contractor will perform the following:
    - Develop a project plan that is mutually agreed upon by OGB and Contractor that includes the key tasks and deliverables, responsible parties time frame for completion, status of tasks, and important notes;
    - Schedule and participate in interviews and assessments with OGB/State key stakeholders, as appropriate. These include a kick-off call, a discovery interview, and a results call.
    - Submit a document request to OGB for documentation, logs, and other materials needed to perform the Operational Review.
    - Compare actual administrative, technical, and physical practices and safeguards to stated HIPAA Privacy and Security policies and procedures.
    - Contractor will utilize a small but strategic sampling of documents and questions referenced in the HHS audit protocol as part of the analysis.
    - The foundation for the Operational Review will be existing HIPAA Privacy and Security policies and procedures.
- Provide updated HIPAA training on an annual basis regarding the Privacy and Security rules and breach notification rules. The training covers the HIPAA privacy rule, HIPAA security rule, and breach notification rule and offers best practices for safeguarding PHI/ePHI. The training will be customized as requested by OGB. This training is required for all workforce members that work with PHI/ePHI or during onboarding for any new employee that has access to PHI/ePHI. The training will provide practical suggestions for compliance and leading practices in managing data security in day-to-day operations.
- Conduct an annual risk/threat analysis to identify threats and vulnerabilities, likelihood of threat occurrence, estimated cost (the cost/impact if the threat were to occur ranging from "negligible" to "very high"), and mitigating controls, including identification of high-risk threats and high-risk applications/systems. Recommendations will be provided relating to documenting and lowering any threats identified as high risk to acceptable levels.

Task (12) General Services

- Evaluate OGB's compliance with the Patient Protection and Affordable Care Act and any other applicable proposed and final federal and state laws and regulations.
- Provide actuarial opinions and testimony on reimbursement methodology and benefit plans that have actuarial value in accordance with the principles and guidelines of the American Academy of Actuaries.
- Provide annual innovative strategic recommendations on plan administration and plan design to mitigate rising costs and maintain member value.
- Provide rate certification, benchmark letters, and related documents as prescribed by OGB.
- Provide supporting documentation, formulas, explanations, and offer mechanisms to verify the accuracy of analyses, reporting, and/or tasks performed as requested by OGB.
- Provide electronic file conversion assistance to OGB/State when OGB implements a new contract, as necessary.
- Work with any successor appointed by OGB to successfully transition all non-proprietary data, methodologies, documentation, and ongoing projects.

- Provide other related assistance as requested by OGB.
- Provide on-site or virtual training for health and PBM weekly claims file review to OGB's staff.

1.2 Deliverables

The Contractor shall provide the following deliverables:

- Prepare and submit an assessment report of OGB's plans within thirty (30) calendar days of the effective date of the contract and as requested by OGB thereafter. The format and content of report are subject to OGB's approval.
- Prepare and submit Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended, corresponding corrective action within thirty (30) calendar days after the close of each quarter. Additionally, MER reporting shall also consist of detailed spending trend and run rate details by health care delivery service line. Corrective actions shall be made available within fifteen (15) calendar days of such request.
- Prepare and submit rates for all classes of coverage and rate tiers for employees, retirees, and COBRA beneficiaries using the contribution allocations authorized by law within the timeframe specified by OGB at the time of request.
- Contractor and its subcontractors performing key delegated functions shall each supply OGB with a copy of the annual Service Organization Control (SOC 2), Type II report resulting from SSAE 18 engagement or Third Party Information Security Questionnaire no later than September 30th of each calendar year.
- Conduct an annual OGB satisfaction survey and report results to OGB within thirty (30) calendar days after the end of each calendar year.
- Prepare and submit an OPEB valuation in accordance with Governmental Accounting Standards Board (GASB) 75 within one hundred fifty (150) calendar days after the close of each calendar year.
- Prepare and submit an Excel spreadsheet listing the OPEB liability, the related OPEB deferred inflows, deferred outflows, OPEB expense, and other related OPEB accounts by agency within one hundred fifty (150) calendar days after the close of each calendar year. The reporting format must be approved by OSRAP.
- Develop and submit a transition plan to OGB ninety (90) calendar days prior to the scheduled termination date of the contract unless OGB advises otherwise.
- Prepare and submit the respective audit report for each annual performance audit conducted for OGB's benefit administrators and/or any other selected contractor(s) as defined by OGB within thirty (30) days of completion of said audit.
- Prepare and submit to OGB an actuarial certification, which states that current state and federal laws, rules, and regulations regarding rate setting were complied with (as necessary) and include a detailed description of the rate setting methodology, including all necessary assurances, explanations, and any other materials as requested.
- Provide written notice to OGB of an actuarial error included in any deliverable submissions, work products, etc., within twenty-four (24) hours after the Contractor's discovery. The notice shall include a detailed description of the error, including its scope and severity, along with a corresponding corrective action plan.
- Provide written disclosure to OGB of any arrangements that Contractor has with PBM vendors, or any other vendor, as requested by OGB.

- Develop and provide ad hoc reports, analyses, and any other supporting documents within the timeframe specified by OGB at the time of request.
- Provide pre-implementation audit report for PBM contract implementation, as necessary.
- Provide HIPAA compliance materials.
- For the HIPPA Operational Review, the Contractor will document findings and provide reasonable confirmations of best practices to OGB or identify where improvements can be made. All findings will be documented in a report that will be delivered to OGB.
- For HIPAA Workforce Training, the Contractor will supply executable files with unlimited licenses, submitted in the format designated by OGB, for use by OGB. Executable files for the high-level and detailed training will include any necessary OGB customization. The executable files will be submitted to OGB on an annual basis.
- For the HIPAA Risk/Threat Analysis, the Contractor will supply the completed risk/threat analysis report for the each calendar year. The report will contain an executive summary, assumptions, and the actual scored risk/threat analysis within the report for each ePHI inventoried application, and if applicable, PHI will be included in the report as well. The report will be as mutually agreed upon by OGB and the Contractor.
- Provide updated HIPAA security report, as necessary.
- Provide HIPAA policy and security policies and procedure manuals and updates to same upon request.
- Provide a HIPAA gap analysis and report on an annual basis.
- Provide a HIPAA work plan with suggested gap remediation steps for OGB.

1.3 Performance Guarantees

The following performance guarantees are the minimum acceptable standards for the contract. These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor. If Contractor fails to achieve the standards set forth below, penalties, as described below, will be assessed, and at OGB's discretion, may be applied as credits against to the immediately following Contractor invoices.

Performance Measure	Performance Standard	Performance Guarantee (Amount or Percent of Contract Value at Risk Annually)
Independent Assurances	**Contractor shall supply OGB with an exact copy of the SOC 2 and/or type II audit report resulting from the SSAE 18 engagement or the State's Third Party Information Security Questionnaire beginning September 30, 2023, and each calendar year thereafter.**	**$1,000 per day**
Actuarial Errors	**At OGB's discretion, for each occurrence of a significant actuarial error (i.e., risk adjustment, rate certification, etc.) for the monetary penalties set forth. Monetary penalties shall**	**Occurrences 1-2:** **4% of annual administrative fee penalty assessment at risk per error** **Occurrences 3-4:**

Performance Measure	Performance Standard	Performance Guarantee (Amount or Percent of Contract Value at Risk Annually)
	escalate by occurrence over the term of this contract. Any penalty assessed shall not constitute a cap and shall not limit the liability of Contractor under the contract.	**8% of annual administrative fee penalty assessment at risk per error** **Occurrence 5 and beyond:** **15% of annual administrative fee penalty assessment at risk per error**

Contractor guarantees to perform at service levels that meet or exceed the performance standards set forth herein. Contractor's submittal of a final report shall be deemed certification by Contractor that the results and actuarial exhibits presented therein have been determined in accordance with all applicable Actuarial Standards of Practice, except where specifically noted otherwise, including confirmation that all assumptions and provisions in the documentation in the possession of the Contractor have been reflected. Whenever a standard is not achieved, Contractor shall provide OGB, within I0 business days of the failure, a comprehensive written explanation as to why the standard was not met and an action plan to meet the standard in the future, if applicable.

In the event of an actuarial error in a final deliverable, within 24 hours after Contractor's discovery of the error, the Contractor shall provide written notice of the error to OGB. The notice shall include a detailed description of the error, including its scope and severity. The Contractor shall correct actuarial errors at its own expense and without significant delay to the schedule for Contract deliverables or other agreed deli very dates. The Contractor shall not invoice, nor will OGB pay, for the cost of correcting Contractor's actuarial errors.

In the event of an actuarial error significant enough under the Actuarial Standards of Practice to require revision of a major deliverable, OGB shall require submission of a suggested corrective action plan.

The decision to impose monetary penalties shall include consideration of some or all of the following factors:
- The duration of the error/violation
- Whether the error (or one that is substantially similar) has previously occurred
- The Contractor's history of errors
- The severity of the error
- The diligence exercised by the Contractor in attempting to avoid errors

Imposition of penalties for any specific error or violation shall be at the discretion of OGB, without prejudice to OGB's handling of subsequent errors or violations. OGB, at its sole option, may agree to waive application of any given penalty - without prejudice to its ability to impose penalties for the same or similar error on future occasions.

Excessive actuarial errors may trigger other provisions of this Contract and may result in termination of the Contract for cause.

1.4 Technical Requirements

- Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five (5) years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.
- Provide file data in a layout format designated by OGB. Contractor will need to accept OGB's standard file layout. File layouts will be provided at no cost to OGB. The file transfer protocol and the file encryption must meet OTS Information Security
- Requirements as posted in the OTS Information Security Policy. http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five (5) years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

ATTACHMENT II: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits
HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the 1st day of February, 2023 (the "Effective Date"), by and between BUCK Global, LLC ("Business Associate") and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity"), and adds to the Agreement or Contract dated 2/1, 2023, entered into between Covered Entity and Business Associate (the "Agreement").

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities or arranges for such on behalf of Covered Entity involving the use and/or disclosure of protected health information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity ("PHI"); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively "HIPAA").

Business Associate, therefore, agrees to the following terms and conditions set forth in this Addendum.

1. *Definitions*. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.

2. *Compliance with Applicable Law*. The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.

3. *Uses and Disclosures of PHI*. Except as otherwise limited in the Agreement or this Addendum, Business Associate may, and shall ensure that its directors, officers, employees, contractors, subcontractors, vendors, and agents use or disclose PHI only as follows:

(a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

(c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For

purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.

(d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.

(e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.

4. *Required Safeguards to Protect PHI.* Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI ("ePHI") on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. *Reporting to Covered Entity.* As soon as reasonably practicable (but not more than forty-eight (48) hours), Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any Security Event of which it becomes aware that may constitute a breach of unsecured PHI. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification, and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities. Business Associate shall conduct a breach risk assessment to ascertain the probability that PHI has been compromised within twenty (20) calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Business Associate shall provide the breach risk assessment to Covered Entity within twenty (20) calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Security Event is defined in the OTS Information Security Policy as an observable event, or collection of events, that may indicate a potential incident and shall be reviewed or investigated and may or may not be required for promotion to an Incident. Information Security - Louisiana Division of Administration (la.gov).

6. *Notifications and Reporting to HHS.* Following a breach of unsecured PHI, Business Associate shall send the required notifications to plan participants, news media outlets, and the Secretary as required by HIPAA. Business Associate shall consult with Covered Entity prior to publishing a notification in a prominent media outlet and provide Covered Entity with a copy of the final publication within (1) business day of publication. Business Associate shall provide Covered Entity with copies of notifications sent to plan participants within five (5) business days of sending the notification(s). Business Associate shall provide Covered Entity with copies of notifications submitted to the Secretary within three (3) business days of submission.

7. *Mitigation of Harmful Effects*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

8. *Agreements with Third Parties*. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

9. *Access to Information*. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) days forward such request to Covered Entity.

10. *Availability of PHI for Amendment*. Within ten (10) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.

11. *Documentation of Disclosures*. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

12. *Accounting of Disclosures*. Within ten (10) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity information collected in accordance with Section 10 of this Addendum, to permit Covered Entity to respond to the request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

13. *Other Obligations*. To the extent that Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to

the Covered Entity in the performance of such obligation. Such obligations include but are not limited to Covered Entity's obligations to provide breach notifications.

14. *Availability of Books and Records*. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of determining Covered Entity's compliance with HIPAA for the term of this Agreement and for six years following the final payment under the Agreement.

15. *Effect of Termination of Agreement*. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, at its expense and within sixty (60) days of the termination, all PHI owned by or belonging to Covered Entity as provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement.

16. *Breach of Contract by Business Associate*. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

17. *Indemnification*. Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 17 of the Addendum shall survive the termination of the Agreement or this Addendum.

18. *Limitation of Liability*. Contractor's damages arising out of the alleged breach of this Addendum shall be subject to the Super Cap limitations set forth in Section 29.5 [Limitations of Liability]. This Section 18 of the Addendum shall survive the termination of the Agreement and this Addendum.

19. *Injunctive Relief*. Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with

the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

20. *Third Party Rights*. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

21. *Owner of PHI*. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

22. *Changes in the Law*. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

23. *Judicial and Administrative Proceedings*. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five business days by providing a copy of such and any applicable comments. Covered Entity shall have the right to control Business Associate's response to such request.

24. *Conflicts*. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum effective the day and year first above written.

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

By: _____
Signature

David Couvillion
Printed Name

Title: Chief Executive Officer

Date: 2/1/23

BUCK GLOBAL, LLC

By: _____
Signature

Jack Freker
Printed Name

Title: Chief Executive Officer

Date: 2/1/2023

ATTACHMENT III: RECORD RETENTION SCHEDULE

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804
Http://www.sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued ^^
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued ^^
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. ^^
4	Group Benefits Policy & Planning Board Reports	ACT + 10 CY	0	ACT + 10 CY	M	S	N	V	ACT= Until end of CY in which OGB ceases to exist **
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created ^^
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted. ^^
9	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received ^^

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Days)
PERM – Permanent
** = May be part of an Imaging/Electronic Exception
^^ = May be part of an Imaging/Electronic Survey

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

Tammy Teague — Agency Approval
1-7-2020 — Date Signed
Susan E. Hoggatt, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804
Http://www.sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – Finance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	R	N	V	ACT = until the end of the FY in which created^^
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received^^
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received^^
4	Official Premium Rate Schedules	ACT + 10 CY	0	ACT+ 10 CY	P	S	N	V	ACT= until end of the CY in which the OGB ceases to exist**
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created^^
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created^^
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^

Permitted Retention Period Abbreviations
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FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent
** = May be part of an Imaging/Electronic Exception.
^^ = May be part of an Imaging/Electronic Survey.

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Tommy League — Agency Approval
1-2-2020 — Date Signed
Suzanne P. Hopkins, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804
Http://www.sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Communications

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Annual Enrollment Member Guides	ACT + 10 CY	0	ACT + 10 CY	P	D	N	I	ACT = until the end of the CY in which OGB ceases to exist**
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created^^
4	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created^^
5	Agency/Member Memos on OGB Policies/Procedures Changes	ACT + 10 CY	0	ACT + 10 CY	P	D	N	V	ACT = until the end of the CY in OGB ceases to exist**
6	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created^^
7	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which OGB ceases to exist**

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
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MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent
** = May be part of an Imaging/Electronic Exception.
^^ = May be part of an Imaging/Electronic Survey.

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

Tommy Teague
Agency Approval

1-7-2020
Date Signed

Susan P. Hayden, CRM
Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency**
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends**
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received^^
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
7	OGB Visitor Logs/Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created^^
8	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created^^
9	Records Management Files (Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which OGB ceases to exist. **

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Security Status Codes
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M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Tommy Teague — Agency Approval
1-7-2020 — Date Signed
Susan P. Hayden, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

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Louisiana Secretary of State
Division of Archives, Records Management and History
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated**
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends^^

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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

Tommy Teague — Agency Approval
1-7-2020 — Date Signed
Susan P. Hopkins, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

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Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Agency Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Participation Schedules	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**
2	OGB Member Collections Notices & Supporting Documents	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**
3	OGB Member Appeals & Supporting Documents	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**

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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Tammy Fergus
Agency Approval

1-7-2020
Date Signed

Susan C. Hoggatt, CRM
Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
2	Designation Forms (OBG Coordinator, Agency Master User, Invoice Contact) (GB-74, GB-75, GB-78)	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which OGB ceases to exist **
3	OGB Member Correspondence	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
4	Daily Work Papers (includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff)	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created ^^

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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FFY – Federal Fiscal Year (Oct 1 – Sept 30)
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Security Status Codes
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Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

Agency Approval — Date Signed — Secretary of State, State Archives & Records Services — Date Approved 1-8-2020

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received ^^
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
8	TPA Health and Pharmacy Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **

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Security Status Codes
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M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

Tommy Teague
Agency Approval

1-7-2020
Date Signed

Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received ^^
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received ^^
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	ACT+ 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of the CY in which OGB ceases to exist **

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Security Status Codes
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Archival Processing Codes
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S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — Date Signed — Secretary of State, State Archives & Records Services — Date Approved 1-8-2020

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the report or deliverable was received ^^
3	Flexible Spending Arrangement Enrollment/Stop Form (GB-2)	ACT+ 10 CY	0	ACT + 10 CY	M	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **

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Security Status Codes
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Archival Processing Codes
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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — Date Signed — Secretary of State, State Archives & Records Services — Date Approved 1-8-2020

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Filing Deadline Mail Records	ACT + 3 CY		ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received ^^
2	Live and Event Claims Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
3	Field and Audit Reports	ACT + 5 CY		ACT+ 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. ^^
4	Health Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
5	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
6	Medical Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
7	Pre-determinations	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
8	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **
9	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist **

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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — Date Signed — Secretary of State, State Archives & Records Services — Date Approved

1-8-2020

ATTACHMENT IV: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within thirty (30) days of the Contract's effective date, Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward to OGB.Records@la.gov[1], or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series[2] maintained/managed by Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's back up procedures including location of back-up (on or off-site) and number of existing images; and
7. Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within ninety (90) days of the change. To ensure compliance with this rule, Contractor shall notify the Records Officer of these changes within sixty (60) days so that he or she may forward the appropriate information to the Secretary of State.

[1] If OGB makes a different designation, OGB will notify Contractor of the change and provide updated contact information.

[2] A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in Contractor's imaging survey should correspond to the records series listed on the OGB official Record Retention Schedule, Attachment IV.

ATTACHMENT V: INSURANCE REQUIREMENTS FOR CONTRACTORS

I. Minimum Scope and Limits of Insurance

1.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement shall be waived for workers compensation coverage only.

1.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $5,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.4 Automobile Liability

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

1.4 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $10,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by OGB/State. The Contractor shall be responsible for all deductibles and self-insured retentions.

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

3.1 Commercial General Liability and Automobile Liability

OGB/State, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OGB/State.

The Contractor's insurance shall be primary as respects OGB/State, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by OGB/State shall be excess and non-contributory of the Contractor's insurance.

3.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against OGB/State, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for OGB/State.

3.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to OGB/State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OGB/State of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of OGB/State to require proof of compliance, or OGB/State's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

IV. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

V. Verification of Coverage

Contractor shall furnish the OGB/State with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the OGB/State before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers
1201 N. Third Street, Baton Rouge, LA, 70802
Project or Contract #: Actuarial Services contract

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

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of OGB/State, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

VI. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. OGB/State reserves the right to request copies of subcontractor's Certificates at any time.

VII. Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 2, 2025

TO: Heath Williams
Chief Executive Officer
Office of Group Benefits

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

RE: OSP Pre-Approval for JLCB
Emergency Contract – Blue Cross Blue Shield of Louisiana - ASO
LaGov PO: 2000962802

The above-referenced contract has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract, please return the "**Agency Memo to OSP After JLCB Approval,**" along with the stamped contract from the JLCB.

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

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

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

September 18, 2025 Meeting of the Joint Legislative Committee on the Budget

Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana

Administrative Services Only for Self-funded Medical Plans
Emergency Contract Overview

P.O. Box 44036, Baton Rouge, LA 70804 • Phone: 1-800-272-8451 • Fax: 225-342-9919 • info.groupbenefits.org

Blue Cross and Blue Shield of Louisiana

Administrative Services Only for Self-funded Medical Plans Emergency Contract

Contract Purpose	To provide administrative services to support the self-funded medical plans offered by OGB. Services include but are not limited to regulatory assistance, medical claims administration, case management, third party recovery, and other general administrative support services.
Eligible enrollees	Active and retired employees of the State of Louisiana and other OGB-participating entities.
Self-funded Health Plan Members as of 09/01/2025[1]	209,720
Beginning Contract Date	01/01/2026
Ending Contract Date	12/31/2026
Renewable Options	None
Procurement Method	Emergency solicitation
Contract Amount	$1,282,319,448.00
Administrative Fee[2]	No change from current contract rate
Number of Plans	Five (no change from 2025)
Plan Year 2026 Rates[3]	7.75% increase over Plan Year 2025 Premiums for all plans

[1] Based on the 09/01/2025 member participation counts for the BCBSLA Magnolia Open Access, Magnolia Local, Magnolia Local Plus, Pelican HRA1000, and Pelican HSA775 plans.

[2] The per primary plan participant per month administrative fee rate is considered proprietary and confidential.

[3] The 7.75% premium rate increase to be implemented effective 01/01/2026 is not associated with the award of the ASO for Self-funded Medical Plans Contract to BCBSLA. Adjustments made to the premiums for OGB's self-funded health plans are based on actuarial recommendations and implemented in accordance with the provisions established by Act 146 of the 2015 Regular Session of the Legislature. Appropriated state agencies' budgets were developed by the DOA-Office of Planning and Budget for FY 2026 with the anticipation of a 7.75% premium rate increase to become effect 01/01/2026. By virtue of their approval of Acts 1 and 459 of the 2025 Regular Session, the Louisiana Legislature approved the funding for such a premium rate increase.

Blue Cross and Blue Shield of Louisiana

Administrative Services Only for Self-funded Medical Plans Emergency Contract

2026 Emergency Contract Highlights

- Updates contract format and boilerplate language to align with OSP's current standards.
- Maintains the existing per-primary plan subscriber per-month administrative fee rate, which has been in place since 1/1/2021.
- Removes pharmacy benefit administration for the Pelican HSA775 plan from the Scope of Work, while retaining the provisions applicable to such duties (should need arise).
    - Pharmacy benefits for Pelican HSA775 plan members will be provided by Liviniti effective 1/1/2026
- Provides for the creation of new or the termination of existing plan designs, at OGB's request.
- Broadens language around compliance of the OGB-specific website provided by BCBSLA.
- Removes dollar figure from Enhanced Payment Integrity Audits.
- Adds a monthly reporting requirement for objections to Notices of Independent Dispute Resolutions ("IDR") not received timely per the law.
- Adds a quarterly reporting requirement for IDR proceedings and the arbitrators appointed to each involving OGB claims initiated, pending, or resolved in the prior quarter.
- Requires Shared Savings and Bundled Payment Programs be included in performance guarantees relating to network, trend, and cost.
- Creates new deliverables for revenue reports required by Act 546 of the 2024 regular session.
- Updates existing subrogation procedures.

1. Emergency Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, Louisiana 70802, (hereinafter sometimes referred to as OGB or State) and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, 5525 Reitz Avenue, Baton Rouge, LA 70809-3802, (hereinafter sometimes referred to as Contractor or BCBS) (sometimes hereinafter referred to collectively as the Parties) do hereby enter into this Emergency Contract for Administrative Services Only (ASO) services to support certain OGB self-funded plans under the following terms and conditions.

2. Term of Contract

This Emergency Contract shall begin on January 1, 2026, and shall end on December 31, 2026, unless otherwise terminated in accordance with the Termination provisions of this Emergency Contract. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

Prior to the extension of the Emergency Contract beyond the one year term, prior approval from the Office of State Procurement (OSP) to extend the Emergency Contract beyond the initial one term shall be obtained. As provided in Section 20 Performance Guarantees and **Attachment I, Statement of Work,** the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Emergency Contract.

3. Statement of Work

The Contractor hereby agrees to furnish the following services as detailed in **Attachment I, Statement of Work**, of this Emergency Contract.

The **Statement of Work** consists of the following and/or any subsequent addendum:

Attachment I: Statement of Work

Attachment II: Administrative Fee

Attachment III: Business Associate Addendum

Attachment IV: Records Retention Schedule

Attachment V: Imaging System Survey Compliance and Records Destruction

Attachment VI: Subrogation and Workers Compensation Process and Procedures

Attachment VII: Insurance Requirements for Contractors

Attachment VIII: Definitions and Acronyms

Attachment IX: No Surprises Act

3.1 Goals and Objectives

1. To fulfill OGB's delegated responsibility to serve the State of Louisiana by managing the self-funded health Plans while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

3.2 Performance Measures

The Contract Monitor will evaluate the Contractor's performance under this Emergency Contract. This evaluation will include a review of performance criteria and corresponding monetary penalties for the Contractor's failure to comply with the identified criteria in the Performance Guarantees section, **Attachment I, Statement of Work** and/or any subsequent addendum.

3.3 Monitoring Plan

The monitoring plan is as follows:

1. The Contractor will submit various monthly, quarterly, semi-annual, and annual reports to the Contract Monitor as specified in **Attachment I, Statement of Work**.
2. The Contract Monitor will ensure all Deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor will provide oversight of the Contractor's performance of the Statement of Work, including the implementation process, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

3.4 Contractor Project Management

The Contractor Project Management is as follows:

1. **Account Management Team.** The Contractor will provide an Account Management Team for the duration of the engagement, including a dedicated Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Analytics and Data Lead, Privacy Officer, and Customer Service Manager. The Account Executive must have at least one backup staff member designated to handle the overall responsibility of OGB.

2. **Substitution of Key Personnel.** The Contractor's personnel assigned to this Emergency Contract shall not be replaced without the prior written consent of OGB/State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Emergency Contract, 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 providing services. When possible, the Contractor will give OGB a minimum of 60 days' advance notice of any changes in OGB's Account Management Team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).

3. **Account Management Team Support.** The Account Management Team will provide support around account strategy, Plan Participant inquiries, issue resolution, reports, and other requested projects and Deliverables. The Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all Deliverables and weekly status update meetings in person, via video conference, or via teleconference.

4. **Quarterly Meetings.** All members of the Account Management Team will attend all quarterly meetings via teleconference or on-site at OGB. The meetings shall be held no later than 30 days following quarter end. The Account Management Team will provide a draft agenda for OGB approval at least 10 business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting. The meeting presentation should be provided seven days in advance of the meeting. At a minimum, during the quarterly meeting, the Account Management Team should discuss the following: goals, expectations and priorities; the quarterly report and other issues such as performance guarantees, quality assurance, operations, network pharmacy status and access; benefit and program changes or enhancements; legislative issues; audits; cost trends; utilization; program outcomes; customer service issues; future goals and planning; and other issues reasonably related to this Emergency Contract.

5. **Minutes.** Within three business days after any meeting, the Contractor shall provide OGB with a draft of detailed and well-documented, meeting minutes. OGB shall review and revise the draft minutes as appropriate and return to the Contractor. Final minutes must be provided within three business days after receipt of the revised minutes from OGB. Minutes shall include a list and description of all tasks and/or Deliverables, with the name of the responsible party and a projected delivery date.

6. **Documentation.** The Contractor will maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five business days of any change.

7. **Coordination with other OGB Vendor(s).** The Contractor will coordinate and cooperate with OGB's administrative services provider(s) for OGB's self-insured medical plans, actuary, and other vendors as needed on integration of information to or from other service providers relative to the services addressed in this Emergency Contract.

3.5 Deliverables

This Emergency Contract will be considered complete when the Contractor has delivered and the State has accepted all Deliverables identified in **Attachment I, Statement of Work**.

4.0 OGB PLAN RESPONSIBILITY

4.1 Except as specifically provided to the contrary, OGB retains final authority and responsibility for the Plan and its operation, including if applicable, compliance with any state and federal Laws, and payment of Claims filed under the Plan. The Contractor is empowered to act on behalf of OGB only in an administrative capacity for the services specified herein, subject to the direction and authority of OGB. Any decision or action of the Contractor regarding this Emergency Contract or the Plan which does not result from its omission, fault, or negligence, including dishonest, fraudulent, or criminal conduct, of which OGB is made aware of in writing which is not overridden or otherwise modified by OGB in writing, shall be deemed to be the exercise of OGB's discretionary power to make final decision or conclusive action.

4.2 OGB shall be responsible for compliance with all state and federal Laws except as specifically assumed by the Contractor under this Emergency Contract.

4.3 OGB shall reimburse the Contractor for any taxes, charges or fees which may be assessed against the Contractor by any governmental entity for providing any service or benefits to OGB as set forth under the Plan or this Contract, with the exceptions of 1) income taxes owed by the Contractor as specified in section 6 and 2) any taxes, fees, penalties, or other charges assessed to Contractor by a governmental entity for failure to follow a law, regulation, or guidance.

4.4 OGB will notify the Contractor which state employees, retirees or their dependents and/or other persons are eligible Plan Participants. This information will be provided to the Contractor in a daily eligibility file.

4.5 OGB will notify the Contractor in writing as soon as reasonably practical if OGB changes the Benefit Plan or other relevant Benefit Plan provisions, including termination of the Plan, within a reasonable period of time prior to the change becoming effective. OGB reserves the right to reallocate programs and costs to different programs offered by the Contractor throughout the term of this Emergency Contract without any penalty.

4.6 Unless otherwise specifically delegated to the Contractor herein, OGB remains responsible for the preparation and distribution of information, notices, etc. required to be provided to Plan Participants under applicable Laws or regulations, and for maintaining and operating the Plan in accordance with applicable Laws and regulations. The Contractor shall be responsible for providing written notice to Plan Participants of any data breach.

5. Payment Terms

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay the Contractor a maximum fee of One Billion Two Hundred Eighty-two Million Three Hundred Nineteen Thousand Four Hundred Forty-eight Dollars ($1,282,319,448 for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Emergency Contract-related expenses. Payments are predicated upon successful completion by the Contractor and written approval by OGB of the described services and Deliverables as provided in this Emergency Contract. The Contractor will not be paid more than the maximum amount of this Emergency Contract. In the event it appears the maximum payable amount will be exceeded, the Parties agree to work together in good faith to amend the Emergency Contract as appropriate. Payment will be made only upon approval of the Contract Monitor. No payments will be made by OGB on banking or State holidays.

5.1 Claims Payments

OGB will not provide advance funding for payment of Claims. The Contractor shall submit weekly invoices for reimbursement of Claims no later than 12:00 p.m. CT on the established billing day, with an accompanying check register (Claims disbursements) showing all paid Claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to Claims for each Plan offering and shall identify on each invoice the portion applicable to active and retiree Plan Participants. Upon receipt and validation of each Claims invoice, OGB shall wire the undisputed amount within two business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within two business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding the said amount, and the Contractor shall make a reasonable effort to respond to such questions within five business days.

If OGB fails to wire the undisputed amount of the previous weekly invoice for reimbursement of Claims within two business days of receipt, the Contractor shall send written notice via email to the Contract Monitor, the Chief Executive Officer, and the Chief Operating Officer of its intent to suspend Claims payments on behalf of OGB until the reimbursement payment for the undisputed amount has been received. After the written notice is sent, the Contractor must provide OGB seven business days to wire the undisputed amount prior to suspending Claims payments. Twenty-four hours prior to the suspension of Claims payment, the Contractor shall submit second written notice to the Contract Monitor, Chief Executive Officer, and the Chief Operating Officer of its intent to suspend Claims payment. Upon the suspension of Claims payments, the Contractor will continue all administrative services. Claims payments will resume immediately once the undisputed amount that is the subject of the written notice described above has been paid.

The Contractor shall not be liable for any penalties or fees that OGB may incur as a result of Contractor suspending Claims payment due to OGB's non-payment of undisputed amounts of weekly invoices.

5.2 Administrative Monthly Fees

The Contractor will invoice OGB as set forth in **Attachment II, Administrative Fee**, unless lower fees are negotiated. Administrative monthly fees will be invoiced the month following the month in which the service is provided. Upon receipt and validation of Contractor's invoice for administrative monthly fees, OGB shall pay undisputed fees by wire transfer within 30 days of receipt. If OGB questions the amount, OGB will notify the Contractor, and the Contractor shall make a reasonable effort to respond to OGB's inquiries within five business days. The Administrative Fee represents the sole compensation the Contractor is entitled to under the terms of the Emergency Contract.

Note: the Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the administrative monthly fees.

5.3 Late Payments

Interest due by OGB for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

5.4 Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed unless allowed by Law or otherwise stated herein.

6. Taxes

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of

this Emergency Contract and (2) the Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this Emergency Contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification. State agencies are exempt from all State and local sales and use taxes.

The Contractor is responsible for payment of all taxes and fees on Contractor's income, property, and entity status (i.e., permits, licenses, etc.). The Contractor's federal tax identification number is 23-7384555. The Contractor's seven-digit Louisiana Department of Revenue account number is 0400820. In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LOR) must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LOR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Emergency Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Emergency Contract without penalty and proceed with alternate arrangements should the prospective Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven days of notification of such discrepancies.

7. Termination

The State of Louisiana has the right to terminate this Emergency Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

7.1 Termination for Cause

The State of Louisiana may terminate this Emergency Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Emergency Contract, or failure to fulfill its performance obligations pursuant to this Emergency Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 calendar days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 calendar days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Emergency Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Emergency Contract, provided that the Contractor shall file a claim with the Commissioner of Administration under La. R.S. 39:1672.3.

7.2 Termination for Convenience

The State of Louisiana may terminate this Emergency Contract for convenience at any time: (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. To the extent work has been completed prior to receipt of the written notice and performed to the State's satisfaction, the State shall pay the Contractor for, if applicable: (a) Deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination.

7.3 Termination for Non-Appropriation of Funds

The continuation of this Emergency Contract is contingent upon the appropriation of funds to fulfill the requirements of this Emergency Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Emergency Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Emergency Contract, this Emergency Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

8. Emergency Contract Modifications

No amendment or modification of the terms of this Emergency Contract shall be valid unless made in writing, signed by the parties and approved as required by Law. No oral understanding or agreement not incorporated in this Emergency Contract is binding on any of the parties.

Changes to this Emergency Contract include but are not limited to any change in a) compensation; b) beginning/ending date of this Emergency Contract; c) statement of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Emergency Contract.

9. Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Emergency Contract exclusively for OGB's benefit, excluding Contractor's intellectual property, are the property of the State. If applicable, all software and customizations developed under this Emergency Contract are the property of the State. The Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Emergency Contract, unless otherwise required by this Emergency Contract. Delivery of this property shall be in a form specified by the State.

10. Record Ownership

Except for those records, reports, documents, or other material received from a third-party and covered by a Non-Disclosure Agreement with that third-party and that are not transmitted to the OGB, all records, reports, documents, or other material related to this Emergency Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein (Records) exclusively for OGB's benefit, excluding Contractor's intellectual property, shall become the property of the State. The Contractor shall return the Records to the State, at the Contractor's expense, within seven days of request or in the specific instance of termination or expiration of this Emergency Contract, within 60 days after the termination or expiration of this Emergency Contract, and shall retain no copies of the Records unless required by applicable Law or in connection with Contractor's fulfillment of its duties under this Emergency Contract and pursuant to the Business Associate Agreement, provided, the confidentiality and security requirements of the State as set forth in the Emergency Contract shall apply to such Records as long as retained by the Contractor. Additionally, once the Records are returned or destroyed in accordance with this Emergency Contract after the fulfillment of the Contractor's duties, the Contractor and its subcontractors/vendors must follow the Office of Technology Services (OTS) Information Security Policy for Data Sanitization requirements for all equipment which previously housed confidential or restricted data from all State agencies.

11. Use of State Property

Any tangible, movable property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Emergency Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be

returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Emergency Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12. Contract Monitor

OGB shall appoint a Contract Monitor for this Emergency Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Emergency Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for the Contractor concerning the Contractor's performance under this Emergency Contract. The OGB Contract Monitor may receive assistance from a third-party in evaluating the Contractor's performance.

13. Waiver

Waiver of any breach of any term or condition of this Emergency Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Emergency Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. Warranties

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Statement of Work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and/or license its product to the State and that it will operate in accordance with this Emergency Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Emergency Contract that results in the termination of this Emergency Contract for cause by the

State, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be specifically related to the Contractor or the Contractor's subcontractor(s)' performance of services under this Emergency Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State will consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be specifically related to the Contractor's duties and responsibilities under this Emergency Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal. The Contractor shall not have a duty to defend for the portion of any claims, demands, suits, or causes of action arising from the State's act or failure to act.

16. Liability and Indemnification

16.1 Contractor Liability

The Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

16.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate

or minimize the effect of such events upon the performance of their respective duties under this Emergency Contract.

16.3 Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

In the event of a public records request for Contract-related documents which the Contractor deems proprietary, trade secret, and/or confidential, the Contractor shall provide the State with redacted versions of the documents upon request within a commercially reasonable timeframe set by the State not to be shorter than 5 business days unless a law or regulation mandates a shorter period. The redacted versions of the documents will be produced in response to the public records request. The Contractor agrees to indemnify the State for any causes of action challenging the redactions. Indemnification includes but is not limited to intervention and defense in court, payment of judgments.

The State may, in addition to other remedies available at law or equity, retain monies from amounts due the Contractor as may be necessary to satisfy claims or costs asserted against the State, for which the Contractor owes indemnification and/or defense.

16.4 Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Emergency

Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

16.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Emergency Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Emergency Contract, or if any lien or claim for damages, penalties, costs 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.

17. Insurance

The Contractor shall purchase and maintain for the duration of this Emergency Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Emergency Contract in accordance with **Attachment VII, Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified in **Attachment VII, Insurance Requirements for Contractors** for the full term of this Emergency Contract. Failure to comply shall be grounds for termination of this Emergency Contract.

18. Performance Bond

The Contractor shall provide a Performance Bond (Surety Bond) in an amount of no more than 100% of the estimated amount of this Emergency Contract to insure the successful performance under the terms and conditions of this Emergency Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The performance bond is to be provided at least 30 business days prior to the effective date of this Emergency Contract. Failure to provide within the time specified may cause this Emergency Contract to be canceled.

The Contractor shall maintain the performance bond for the entire term of this Emergency Contract. Failure to comply shall be grounds for termination of this Emergency Contract.

19. Performance Guarantees

The Contractor agrees to provide its operational performance guarantees on a client-specific basis. The following clinical performance guarantee metrics shall be reported annually: Trend, Discount, Minimum Overall Network Discount, Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, Readmission Rate 15 Day, Mental Health 30 Day follow-up visit after discharge, Enhanced Utilization Management Program, Enhanced Payment Integrity, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction. OGB shall have the ability to modify the performance guarantees each contract year, in accordance with the requirements provided in Section 8 of this Emergency Contract. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than 30% of the total amount at risk is allocated to one performance

guarantee. The Contractor will be subject to per day fees for the independent assurance performance guarantee.

The Trend, Discount, Minimum Overall Network Discount, Enhanced Payment Integrity, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction performance guarantees must be reconciled annually using Claims with dates of service from January 1, 2026 through December 31, 2026 that have been paid by June 30, 2027. Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, Readmission Rate 15 Day, Mental Health 30 Day follow-up visit after discharge, and Enhanced Utilization Management Program will be reconciled annually using Claims data incurred by December 31, 2026 and paid through April 30, 2027. Any penalties owed to OGB shall be paid automatically by August 15, 2027. All other performance guarantees must be reconciled annually, and any penalties owed to OGB shall be paid automatically within 90 days after the end of the Calendar Year (CY) 2026.

In the event of a natural disaster, pandemic, or other crisis or disruption that impact a performance guarantee in this Emergency Contract, OGB and Contractor agree to conduct negotiations in good faith for the purpose of revising impacted performance guarantees.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in **Attachment I, Statement of Work**.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third-party may be utilized to perform this audit.

Measurement Periods: The measurement period shall be calendar year 2026, also known as January 1, 2026, through December 31, 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Performance Year: For the Trend Discount, Minimum Overall Network Discount, Enhanced Payment Integrity, Specialty Drug Trend cost guarantee and Specialty Drug Utilization Reduction performance guarantees; the performance year includes Claims with dates of service from January 1, 2026 through December 31, 2026 that have been paid by June 30, 2027.

For Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, Readmission Rate 15 Day, Mental Health 30 Day follow- up visit after discharge, and Enhanced Utilization Management Program performance guarantees, the performance year includes Claims with dates of services from January 1, 2026 through December 31, 2026 that have been paid by April 30, 2027.

20. Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work necessary to complete this Emergency Contract, if applicable.

21. Severability

If any term or condition of this Emergency Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Emergency Contract are declared severable.

22. Subcontractors

The Contractor may, with prior written permission from the State and/or Using Agency, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or Using Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work. Prior written permission from the State and/or Using Agency for subcontractors granted prior to the execution of this Emergency Contract shall constitute prior written permission required under this section of the Emergency Contract.

23. Substitution of Personnel

If, during the term of this Emergency Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. When possible, the Contractor will give the OGB a minimum of 60 days' advance notice of any changes in the Contractor's Account Management Team assigned to the OGB, and a description of the training requirement for new team members. Reasonable exceptions would apply in situations beyond the Contractor's control (e.g., resignation/termination with less than 60 days' notice). In the event that any Contractor personnel become unavailable due to circumstances 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. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance as determined by the OGB.

24. Assignability

The Contractor may assign its interest in the proceeds of this Emergency Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Emergency Contract by assignment, novation, or otherwise, with prior written consent of the

State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

25. Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Emergency Contract. The Contractor agrees to immediately notify OGB's CEO if potential violations of the Code of Governmental Ethics arise at any time during the term of this Emergency Contract.

The Contractor acknowledges that it is not permitted to engage in any Prohibited Relationship. If such a Prohibited Relationship exists at the time this Emergency Contract is signed by the Contractor, the Contractor shall disclose all details of such Prohibited Relationship to OGB and provide a detailed timeline of how the Contractor is dissolving the Prohibited Relationship. Dissolution of any pre-existing Prohibited Relationship shall occur on or before the effective date of this Emergency Contract. No funds from this Emergency Contract may be used to pay commissions, bonuses, or other fees to non-party entities including but not limited to actuaries, consultants, brokers, etc. without OGB's consent and approval. The Contractor is only permitted to make payment on OGB's behalf and at its direction with written approval.

26. Confidentiality

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

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

27. Contract Controversies

Any claim or controversy arising out of this Emergency Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1672.2-1672.4.

28. Continuing Obligations

Notwithstanding any provisions to the contrary herein, upon the termination of this Emergency Contract for any reason, the provisions of this Emergency Contract which by their nature require some action or forbearance after such termination, including but not limited to confidentiality, PHI, reporting, indemnity, insurance, records retention, and performance guarantees, shall survive such termination and be binding until any actions, obligations, and/or rights provided therein have been satisfied or released.

29. Transition of Services and Data

The Contractor shall comply with the provisions of this Emergency Contract, and other requests of OGB/State, to accomplish a timely transition of services from Contractor to another vendor without interruption of services to Plan Participants. During any such transition, the Contractor will provide all of the same Records and data in the same format as provided during the term of the Emergency Contract, to OGB/State or its designee. The Contractor further agrees that no dispute or objection it may have regarding the propriety of any transition of services by OGB/State will relieve the Contractor of these obligations.

30. Right to Audit

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, the State, OGB, or others so designated by the State/OGB shall be entitled to audit all accounts, procedures, matters, and records of any Contractor or subcontractor under any negotiated Emergency Contract or subcontract directly pertaining to the Emergency Contract for a period of five years after final payment under the Emergency Contract and for the subcontractor/vendor for a period of five years from the date of final payment under the subcontract or such longer period as required by applicable state and federal Law. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

The State has the right to hire an independent third-party auditor, if the State deems it necessary, to review all accounts, procedures, matters, and records, and the Contractor and/or subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Emergency Contract, the Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall, within 30 days of notification of such finding, issue a remittance to the

State of any payments declared to be improper or beyond the scope of this Emergency Contract. In combination therewith, or alternatively, the State may offset the amounts deemed improper or beyond the scope of this Emergency Contract against the Contractor's outstanding or subsequent invoices, if any, or may exercise its rights under the performance bond.

31. Data/Record Retention

All records, reports, documents, or other material related to this Emergency Contract, delivered or transmitted to the Contractor by the State or its employees, agents, or authorized vendors, and/or obtained or prepared by the Contractor or its subcontractors/vendors in connection with the performance of the services under this Emergency Contract, shall become records of the State and are referred to herein as "Records."

The Contractor agrees to retain all Records in accordance with all Louisiana and federal Laws and regulations. Further, the Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), **Attachment IV, Records Retention Schedule**, until such time as the Records are returned to the State or other disposition is agreed. In the event the applicable Law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable Law or as agreed upon by the parties in writing if allowed by applicable Law. The Schedules in place as of the effective date of this Emergency Contract are contained in **Attachment IV, Records Retention Schedule**, and may be amended from time to time as deemed necessary by the State. To further ensure compliance with the Schedules and Louisiana retention Laws, the Contractor agrees to abide by the processes outlined in **Attachment V, Imaging System Survey**. The Contractor shall return the Records to the State, at the Contractor's expense, within seven days of request or in the specific instance of termination or expiration of this Emergency Contract, within 60 days after the termination or expiration of this Emergency Contract, and shall retain no copies of the Records unless required by applicable Law, provided, the confidentiality and security requirements of this Emergency Contract shall apply to such Records as long as retained by the Contractor.

32. Sanitization of State Data/Records in Contractor's Custody

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to OGB's contract monitor.

33. Contractor's Certification of No Federal Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Emergency Contract and debarment from future Contracts.

34. Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Emergency Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

35. Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

35.1 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 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. Independent Assurances

The Contractor shall submit, and cause its subcontractors who perform key internal controls, to submit to certain independent audits to ascertain that processes and controls related to the contracted services are operating properly. Independent assurances may be in the form of a SSAE 18 SOC I, Type 2 and/or a SOC II, Type 2 audits, and/or HITRUST report, of its internal controls. The SSAE 18 engagement will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls

and procedures. The audit firm that will conduct the SSAE 18 engagement will submit a final report on controls placed in operation for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls. The Contractor shall supply the State with an exact copy of the audit or report resulting from the independent assurance engagement by March 31, 2027. The Contractor shall also provide a bridge letter to OGB for the period of January 1 - June 30, 2026 by July 31, 2027. OGB will not sign a non-disclosure agreement in order to obtain any of the independent assurances referenced herein.

The cost of such independent assurances, to include audit expenses, will be borne solely by the Contractor. Such independent assurances shall be performed at least once during the term of the Emergency Contract. The Contractor and its subcontractors who perform key internal controls may review any audit report before delivery to the State and include with the report a supplementary statement containing facts that the Contractor or subcontractor considers pertinent to the audit or engagement. The Contractor shall implement recommendations as suggested by the program review and/or audit, within three months of report issuance and at no cost to the State.

37. Commencement of Work

No work shall be performed by the Contractor and OGB shall not be bound until such time as this Emergency Contract is fully executed between the State and the Contractor and all required approvals are obtained.

38. Compliance with Civil Rights Laws

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Emergency Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Emergency Contract.

39. Centers for Medicare and Medicaid Services

The Contractor shall make its books and records in connection with any Medicare business available to CMS and/or its designees in accordance with 42 CFR 423.504(d) and 42 CFR 423.505(d) and (e). In this regard, CMS and/or its designees shall have the right to audit, evaluate, and inspect any books, contracts, records, computer and/or other electronic systems, including medical records and documentation involving transactions related to the Plan and/or Medicare business provided under this Emergency Contract (including coverage costs, low income subsidies, and privacy and security of PHI and other personally identifiable information, enrollment and disenrollment) and any additional relevant information that CMS may require, and these rights shall continue for a period of 10 years, or longer if required by CMS, from the final date of the Emergency Contract period or from the date of completion of any audit, whichever is later. CMS and/or its designees shall have direct access (i.e., on-site access) to the Contractor, and the Contractor will make such books, records, computer and/or other electronic systems, directly available to CMS and/or its designee(s) for such inspection, evaluation, and audit.

40. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

41. Business Associate Addendum

A Business Associate Agreement, (BAA) shall be executed between the parties to this Emergency Contract to protect the privacy and provide security of Protected Health Information (PHI) and personally-identifiable information (PII) in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act of 2009 (collectively, “HIPAA”), and regulations promulgated thereunder, as amended from time to time.

OGB is a “Covered Entity” under HIPAA/HITECH. For the purposes of this Emergency Contract, the Contractor is deemed to be a “Business Associate” of OGB as such term is defined by HIPAA and regulations promulgated thereunder, including in the Privacy Standard of the Federal Register, published on December 28, 2000. The parties have executed **Attachment III, Business Associate Addendum,** attached to and made part of this Emergency Contract. The parties understand and agree that if additional agreements are required to be compliant as required under HIPAA and applicable Laws, the parties will execute such agreements in a timely manner. The Contractor agrees that its processes, systems, and reporting will be in full compliance with federal and state requirements, including but not limited to HIPAA, throughout the term of this Emergency Contract. Any fines or penalties imposed on any party related to the Contractor’s or

its subcontractors' non-compliance will be the sole responsibility of the Contractor. The Contractor shall require its subcontractors' and any other vendors' processes, systems, and reporting to be in full compliance with federal and state requirements, including but not limited to HIPAA. Further, the Contractor agrees that its organization, as well as its subcontractors/vendors, will comply with all HIPAA regulations throughout the term of the Emergency Contract with respect to any issue related to the OGB Emergency Contract, Plans, or participants involving PHI/PII, including but not limited to participant services, complaints, appeals determinations, notification of rights, and confidentiality. The Contractor shall require that all agreements with subcontractors or other vendors providing services for this Emergency Contract include the provisions of this Section and any Attachments referenced herein. In addition to the BAAs, OGB shall be provided copies of such subcontractor/vendor agreements upon request.

Notwithstanding any provision to the contrary, major delegated functions involving PHI and PII, including but not limited to Claims processing, customer service, and any other services as provided by applicable Law, shall not be sourced outside of the territorial and jurisdictional limits of the 50 United States of America.

42. Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

43. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

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

44. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by Law, by submitting a response to this solicitation or entering into this Emergency Contract, the 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 cancel or terminate this Emergency Contract 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.

45. Prohibited Use of Funds

The Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of Law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of Law being considered by the Louisiana Legislature or any local governing authority.

46. E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal Law pertaining to E-Verify in the performance of services under this Emergency Contract.

47. Headings

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

48. Governing Law

This Emergency Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in this Emergency Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Emergency Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

49. Preferred Client

OGB should be recognized as a preferred client relationship and should benefit from yearly pricing improvements provided to any other clients in the Contractor's "book of business." Essentially, if the Contractor offers better pricing to another client during the Emergency Contract term, OGB will benefit from the lesser pricing arrangement and receive the benefit of any offered

enhancement.

50. Notice

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier; (ii) hand delivery if to the State/OGB; or, (iii) registered or certified mail return receipt requested, and addressed as follows:

To Contractor: Mr. Bryan Camerlinck, CEO
Louisiana Blue
5525 Reitz Avenue
Baton Rouge, LA 70809-3802

To OGB: Mr. Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

OR

Mr. Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802
(If delivery by hand)

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its address and/or addresses for notification purposes

by mailing a notice stating the change and setting forth the new address.

51. Complete Contract

This Emergency Contract and its **Attachments (i.e., Attachment I: Statement of Work; Attachment II: Administrative Fees; Attachment III: Business Associate Addendum; Attachment IV: Records Retention; Attachment V: Imaging System Survey; Attachment VI: Subrogation and Workers Compensation; Attachment VII: Insurance Requirements; Attachment VIII: Definitions and Acronyms; and Attachment IX: No Surprises Act)** represent the complete Emergency Contract between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Emergency Contract. This Emergency Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Emergency Contract, and there are no other agreements or understanding changing or modifying the terms. This Emergency Contract shall become effective upon final

statutory approval.

IN WITNESS WHEREOF, the parties have executed this Emergency Contract.

LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY SIGNATURE:

By:

Name: Bryan Camerlinck

Title: Chief Executive Officer

Date:

OFFICE OF GROUP BENEFITS SIGNATURE:

By:

Name: Heath Williams

Title: Chief Executive Officer

Date:

Office of State Procurement Approval:

By:

Name:

Title:

Date:

ATTACHMENT I: STATEMENT OF WORK

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Emergency Contract. OGB reserves the right to modify or delete the tasks and services listed prior to and during the term of this Emergency Contract, subject to the approval of the OGB CEO, Office of State Procurement, and any other approval required by Law.

At a summary level, these tasks include:

1. Implementation services,
2. General ASO Support Services,
3. Network Services and Medical Claims Administration, and
4. Wellness and Population Health Management, Including Disease Management.

Below is a list of minimum services the Contractor shall be responsible for providing:

Task (1): Implementation Services

1. Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and the Contractor; and data transfer and mapping. If the Contractor requires file mapping and/or subsequent updates, this service will be provided by the Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**
2. Provide file data in a layout format mutually agreed upon by OGB and the Contractor to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. The Contractor will work with OGB to determine a standard file layout. File layouts will be provided at no cost to OGB. **The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**

3. Integrate with the selected contractor(s) as defined by OGB for the administration of the Plan, including the PBM and COBRA administrator, for the purpose of Out-of-Pocket maximum accumulation. **Ensure that Out-of-Pocket maximum accumulation integration with the selected contractor(s) as defined by OGB is successfully continued for the implementation of this Emergency Contract.**
4. Provide 10 read-only access codes to the online eligibility, Claims payment and/or standard and ad hoc reporting systems(s) (collectively, the "System") which will allow OGB's specified personnel to view and/or extract information residing in the System on an individual, Plan level, and account structure basis. Training to OGB personnel will be provided by the Contractor's Account Management Team on-site at OGB.
5. Ensure successful and timely completion of all tasks necessary to continue performing services set forth in this Emergency Contract on January 1, 2026 at 12:00 am CT.

Task (2): General ASO Support Services

1. Provide third-party administrative services for each OGB self-funded Plan offering including, but not limited to, general support and advisory services regarding OGB's self-funded Plans network management, administrative and Claims processing services, clinical management programs, reporting, marketing, customer service, quality management, and Utilization Management functions.
2. Except for the transfer of pharmacy benefit administration to the PBM for certain self-funded plans, the Contractor shall:
    - Administer the current self-funded Plans as outlined in the summary Plan description with the same Plan Designs, level of coverage and Plan Participant cost share
    - Administer a new self-funded Plan or terminate an existing self-funded Plan as directed by OGB.
3. Manage the current self-funded Plan Designs and any changes implemented by OGB. Benefit design and coverage can be modified as needed and requested by OGB.
4. Support any deductible or Out-of-Pocket maximum cross accumulation in a mutually agreed format to ensure compliance with the Patient Protection and Affordable Care Act (PPACA).
5. Support real-time integration with other vendors for deductible and Out-of-Pocket limits and produce an accurate EOB for Plan Participants showing their progress towards these limits.
6. Based upon OGB's determination and written communication to the Contractor of a Plan Participant's eligibility for benefits provided under the Plan, the Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by the Contractor. The

Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents. The Contractor will accept OGB's standard file layout for the initial eligibility enrollment file. OGB's request for Contractor to enroll subsequent Plan Participants will be subject to the Contractor's subsequent enrollment processes.

7. Prepare and distribute a welcome kit to each new Primary Plan Participant(s) within 30 days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant containing the following materials:

    a) A Plan Document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an Member's Benefit Coverage may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.

    b) Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Provider Directories shall comply with the maintenance and disclosure requirement outlined in the Consolidated Appropriations Act of 2021 (CAA), and any regulations and amendments enacted. Hard copies of provider directories and certificates of coverage must be available upon request.

    c) The Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. Identification cards shall comply with all Laws and regulations including, but not limited to, the CAA, and any future regulations and amendments enacted. Final approval of Identification cards and their compliance with applicable Laws and regulations remains with OGB. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by the Contractor for the first time. Thereafter, new cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon annual or any other special enrollment that require the issuance of a new card, whenever OGB adds new Primary Plan Participant(s) to the Plan during a Plan year, or whenever a card duplicate is requested at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.

    d) Summary of Benefits and Coverage (SBC) and Uniform Glossary, as required by the federal PPACA and/or state Law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, the Contractor shall provide printed SBC

documents to OGB for distribution to eligible employees who are not enrolled in a medical plan.

e) The Contractor will prepare all the foregoing materials in English. The Contractor will not be responsible for any translations of the materials into any other language.

f) The Contractor will be responsible for cost of reproducing ID Cards and priority mail shipping in the event of the Contractor errors and/or initiated changes.

8. The Contractor will coordinate benefits on behalf of the Plan following the Contractor's standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan Participant may be eligible for benefits, and the payment of the Plan's share of its liability for a Claim. Coordination of benefit efforts will be based on information available to the Contractor at the time of the adjudication of the Claim.

   Except for the standard processes that the Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when the Contractor deems appropriate), the Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following the Contractor's standard investigation process, if a Plan Participant fails to respond to the Contractor's inquiry about the existence of any other coverage, the Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

9. Provide a dedicated Account Executive and/or Operational Account Manager who will provide day-to-day management of project tasks and activities, coordination of the Contractor's employees, and possess the technical and functional knowledge to direct all aspects of the project. The Account Executive and/or Operational Account Manager shall be knowledgeable about all aspects of OGB's self-funded health Plans. The Account Executive shall always be accessible by phone or email during regular working hours to address emergency and non-emergency issues posed by the OGB staff and will respond to all inquiries within one business day. The Account Executive must have at least one back-up staff member designated to handle the overall responsibility of OGB. When the Account Executive will be out of the office for more than four hours, the designated back-up staff member will be in the office and available to address all questions and report requests during the Account Executive's absence. The designated back-up staff member will be identified by name, phone number, and alternate phone number prior to the account representative leaving the office.

10. Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan Document. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews consistent with the appeals program and Plan Participant requested reviews of coverage denials as allowed by and in accordance with all applicable Law.
11. Provide support around account strategy, Plan Participant inquiries, issue resolution, reports, other requested projects, and Deliverables.
12. Provide an annual service cycle plan as well as an ongoing task log with timelines for all Deliverables and weekly status update meetings in person or via teleconference.
13. Attend all on-site quarterly meetings at OGB. The meetings shall be held no later than 30 days following quarter end. The Account Management Team will provide, for OGB's approval, a draft agenda at least 10 business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting.
14. Maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five business days of any change.
15. Upon OGB's request, the Contractor will be required to work with the appointed OGB actuary, other selected OGB vendors, employees from the Division of Administration, and the OGB staff for management of the program.
16. Investigate any activity, health plan related or otherwise relating to the Plan, which it believes to be fraudulent or abusive whenever detected by the Contractor or brought to the attention of the Contractor by OGB or other persons. The Contractor shall have established procedures and system edits that continually improve according to industry best practices to aggressively monitor and proactively search for cases and potential cases of fraud and abuse including providing OGB with a quarterly report of fraud activities and discoveries relating to the resulting Emergency Contract. In instances when the Contractor has detected fraud, the Contractor will pursue collection, and will report to OGB such collection, remitting any collection owed to OGB on a quarterly basis. The Contractor agrees to include OGB in anti-fraud efforts undertaken by Contractor.
17. Assist OGB in responding to inquiries received from Plan Participants, providers, or other persons. Such requests shall 1) be given priority status; 2) be subject to a method of tracking, approved by OGB; and 3) result in the delivery of all requested information, documentation, etc. When immediate responses are required, the Contractor shall assist OGB in preparing its reply including providing data and documentation within the timeframes prescribed by OGB for a specific inquiry.
18. Provide immediate online, real-time, manual, eligibility updates for urgent requests by OGB staff.

19. Provide OGB with a list of every legislative instrument on which the Contractor is taking a position during a Louisiana legislative session. If the Contractor provides any information or data to another State agency for use in a fiscal note for a bill that could possibly impact OGB, then that information or data must be shared with OGB.
20. Assist OGB in responding to legislative inquiries and requests, including, but not limited to, providing assistance from the Account Management Team, analytics and outcomes, and government relations department. The Contractor will provide OGB a receipt of acknowledgement within 24 hours for the following: legislative inquiry requests made by OGB for data or information as a result of inquiries from members of the legislature, legislative staff, or as a result of a request for the fiscal impact of a legislative instrument to OGB. Information or data requested should be provided within three business days of the date of the request, unless the information is requested sooner. If the specified timeframe is not reasonable based on the nature of the request, the Contractor should notify OGB immediately and provide a timeframe for when a response will be provided.
21. Provide knowledgeable staff to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB as well as prepare, print and distribute communication materials. Staff in attendance at statewide annual/special enrollments and informational meetings must be the Contractor's employees, not subcontractors. If virtual meetings are scheduled in lieu of in-person meetings, the Contractor will provide staff to attend virtual meetings.
22. At OGB's request, provide knowledgeable and dependable staff for certain subcontracted wellness service programs (e.g., Live Better Louisiana, etc.) to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB.
23. Provide advisory services to OGB regarding actual or pending state and federal Laws, regulations, policies, procedures, and rules specific to self-funded health plans and for other topics related to the provisions of the self-funded health plans. Also, provide OGB with interpretation as to the impact of such Laws or regulations on the Plan.
24. Subject to OGB's customization and approval, the Contractor will be responsible for the development of health benefit information including, but not limited to 1) annual and special enrollment brochures and promotions; 2) other Plan-related printed materials (i.e., promotional, Plan Participant education, ID Cards, benefit brochures, Claim forms, clinical program notices and letters, pre-formatted letters, system generated letters and notifications, correspondence forms, and other written materials and forms). The Contractor will be responsible for all costs associated with designing, writing, printing, distributing and/or mailing all such information.
25. Provide upon request of the Plan Participant, printed materials in a medium widely-accepted and in compliance with all applicable anti-discrimination Laws. This does

not require the Contractor to provide the printed materials in a language other than English. Translation of the materials into any other language is not required.

26. Provide a website that is specific to OGB and that is in compliance with all applicable Laws.
27. Provide all printed material in electronic format with final version submitted to OGB in PDF file format.
28. Provide dedicated Customer Service Representatives (CSR) to research and resolve, to the satisfaction of OGB, benefits, Claims payment, denial inquiries and complaints submitted by Plan Participants, pharmacies, and OGB. CSR must have the ability to gather and analyze data, create a historical picture, including a timeline of Claim activity for the individual Plan Participant, and develop appropriate correspondence for complicated Claim issues that are appealed to OGB.
29. Handle inquiries related to Plan Participant, benefits, Claims payment, and Claims payment denial. The Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support.
    - The call center services hours for providers must be staffed and available to receive calls 8:00 AM – 5:00 PM CT, Monday through Friday, except on state holidays.
    - The call center for account management must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays.
    - The call center for the nurse line must be staffed and available to receive calls 8:00 AM – 7:00 PM CT, Monday through Thursday, and 8:00 AM – 5:00 PM CT, Friday, except on state holidays.
    - The call center for Plan Participants must be staffed and available to receive calls 8:00 AM – 5:00 PM CT, Monday through Friday, except on state holidays.

    The Contractor will be required to extend call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls 24 hours a day, seven days a week.
30. Furnish a dedicated toll-free number for incoming pharmacy calls, including telephone technology for the hearing impaired and multi-lingual support. The dedicated call center for pharmacies must be staffed and available to receive calls 24 hours a day, seven days a week. This requirement applies only to the plans for which the Contractor administers pharmacy benefits.
31. Upon request, provide digital recordings of phone calls within two business days of request.

32. Document and maintain a service disruption/continuity of operations plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (i.e. repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within 24 hours of occurrence for other events.
33. Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary Plan Documents, etc.), advertisements, marketing materials, and education materials for services such as Disease Management and Wellness Programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.
34. Written communications to Plan Participants that have not been previously approved by OGB will be subject to OGB's approval prior to distribution. Any changes to these communications are subject to OGB approval prior to implementation. Once written communications are submitted for prior approval, OGB will review and either approve the communications or provide mandatory edits.
35. Conduct annual Plan Participant and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
    a) Providing effective support in preparing for and conducting open enrollment events/sessions;
    b) Providing OGB with timely notification of issues impacting Plan Participants;
    c) Responding to issues and questions in a timely, comprehensive manner;
    d) Developing and following through on action plans, effectively coordinating to resolve open issues;
    e) Being accessible and attending scheduled meetings; and
    f) Delivering agreed upon reports and communication of program results in a timely manner.
36. Meet with OGB staff in person or via teleconference, on at least a weekly basis to review and evaluate the Emergency Contract administration. This schedule may be modified by OGB.
37. Notify OGB within five business days of receipt of any class action notice and/or knowledge of other lawsuits related to the services provided hereunder in which the Contractor determines OGB could have an interest, and provide copy of such to OGB. Contractor is not authorized to file such claims on behalf of OGB without OGB's express written consent. The Contractor will provide Claims data and reporting to use

in filing for refunds or to participate in any such action or litigation at no additional costs.

38. Furnish to any Plan Participant the appropriate personal health statements (PHS), Explanation of Benefits (EOB) notices and notices of any denials for Claims. Contractor shall comply with the Advanced Explanation of Benefits requirements as outlined in the CAA, or its successor, and any regulatory requirements.

39. Perform financial functions such as billing, cash disbursements and refund processing.

40. The Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Emergency Contract and which are received by Contractor not more than one year following Emergency Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of this Emergency Contract during the one year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.

41. The Contractor will continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.

42. Assist OGB in preparation of any return or report pertaining to the Plan as required by any Federal Government Agency, and furnish OGB an annual report of information available to the Contractor which may be needed by OGB to satisfy any applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return. Such reporting includes the mandatory data reporting required by Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (P.L. 111-173) responsibility for which Contractor delegates to OGB. By OGB's acceptance of the delegation of the responsibility for Section 111 data reporting, OGB shall comply with all requirements for data reporting pursuant to Section 111.

43. At OGB's request, provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information should include all direct and indirect compensation paid by OGB to either the Contractor or a third-party subcontractor for providing services to the Plan.

44. Provide subrogation and reimbursement services for OGB, including outreach to Plan Participants, attorneys, risk management, and any other entity necessary to recoup subrogation and reimbursement payments. The Contractor will comply with

Attachment VI, Subrogation and Workers Compensation Process and Procedures when providing these services.

45. Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Document. OGB will review the draft prepared by the Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable Laws and regulations, before dissemination to its Primary Plan Participant(s). If any changes to the draft prepared by the Contractor are needed, OGB will request such changes in writing. The Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five business days. The Summary Plan Document must contain prior authorizations identified by the Contractor as necessary for the Enhanced Utilization Management Program.

46. Prepare a Summary of Benefits and Coverage (SBC) Document to be used by OGB. The Contractor will provide to OGB the SBC within 10 business days after it has received from OGB all the benefits information the Contractor needs to draft the document. The Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB's responsibility to review the draft prepared by the Contractor. If any changes to the draft prepared by the Contractor are needed, OGB will request such changes in writing. The Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five business days of the receipt of the request for changes. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable Laws and regulations. The Contractor will have no liability for any non-compliance of the document with the Law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.

47. Distribute to Primary Plan Participant(s) an SBC at the beginning of the Emergency Contract, upon extension of this Emergency Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by the Contractor placing electronic copies of the SBCs on the Contractor's OGB designated website.

48. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying the Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA

provisions. The Contractor's responsibilities shall include, but are not limited to: (1) answering inquiries from former Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) preparing reports for OGB on COBRA and USERRA cases.

49. The Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders (MCSO).

50. The Contractor will assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment, and disclosure accounting rights, as required by the HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) as described in **Attachment III, Business Associate Addendum**.

51. Work with Access Health to ensure the success of the Primary Care Capitation Program offered to qualified OGB members.

52. Enhanced Payment Integrity – The Contractor will implement a suite of new payment integrity audits. The Contractor will partner with vendors to perform these audits, including credit balance, data mining and Diagnosis-Related Group (DRG) audits. The Contractor's payment integrity vendors use advanced analytics to identify inappropriate provider billings and, after review, this Emergency Contractor will recoup them on behalf of OGB.

53. Enhanced Utilization Management – This initiative utilizes the Contractor's UM strategic partner to more tightly manage Musculoskeletal (MSK), Cardiac, Radiation Oncology and Radiology procedures. The Return on Investment (ROI) metric will follow clinical metrics schedule outlined under the performance guarantees.

54. Medical Oncology – The Contractor will explore engagement with a vendor that specializes in medical oncology management. The Contractor will establish collaborative relationships with the Contractor's oncology providers to promote evidence-based protocols, enhance Member access to coordinated and appropriate care, including palliation when necessary, and enhance Plan Participants' experience of care.

55. High-value Select Networks – The Contractor will make available additional high-performance network options for OGB. In Baton Rouge, the Contractor has partnered with Franciscan Missionaries of Our Lady Health System (FMOLHS) to offer a network including Our Lady of the Lake (OLOL), Woman's Hospital and Baton Rouge Clinic. In New Orleans, the Contractor has partnered with LCMC. Providers in these networks have extended significant additional discounts.

56. Telehealth- OGB's Plan Participants may access telehealth services via two potential methods:

a) BlueCare- The Contractor's supported telehealth platform. BlueCare provides OGB Plan Participants with access to telehealth benefits for episodic medical care (virtual access for non-acute or non-emergency medical needs) and for behavioral health (virtual therapy and psychiatry services for common mental health needs).
b) Network Providers with telehealth capabilities.

BlueCare visit summaries will be accessible to Plan Participants to share with their Primary Care Physician (PCP) via the BlueCare app or web service.

As with other Providers, the reimbursement rates and allowable charges for Network and Non-Network telehealth Providers are subject to change.

57. Behavioral Health: Contractor partners with providers to identify opportunities for improvement on key measures that support population health outcomes, such as HEDIS 7- and 30-day Follow-Up After Hospitalization for Mental Illness (FUH) and 30-day readmission.

58. Medical Action Plan – The Contractor has a multi-discipline work group focusing on cost reduction initiatives. New programs and policies are continually introduced to reduce costs.

59. Shared Savings and Bundled Payment Programs - The Contractor will provide a series of Value-Based payment models to encourage providers to provide high-quality, lower-cost care. Additionally, the Contractor will provide Shared Savings and Bundled Payment programs with some specialists. These programs/models must be included in any Performance Guarantees related to network, trend, and cost.

60. Best-in-Class Analytics – The Contractor will use data analytics to turn data into timely, actionable insight to enhance collaboration between insurers and doctors/hospitals, advance a Value-Based payment system with more accountability, increase transparency and improve patient engagement.

61. Clinical Care Model Evaluations – The Contractor will utilize Clinical Care Model evaluations to identify specific segments of OGB's Plan Participant population that are at risk and deploy targeted interventions to improve their overall health. This unique approach, led by the Blue Cross Medical Director, encourages evaluation of clinical ideas with a multi-disciplinary group of internal health plan experts to pilot clinical ideas and determine their feasibility and long-term viability. The team evaluates root cause analysis, identifies appropriate intervention(s), selects success metrics, controls group monitoring and pilots expansion, if applicable.

62. Healthcare Effectiveness Data and Information Set (HEDIS) and Quality Improvement – The Contractor will provide HEDIS measures. The provider will also provide the Quality Blue Primary Care (QBPC) program.

63. Hospital Quality Program – The Contractor will provide a Hospital Quality Improvement program that measures the performance of hospitals choosing to participate in the program against national evidence-based quality measures and ties their annual payment increase to their performance.

64. Physician Performance Reporting – The Contractor will produce Specialty Care Insight reports to physician groups in seven specialties, including cardiology, gastroenterology, general surgery, obstetrics and gynecology, orthopedic surgery, otolaryngology (ENT) and urology. These reports measure the performance of these groups for episodes of care and provide measures related to efficiency (cost of care) and effectiveness (quality of care) taken from administrative (Claims) data. Reports will be added for primary care physicians and additional specialties and the content of the report will be greatly enhanced to provide both individual providers and provider groups with more actionable information. The Contractor will communicate this enhanced information appropriately to Plan Participants to facilitate their decision-making.

65. Post-Emergency Room (ER) Visit Coordination – The Contractor will partner with providers to follow-up with Plan Participants who recently visited the ER. The providers are incented to reach out to Plan Participants to schedule follow-up appointments with their PCPs to improve care coordination and follow-up care, help prevent the Plan Participant from revisiting the ER or being admitted to the hospital and reducing the overall cost of care.

66. Integrated Behavioral Health (IBH) Pilot Program – The IBH pilot program which the Contractor will provide was developed as a partnership with a large QBPC provider group to place a behavioral health provider on the Plan Participant's primary care team. The IBH program requires that the primary care team reach specified target metrics around readmission rates, ER visits, post-hospitalization follow-ups and medication adherence.

67. Bridge to Care – The Contractor has recently developed an innovative method to engage Members. Bridge to Care leverages Plan Participant calls coming into the customer service call center to increase engagement in the Contractor's Care Management programs. Using analytics and technology, Bridge to Care will be utilized to unite Members to Care Management health coaches to improve health and care coordination.

68. Expert Guidance and Support – The Contractor's executive staff will provide OGB with consulting, advice and support services. The Contractor's actuarial and informatics staff will support OGB with product design questions and data requests.

69. Provide the following notices or information:

- Women's Health and Cancer Rights Act (WHCRA) Notices. The Contractor will provide a notice to Primary Plan Participant(s) under the Women's Health and Cancer Rights Act of 1998.
- HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
- HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor's HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact the Contractor's Privacy Department. OGB will prepare and the Contractor will provide OGB's HIPAA privacy notice to Primary Plan Participant(s). The Contractor will be responsible for all costs associated with printing HIPAA Privacy Notices.
- Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
- Notices Required by Patient Protection Affordable Care Act (PPACA) or Other Laws. Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal Law, unless Contractor assumes responsibility thereof in writing or under the Emergency Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act (GINA) notices, Michelle's Law notices, or COBRA notices.
- Plan to Participant Notification of the No Surprise Billing Act Notice in Explanation of Benefits;
- Upon request, the Contractor and the Contractor's third-party vendors will provide information in the Contractor or the Contractor's third-party vendors' possession to OGB and/or OGB designated vendors needed to complete a Mental Health Parity and Addiction Equity Act Comparative Analysis as required by Law.
- Prescription Drug Data Collection reports, but only as set forth below:
    1) The Contractor will submit the medical spending template (D2 template) and the P2 template (group health specific data) on behalf of OGB. Note that the D2 template includes aggregate data on all self-funded large group data, and Contractor does not provide or submit group-specific reports. P2 template identifies each unique Group Health plan and is the common thread to link all data files to a Group Health Plan.
    2) OGB will be responsible for submitting the premium and life years template (D1 template) and the pharmacy spending templates (D3-D8 templates).

Task (3): Network Services and Medical Claims Administration

1. Establish, arrange, and maintain physician allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians.
2. Provide network management services offering broad access (e.g., access to two primary care physicians within 15 miles; two specialists within 15 miles; and one hospital within 15 miles of 90% or greater Plan Participants) to primary care physicians, specialists, and hospitals. Network access should be provided with minimal disruption to primary care physicians, specialists, and hospitals currently utilized by Plan Participants.
3. Provide national network access to Providers, facilities, laboratories, and radiology services for all Plan Participants for all self-funded Plans other than the Magnolia Local Plan. Cover all emergency services at the in-network level as required by applicable Law.
4. Develop and/or maintain network options such as Value-Based Care networks, and narrow networks designed to enhance healthcare delivery, increase value, and improve Plan Participant experience.
5. Provide a national network of pharmacies for the Pelican HSA 775 Plan offering.
6. Support the high deductible health plan options (Pelican HSA 775 and Pelican HRA 1000) with an aggregate individual and family deductible and an embedded Out-of-Pocket maximum.
7. Provide Health Reimbursement Account and Health Savings Account Services (Pelican HSA 775 and Pelican HRA 1000) for respective Plan offerings.
8. Provide the highest quality Provider credentialing and re-credentialing services.
9. Maintain proven processes for evaluation, maintenance and re-evaluation of Providers for Value-Based care. Provide a method by which Plan Participants can identify Network Providers practicing Value-Based care.
10. Prohibit participating Providers from balance billing Plan Participants for covered services when requested charges exceed negotiated fees.
11. Provide administrative services for provider contracts that have been negotiated by OGB directly, at OGB's request. OGB, at its sole discretion, may enter into contracts with any provider for rendering health services to the self-funded health Plan. The Contractor will render administrative services and facilitate discussions with providers as necessary whether in the Contractor's network or out of the Contractor's network. All system programming and file data exchange services will be at the Contractor's expense.

12. Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, adjudication, and payment. The Contractor shall verify benefits and eligibility before paying Claims.
13. Provide a process for reimbursing Plan Participants through electronic submission and paper reimbursement forms.
14. Provide a full Claims file feed to all vendors designated by OGB including, but not limited to, OGB's actuary and third-party claims administrator of self-insured health Plans, as requested by OGB at no additional cost and in the format specified by OGB. File layouts will be provided at no cost to OGB.
15. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services (CMS) or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB will reimburse the Contractor for any payments remitted by the Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Prior to accepting a substantial settlement agreement on OGB's behalf, the Contractor must consult OGB and obtain prior written approval.
16. Process Claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by the Contractor.
17. The Contractor will make coverage determinations and decide, in accordance with the Plans, for which OGB retains final authority and responsibility for compliance with all applicable Laws, including, but not limited to, the Consolidated Appropriations Act, 2021 (CAA), and any regulations and amendments enacted, pursuant to Section 4 of this Emergency Contract, the eligibility for payment of Claims incurred and submitted to it during the term of this Emergency Contract.
18. Remit timely payment to providers.
19. Review, clarify, edit as necessary, and confirm the accuracy of all health Plan information included in the annual benefit guide and website as requested by OGB. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the request.
20. Communicate as necessary with those Plan Participants on Plan Participant disruption letters to those impacted by quarterly Formulary changes.
21. Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, adjudication, and payment.
22. Process run-on Claims for eligible OGB Plan Participants incurred prior to but not processed as of the effective date of this Emergency Contract at OGB's request.

23. Process Claims for eligible OGB Plan Participants incurred prior to but not processed as of the termination of this Emergency Contract and received not more than one year following Emergency Contract termination (run-off services). At OGB's request, the handling of such Claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate in transitioning such services to any successor appointed by OGB. Further, the Contractor will continue to process all Claims and appeals for Claims incurred prior to termination of this Emergency Contract during the one year run-off period following termination, unless otherwise transitioned to a successor appointed by OGB.
24. Provide membership eligibility/enrollment, co-payment/coinsurance and benefit coverage information, supplied by OGB or its designated agent in mutually agreed format, available to network Pharmacies on a weekly basis at the time of dispensing through the online electronic transmission link maintained between the Contractor and pharmacies to assure claims are processed appropriately.
25. Provide 24/7 access to an online portal, except for scheduled maintenance, to Plan Participants for activities such as Claim submission, account monitoring, communications requested and approved by OGB, Formulary for HSA Plan only, and any other information required by state and federal Laws. All outages in excess of one hour should be promptly reported to the Contract Monitor.
26. Provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific reporting, specific security view allowing access to only database records for Plan Participants.
27. Develop and implement cost-saving programs. All such initiatives are subject to OGB's approval prior to implementation and/or discontinuance.
28. Provide predictive and Plan Design modeling capabilities and tools that will assist OGB in assessing the financial impact and/or ROI of OGB's current Benefit Plan Design and any proposed benefit changes.
29. Provide benchmark comparison for clients similar to OGB or national comparisons.
30. Provide immediate notification upon receipt by Contractor of any non-routine CMS-related inquiries regarding OGB's self-funded ASO Plans and prepare response to such inquiries for OGB approval within the specified timeframe mutually agreed upon by the parties; submit such response upon OGB approval.
31. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document. The Contractor shall abide by the grievance and appeals procedures as stated in the annual Plan Document. The Contractor shall:
    a) For the first level of internal appeal, determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination,

within the timeframes required by Law. The Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five business days of receipt.

b) At the conclusion of the first level of internal appeal for benefit determination, the Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for benefit determination, the Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by Law, and issue timely decision notices in the appropriate format. Additionally, the Contractor will notify the Plan Participant in writing of any external review rights that may be available.

c) Unless otherwise requested by OGB in writing, the Contractor will facilitate OGB's external review procedures by randomly assigning an external review request sent by OGB to Contractor to one of the Contractor's contracted independent review organizations (IRO). The Contractor is responsible for complying with applicable Laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is administered consistently and in accordance with applicable Laws; provided, however, the Contractor will be responsible for ensuring Claims received by the Contractor are processed in accordance with the applicable laws and regulations.

   In the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five business days of receipt.

32. The Contractor shall notify OGB monthly if the Contractor has objected to a Notice of Independent Dispute Resolution (IDR) Initiation as not initiated within the time set forth by applicable Law.

33. The Contractor shall provide a quarterly report to OGB listing each IDR proceeding and IDR arbitrating entity that has been appointed involving an OGB Claim that was initiated, pending, or resolved during the prior quarter. Within thirty 30 days after each calendar year, the Contractor shall provide a report to OGB aggregating the previous four quarterly monthly reports.

Task (4): Wellness and Population Health Management, Including Disease Management

1. Conduct Utilization Review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities.
2. Provide population health program for Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease (COPD), Coronary Artery Disease (CAD), Congestive Heart Failure (CHF), Asthma, and Diabetes. The Contractor will provide Population Health services designed to improve health outcomes for Plan Participants.
3. Population Health Management services must, at minimum, provide the following services:
    - Measure and determine current population risk factors – baseline;
    - Program and program development to mitigate and improve baseline and ongoing risk factors;
    - Monthly reporting dashboard;
    - ROI measurement for programs implemented;
    - Access to standard reporting packages; and
    - Designated Medical Director assigned to review trends and assist in long-term strategy for Population Health Management.
4. Wellness Program services must, at minimum, include the following:
    - 24/7 online program for Members and administration;
    - Preventive care tracking;
    - Biometric data collection – onsite and PCP;
    - Health coaching capabilities; and
    - Incentive tracking capabilities.
5. Assist OGB with its current Wellness Program (Live Better Louisiana Program) by giving Plan Participants resources to help them better monitor their health. To perform health assessments for Plan Participants and provide results to Primary Plan Participants.
6. Provide at least two dedicated nurses to perform services that assist with population health.
7. Provide Value-Based programs that will improve the quality of care.

Deliverables

The Deliverables listed in this section are the minimum required from the Contractor. Additional Deliverables may be included at the time of Emergency Contract award or as mutually agreed upon.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Quarterly Plan Dashboard to include data, such as financial experience, Claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Q1: Due April 30, 2026 Q2: Due July 30, 2026 Q3: Due October 30, 2026 and Q4: Due January30, 2027
Financial Experience	Monthly Premium Income and Claims Utilization Experience.	Within 15 calendar days after the end of each month.
Claims Turnaround Time	Monthly percentage of electronic and non-electronic Claims paid within 30 days of receipt.	Within 15 calendar days after the end of each month.
Telephone Abandonment Rate	Monthly percentage of calls where the caller hangs up before speaking to a live voice.	Within 15 calendar days after the end of each month.
Primary Care Physician (PCP) Turnover Rate	Monthly percentage of PCPs leaving the network voluntarily or involuntarily during the month. Details of how many PCPs leaving voluntarily or involuntarily will also be provided.	Within 15 calendar days after the end of each month.
Grievance Log	Number of appeals and grievances filed during the month. A detailed monthly report is required listing all appeals and grievances and the current status of each.	Within 15 calendar days after the end of each month.
Plan Participant - Level Enrollment Accuracy	CY 2026 percentage of Plan Participant updates within two business days of receipt of a complete eligibility file submission.	Within 15 calendar days from the end of CY 2026.
Claims Processing Accuracy	Monthly percentage of Contractor audited Claims processed accurately the first time.	Within 15 calendar days after the end of each month and CY 2026.

Financial Payment Accuracy	Monthly and CY 2026 percentage of Contractor audited Claims dollars paid accurately.	Within 15 calendar days after the end of each month and CY 2026.
Abandoned Call Rate	Monthly and CY 2026 percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition (IVR) system.	Within 15 calendar days after the end of each month and CY 2026.
Plan Participant Written Inquiry Timeliness	Monthly and CY 2026 percentage of Plan Participant written inquiries answered within seven business days.	Within 15 calendar days after the end of each month and CY 2026.
Average Speed to Answer (ASA)	Monthly and CY 2026 average lag time to answer by live voice; percentage of Plan Participants who wait more than 60 seconds to speak with a live customer service representative.	Within 15 calendar days after the end of each month and CY 2026.
Primary Plan Participant(s) ID Card Timeliness	Monthly and CY 2026 number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within 15 calendar days after the end of each month and CY 2026.
Data Reporting Timeliness	All required data denoted in **Attachment IV, Records Retention Schedule** must be submitted to OGB within 10 days of the following month.	Within ten calendar days after the end of each month being reported.
Subrogation	Monthly and CY 2026 reporting in accordance with **Attachment VI, Subrogation and Workers' Compensation Process and Procedures**.	Within 15 calendar days after the end of each month and CY 2026.
Reports in Response to Audit Requests	Description will be provided at the time of the request.	Ad Hoc
Account Satisfaction		

Overall Primary Plan Participant(s) Satisfaction Survey	Conduct CY 2026 Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within 30 calendar days after the end of CY 2026.
OGB Satisfaction Survey	Conduct CY 2026 OGB satisfaction survey and report results to OGB.	
Population Health Management		
Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management for the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period I:** Due: June 30, 2026 **Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.
Semi-Annual Claimants Cost Report	Plan Participants accumulating > $75,000 YTD. The report will include the number of Plan Participants, number new to report versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid Claims, and distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants) from the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period I:** Due: June 30, 2026 **Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.
Semi-Annual Diabetes Adverse Events Report	Disease-related inpatient admits, outpatient services, and/or emergency	**Report Period I:** Due: June 30, 2026

	room visits for Plan Participants ages 18-64 with Diabetes for the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.
Semi-Annual Coronary Artery Disease (CAD) Adverse Events Report	Disease-related inpatient admits, outpatient services, and/or emergency room visits for Plan Participants ages 18-64 with CAD from the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period I:** Due: June 30, 2026 **Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.
Semi-Annual Diabetes Prevention Program (DPP) Performance Report	Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, Claims impact, and health status (i.e., BMI, weight, etc.) for the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period I:** Due: June 30, 2026 **Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.

Mental Health 30-day follow up	Monthly percentage of Plan Participants who have a follow-up evaluation and management visit within 30 days of discharge.	Within 15 calendar days after the end of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage and number of Plan Participants engaging with on-site nurse in report period, both broken down by month.	Within 15 calendar days after the end of each quarter.
Population Health	Quarterly eligible, referred, enrolled and engagement statistics, and associated clinical indicators.	Within 15 calendar days after the end of each quarter.
Readmissions Rate	Quarterly readmission rates for inpatient admits, including diagnosis within 30 days, 90 days, and 120 days.	Within 15 calendar days after the end of each quarter.
Inpatient Reviews	Quarterly number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within 15 calendar days after the end of each quarter.
Clinical Trend Report	Quarterly list of the 25 most common inpatient diagnoses (charges and paid) and outpatient diagnoses (charges and paid) For both in and out patient, include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate.	Within 15 calendar days after the end of each quarter.
Preventive Care	Annual number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	January 15, 2027

Cost Savings Report	Annual cost savings information for Care Management, Disease Management, wellness, Utilization Management, and any other programs implemented to improve health outcomes of Plan Participants in CY 2026. The Utilization Management reporting will include detailed savings metrics for the utilization and wellness management programs.	July 31, 2027
Disease Management Activity Report	Monthly Activity Report broken out by line of business (LOB) to include, but not limited to, Plan type and status.	Within 15 calendar days after the end of each month.
Trend Guarantee	The Contractor will provide OGB with a mutually agreed upon settlement report for the trend guarantee for CY 2026.	Due by July 31, 2027.
Performance Guarantees Report		
Performance Guarantees	A detailed monthly and CY 2026 report including metrics for the performance guarantees set forth in this Emergency Contract.	Within 30 calendar days after the end of each month and CY 2026.
Over-Utilization Reports		
ALERT	Quarterly report on over-utilization or abuse by Plan Participant or provider, fraud, etc. with the number of cases identified and disposition, and the number of cases under review.	Within 45 calendar days after the end of each quarter.
Fraud and Abuse	Quarterly report on the financial impact of identified fraud and abuse.	Within 45 calendar days after the end of each quarter.
Network Management Reports		

Overall Network Discounts	Monthly and CY 2026 report illustrating the overall discount received by specialty and by region of the state as specified by OGB.	Within 30 calendar days after the end of each month and CY 2026.
Geo Access	Semi-annual report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and Physician for the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period I:** Due: June 30, 2026 **Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.
Other Coverage	Monthly report of Plan Participants who have other coverage (i.e. Medicare or other commercial coverage).	Within 15 calendar days after the end of each month.
50 Most Utilized Providers	Quarterly and annual list of 50 most utilized Network Providers in Louisiana 1) by specialty, 2) per region of the state, 3) by number of evaluation and management visits and 4) by total allowed charges.	Reports due Q1 Due: April 15, 2026, Q2 Due: July 15, 2026, Q4 Due: October 15, 2026, and Q4 Due: January 15, 2027
25 Most Utilized Facilities	Semi-annual report listing the top 25 most utilized facilities by number of admissions, average length of stay, 30, 90, and 120 day readmission rate and 30 day outpatient follow-up rate for the following periods: **Period I:** January 1, 2026 – June 15, 2026 **Period II:** June 16, 2026 – December 31, 2026	**Report Period I:** Due: June 30, 2026 **Report Period II:** Due: January 15, 2027 ***Note:*** 15% of the Administrative Fee payment for the month in which the report is due will be withheld until the performance guarantee reports are provided to OGB.

Network Providers	Quarterly report including a detailed listing of the number of providers and facilities in-network by type, facility and provider terminations during the reporting period by type, and new and re-contracted providers and facilities by type during the reporting period.	Within 30 calendar days after the end of each quarter.
In vs. Out-of-Network Analysis	Quarterly report including Network Providers versus Out-of-Network Providers analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within 45 calendar days after the end of each quarter.
Disruption Notification		
Network Disruption Notification	Provide at least 60 days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within 60 calendar days of any change to network.
Independent Assurances		
Independent Assurances	The Contractor shall supply OGB with an exact copy of the SOC 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations and/or HITRUST report, as described in Section 36 and for the period of January 1, 2026 – December 31, 2026, due on March 31, 2027. Contractor shall also provide a bridge letter to OGB for the period of January 1 - June 30, 2026 no later than July 31, 2026.	Due March 31, 2027. The bridge letter covering the period of January 1 - June 30, 2026 will be due July 31, 2026.
Unclaimed Property Report		

Unclaimed Property	CY 2026 report listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30, 2027.
Rebates		
Rebate Checks	Quarterly report providing OGB with applicable rebates for injectable drugs. Provide OGB with applicable rebates for the HSA plan offering. Provide breakout details for said rebates including respective health plans the rebate is derived.	Within 45 calendar days after the end of each quarter, during the quarter that rebates check(s) issued.
No Surprises Act		
IDR Quarterly Claim Notification Reporting	Quarterly report listing each Independent Dispute Resolution proceeding in the prior quarter. At a minimum, this report will include the following: • File Date(s); • Name(s) of Provider, Facility, or Provider of Air Ambulance Services; • Date of Claim(s); • IDR entity/entities; • Claim(s) amount(s); • Status of IDR as Pending or Resolved; and • Award amounts.	Within 15 calendar days after the end of each quarter.
IDR Annual Claim Notification Reporting	CY 2026 report aggregating the information provided in the IDR Quarterly Claim Notification Reporting.	Due January 31, 2027.
IDR Payment Determination	The Contractor will submit written notice to OGB providing the following: • the QPA or the initial payment amount; and • the final award amount.	No longer than 30 calendar days from the end of each month.

Revenue Reports		
Payment of Revenues Identified in the Initial Revenue Report	Render payment of all Revenues directly attributable to this Emergency Contract to OGB that were collected in the calendar year covered by the Initial Revenue Report.	Within 30 days of filing the Initial Revenue Report.
Payment of Revenues Identified in the Final Revenue Report	Render payment of all Revenues directly attributable to this Emergency Contract to OGB that were collected in the calendar year covered by the Final Revenue Report.	Within 30 days of filing the Final Revenue Report.
Initial Revenue Report	CY 2026 report detailing any known Revenues outside the administration fee related to this Emergency Contract for the preceding calendar year, by source.	Submit to OGB and the Louisiana House and Senate Committees on Insurance by April 1, 2027 for CY 2026. For CY 2026, the Initial Revenue Report is due by April 1, 2027.
Final Revenue Report	CY 2026 report updating and supplementing as appropriate any information not reported in the Initial Revenue Report to ensure that all revenues for the preceding calendar year are reported.	Submit to OGB and the Louisiana House and Senate Committees on Insurance by June 30, 2027 for CY 2026.

Performance Guarantees

The following performance guarantees are the minimum acceptable standards for this Emergency Contract. The following clinical performance guarantee metrics shall be reported and reconciled for CY 2026 using claims data paid through June 30, 2027, and paid automatically by August 15, 2027: Trend, Discount, Minimum Overall Network Discount, Enhanced Payment Integrity, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction. As for Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, 15-day Readmission Rate, Mental Health 30-day follow-up visit after discharge, and Enhanced Utilization Management Program, these metrics shall be reported and reconciled for CY 2026 using claims data paid through April 30, 2027, and paid automatically by August 15, 2027. Unless otherwise specified, all other performance guarantee metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor.

All other performance guarantee penalties owed to OGB shall be paid within 90 days after the end of the calendar year. Penalties owed by the Contractor will be paid automatically and will not need to be requested.

Performance Guarantees: The Contractor will be subject to the performance standards and those detailed in **Attachment I, Statement of Work.**

Audit: OGB reserves the right to audit performance guarantee reports. A third party may be utilized to perform this audit without limitation of the Statement of Work.

Measurement Periods: Calendar year (CY) 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Performance Year: For the Trend, Discount, Minimum Overall Network Discount, Enhanced Payment Integrity, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction performance guarantees, the performance year includes Claims with dates of services from January 1, 2026 - December 31, 2026 that have been paid by June 30, 2027.

For Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, 15-day Readmission Rate, Mental Health 30 Day follow-up visit after discharge, and Enhanced Utilization Management Program performance guarantees, the performance year includes claims with dates of services from January 1, 2026 through December 31, 2026 that have been paid by April 30, 2027.

Metric	Performance Standard	Penalty Percent of Total Administrative Fee at Risk for 2026	Time Period	Penalty Payment Due
Independent Assurances				
Independent Assurances	The Contractor shall supply OGB with an exact copy of the SOC 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations as described in Section 37 and for the period of January 1, 2026 – December 31, 2026 on March 31, 2027. The Contractor shall also provide a bridge letter to OGB for the period of January 1 – June 30, 2026 by July 31, 2026.	$1,000 per day	Due March 31, 2027. The bridge letter covering the period of January 1-June 30, 2026 will be due July 31 , 2026.	
Plan Participant and Billing				
Plan Participant-Level Enrollment Accuracy	98% or greater of Plan Participant updates within two business days of receipt of a complete eligibility file submission.	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
Claims Operations				
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027

Financial Accuracy	97.5% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
Customer Service				
First Call Resolution	80% or greater of Plan Participant calls resolved on the first call.	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
	Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).		Reported Quarterly; Reconciled Annually	April 1, 2027
Abandoned Call Rate	Less than or equal to 5% abandonment rate as a percent of all calls dis-connected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
Plan Participant Written Inquiry Timeliness	95% or greater of all written inquiries will be answered within seven business days.	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.50%	Reported Quarterly; Reconciled Annually	April 1, 2027

Account Satisfaction				
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%	Reported Quarterly; Reconciled Annually	April 1, 2027
OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2026.	2%	Reported Quarterly; Reconciled Annually	April 1, 2027
Financial				
*Trend Guarantee	The Contractor will provide a trend guarantee for CY 2026.	20.6%	Claims with date of service in CY '26 AND paid on or before 6/30/2027	August 15, 2027
**Discount Guarantee	The Contractor guarantees a 64.5% discount.** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services divided by covered billed charges for In and Out-of-Network Claims. To be measured annually. Any shortfall will require a dollar for dollar payment up to the guaranteed discount amount.	Dollar for dollar payment for any shortfall Capped at 100% of the Administrative Fee	Claims with date of service in CY '26 AND paid on or before 6/30/2027	August 15, 2027
***Enhanced Payment Integrity	The Contractor will partner with vendors to perform payment integrity audits,	The Contractor guarantees a 2:1 ROI beyond	Claims with date of service in CY '26 AND	August 15, 2027

	including credit balance, data mining and DRG audits.	the required guarantees.	paid on or before 6/30/2027	
Reporting and Analytics				
Overall Reporting Requirements	The Contractor agrees to provide 90% or greater of all reports listed in this Emergency Contract by the required timeframe stated in this Emergency Contract.	2.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at least 91% of the time.	2.50%	Reported Quarterly; Reconciled Annually	April 1, 2027
Provider Contracting and Network				
****Minimum Overall Network Discounts (all services)	The Contractor will guarantee a 64.7% network discount for Louisiana Network Providers, excluding pharmacy.**** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services divided by covered billed charges. The Contractor will provide a discount report illustrating the overall discount achieved.	15%	Claims with date of service in CY '26 AND paid on or before 6/30/2027	August 15, 2027
Population Health Management				
Diabetes Adverse Events	The Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants	2%	Claims with dates of service in CY '26 AND	August 15, 2027

	ages 18-64 with Diabetes as mutually agreed by OGB and Contractor. The adverse events for each Plan year shall be equal to or less than the BCBS governmental benchmark adverse events		paid by 4/30/2027	
Coronary Artery Disease Adverse (CAD) Events	The Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD as mutually agreed by OGB and Contractor. The adverse events for each Plan year shall be equal to or less than the BCBS governmental benchmark adverse events	2%	Claims with dates of service in CY '26 AND paid by 4/30/2027	August 15, 2027
15-day Readmission Rate	Readmission rates will be based on "like events" ages 18-64.	2%	Claims with dates of service in CY '26 AND paid by 4/30/2027	August 15, 2027
Mental Health 30 day follow-up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow-up visit within 30 days of discharge.	2%	Claims with dates of service in CY '26 AND paid by 4/30/2027	August 15, 2027
Dedicated Nurses	Two nurses dedicated solely to OGB.	2%	CY '26	April 1, 2027

*****Utilization and Wellness Management Programs	On an annual basis, the utilization and wellness management programs (prior authorizations, Disease Management, Live Better Louisiana, etc.) must have a savings of 1.5:1 demonstrated using OGB's own Claims experience. If ratio is not 1.5:1 the Contractor will owe OGB the difference.	1.5:1 ROI or the difference is owed to OGB Capped at 100% of the Administrative Fee	Claims with dates of service in CY '26 AND paid by 4/30/2027	August 15, 2027
Enhanced Utilization Management Program	The Contractor will utilize UM Strategic partner to more tightly manage Musculoskeletal (MSK), Cardiac, Chart Check, and Radiation Oncology Utilization Management Programs.	The Contractor guarantees a 3:1 ROI for these programs in aggregate above required guarantees.	Claims with dates of service in CY '26 AND paid by 4/30/2027	August 15, 2027
Specialty Drugs in Self-Funded Health Plan				
Trend cost guarantee, mutually agreed upon, at the Health Care Cost Procedure Code level on the drug classes included in the site of care service program.	The baseline will be average unit cost based on historical Claims experience for 2025.	2.5%	Claims with dates of service in CY '26 AND paid by 6/30/2027	August 15, 2027
Utilization reductions in mutually agreed targeted therapeutic classes.	At a minimum, 75% of new patients meeting criteria will be serviced in facilities, providers offices, or home that have pricing parity (meaning moved away from outpatient hospital setting)	2.5%	Claims with dates of service in CY '26 AND paid by before 6/30/2027	August 15, 2027

*The trend guarantee will have six month run-out period for the base year, CY 2025, and CY 2026. The 2026 trend will be calculated by calculating CY 2025 and CY 2026 Per Member Per Month (PMPM) applying the conditions listed below and dividing the CY 2026 PMPM by the CY 2025 PMPM. Then subtract one and multiply by 100. Below are sample calculations:

Year	Actual PMPM	Resulting Performance Trend
2025	$400	
2026	$420	5%

The following conditions apply:

- Excludes Claims associated with additional coverage added in CY 2026 above and beyond CY 2025.
- Excludes the amount in excess of $100,000 for any Members with Claims greater than $100,000 for both the CY 2025 and CY 2026.
- Includes all paid fee for service Claims.
- Excludes Pharmacy Benefit Manager and Medical Specialty Prescriptions.

** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services divided by covered billed charges for Network Providers' and Out-of-Network Providers' Claims. The calculation will exclude PBM pharmacy Claims, charges for ineligible and non-covered services, and Claims where OGB is secondary.

*** The Contractor will deploy new vendor resources to identify and recover provider overpayments using data analytics to identify inappropriate provider billing. By July 31, 2027, Contractor will provide a detailed report of the adjusted Claims and associated Claims savings identified between January 1, 2026 and December 31, 2026, and recovered by June 30, 2027. If savings are greater than two-times the fee charged, Contractor owes nothing. If the savings are less than two-times the fees charged, the Contractor will pay OGB the difference.

The Contractor pays vendors a percent of savings of fees recovered. As OGB's savings grows, the Contractor's payments to vendor increases. The Contractor agrees to not pass on any fee to OGB.

**** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by Network Providers for covered services divided by covered billed charges. The calculation will exclude PBM pharmacy claims, Claims from providers outside of Louisiana, charges for ineligible and non-covered services, Claims where OGB is secondary, and Out-of-Network Provider Claims.

***** The 1.5:1 ROI for Utilization and Wellness Management programs includes Care Management, Disease Management, and Standard/Enhanced Utilization Management

programs. ROI will be calculated annually using industry standard advanced analytics concepts and methodologies.

NOTE: Any Shared Savings, Bundled Payment Programs, and Value-Based payment models or programs must be included in any Performance Guarantees related to network, trend, and cost.

ATTACHMENT II: ADMINISTRATIVE FEE

The Administrative Fee listed below is fully-burdened and inclusive of all Emergency Contract costs and expenses.

	Fixed Monthly Administrative Fee (Per Primary Plan Participant Per Month)
January 1, 2026 – December 31, 2026	[redacted]

ATTACHMENT III: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the Addendum) is entered into effective the _____ day of _____, 202__ (the "Effective Date"), by and between Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc. (Business Associate) and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity"), and adds to the Agreement or Contract with the effective date of January 1, 2026, entered into between Covered Entity and Business Associate (the "Agreement").

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities or arranges for such on behalf of Covered Entity involving the use and/or disclosure of protected health information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity (PHI); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HHS), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act (HITECH) (collectively HIPAA).

Covered Entity and Business Associate, therefore, agree to the following terms and conditions set forth in this Addendum.

1. *Definitions*. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.

2. *Compliance with Applicable Law*. The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable Laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.

3. *Uses and Disclosures of PHI*. Except as otherwise limited in the Agreement or this Addendum, Business Associate may, and shall ensure that its directors, officers, employees, contractors, subcontractors, vendors, and agents use or disclose PHI only as follows:

(a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

(c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.

(d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.

(e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.

4. *Required Safeguards to Protect PHI*. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI (ePHI) on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. *Reporting to Covered Entity*.

As soon as reasonably practicable (but not more than forty-eight (48) hours) from the time Business Associate becomes aware, Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum when the use or disclosure involves 500 or more Plan Participants, including breaches of unsecured PHI in accordance with the Breach

Notification Rule (45 CFR Part 164, Subpart D), and any Security Event of which it becomes aware that may constitute a breach of unsecured PHI. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification, and mitigation activities, and, in the event such use, disclosure or Security Event occurred while the PHI was in the possession of or control of Business Associate or Business Associate's subcontractors, or occurred due to the actions or inactions of Business Associate or Business Associate's subcontractor, Business Associate shall be responsible for all reasonable costs incurred by Covered Entity for those activities.

For any use or disclosure of PHI not provided for by this Addendum, regardless of the number of Plan Participants involved except as provided for in the last paragraph of this Section 5, Business Associate shall complete a breach risk assessment to ascertain the probability that PHI has been compromised within twenty (20) calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Addendum. Business Associate shall provide the breach risk assessment to Covered Entity within twenty-one (21) calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI. Security Event is defined in the OTS Information Security Policy as an observable event, or collection of events, that may indicate a potential incident and shall be reviewed or investigated and may or may not be required for promotion to an Incident. Information Security - Louisiana Division of Administration (la.gov).

All uses and disclosures of PHI that are determined to be a low risk of harm to the individual will be reported on a monthly basis. This monthly report will include a summary of the risk analysis and any mitigation efforts undertaken. For purposes of this Addendum, a use and disclosure of PHI will be considered to be a low risk of harm if Business Associate determines that there is a low probability that the PHI of an individual has been compromised. Business Associate will make determinations regarding the probability of risk in good faith and in accordance with guidelines set forth in HIPAA.

6. *Notifications and Reporting to HHS.* Following a breach of unsecured PHI that occurs while in the possession of or in the control of or being transmitted by Business Associate or Business Associate's subcontractors, Business Associate shall send the required notifications to plan participants, news media outlets, and the Secretary as required by HIPAA. Covered Entity acknowledges a subcontractor or downstream entity providing such notification meets the notification obligations of the Business Associate. When a notification will be made by Business Associate, Business Associate shall consult with Covered Entity's HIPAA Privacy Officer prior to publishing a notification in a prominent media outlet and provide Covered Entity with a copy of the final publication one business day before date of publication. When the notification will be made by Business Associate's subcontractor, Business Associate shall consult with Covered Entity's HIPAA Privacy Officer to the extent practicable prior to publishing a notification in a prominent media outlet and provide Covered Entity with a copy of the final publication one business day before date of publication. Business Associate shall provide Covered Entity with

copies of notifications sent to plan participants five business days before sending the notification(s). When Business Associate submits notifications to the Secretary, Business Associate shall provide Covered Entity with copies of notifications submitted to the Secretary within three business days of submission. To the extent practicable, when Business Associate's subcontractors submit notifications to the Secretary, Business Associate shall provide Covered Entity with copies of the notifications within three business days of submission.

7. *Mitigation of Harmful Effects*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

8. *Agreements with Third Parties*. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

9. *Access to Information*. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI held in a Designated Record Set by Business Associate, Business Associate shall within five days forward such request to Covered Entity.

10. *Availability of PHI for Amendment*. Within 10 days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI it maintains in a Designated Record Set unless there is a valid reason for denial as set forth in 45 CFR 164.526.

11. *Documentation of Disclosures*. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide Covered Entity with the following

information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

12. *Accounting of Disclosures*. Within 10 days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity information collected in accordance with Section 10 of this Addendum, to permit Covered Entity to respond to the request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within five days forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

13. *Other Obligations*. To the extent that Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligation. Such obligations include but are not limited to Covered Entity's obligations to provide breach notifications.

14. *Availability of Books and Records*. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of determining Covered Entity's compliance with HIPAA for the term of this Agreement and for six years following the final payment under the Agreement.

15. *Effect of Termination of Agreement*. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, at its expense and within sixty (60) days of the termination, all PHI owned by or belonging to Covered Entity as provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement. When return of PHI is not feasible, Business Associate will identify any of Covered Entity's PHI, including any that Business Associate has disclosed to subcontractors or agents, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or

destruction of such information infeasible. Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of services and this Agreement. Business Associates' obligations as it relates to breach and notifications for this PHI as set forth in this Agreement will also be continuous and survive termination.

16. *Breach of Contract by Business Associate*. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

17. *Indemnification*. Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. Covered Entity will promptly notify Business Associate of any such claim if Covered Entity is aware of such claim. Covered Entity agrees to assist and cooperate in the defense of such claim. This Section 17 of the Addendum shall survive the termination of the Agreement or this Addendum.

18. *Exclusion from Limitation of Liability*. To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 18 of the Addendum shall survive the termination of the Agreement and this Addendum.

19. *Injunctive Relief*. Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

20. *Third Party Rights*. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

21. *Owner of PHI*. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

22. *Changes in the Law*. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

23. *Judicial and Administrative Proceedings*. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five business days by providing a copy of such and any applicable comments prior to the Business Associate responding to the request. Covered Entity shall have the right to control Business Associate's response to such request.

24. *Conflicts*. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum effective the day and year first above written.

STATE OF LOUISIANA **OFFICE OF GROUP BENEFITS**	**CONTRACTOR**
By: _____	By: _____
Signature	*Signature*
Heath Williams	_____
Printed Name	*Printed Name*
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ATTACHMENT IV: RECORDS RETENTION

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. ^^
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. ^^
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. ^^
4	Group Benefits Policy & Planning Board Reports	ACT + 10 CY	0	ACT + 10 CY	M	S	N	V	ACT= Until end of CY in which OGB ceases to exist. **
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. ^^
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted. ^^
9	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received. ^^

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent
** = May be part of an Imaging/Electronic Exception.
^^ = May be part of an Imaging/Electronic Survey.

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

Tommy League — Agency Approval
1-7-2020 — Date Signed
Susan E. Hipple, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Finance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	R	N	V	ACT = until the end of the FY in which created^^
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received^^
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received^^
4	Official Premium Rate Schedules	ACT + 10 CY	0	ACT+ 10 CY	P	S	N	V	ACT= until end of the CY in which the OGB ceases to exist**
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created^^
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created^^
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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CY – Calendar Year (Jan 1 – Dec 31)
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PERM – Permanent
** = May be part of an Imaging/Electronic Exception.
^^ = May be part of an Imaging/Electronic Survey.

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Tommy Teague — Agency Approval
1-7-2020 — Date Signed
Susan C. Hopkins, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804
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Agency No	Agency / Division / Section
003.005	**Division of Administration / Office of Group Benefits / Administration -- Communications**

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Annual Enrollment Member Guides	ACT + 10 CY	0	ACT + 10 CY	P	D	N	I	ACT = until the end of the CY in which OGB ceases to exist**
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created^^
4	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created^^
5	Agency/Member Memos on OGB Policies/Procedures Changes	ACT + 10 CY	0	ACT + 10 CY	P	D	N	V	ACT = until the end of the CY in OGB ceases to exist**
6	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created^^
7	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which OGB ceases to exist**

Permitted Retention Period Abbreviations
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S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

Tommy Teague — Agency Approval
1-7-2020 — Date Signed
Duane C. Kazubowski, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State
Division of Archives, Records Management and History
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency**
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends**
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received^^
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
7	OGB Visitor Logs/Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created^^
8	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created^^
9	Records Management Files (Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which OGB ceases to exist. **

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
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FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent
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Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Tammy Hagan — Agency Approval
1-7-2020 — Date Signed
Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

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Louisiana Secretary of State
Division of Archives, Records Management and History
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated**
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends^^

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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
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Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

Tommy Teague — Agency Approval
1-7-2020 — Date Signed
Suzanne P. Hopper, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Agency Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Participation Schedules	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**
2	OGB Member Collections Notices & Supporting Documents	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**
3	OGB Member Appeals & Supporting Documents	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	ACT + 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of CY in which OGB ceases to exist**

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D- Review by State Archives/Electronic
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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
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I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Tammy Teague — Agency Approval
1-7-2020 — Date Signed
Susan C. Hoppler, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
2	Designation Forms (OBG Coordinator, Agency Master User, Invoice Contact) (GB-74, GB-75, GB-78)	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which OGB ceases to exist. **
3	OGB Member Correspondence	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
4	Daily Work Papers (includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff)	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created ^^

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Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

Tammy League — Agency Approval
1-7-2020 — Date Signed
Suzanne E. Doppler, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received ^^
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
8	TPA Health and Pharmacy Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **

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C – Confidential Information

Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
D- Review by State Archives/Electronic
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

Tommy Teague — Agency Approval
1-7-2020 — Date Signed
Susan E. Hoppler, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

Records Retention Schedule

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Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received ^^
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received ^^
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	ACT+ 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of the CY in which OGB ceases to exist. **

Permitted Retention Period Abbreviations
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State Records Center Use
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N - No

Vital Record Identification Code
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Agency Abbreviations
OGB = Office of Group Benefits

Tammy Teagan — Agency Approval
1-7-2020 — Date Signed
Duane E. Gordon, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the report or deliverable was received ^^
3	Flexible Spending Arrangement Enrollment/Stop Form (GB-2)	ACT+ 10 CY	0	ACT + 10 CY	M	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **

Permitted Retention Period Abbreviations
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Archival Processing Codes
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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — 1-7-2020 Date Signed — Secretary of State, State Archives & Records Services, CRM — 1-8-2020 Date Approved

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Filing Deadline Mail Records	ACT + 3 CY		ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. ^^
2	Live and Event Claims Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
3	Field and Audit Reports	ACT + 5 CY		ACT+ 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. ^^
4	Health Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
5	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
6	Medical Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
7	Pre-determinations	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
8	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
9	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **

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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — Date Signed: 1-7-2020

Secretary of State, State Archives & Records Services — Date Approved: 1-8-2020

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
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10	Paid in Vouchers	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
11	Flexible Benefit Master File	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
12	Hospital Audits, Statistical Reports and Work Papers	ACT + 5 CY		ACT+ 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. ^^
13	Fraud and Abuse Case Files and Logs	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
14	Health Claim Audits and work papers (including over $500 plan Member check Audits)	ACT + 5 CY		ACT + 5CY	C	S	N	I	ACT = until the end of the CY in Audit is completed. ^^
15	Special Reports (Outlier, Check Cycle)	ACT + 10 CY		ACT + 10CY	M	S	N	I	ACT = until the end of the CY in which report is run. ^^
16	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10CY	C	S	N	I	ACT = until the end of the CY in which OGB ceases to exist. **
17	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
18	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **

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Agency Abbreviations
OGB = Office of Group Benefits

Tommy Teague — Agency Approval — 1-7-2020 Date Signed

Susan E. Hayden, CRM — Secretary of State, State Archives & Records Services — 1-8-2020 Date Approved

Records Retention Schedule

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Division of Archives, Records Management and History
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
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19	Preferred Provider Option/Exclusive Provider Option Contracts	ACT + 5 CY		ACT + 5CY	M	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
20	Logic Approvals	ACT + 3 CY	7CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires. **
21	Adjusted Batch Listings	ACT + 7 CY		ACT+ 7CY	M	S	N	I	ACT = until the end of the CY in which plan expires. **

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Agency Abbreviations
OGB = Office of Group Benefits

Tammy League — Agency Approval
1-7-2020 — Date Signed
Suzanne E. Jacobs, CRM — Secretary of State, State Archives & Records Services
1-8-2020 — Date Approved

ATTACHMENT V: IMAGING SYSTEM SURVEY

IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within 30 days of this Emergency Contract's effective date, the Contractor shall complete a State Archives Imaging System Survey (System Survey) and forward to OGB.Records@la.gov[1], or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series[2] maintained/managed by Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's back up procedures including location of back-up (on or off-site) and number of existing images; and
7. The Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that the Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within 90 days of the change. To ensure compliance with this rule, the Contractor shall notify the Records Officer of these changes within 60 days so that he or she may forward the appropriate information to the Secretary of State.

[1] If OGB makes a different designation, OGB will notify Contractor of the change and provide updated contact information.

[2] A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in Contractor's imaging survey should correspond to the records series listed on the OGB official **Record Retention Schedule, Attachment IV.**

ATTACHMENT VI: SUBROGATION AND WORKERS' COMPENSATION

PROCESS AND PROCEDURES

I. SUBROGATION AND WORKERS' COMPENSATION PROCESS STATEMENT

In addition to the applicable terms and conditions of this Emergency Contract effective January 1, 2026, between State of Louisiana, Office of Group Benefits (OGB), and the Contractor, the following Process and Procedures (the "Process and Procedures") shall apply:

If the Contractor becomes aware of any action taken by a Plan Participant to attempt to collect any sums against any person or entity responsible for the disease, illness, accident, or injury for which benefits were issued—e.g. subrogation, other third-party recovery, reimbursement claim, or workers' compensation case (hereinafter collectively referred to as "subrogation")—Contractor shall use its standard processes and procedures as outlined herein to attempt to recover any paid benefits related to the disease, illness, accident, or injury.

Any use or disclosure under this Process and Procedures of protected health information (PHI), as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the regulations issued thereunder, shall be subject to the terms and conditions of the Business Associate Addendum between OGB and the Contractor.

II. CASE INITIATION

System Generated Inquiry

The Contractor's claims processing system will generate an Inquiry letter for any Claims filed with an accident indicator or identified with an ICD-1O diagnosis code that is often associated with third-party liability when corresponding paid benefits total at least $500.00. The Contractor will provide OGB with a spreadsheet which lists these ICD-10 diagnosis codes.

Several letters will be generated to the Plan Participant, if necessary. If a response is not received from the Plan Participant within 60 days of the initial inquiry letter, a second inquiry letter will be generated. If a response is not received from the Plan Participant within 90 days of the initial inquiry letter, a third inquiry letter will automatically generate. If a response is not received from the Plan Participant within 120 days after the initial inquiry letter, the letter cycle will be closed.

If within 180 days of the initial inquiry letter generation, another Claim is paid by the Contractor that is related to the same disease, illness, accident, or injury which generated the original inquiry letter, the Contractor's system will not generate an additional inquiry letter on this Claim. If a separate Claim is paid that matches the Contractor criteria after the 180 days has passed, the inquiry letter system will begin again.

Other Methods of Establishing a Subrogation Case

Other methods used by the Contractor to establish a subrogation case are as follows:

- Correspondence from a Plan Participant, their representative, another health plan or insurance company, or any other source;
- Notification from OGB;
- Telephone call from a Plan Participant, their representative, another health plan or insurance company, or any other source;
- Publications (legal or otherwise) or pretrial investigations;
- Other party liability information from other Contractor Plans;
- Request or receipt of a refund; and/or
- Any other means of notification.

III. CASE PURSUIT

Once it is established that a Plan Participant's Claim(s) is/are subject to subrogation, the Contractor shall perform the following tasks.

A. Case Creation

A subrogation case is opened to capture any information obtained regarding the incident giving rise to the injuries/treatment. The Contractor will generate an itemization of all related Claims and benefits paid or applied toward the Plan Participant's deductible since the date of the incident.

B. Notification of Subrogation Interest

The Contractor will send written notification regarding OGB's subrogation interest to all involved parties. This notification includes the above-described itemization. Additionally, within 30 days of receiving cases transferred to Contractor from OGB's prior ASO contractor, the Contractor will send a letter notifying the involved parties of the Contractor's contact information and new subrogation collection role.

C. Case Monitoring

The Contractor will regularly review open cases to protect OGB's subrogation interest. Updated itemizations of related Claims and paid benefits will be generated and sent to all interested parties. Any information obtained during the pursuit of a case will be added to the respective subrogation case file.

IV. AUTHORITY

The Contractor has authority to reduce, waive, or otherwise compromise any OGB subrogation interest up to 20% of the total benefits paid (hereinafter referred to as the "discretionary reduction"). For all cases, the Contractor will attempt to settle for the full amount of benefits paid. Notwithstanding, the Contractor will make further attempts to reduce, waive, or otherwise compromise OGB's subrogation interest as a contribution to the Plan Participant's litigation expenses as set forth below:

- Up to 20% (discretionary reduction) of the total paid benefits for cases in which the Plan Participant was compensated for his/her damages without filing suit; and,

- 21% to 30% of the total paid benefits for cases in which the Plan Participant was compensated for his/her damages after retaining counsel and filing suit.
- For reductions, waivers, or compromises of more than 30% for a contribution to the Plan Participant's litigation expenses, or for other reasons such as "made whole," "comparative negligence," "causation," or "split liability," the Contractor will transfer case to OGB's Division of Administration counsel for review and recommendation to OGB's CEO and/or COO.

The Contractor will use reasonable efforts to identify and refer to OGB's Division of Administration counsel any subrogation case that requires payment from, or negotiation with the Division of Administration, Office of Risk Management or the Louisiana Department of Justice, the Attorney General or an attorney appointed by, or a representative of, the Attorney General.

V. COMPLETION OF SETTLEMENT

A. Settlement Documents and Discussions

The Contractor will document any settlement discussions and preserve any settlement documents for each case. The Contractor will attempt to obtain a copy of the Plan Participant's settlement agreement with the tortfeasor, if any, on all subrogation cases.

B. Release Documents

Any release requiring signature by the Contractor from the settling parties to effectuate settlement will be reviewed by the Contractor's attorney managing the subrogation collection work.

C. OGB Recoveries

Any recoveries made by the Contractor on behalf of OGB will be credited to Claims and will be represented on the OGB Claims billing report. The Contractor will also provide OGB with a monthly check for those subrogation recoveries which cannot be credited to a corresponding Claim along with a spreadsheet detailing the following information:

- Primary Plan Participant contract number;
- Primary Plan Participant name;
- Plan Participant(s) name;
- OGB file number (if any);
- Date payment received;
- Date of accident;
- Total benefits paid; and
- Amount recovered.

VI. MONTHLY REPORTING

The following reports will be provided to OGB on a monthly basis.

A. Outstanding Injury Illness Inquiry

This report indicates the inquiry letters that have been sent to the Plan Participant with no response and the status of inquiry letter generation (i.e., first letter, second letter, etc.).

B. System Closed Injury Illness Inquiry

This report shows the inquiries that were automatically closed because the three inquiry letters were not returned by the Plan Participant and 120 days has passed since the initial letter. This report will include the benefits paid for each Plan Participant that triggered the inquiry letters.

C. Injury Illness Inquiry Returned - No Subrogation Interest

This report indicates that the Plan Participant returned an inquiry letter noting that his/her treatment was not related to a third-party liability event. This report will include the benefits paid for each Plan Participant that triggered the inquiry letter(s). Unless other available facts indicate otherwise, these cases will be closed.

D. No Third-Party Funds Available

This report indicates that while third-party liability was involved, there were no third-party funds, as opposed to inadequate funds, to compensate the Plan Participant for his/her damages. Unless other available facts indicate otherwise, these cases will be closed.

E. Active Cases

This report shows all active cases the Contractor is pursuing. This report will include the following:

- Contract number;
- Primary Plan Participant name;
- Plan Participant(s) name;
- Date of accident;
- Date case was opened;
- Total benefits paid; and,
- Amount recovered.

F. New Cases

This report shows the number of new cases opened for the month being reported.

G. Closed Cases

This report details the number of cases closed for the month being reported, including a separate number for OGB transferred cases closed and a separate number for the Contractor new cases closed. This report will include the following:

- Contract number;
- Primary Plan Participant name;
- Plan Participant(s) name;
- Date of accident;
- Date case was closed;
- Total benefits paid; and
- Amount recovered.

VI. LITIGATION OR COURT INTERVENTION

If the Contractor receives notice of legal proceedings in connection with an OGB subrogation claim, or if it deems it prudent for OGB to enforce its subrogation rights by instituting legal proceedings, notice and all documentation and information will be forwarded to OGB's Division of Administration counsel for handling. The Contractor will assist OGB's Division of Administration counsel by promptly providing additional information upon request.

The Contractor will not initiate court proceedings on behalf of OGB. OGB will provide written notice of any election to retain counsel or pursue recovery of any subrogation interest on its own. OGB will be solely responsible for the fees of any counsel retained by or on its behalf.

ATTACHMENT VII: INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employer's Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

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

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $3,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum policy limit of $25,000,000 or self-insurance limit of $25,000,000 per claim for the purpose of providing coverage for claims arising out of the performance of its services under the Contract. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
    a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
    b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under this Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages
    a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
    b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of

insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. The Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

State of Louisiana
1201 N 3rd St, Baton Rouge, LA 70802
Contract #:

3. In addition to the Certificates, the Contractor shall submit the declarations page for each insurance policy.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

F. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor.

Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

ATTACHMENT VIII: DEFINITIONS AND ACRONYMS

Accountable Care Organization (ACO) – Refers to a group of healthcare providers that work together to improve the quality and cost of care for a specified group of patients.

Account Executive – Dedicated full-time employee of the Contractor who has primary oversight and management of the Contract and all services, Deliverables, and requirements within.

Account Management Team – Contractor's dedicated staff assigned to OGB which shall include a Strategic Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager.

Accumulators – A program that tracks a Plan Participant's Out-of-Pocket healthcare costs.

Administrative Fee – the sole compensation Contractor receives under the Emergency Contract. The Administrative Fee includes all services related to the Emergency Contract including but not limited to appeals, clinical programs, other communications, eligibility maintenance, Explanation of Benefits, formulary customizations, Plan Participant grievances, call centers, on-site audits and surveys, prior authorizations and step therapy, trend management, benchmark reporting, and transaction fees. The Administrative Fee does not include the cost of Claims.

Agency – any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract.

Allowed Amount – the maximum payment OGB will pay for a covered healthcare service, which may or may not cover the entirety of the amount charged; also referred to as allowed charge, allowable amount, or allowable charge.

ASO – Administrative Services Only.

CAA – Consolidated Appropriations Act of 2021.

Care Management – a process that involves assessing a Plan Participant's needs, developing a care plan, and coordinating care to improve their health, ensuring the Plan Participant receives the care they need.

Claim(s) – the Covered Benefits Claims processed through an online Claims adjudication system or otherwise sent to and processed by Contractor.

CMS – the Centers for Medicare and Medicaid Services.

COBRA – Consolidated Omnibus Budget Reconciliation Act of 1985.

Coordination of Benefits Claim (COB) – a Claim in which more than one health coverage program, policy, or other form of coverage, including governmental or non-governmental coverage, applies in addition to OGB coverage.

Contract – a legally binding agreement between the State and the awarded Contractor(s).

Contractor – the entity with whom the State executes this Contract and who assumes full responsibility and liability for completion of the Deliverables.

Contract Monitor – the OGB Medical and Pharmacy Group Benefits Administrator or designee, who will serve as the primary point of contact for the Contractor as well as monitor the services and performance provided by the Contractor and the expenditure of funds under this Emergency Contract.

Covered Benefit(s) – health care services, products, or supplies made available as a covered benefit to Plan Participants as set forth in the respective Plan.

CSR – a Customer Service Representative.

CY – Calendar Year.

Day – a calendar day unless explicitly identified otherwise

Dedicated – Wholly assigned to the Office of Group Benefits and this contract without supporting additional clients.

Deliverable – a good, product, service, solution, result, labor, or other effort being sought through this Emergency Contract.

Departments – Refers to United States Department of Health and Human Services, United States Department of Labor and United States Department of the Treasury.

Designated – Assigned to support this contract but may support additional clients or contracts.

Disease Management – A system of coordinated care that aims to improve the quality of life for people with chronic conditions while reducing healthcare costs.

DOA – the Louisiana Division of Administration.

EGWP – Employer Group Waiver Plan.

EOB – an Explanation of Benefits; a document that summarizes the cost of medical services or treatments and explains how the claim was processed.

Group – The total population of Plan Participants enrolled in a specific Plan.

Healthcare Effectiveness Data and Information Set (**HEDIS**) is a widely used set of performance measures in the managed care industry, developed and maintained by the National Committee for Quality Assurance (NCQA).

HIPAA – the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

Identification Cards (ID Cards) – printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the

applicable logo or other method, agreed upon by both parties in writing, of identifying the Contractor.

Independent Dispute resolution (IDR) – the NSA process that uses a third party to resolve payment disputes between health plans and providers. The process is used when open negotiations between the parties are unsuccessful.

Interactive Voice Response (IVR) – an automated telephony system that interacts with callers, gathers information and routes calls to the appropriate recipients.

Laws – all state and federal laws and regulations that apply to OGB or Contractor.

MBI – Medicare Beneficiary Identifier.

Medical Child Support Orders (MCSOs) – A court judgment or decrees that requires one or both parents to provide health insurance or cash medical support for a child.

Member (s) – Refers to any and all individuals enrolled in the Plan regardless of whether they are the Primary Plan Participant or Dependent. This term is interchangeable with the term Plan Participant (s).

Network Provider – Denotes a healthcare provider participating in the Contractor's established network to provide healthcare services to Plan Participants.

No Surprises Act (NSA) – a federal law that protects patients from unexpected medical bills. It went into effect January 1, 2022.

OGB – Office of Group Benefits.

OGB CEO – the Office of Group Benefits' Chief Executive Officer.

OSP – Office of State Procurement.

Out-of-Network (OON) – Denotes a healthcare provider that does not participate in the Contractor's established network to provide healthcare services to Plan Participants.

Out-of-Pocket Maximum (OOP or MOOP) – The sum of any Deductibles, Copayments, or Coinsurance required or incurred for any Covered Benefit up to a limit as defined by the Plan.

PBM – the Pharmacy Benefit Manager.

PCP – Primary Care Physician.

Plan – OGB's defined health Benefit Plans pursuant to which Covered Benefits are provided to Plan Participants.

Plan Participant(s) – individuals who are entitled to Covered Benefits through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor. This includes Primary Plan Participants and Dependents.

Plan Design – The rules that structure OGB's health Plans and determine how Plan Participants access health care services.

Plan Documents – The legal publications that define eligibility, enrollment, benefits and administrative rules of the Plans.

Prohibited Relationship – an arrangement between any OGB consultant or vendor and the Contractor which provides the OGB consultant or vendor with a financial benefit as a direct or indirect result of the Contractor's contractual relationship with OGB.

Primary Plan Participant(s) – the Plan Participant whose relationship with OGB as an employee or retiree governs the coverage under the Plan.

PPACA – the Patient Protection and Affordable Care Act.

PMPM – per member per month.

Population Health Management – Population health focuses on the health status and health outcomes within a specific group of patients linked by defined similarities, such as their health diagnoses, geographic location, or health care provider.

Protected Health Information (PHI) – As defined in the HIPAA Privacy Rule, 45 CFR § 160.103. Any individual's health information that is created, used, or disclosed in connection with the provision of healthcare services.

Public Key Infrastructure (PKI) – The framework and services that provide for the generation, production, distribution, control, accounting, and destruction of public key certificates. Components include the personnel, policies, processes, server platforms, software, and workstations used for the purpose of administering certificates and public-private key pairs, including the ability to issue, maintain, recover, and revoke public key certificates.

QBPC – Quality Blue Primary Care. A program offered by Contractor.

Rebate – All revenue received by the Contractor (including rebate aggregators or any similar contracted entities) or its subcontractor from outside sources related to Plan Participant utilization of medications (including specialty medications), durable medical equipment, medical services, and devices that are paid for through the medical benefit. Also, the amounts paid to the Contractor (i) pursuant to the terms of an agreement with a manufacturer or a contracted Network Provider or facility, (ii) in consideration for the inclusion of such manufacturer's product(s) on the Contractor's formulary, the Contractor's contracted Pharmacy Benefits Manager's formulary, the Contractor's covered medical services, or the Contractor's durable medical equipment and device lists and (iii) which are directly related and attributable to, and calculated based upon, the specific and identifiable utilization of certain drugs, durable medical equipment, medical services or devices by Plan Participants. These would include access fees, market share fees, Rebates, Specialty Drug Rebates, specialty pharmacy claims, biosimilar drugs, service fees, rebate administrative fees and marketing grants from pharmaceutical manufacturers, wholesalers and data warehouse contractors, discounts, credits, inflation protection, chargebacks, commissions, and any fees received for sales of utilization data to a manufacturer.

Revenues – all financial benefits Contractor receives related to utilization or enrollment in OGB's Plans. These include but are not limited to access fees, market share fees, formulary access fees, inflation protection and penalty payments, and marketing grants from pharmaceutical manufacturers, wholesalers, and data warehouse vendors. Revenues also means any financial benefit received by the Contractor attached to a rebate. Amounts received but not retained by the Contractor as payment for network access, or value-based clinical and provider quality performance programs based on national benchmarks, shall not be considered Revenues.

Revenue Reports – reports required by La. R.S. 42:813-817 (2024 La. Acts No. 546). Annually, Contractor shall file a report with the office detailing any known revenues outside the administration fee related to their current contract with the office for the preceding calendar year, by source. As set forth in the Deliverables Section of this Emergency Contract, an Initial Revenue Report as to Revenues for the preceding Calendar Year shall be filed on or before April first of each year beginning in 2027, and a Final Revenue Report as to Revenues for the preceding Calendar Year shall be filed on or before June thirtieth of each year beginning in 2027.

ROI – Return on Investment.

Shall, Must, Will – a mandatory requirement.

Should, May, Can – an advisable or permissible action.

Specialty Drug – a Covered Product that: (a) is injected, infused, orally or topically administered, or inhaled for the ongoing treatment of complex, chronic conditions; (b) requires extensive patient education, risk assessment, mitigation strategies, and/or clinical monitoring; (c) may require temperature-controlled shipping or other special handling and careful adherence to treatment; and (d) meets CMS Requirements for placement on the specialty tier of a Medicare Formulary, if applicable. When a drug is identified as Specialty Drug, it shall be considered a Specialty Drug for all purposes, including Eligible Member Cost Share, therapeutic classification, pricing and all related guarantees.

State – 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.

Summary of Benefits and Coverage (SBC) – A document that provides information about the Plan's benefits and coverage. The SBC is designed to help individuals eligible for coverage compare and choose a plan best suited for their health needs.

Using Agency – 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 Management (UM)—A set of processes that evaluate the medical necessity and appropriateness of healthcare services and treatments. UM is used to control healthcare costs and ensure the best use of resources.

Value-Based – A healthcare reimbursement program that reimburses healthcare providers based on the quality of care they provide patients rather than the number of patients they see.

Wellness Programs – A collection of initiatives designed to encourage and support Plan Participants to adopt and sustain behaviors that reduce health risk, improve quality of life, and enhance productivity, focusing on both physical health and mental health while reducing healthcare costs.

ATTACHMENT IX: NO SURPRISES ACT

I. The Contractor shall be responsible for management of claim disputes subject to the No Surprises Act (NSA) with Out-of-Network (OON) providers, OON facilities, and/or OON providers of air ambulance services by:

A. Responding to initial claims from OON providers, OON facilities, and/or OON providers of air ambulance services by paying an initial payment amount or the qualifying payment amount (QPA) as appropriate.
B. Providing OON providers, OON facilities, and/or OON providers of air ambulance services with contact information for initiating the open negotiation period at the time of initial payment or notice of denial.
C. Responding to Open Negotiation Notices that are submitted to the Contractor by OON providers, OON facilities, and/or OON providers of air ambulance services within the timeframe set forth in the act.
D. The Contractor should engage in good faith negotiations with OON providers, OON facilities and/or OON providers of air ambulance services over disputes for claims covered by the NSA, at any time from initial claim payment through conclusion of any IDR process.
E. Responding to Notices of Independent Dispute Resolution (IDR) Initiation that are submitted by OON providers, OON facility, and/or OON providers of air ambulance services via the Federal IDR portal.
    i. The Contractor is authorized and must perform IDR services including, but not limited to, the following:
        1. Furnish or respond to Notices of IDR Initiation via the Federal IDR portal within the timeframe set forth by law and regulation.
        2. The Notice of or response to IDR Initiation shall include all content requirements as determined by applicable Laws, including the most recent applicable regulations issued by the Departments.
        3. The Contractor shall not initiate or reject an IDR proceeding over OGB's express objection.
    ii. Contractor shall communicate regarding selection of a certified IDR entity.
        1. If the initiating party, the Contractor should select a preferred certified IDR entity to be identified in the Notice of IDR Initiation.
        2. If the non-initiating party, the Contractor should submit a Certified IDR Entity Selection Response Notice to object to the initiating party's preferred certified IDR entity within the time allowed by Laws.
    iii. If the non-initiating party, the Contractor shall object to the IDR process when it believes that the Federal IDR process is not applicable.
    iv. Contractor shall appear on behalf of OGB in all IDR proceedings.
    v. Contractor shall submit to the IDR entity additional information on behalf of OGB that is related to the parties' positions, including but not limited to raising all applicable defenses.

vi. Contractor shall submit to the IDR entity a position on behalf of OGB within the timeframe required by the NSA.

If the amount of the Offer contained in the position submitted to an IDR entity exceeds the higher of the QPA or the current highest in network rate, Contractor shall secure position authority from OGB prior to submission.

vii. Contractor shall pay the IDR entity fee and administrative fee to the certified IDR entity prior to submission of a position on behalf of OGB, which will be reimbursed by OGB to Contractor. OGB is responsible for any additional payment made to a provider following IDR negotiation or IDR payment determination.

viii. Contractor shall request extensions of time for extenuating circumstances.

ix. Contractor shall advise OGB of all Payment Determinations involving OGB no longer than 30 calendar days from the end of each month.

x. Contractor shall submit to the IDR entity and to the Departments any post-determination objections to any adverse Payment Determination.

xi. Contractor shall submit to the IDR entity requests for copies of offers by adverse parties, when requested by OGB.

xii. Contractor shall communicate with IDR entity regarding appeal or review of determination when appropriate.

II. The Contractor shall provide a quarterly report to OGB listing each IDR proceeding and an IDR arbitrating entity has been appointed involving an OGB claim that was initiated, pending, or resolved during the prior quarter. Within 30 days after each calendar year, the Contractor shall provide a report to OGB aggregating the previous four quarterly monthly reports.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 3, 2025

TO: Heath Williams
Chief Executive Officer
Office of Group Benefits

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

RE: OSP Pre-Approval for JLCB
Emergency Contract – SilverScript Insurance Company
LaGov PO: 2000963818

The above-referenced contract has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract, please return the "**Agency Memo to OSP After JLCB Approval,**" along with the stamped contract from the JLCB.

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

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

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

September 18, 2025 Meeting of the Joint Legislative Committee on the Budget

SilverScript Insurance Company

Pharmacy Benefit Manager Services Emergency Contract Overview

P.O. Box 44036, Baton Rouge, LA 70804 • Phone: 1-800-272-8451 • Fax: 225-342-9919 • info.groupbenefits.org

SilverScript Insurance Company

PBM Services Emergency Contract Overview

	Existing 2025 PBM Services Emergency Contract	Pending 2026 PBM Services Emergency Contract
Contract Purpose	To provide PBM services to support certain self-funded health plans offered by OGB.	To provide PBM services to support OGB self-funded health plan members enrolled in Medicare Part D.
Eligible Participants	Members who are enrolled in any of the BCBSLA Magnolia Open Access, Local, Local Plus, and Pelican HRA1000 plans.	
Eligible Participant Counts[1]	197,605	43,914
Contract Type	Emergency	Emergency
Contract Term	1 Year (12 Months)	1 Year (12 Months)
Beginning Contract Date	01/01/2025	01/01/2026
Ending Contract Date	12/31/2025	12/31/2026
Renewable Options	None	1 Year (12 Months)
Contract Maximum Payable Amount[2]	$890,909,555.00	$398,526,362.00
Contract Year 1 Claims Expenditures[3]	$872,430,611.00	$390,646,371.00
Contract Year 1 Administrative Fee Expenditures[4]	$18,478,944.00	$7,879,991.00

[1] Based on 09/01/2025 member participation counts for the BCBSLA Magnolia Open Access, Magnolia Local, Magnolia Local Plus, and Pelican HRA1000 plans. The 2025 CaremarkPCS Health emergency contract provides services for the commercial plan and the employer group waiver plan ("EGWP"); the pending 2026 SilverScript emergency contract will only provide services to EGWP members (those members who are enrolled in Medicare Part D). The remaining 153,691 eligible PBM participants will be serviced by Liviniti, which is being contracted to provide commercial plan PBM services.

[2] The Contract Maximum Payable Amounts listed do not include received or expected rebates.

[3] Contract Year 1 Claims Expenditures for both the existing 2025 PBM Services emergency contract and the proposed 2026 PBM Services emergency contract represent actuarial projections of the portion of the contracts' maximum payable amounts to be used for the payment of pharmacy claims. These projections do not include member cost-share, invoice credits, or rebates. OGB was invoiced $454,688,970.28 for the period of 01/01/2025 through 06/30/2025 for pharmacy claims reimbursements made under the existing 2025 PBM Services emergency contract.

[4] Contract Year 1 Administrative Fee Expenditures for both the existing 2025 PBM Services emergency contract and the proposed 2026 PBM Services emergency contract represent actuarial projections of the portion of the contracts' maximum payable amounts to be used for the payment of PBM administrative fees. These projections do not include do not include invoice credits. OGB was invoiced $6,857,680.63 for the period of 01/01/2025 through 06/30/2025 for PBM administrative fees, according to the terms of the existing 2025 PBM Services emergency contract.

SilverScript Insurance Company

PBM Services Emergency Contract Overview

2026 Emergency Contract Highlights

- Retaining the incumbent vendor ensures no disruption in services for OGB's retired members who are enrolled in Medicare Part D
- Retaining the incumbent vendor ensures OGB remains in compliance with CMS requirements to communicate pending changes to members impacted by changing formularies and prescription drug benefits

1.0 Emergency Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, Louisiana 70802, (hereinafter sometimes referred to as the "OGB" or "State") and SilverScript Insurance Company ("SilverScript"), a wholly owned direct subsidiary of Part D Holding Company, L.L.C., a subsidiary of Caremark Rx, L.L.C., whose parent company is CVS Health Corporation, One CVS Drive, Woonsocket, RI 02895, (hereinafter sometimes referred to as "Contractor")(sometimes hereinafter referred to collectively as the "Parties") do hereby enter into this Emergency Contract for Pharmacy Benefit Manager Services ("Emergency Contract" or "Contract") under the following terms and conditions.

2.0 Definitions

340B Claim – a Claim identified by (i) the submission of "20" in any of the 'Submission Clarification Code' fields AND?OR a Claim submitted by a covered entity owned pharmacy as defined in Section 340B(a)(4) of the Public Health Services Act, whose 340B status coded as "39" or "38" in the NCPDP DataQ database.

Account Management Team – Contractor's staff for PBM services assigned to OGB which shall include an Account Executive, Employer Group Waiver Plan ("EGWP")/Retiree Manager, and Clinical Program Manager.

Administrative Fee – the sole compensation Contractor receives under the Contract. The Administrative Fee includes all services related to the Contract including but not limited to, appeals, clinical programs, other communications, eligibility maintenance, explanation of benefits, formulary customizations, Plan Participant grievances, call centers, on-site audits and surveys, prior authorizations and step therapy, trend management, benchmark reporting, and transaction fees. The Administrative Fee does not include the cost of claims.

Authorized Generics – prescription drugs that are produced by an innovator (i.e., the brand manufacturer) under a New Drug Application (NDA), or licensed to be produced by a generic company under the New Drug Application (NDA), and are marketed, sold and/or distributed as generics under private label. Further, an Authorized Generic is identical to its brand counterpart in dosage form, safety, strength, route of administration, intended use, active and inactive ingredients and, as applicable, size, shape, color, taste, smell and mouth feel.

Average Wholesale Price (AWP) – the average wholesale price of a prescription drug or medication dispensed, on the DOS, as set forth in the most recent edition of the Medi-Span pricing guide or supplement as of that date. The applicable AWP for all prescriptions dispensed at Retail Pharmacies, Mail Order Pharmacies, and the Specialty Drug Pharmacies shall be based on (i) the unit AWP using the eleven-digit NDC from which the medication was dispensed (not the package size of the prescription dispensed); and (ii) the actual manufacturer's AWP (repackager AWPs shall not be substituted for manufacturer AWPs); and (iii) the actual unit prescribed (and an alternative unit measure shall not be substituted, such as capsules for tablets, or tablets for capsules). Contractor shall not process any repackagers' AWPs in connection with any Claims. Contractor shall not change the benchmark for pricing terms or guarantees in the Contract unless

OGB agrees to such changes in writing, and the changes are memorialized as a written amendment to the Contract.

Biosimilar or Biosimilar Drug – a "biosimilar" biological product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act or pursuant to any successor legislative provision relating to expedited approval of biological products which are highly similar to a reference biological product. A biological product that is highly similar to a US-licensed reference biological product notwithstanding minor differences in clinically inactive components, and for which there are no clinically meaningful differences between the biological product and the reference product in terms of the safety, purity, and potency of the product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act and as identified in the Purple Book. For the avoidance of doubt, unbranded biologics (i.e., brand-name biologics that are sold without the brand name on the label, which are marketed under the same biologics license application (BLA) as the brand-name biologics) shall not be considered Biosimilars.

Brand or Brand Drug – Drugs where the Medi-Span Multisource Code field contains "M" (co-branded product), or "N" (single source brand), or "O" (originator brand) (except where the claim is submitted with a DAW Code of 5 in which case it shall be considered a Generic Drug). The Parties agree that when a drug is identified as a Brand Drug, it shall be considered a Brand Drug for purposes by PBM, of calculating the satisfaction of Financial Guarantees and Performance Guarantees described in this Contract, and calculating the satisfaction of generic fill rates (if any).

Claim – any electronic or paper request for payment or reimbursement processed through Contractor's online claims adjudication system or otherwise transmitted or processed in accordance with the terms of an agreement in connection with OGB's Plan, including Claims in which a Plan Participant pays the full cost and OGB has no cost liability, but does not include requests for payment or reimbursement that rejected due to system edits designed to enforce OGB's pharmacy benefit programs or were reversed or cancelled from the Claim payment system. At OGB's request, this may include any product or service utilized by a plan participant via a point solution offered by the Contractor for which OGB elects to participate.

CMS – the Centers for Medicare and Medicaid Services.

Coordination of Benefits Claim (COB) – a Claim in which more than one health coverage program, policy, or other form of coverage, including governmental or non-governmental coverage, applies in addition to OGB coverage.

Compound Drug - shall mean a Claim where two or more solid, semi-solid, or liquid medications are mixed together. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, or sodium chloride solutions are added. Compound Drugs shall be priced using the NCPDP D.0 standard which shall capture each ingredient used in the medication.

Contingent or Contingency Fee(s) – any commission, percentage, brokerage, other fee, or financial benefit that is contingent upon the success that a person or entity of any type has in securing this Emergency Contract or a Contract with OGB.

Contract Monitor - the OGB Medical and Pharmacy Group Benefits Administrator or designee, who will monitor the services and performance provided by the Contractor and the expenditure of funds under this Contract.

Contractor's Affiliates – an entity:

(1) which is directly or indirectly, through one or more intermediaries, controlling Contractor;

(2) which is under the same direct or indirect ownership or control as Contractor; or

(3) which is directly or indirectly, through one or more intermediaries, owned or controlled by Contractor.

For purposes of this definition and the Contract, "control" (including the terms controlling, controlled by or under common control with) means (a) the possession, direct or indirect, (b) the power to direct or cause the direction of the management or policies of an entity, or (c) the ability to direct an entity's affairs or to control the composition of its board of directors or equivalent body, whether through (i) 50% or more of voting securities, (ii) partnership or membership interests, (iii) by contract or (iii) any other means. Further, a Group Purchasing Organization shall also be considered a Contractor's Affiliate to the extent the GPO meets the above definition.

Covered Benefit(s) – outpatient drugs (including those that under state or federal law require a prescription, or over the counter drugs), products, services, or supplies made available as a covered benefit to Plan Participants as set forth in the Plan.

CSR – a Customer Service Representative.

Date of Service (DOS) – the date on which a prescription is filled. For purposes of all prescriptions filled at a Retail Pharmacy, the DOS is the date for determining the appropriate reimbursement.

Days' Supply – the number of days the Brand, Generic, or Specialty Drug is to be taken as prescribed and submitted to Contractor by the dispensing pharmacy.

DAW – prescription drugs dispensed as written.

Dispensing Fee – the fee paid to the dispensing pharmacy for the preparation and dispensing of a prescription and the submission of the Claim. The Dispensing Fee is added to the discounted AWP or MAC. U&C Claims will always have a zero-dollar Dispensing Fee.

Drug Utilization Review (DUR) – A POS Claim edit to facilitate DUR objectives.

DMR – Direct Member Reimbursement.

EGWP – Employer Group Waiver Plan.

EOB – Explanation of Benefits.

Exclusive Distribution Drugs or Limited Distribution Drugs – a product that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer.

FDA – the Federal Drug Administration.

Formulary or Formularies – the list of FDA-approved prescription drugs and supplies developed by PBM's Pharmacy and Therapeutics Committee ("P&T Committee"). The Formulary consists of (i) a ranking of Covered Products into preferred and non-preferred tiers, (ii) a listing of Non-Covered Products, and (iii) associated utilization review programs pursuant to PBM's standard clinical criteria, which may include, but not limited to, Prior Authorizations, Step Therapy and/or quantity limits for one or more Covered Products.

Generic Drug – Drugs where the Multisource Code field in Medi-Span contains a "Y" (generic). Claims with a DAW Code of 5 shall also be classified as Generic Drugs. The Parties agree that when a drug is identified as a Generic Drug, it shall be considered a Generic Drug for purposes of calculating the satisfaction of financial guarantees and performance guarantees described in this contract, and calculating the satisfaction of generic fill rates (if any). Generics will include both single-source drugs and multi-source drugs.

Generic Product Identifier (GPI) – a fourteen (14) digit code, as defined by Medi-Span, which includes all drugs sharing the same chemical composition, in the same strength, in the same form and that are administered via the same route.

Group Purchasing Organization (GPO) – an entity that aggregates the purchasing power of a group of businesses to obtain Discounts or Rebates from Pharmaceutical Manufacturers. These services may include contracting with manufacturers for Manufacturer Payments or any similar service conducted on behalf of the PBM. Any entity who provides the same or similar services as the PBM on behalf of Contractor under this Contract shall also be considered a GPO. For purposes of this Agreement, rebate aggregators or any similar/competing entity shall also be a GPO.

Contractor represents and warrants that nothing in Contractor's agreements with Group Purchasing Organizations would interfere or conflict with provisions or obligations contained in this Contract which directly or indirectly relates to any service under this Contract that is or may be performed by a GPO as defined herein.

HIPAA – the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act of 2009.

Home Infusion Pharmacy (HIF) – a Retail Pharmacy-based, decentralized patient care organization with expertise in USP 797-compliant sterile drug compounding that provides care to patients with acute or chronic conditions generally pertaining to parenteral administration of drugs, biologics and nutritional formulae administered through catheters and/or needles in home and alternate sites. These Pharmacies are identified by a National Council for Prescription Drug Program's (NCPDP's) dispenser type code of 6.

House Generics – a Brand Drug submitted with a Dispense As Written (DAW) 5 code in place of the generic equivalent and where the Pharmacy is reimbursed at a Generic Drug rate, including MAC when applicable. For reconciliation of the Generic Drug Discount guarantees for Claims, the AWP of House Generic drugs shall be the per unit AWP of the generic equivalent and not the AWP of the Brand Drug. House Generics will be identified using Medi-Span Multisource Code M, N, O, or Y and a Dispense as Written (DAW) code of 5.

Identification Cards ("ID Cards") – printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable pharmacy network logo or other method, agreed upon by both parties in writing, of identifying the Contractor as the PBM.

Indian Health Services, Tribal or Urban Indian Health (I/T/U) - a Retail Pharmacy operated by the Indian Health Service, an Indian tribe or tribal organization, or an urban Indian organization as defined in Section 4 of the Indian Health Care Improvement Act, 25 U.S.C. 1603. These Pharmacies are identified by a National Council for Prescription Drug Program's (NCPDP's) dispenser type code of 8.

Inflation Protection Payments – payments received by Contractor (if any; and whether separately made or in the form of increased Rebates) or Contractor Affiliates from a pharmaceutical manufacturer for the purpose of adjusting for year over year price inflation of the manufacturer's price for prescriptions on which Rebates are paid; in accordance with and pursuant to applicable pharmaceutical manufacturer agreements.

Ingredient Cost – for this Contract, will be defined as follows:

(1) For Retail Claims Ingredient Cost means the discounted AWP price, MAC if applicable, or U&C.
(2) For Mail Order and Specialty Pharmacies:
    a. For dispensed Brands, Ingredient Cost means the discounted AWP price.
    b. For dispensed Generics, Ingredient Cost means the lower of the MAC, where applicable, or the discounted AWP price
(3) Ingredient Cost does not include the Dispensing Fee, the Copayment, Coinsurance, deductibles or sales tax, if any.

Interactive Voice Response (IVR) – An automated telephone system that interacts with callers, gathers information and routes calls to the appropriate recipients.

Laws – all state and federal laws and regulations that apply to OGB or Contractor.

Limited Distribution Specialty Drug - those Specialty Drugs only available through select Pharmacy Providers as determined by the drug manufacturer. Contractor must identify all Limited Distribution Specialty Drugs in writing to OGB on a quarterly basis.

Mail Order Pharmacy or Mail Order – a pharmacy owned by or affiliated with Contractor that dispenses covered drugs for shipment to Plan Participants via common carriers.

Manufacturer Administrative Fee(s) (MAF) – fees for administrative services rendered to Pharmaceutical Manufacturers in connection with aggregation, allocating, collecting, and invoicing for Rebates.

Manufacturer or Pharmaceutical Manufacturer – a pharmaceutical, biotech, medical equipment or device manufacturer and any other entity that directly or indirectly performs sales, distribution and/or marketing functions (including wholesalers and distributors) with respect to any such manufacturer's products.

Maximum Allowable Cost (MAC) – The unit price that has been established by Contractor for an A-rated Drug with multiple generic sources included on its MAC drug list, which may be

amended from time to time by Contractor. A copy of such MAC drug list shall be provided to OGB, prior to execution of this Contract and upon the State's reasonable request, and shall be updated by the PBM in its sole discretion. The same MAC list will be used for, Other Pharmacies, Mail Order Pharmacies, and Specialty Pharmacies (i.e., same number of drugs, same drugs). The Mail Order Pharmacy and Specialty Pharmacy MAC list price points for individual drugs/generic class numbers shall be equal to or less (i.e., more deeply Discounted) than Other Pharmacy Claims' MAC list price points for the same individual drugs/generic class numbers.

Maximum Allowable Cost List (MAC List) – A list of Multi-source drugs that are reimbursed at an upper limit per unit price. The list is developed and maintained by the Contractor and is usually reviewed weekly but individual drug prices may be adjusted more frequently. Considerations for inclusion on the MAC list include: availability of the Generic Drug from multiple Manufacturers; clinical implications of generic substitution; national availability of generic versions; price differences between the Brand and Generic; therapeutic equivalence; and volume of Claims.

Minimum Rebate Guarantee – the minimum Rebate per Brand Claim by dispensing channel.

Multisource Brand– Multi-Source ("MS") Brands – a product with a trade name marketed or sold by the innovator manufacturer or by a pharmaceutical company licensed and authorized by the original patent holder to sell the product after the expiration of the patent(s) and generally has at least one therapeutically equivalent alternative available in the marketplace.

Multisource Generic- Multi-Source ("MS") Generics – non-innovator products that are available from three or more manufacturers: the innovator (the manufacturer with the New Drug Application approval) and two or more manufacturers with Abbreviated New Drug Application approvals or marketing agreements for an authorized / branded generic.

National Drug Code (NDC) – A universal product identifier. The NDC number is a unique, eleven-digit, three-segment number that identifies the labeler/vendor, product, and trade package size.

OGB CEO – the Office of Group Benefit's Chief Executive Officer.

Over the Counter (OTC) – drugs or Claims for products that do not necessarily require a prescription for a Plan Participant to purchase and that OGB has chosen to exclude from Covered Benefits. OTC Claims are usually identified as having an 'O' or 'P' indication in Medi-Span's Rx-OTC Indicator Code.

Pass-Through (Pass-Through Pricing, Pass-Through Claims) – a pricing structure comprised of fixed guaranteed Discounts at PBM's Mail Order Pharmacy and Specialty Pharmacy and a full pass through (100%) of PBM's contracted rates with Retail Pharmacies and Pharmaceutical Manufacturers. PBM passes through (1) its contracted rates with Retail Pharmacies and (2) all Rebates it receives from Pharmaceutical Manufacturers in excess of the State's Minimum Rebate Guarantees. The amount billed to OGB at Retail Pharmacies will be equal to the amount paid by PBM to the Retail Pharmacies. Contractor's sole source of compensation from this Contract is the Administrative Fee.

PBM – the Pharmacy Benefit Manager.

Pharmacy and Therapeutics ("P&T") Committee – an independent body of health care professionals and academicians recognized as national experts and leaders in their fields of specialty who periodically review new drugs introduced to the market, re-evaluate selected therapeutic drug classes and drugs in the pharmaceutical development pipeline, and evaluate any current, relevant drug safety issues.

Protected Health Information (PHI) – individually identifiable health information, held or maintained by a covered entity or its business associates acting for the covered entity that is transmitted or maintained in any form or medium. PHI referred to in this Contract has the same meaning as PHI in HIPAA.

PII – Personally-Identifiable Information.

Plan – OGB's defined benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

Plan Documents – OGB's Plan Documents for health plans covered by this Contract.

Plan Participant(s) – person(s) entitled to benefits through OGB as determined by OGB and identified in the eligibility data file prepared, maintained, and delivered to the Contractor.

Point of Sale ("POS") – the point at which/where the plan participant obtains/pays for the Claim.

Primary Plan Participant(s) – the Plan Participant whose relationship with OGB or the employee/retiree governs the coverage under the Plan.

PPACA – the Patient Protection and Affordable Care Act.

Prohibited Relationship – an arrangement between any OGB consultant or vendor and the PBM which provides the OGB consultant or vendor with a financial benefit as a direct or indirect result of the PBM's contractual relationship with OGB.

Rebates – all revenue and financial benefits Contractor receives from outside sources attributable to the Plan's utilization or enrollment in programs, including but not limited to access fees, market share fees, rebates, formulary access fees, Inflation Protection Payments, Manufacturer Administrative Fees and marketing grants from pharmaceutical manufacturers, wholesalers and data warehouse vendors.

Retail Pharmacy(ies) – Any type of Pharmacy other than a Mail Order Pharmacy or Specialty Pharmacy, including any independent pharmacies, supermarket pharmacies, chain pharmacies or mass merchandiser pharmacies having a state license to dispense medications to the general public.

Revenues – all financial benefits Contractor receives related to utilization or enrollment in OGB's Plans. These include but are not limited to access fees, market share fees, formulary access fees, inflation protection and penalty payments, and marketing grants from pharmaceutical manufacturers, wholesalers, and data warehouse vendors. Revenues also means any financial benefit received by the Contractor attached to a rebate.

Revenue Reports – reports required by La. R.S. 42:813-817 (2024 La. Acts No. 546). Annually, Contractor shall file a report with the office detailing any known revenues outside the administration fee related to their current contract with the office for the preceding calendar year, by source. As set forth in the Deliverables Section of this Contract, an Initial Revenue Report as

to Revenues for the preceding Calendar Year shall be filed on or before April first of each year beginning in 2026, and a Final Revenue Report as to Revenues for the preceding Calendar Year shall be filed on or before June thirtieth of each year beginning in 2026.

Single Source Generics – Single-Source ("SS") Generics will be defined as the non-innovator product that is available from two manufacturers: the innovator (one with the New Drug Application approval) and another with either an Abbreviated New Drug Application approval or a marketing agreement for an authorized / branded generic.

Specialty Drug(s) – Specialty Drugs means certain pharmaceuticals, biotech or biological products that are injectable or infused, or are oral products that otherwise require special handling, which Vendor may amend from time to time with advance notice to OGB. OGB's coverage exclusions and inclusions will be considered during the updating of this list. A comprehensive list of Specialty Drugs and the pricing terms for each shall be provided to OGB upon request, but no more frequently than monthly.

Usual and Customary (U&C) – the cash price available to the general public as submitted by the Retail Pharmacy for a Claim on the date the prescription is filled. A U&C Claim is one in which the Claim is adjudicated at the Usual and Customary Price and always has a Dispensing Fee of $0.00.

3.0 Term of Emergency Contract

This Emergency Contract shall begin on January 1, 2026, and shall end on December 31, 2026, unless otherwise terminated in accordance with the Termination provisions of this Emergency Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Emergency Contract may be extended for up to 12 additional months with prices, terms and conditions that are mutually agreed to by the parties and reflected in an amendment to this Emergency Contract. Total Contract time not to exceed 24 months.

4.0 Statement of Work

The Contractor shall provide Pharmacy Benefit Manager ("PBM") services to support certain plans offered by OGB as outlined in **Attachment I: Statement of Work**.

The Statement of Work consists of the following and/or any subsequent addendum:

Attachment I: Statement of Work

Attachment II: Pricing

Attachment III: Business Associate Addendum

Attachment IV: Records Retention Schedule

Attachment V: Imaging System Survey Compliance and Records Destruction

Attachment VI: Insurance Requirements for Contractors

Attachment VII: Administrative Fee

Attachment VIII: Specialty Fee Schedule

4.1. Goals and Objectives

1. To fulfill OGB's delegated responsibility to serve the State of Louisiana by managing prescription drug cost and utilization while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

4.2. Performance Measures

The Contract Monitor will evaluate the Contractor's performance under this Emergency Contract. This evaluation will include review of performance criteria and corresponding monetary penalties for the Contractor's failure to comply with the identified criteria in Section 19.0 Performance Guarantees and **Attachment II: Statement of Work** and/or any subsequent addendum.

4.3. Monitoring Plan

The monitoring plan is as follows:

1. The Contractor will submit various reports to the Contract Monitor as specified in **Attachment I: Statement of Work**.

2. The Contract Monitor will ensure all deliverables are submitted timely and perform subsequent review and acceptance.

3. The Contract Monitor will provide oversight of the Contractor's performance of the Statement of Work, including the implementation process, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

4.4. Contractor Project Management

The Contractor Project Management is as follows:

1. **Account Management Team.** The Contractor will provide an Account Management Team for the duration of the engagement, including a Project Manager and any other personnel considered key to the success of this Emergency Contract.
2. **Substitution of Key Personnel.** When possible, the Contractor will give OGB a minimum of 60 days' advance notice of any changes in OGB's Account Management Team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond the Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance as determined by OGB.
3. **Account Management Team Support.** The Account Management Team will provide support around account strategy, Plan Participant inquiries, issue resolution, reports and other requested projects and deliverables. The Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person, via video conference, or via teleconference.

4. **Coordination with other OGB Vendors.** The Contractor will coordinate and cooperate with OGB vendors as needed relative to this Emergency Contract for all purposes.
5. **Quarterly Meetings.** All members of the Account Management Team will attend all quarterly meetings via teleconference or on-site at OGB. The meetings shall be held no later than 60 days following quarter end. The Account Management Team will provide a draft agenda for OGB approval at least 10 business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting. The meeting presentation should be provided seven days in advance of the meeting. At minimum, during the quarterly meeting, the Account Management Team should discuss the following: goals, expectations and priorities; the quarterly report and other issues such as performance guarantees, quality assurance, operations, network pharmacy status and access; benefit and program changes or enhancements; legislative issues; audits; cost trends; utilization; program outcomes; customer service issues; future goals and planning; and other issues reasonably related to the Contract.
6. **Minutes.** Within three business days after any meeting, The Contractor shall provide OGB with a draft of detailed and well-documented, meeting minutes. OGB shall review and revise the draft minutes as appropriate and return to the Contractor. Final minutes must be provided within three business days after receipt of the revised minutes from OGB. Minutes shall include a list and description of all tasks and/or deliverables, with the name of the responsible party and a projected delivery date.
7. **Documentation.** The Contractor will maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five business days of any change.

4.5. Deliverables

This Emergency Contract will be considered complete when the Contractor has delivered and the State has accepted all deliverables identified in **Attachment I: Statement of Work**.

4.6. Acceptance of Deliverables

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

1. *General*. The State shall accept work performed in accordance with the **Attachment I: Statement of Work** and/or as subsequently modified in OGB-approved documents. All Deliverables including Ad Hoc Reports shall be submitted to OGB in a format acceptable to OGB.

2. *Submittal and Review*. The Contractor shall provide written notification to the OGB Contract Monitor that a Deliverable is completed and available for review and acceptance.

   Upon the Contractor's written notification of Deliverable submission, the OGB

Contract Monitor shall review the Deliverable within 10 business days. Within this period, the OGB Contract Monitor shall direct the appropriate review and approval process and coordinate any review outside the project team. The review process shall be comprehensive – identifying all items that must be modified or added.

3. *Acceptance or Rejection*. A Deliverable shall be considered accepted unless, within the 10 business days, the OGB Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

4. *Resubmitting Deliverables*. The Contractor shall provide written notification to the OGB Contractor Monitor when the Contractor resubmits a Deliverable for acceptance. The OGB Contract Monitor shall review the resubmitted deliverable within five business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the OGB Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Emergency Contract and places the Contractor in default.

5.0 Payment Terms

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay the Contractor as follows:

OGB will pay the Contractor a maximum amount of $398,526,362.00 for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Contract-related expenses.

Payments are predicated upon successful completion by the Contractor and written approval by OGB of the described Statement of Work and Deliverables as provided in this Emergency Contract. The Contractor will not be paid more than the maximum amount of this Emergency Contract. OGB will make no payments on banking or State holidays.

The Contractor may invoice OGB at the billing address designated by the State. Invoices shall include the Emergency Contract and order number, using department and services purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of the Contract Monitor.

5.1. Late Payments

Interest due by OGB for late payments shall be in accordance with La. R.S. 39:1695 at the

rates established in La. R.S. 13:4202.

5.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

5.3. Claims Payments

The Contractor shall submit weekly invoices for reimbursement of Claims no later than 12:00 p.m. CT on the established billing day, with an accompanying weekly Claims data layout file and weekly check register (Claims disbursements) showing all paid Claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to Claims for each Plan offering. Separate invoices shall be prepared with respect to Claims for the Enhanced Wrap Benefit. Upon receipt and validation of each Claims invoice, OGB shall wire the undisputed amount within seven business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within seven business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and the Contractor shall make a reasonable effort to respond to such questions within five business days of notification by OGB.

The Contractor may not suspend or fail to render payments to participating pharmacies or to OGB Plan Participants within the timeframes provided by applicable law because of non-payment or late payment by OGB. Such payments by the Contractor shall not constitute a waiver of any of the Contractor's remedies with respect to non-payment. Should the Contractor fail to make payments within the timeframes provided by applicable law, the Contractor shall be liable to OGB for any penalties or fees that OGB may incur as a result of such inaction by the Contractor.

5.4. Administrative Fees.

The Contractor will invoice OGB as set forth in **Attachment VII: Administrative Fee**, which may be included on the same invoice as Claims payments or reflected in a separate invoice. Upon receipt and validation of the Contractor's invoice for Administrative Fees, OGB shall pay undisputed fees by wire transfer within seven business days of receipt. Any monthly fees will be charged the month following the month in which the service is provided. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and the Contractor shall make a reasonable effort to respond to such questions within five business days of OGB sending the questions. Administrative Fees are the sole compensation the Contractor receives under this Contract.

6.0 Taxes

The Contractor agrees that all applicable taxes are included in Section 4.0 Payment Terms and **Attachment II: Pricing** of this Emergency Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a Louisiana Department of Revenue (LDR) tax clearance certificate is required for approval of this Emergency Contract and (2) the Contractor is currently

compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. OGB reserves the right to withdraw its consent to this Emergency Contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification.

7.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of this Emergency Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the existing Emergency Contract may be terminated.

8.0 Termination

The State of Louisiana has the right to terminate this Emergency Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) the Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of emergency contract provisions with constitutional or statutory provisions of State or Federal law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) the Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8.1. Termination for Cause

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

8.2. Termination for Convenience

The State of Louisiana may terminate this Emergency Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective termination date. The State shall pay the Contractor, if applicable and to the extent work has been performed satisfactorily as determined by the State, for: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination.

8.3. Termination for Non-Appropriation of Funds

The continuation of this Emergency Contract is contingent upon the appropriation of funds to fulfill the requirements of this Emergency Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Emergency Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Emergency Contract, this Emergency Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

9.0 Contract Modifications

No amendment or modification of the terms of this Emergency Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Emergency Contract is binding on any of the parties.

Changes to this Emergency Contract include any change in a) compensation; b) beginning/ending date of this Emergency Contract; c) statement of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Emergency Contract.

10.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Emergency Contract and specifically for OGB (as opposed to material created for clients across Contractor's book of business) are the property of the State. If applicable, all software and customizations developed under this Emergency

Contract are the property of the State. The Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Emergency Contract, unless otherwise required by this Emergency Contract. Delivery of this property shall be in a form specified by the State.

11.0 Record Ownership

Except for those records, reports, documents, or other material received from a third party and covered by a Non-Disclosure Agreement with that third party and that are not transmitted to the OGB, all records, reports, documents, or other material related to this Emergency Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein ("Records) shall become the property of the State. The Contractor shall return the Records to the State, at the Contractor's expense, within seven days of request or in the specific instance of termination or expiration of the Emergency Contract, within 60 days after the termination or expiration of this Emergency Contract, and shall retain no copies of the Records unless required by applicable law or in connection with the Contractor's fulfillment of its duties under this Emergency Contract provided, the confidentiality and security requirements of the State as set forth in this Emergency Contract shall apply to such Records as long as retained by the Contractor. Additionally, once the Records are returned or destroyed in accordance with this Emergency Contract after the fulfillment of Contractor's duties, the Contractor and its subcontractors/vendors must follow the Office of Technology Services (OTS) Information Security Policy for Data Sanitization requirements for all equipment which previously housed confidential or restricted data from all State agencies.

12.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Emergency Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Emergency Contract, unless otherwise specified herein. All references to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13.0 State Contract Monitor

The State shall appoint a Contract Monitor for this Emergency Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Emergency Contract, the assigned Contract Monitor

shall be the principal point of contact on behalf of the State and will be the principal point of contact for the Contractor concerning the Contractor's performance under this Emergency Contract. The OGB Contract Monitor may receive assistance from a third party in evaluating the Contractor's performance.

14.0 Waiver

Waiver of any breach of any term or condition of this Emergency Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Emergency Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

15.0 Warranties

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Statement of Work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Emergency Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Emergency Contract that results in the termination of this Emergency Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Emergency Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

17.0 Liability and Indemnification

17.1. Contractor Liability

The Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

17.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Emergency Contract.

17.3. Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

The State may, in addition to other remedies available at law or equity, retain monies from amounts due the Contractor as may be necessary to satisfy claims or costs asserted against the State, for which the Contractor owes indemnification and/or defense.

17.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its

sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Emergency Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

17.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Emergency Contract. The Contractor's liability for any damages, direct or indirect, for an actual breach of personal data (including any breach of the applicable Business Associate Addendum) is not subject to this limitation.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

17.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Emergency Contract, or if any lien or claim for damages, penalties, costs 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.

18.0 Insurance

The Contractor shall purchase and maintain for the duration of this Emergency Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Emergency Contract in accordance with **Attachment VI: Insurance Requirements for**

Contractors of this Emergency Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in **Attachment VI: Insurance Requirements for Contractors** of this Emergency Contract for the full term of this Emergency Contract. Failure to comply shall be grounds for termination of this Emergency Contract.

19.0 Performance Bond

The Contractor shall provide a performance (surety) bond in the amount of $1,500,000.00 ensure the successful performance under the terms and conditions of the Emergency Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10% of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the Treasury list shall not write a performance bond when the penalty exceeds 15% of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this Emergency Contract. Failure to comply shall be grounds for termination of this Emergency Contract.

The performance bond shall not serve to limit the Contractor's liabilities for any breaches of the Business Associate Addendum or for any associated damages. Any such liabilities or damages shall remain the responsibility of the Contractor irrespective of any agreement or relationship with a surety or insurance company supplying a performance bond for the Emergency Contract.

20.0 Performance Guarantees

The Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each contract year, provided no more than 30% of the total amount at risk is allocated to one performance guarantee excluding financial guarantees (i.e., AWP discounts, dispensing fees, rebates, etc.). OGB may allocate 0% to a guarantee, which would indicate that the performance guarantee will only be reported on with no amounts at risk. OGB, at its sole

discretion, will allocate the amounts at risk for performance guarantees. The Contactor will be subject to per day fees for certain performance guarantees.

All performance guarantees must be reconciled annually and reported to OGB within 60 days after the close of the period being measured and any penalties owed to OGB shall be paid within 45 days after reported reconciliation. Implementation performance guarantees will be measured and reported within 90 days of the agreed upon implementation date. Payment of any implementation performance guarantee penalty shall be paid within 60 days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to performance standards detailed in **Attachment I: Statement of Work**.

Audit: OGB reserves the right to audit performance guarantee reports. A third party may be utilized to perform this audit.

Measurement Periods: For annual performance guarantees, the period to be measured shall be January 1, 2026 through December 31, 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

21.0 Financial Guarantees

Financial guarantees (discount and dispensing fee guarantees) provided by the Contractor will be covered dollar for dollar on any shortfall with no limit to the amount at risk. Any surplus on financial guarantees will be retained 100% by OGB. In addition, the amount at risk will be the full value of the financial guarantee(s) not achieved and not a calculation of OGB's net Plan cost impact. All financial guarantees, with the exception of Minimum Rebate Minimum guarantees, which will be reconciled in the aggregate, will be trued up individually, meaning no guarantees can be cross-subsidized (i.e., surplus on one guarantee offsetting another, etc.). This includes no cross-subsidization between delivery channels, or within a delivery channel. Note: Retail and Retail 90 networks are considered separate delivery channels.

In the event that the PBM utilizes an intermediary/third party/group purchasing organization to determine rebates for OGB, OGB will have the right to audit that intermediary/third party/group purchasing organization directly, subject to the audit provisions of this Contract. All financial negotiated contracts and Manufacturer Payment contracts the PBM has related to its fulfillment of contractual duties under the terms of this Contract are fully disclosable to and auditable by OGB or its authorized agent. The Contractor also agrees to comply with OGB's requirement for a third-party to perform a detailed, comprehensive claims and rebate reconciliation at the end of each Measurement Period, subject to the audit provisions of this Contract. OGB may use its annual audit credit (as set forth in Attachment III, Section 2.4) to fund such comprehensive reconciliation. The reconciliation will focus on adjudication rates versus contractual financial guarantees to ensure 100% pass-through pricing between OGB and dispensing pharmacies.

The Contractor will report financial guarantee performance to OGB on a quarterly basis, including the AWP discounts, and dispensing fees. This reporting will include all prior quarters covered by this Contract. All financial guarantees must be reconciled annually and any shortfalls owed to OGB shall be paid within 90 days after the end of the Measurement Period.

Audit: OGB reserves the right to audit financial guarantees after the end of each Measurement Period. A third party of OGB's choosing may be utilized to perform this audit with no limitation in the scope of the audit.

Measurement Period: The period to be measured as follows:

Year 1: January 1, 2026 through December 31, 2026

In the event that the Contract is extended, the Measurement Period will be:

Year 2: January 1, 2027 through December 31, 2027

22.0 Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Emergency Contract, if applicable.

23.0 Severability

If any term or condition of this Emergency Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Emergency Contract are declared severable.

24.0 Subcontractors

The Contractor may, with prior written permission from the State and/or Using Agency, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or Using Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

25.0 Assignability

The Contractor may assign its interest in the proceeds of this Emergency Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Emergency Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's

responsibilities and obligations.

26.0 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Emergency 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 Emergency Contract.

26.1. Prohibited Relationships

The Contractor acknowledges that it is not permitted to engage in any Prohibited Relationship. If such a Prohibited Relationship exists at the time this Contract is signed by the Contractor, the Contractor shall disclose all details of such Prohibited Relationship to OGB and provide a detailed timeline of how the Contractor is dissolving the Prohibited Relationship. Dissolution of any pre-existing Prohibited Relationship shall occur on or before the effective date of this Contract. No funds from this Contract may be used to pay commissions, bonuses, or other fees to non-party entities including but not limited to actuaries, consultants, brokers, lobbyists, etc. without OGB's consent and approval. The Contractor is only permitted to make payment on OGB's behalf and at its direction with written approval.

26.2. Prohibited Communications

SilverScript Insurance Company acknowledges and agrees that it is not permitted to engage in any Prohibited Communications whether written or verbal without obtaining prior approval from OGB in writing. Prohibited Communications are communications to OGB's Plan Participants. Additionally, the Contractor acknowledges and agrees that it is not permitted to represent to any third party that the Contractor is speaking on behalf of OGB.

26.3. Prohibited Contingent or Contingency Fee(s)

The Contractor represents that no person or entity has been employed or retained to solicit or obtain this Emergency Contract upon an agreement or understanding for a Contingent or Contingency Fee(s). For breach or violation of this representation, OGB shall have the right to pursue any remedy as permitted by law.

27.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Emergency Contract, or which become available to the Contractor in carrying out this Emergency Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to OGB and the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the

State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Emergency Contract, or is rightfully obtained from third parties without breach of the Emergency Contract

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Group Benefits.

The Contractor shall not use OGB's logo without obtaining OGB's prior written consent to do so. If the Contractor plans to use OGB's logo, the Contractor must submit a written request addressed to OGB's CEO, OGB's COO, and the Contract Monitor at least five business days before the Contractor's intended use of the logo. The written request must provide a draft of the material the Contractor proposes to use with the logo. OGB shall have five business days to respond to any such written request.

With the exception of routine business matters related to the Contractor's services provided under this Emergency Contract, the Contractor shall not directly communicate with OGB's Plan Participants without prior written consent from OGB. If the Contractor desires to communicate with OGB's Plan Participants, the Contractor must submit a draft of the communication in writing addressed to OGB's CEO, OGB's COO, and the Contract Monitor at least five business days before the Contractor intends to distribute the communication. OGB shall have five business days to respond to any such written request.

OGB acknowledges that the Contractor has asserted that certain information of the Contractor relating to the Contractor's operations, systems, programs, costs, and pricing data ("Contractor Confidential Information") is the Contractor's confidential, proprietary and trade secret information that is exempt from disclosure under the Louisiana Public Records Law. The Contractor shall designate Contractor Confidential Information as confidential and privileged when submitted to OGB. OGB agrees that, to the extent feasible, it will notify the Contractor of any request for Contractor Confidential Information, including a request made pursuant to the Louisiana Public Records Law, and will notify any other government body to which it is required to transmit Contractor Confidential Information of the confidential nature of the information and the Contractor's need to be notified of a Louisiana Public Records Law (or other) request for such information. In addition, OGB acknowledges that notwithstanding Section 9. Record Ownership of this Contract, the Contractor maintains an interest in preserving the trade secret status of pricing data in records and claims data provided under this Contract.

28.0 Contract Controversies

Any claim or controversy arising out of this Emergency Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673, as applicable.

29.0 Continuing Obligations

Notwithstanding any provisions to the contrary herein, upon the termination of this Emergency Contract for any reason, the provisions of this Emergency Contract which by their nature require some action or forbearance after such termination, including but not limited to confidentiality, PHI, reporting, indemnity, insurance, records retention, and performance guarantees, shall survive such termination and be binding until any actions, obligations, and/or rights provided therein have been satisfied or released.

30.0 Transition of Services and Data

The Contractor shall comply with the provisions of this Emergency Contract, and other requests of OGB/State, to accomplish a timely transition of services without interruption of services to participants. During any such transition, the Contractor will provide all of the same Records and data in the same format as provided during the term of the Emergency Contract, to OGB/State or its designee. The Contractor further agrees that no dispute or objection it may have regarding the propriety of any transition of services by OGB/State will relieve the Contractor of these obligations.

31.0 Right to Audit

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, the State, OGB, or others so designated by the State/OGB shall be entitled to audit all accounts, procedures, matters, and records of any Contractor or subcontractor under any negotiated Contract or subcontract directly pertaining to this Emergency Contract for a period of five years after final payment under this Emergency Contract and for the subcontractor/vendor for a period of five years from the date of final payment under the subcontract or such longer period as required by applicable state and federal law. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

The State has the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and the Contractor and/or subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit. Third-party auditors selected by OGB shall execute a mutually agreeable confidentiality agreement prior to performance of any audit functions. OGB acknowledges that if any independent auditor it retains to conduct any Rebate audit also performs consulting services, such auditor must maintain a firewall between its consulting activities and its audit activities. OGB agrees that, to promote efficiency, full Claims and Rebate audits will be conducted for full-year periods, not more frequently than annually except as set forth below.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of this Emergency Contract, the Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days of notification of such finding issue a remittance to the State of any payments declared to be improper or beyond the scope of the Emergency Contract. In combination therewith, or alternatively, the State may offset the amounts deemed improper or

beyond the scope of the Emergency Contract against the Contractor's outstanding or subsequent invoices, if any, or may exercise its rights under the performance bond.

Notwithstanding any provision herein, and without limiting any other audit rights possessed by OGB, OGB shall have the right to conduct real-time claim and invoice review of up to 100% of pharmacy claims to ensure contract compliance ("Compliance Review"). OGB may hire a third-party vendor to perform these services provided that any such third-party vendor (i) shall execute a mutually acceptable nondisclosure agreement with the Contractor, and (ii) shall not be a competitor of the Contractor (i.e. an entity that (a) adjudicates pharmacy claims, (b) operates dispensing pharmacies, (c) negotiates contracts or manages a retail pharmacy network, or (d) engages in the review and approval of claims for initial payment providing such services as prior authorization, step edits and claim appeal review). The Compliance Review will be performed on a schedule determined by OGB. The Contractor will cooperate with OGB's selected vendor and provide all relevant data and benefit information upon request by OGB or OGB's selected vendor. Data shall be provided in a mutually agreed upon format suitable for the purpose intended. OGB may elect to use any audit credits provided in this Contract to offset OGB's costs incurred with the third-party vendor for this service.

32.0 Data/Record Retention

All records, reports, documents, or other material related to this Contract, delivered or transmitted to the Contractor by the State or its employees, agents, or authorized vendors, and/or obtained or prepared by the Contractor or its subcontractors/vendors in connection with the performance of the services under this Contract, shall become records of the State and are referred to herein as "Records."

The Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, the Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), **Attachment IV: Records Retention Schedules**, until such time as the Records are returned to the State (and upon the return of the Records, the Contractor shall not be bound by the applicable Records Retention Schedule) unless Contractor agrees to retain such Records. . In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. The Schedules in place as of the effective date of this Contract are contained in **Attachment IV: Records Retention Schedule**, and may be amended from time to time as deemed necessary by the State. To further ensure compliance with the Schedules and Louisiana retention laws, the Contractor agrees to abide by the processes outlined in **Attachment V: Imaging System Survey Compliance and Records Destruction**. The Contractor shall return the Records to the State, at the Contractor's expense, within seven days of the request or in the specific instance of termination or expiration of the Contract, within 60 days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor.

33.0 Sanitization of State Data/Records in the Contractor's Custody

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's Contract Monitor.

34.0 Contractor's Certification of No Federal Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Emergency Contract and debarment from future Contracts.

35.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Emergency Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State-owned documents.

36.0 Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

36.1. 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 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.

37.0 Independent Assurances

OGB/State will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to annual independent SSAE 18 SOC I, Type 2, and SOC II, Type 2 audits of its internal controls and other financial and performance audits from outside companies to ensure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The cost of these audits shall be borne by the Contractor.

These audits will require the Contractor and any subcontractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply OGB with an exact copy of the report within 30 calendar days of completion. Such audits are required during the term of this Emergency Contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to OGB/State.

38.0 Commencement of Work

No work shall be performed by the Contractor and the State shall not be bound until such time as this Emergency Contract is fully executed between the State and the Contractor and all required approvals are obtained.

39.0 Compliance with Civil Rights Laws

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Emergency Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Emergency Contract.

40.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

41.0 Business Associate Addendum

A Business Associate Addendum, ("BAA") shall be executed between the parties to this Emergency Contract to protect the privacy and provide security of Protected Health Information ("PHI") and personally-identifiable information ("PII") in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act of 2009 (collectively, "HIPAA"), and regulations promulgated thereunder, as amended from time to time.

The OGB is a "Covered Entity" under HIPAA. For the purposes of this Emergency Contract, the Contractor is deemed to be a "Business Associate" of the OGB as such term is defined by HIPAA and regulations promulgated thereunder, including in the Privacy Standard of the Federal Register, published on December 28, 2000. The parties have executed a Business Associate Addendum attached hereto as **Attachment III: Business Associate Addendum** and made part of this Emergency Contract. The parties understand and agree that if additional agreements are required to be compliant as required under HIPAA and applicable laws, the parties will execute such agreements in a timely manner. The Contractor agrees that its processes, systems, and reporting will be in full compliance with federal and state requirements, including but not limited to HIPAA, throughout the term of this Emergency Contract. Any fines or penalties imposed on any party related to the Contractor's or its subcontractors' non-compliance will be the sole responsibility of the Contractor. The Contractor shall require its subcontractors' and any other vendors' processes, systems, and reporting to be in full compliance with federal and state requirements, including but not limited to HIPAA. Further, the Contractor agrees that its organization, as well as its subcontractors/vendors, will comply with all HIPAA regulations throughout the term of this Emergency Contract with respect to any issue related to the OGB Emergency Contract, plans, or Plan Participants involving PHI/PII, including but not limited to participant services, complaints, appeals determinations, notification of rights, and confidentiality. The Contractor shall require that all agreements with subcontractors or other vendors providing services for this Emergency Contract include the provisions of this Section and any Attachments referenced herein. In addition to the BAAs, the OGB shall be provided copies of such subcontractor/vendor agreements upon request.

Notwithstanding any provision to the contrary, major delegated functions involving PHI and PII, including but not limited to claims processing, customer service, and any other services as provided by applicable Law, shall not be sourced outside of the territorial and jurisdictional limits of the 50 United States of America.

42.0 Anti-Lobbying and Debarment Act

The Contractor shall comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

43.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor certifies by signing this Contract that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

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

44.0 Prohibited Use of Funds

The Contractor shall not use Emergency Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter the Louisiana Legislature or any local governing authority is considering to become law. This provision shall not prevent the use of public funds for the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter being considered by the Louisiana Legislature or any local governing authority.

45.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Emergency Contract.

46.0 Headings

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

47.0 Governing Law

This Emergency Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in this Emergency Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Emergency Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

48.0 Complete Contract

This Emergency Contract and its Attachments (i.e., **Attachment I: Statement of Work; Attachment II: Pricing; Attachment III: Business Associate Addendum; Attachment IV: Records Retention Schedule; Attachment V: Imaging System Survey Compliance and**

Records Destruction; Attachment VI: Insurance Requirements for Contractors; Attachment VII: Administrative Fee, and Attachment VIII: Specialty Fee Schedule represent the complete Emergency Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Emergency Contract. This Emergency Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Emergency Contract and there are no other agreements or understanding changing or modifying the terms. This Emergency Contract shall become effective upon final statutory approval.

49.0 Market Check

OGB reserves the right to exercise annual market checks during the second quarter of each contract year for the Contract term to assess and verify the competitiveness of the pricing and other terms set forth in the Contract in comparison to that available in the marketplace at that time. OGB may designate a third party of its choosing that will compare the aggregate value of the upcoming Contract year pricing and other terms to what they may receive under a competitive procurement. Benchmarks chosen in the analysis shall be groups with similar plan design, membership and utilization patterns as OGB, to the extent possible. Should the comparison find current market conditions would yield greater than 1.0% savings, the parties will discuss in good faith a revision to the current pricing and other terms that will at least match the best offer in the marketplace and will go into effect the first day of the upcoming Contract year. If the parties are unable to reach agreement on revised pricing terms or other applicable provisions within 60 days from the market check report, OGB may terminate the Contract without penalty (e.g., no loss of rebates earned but not yet paid) as indicated in Section 7.2. Termination for Convenience.

50.0 Centers for Medicare and Medicaid Services

The Contractor shall make its books and records in connection with any Medicare business available to CMS and/or its designees in accordance with 42 CFR 423.504(d) and 42 CFR 423.505(d) and (e). In this regard, CMS and/or its designees shall have the right to audit, evaluate, and inspect any books, contracts, records, computer and/or other electronic systems, including medical records and documentation involving transactions related to the Plan and/or Medicare business provided under this Contract (including coverage costs, low income subsidies, and privacy and security of PHI and other personally identifiable information, enrollment and disenrollment) and any additional relevant information that CMS may require, and these rights shall continue for a period of 10 years, or longer if required by CMS, from the final date of the Contract period or from the date of completion of any audit, whichever is later. CMS and/or its designees shall have direct access (i.e., on-site access) to the Contractor, and the Contractor will make such books, records, computer and/or other electronic systems, directly available to CMS and/or its designee(s) for such inspection, evaluation, and audit.

51.0 Compliance

The Contractor shall comply with all applicable state and federal laws and regulations. The Contractor will be responsible for ensuring that all pharmaceutical benefits and programs offered by OGB and administered by the Contractor meet all current and future requirements of the PPACA and shall advise the State on all such benefits and programs, including benefit design, Formulary design and management, Copayment and/or Coinsurance structure, and appeals of all levels.

The Contractor shall assist OGB in complying with all reporting requirements applicable to the Plan including but not limited to reporting requirements under Code Section 9825, ERISA Section 725, and Public Health Service Act Section 2799A-10, as added by Section 204 of Division BB of the Consolidated Appropriations Act of 2021, and Transparency in Coverage rules (the "CAA Reporting Requirements"), and directly related to the Services provided by Contractor under this Emergency Contract. The Contractor shall be responsible for reviewing the CAA Reporting Requirements and any modifications thereto, and, on OGB's behalf, shall provide the Prescription Drug Data Collection (RxDC) Annual Report directly to CMS as deemed necessary to comply with the CAA Reporting Requirements subject to **Attachment II: Pricing.** The Contractor must provide, at no additional cost to OGB, copies of all data that the Contractor provides to CMS each year to meet their portion of the RxDC reporting requirements (e.g., files D3-D8 and the prescription drug portion of the narrative response).

The Contractor shall provide OGB with a Gag Clause Prohibition Compliance Attestation annually by the date determined by OGB so that OGB can meet the federal deadline with the Centers for Medicare and Medicaid Services (CMS) to comply with the Consolidated Appropriations Act of 2021.

Any fines for non-compliance related to services provided by the Contractor under this Contract will be the Contractor's sole responsibility.

At OGB's request, the Contractor shall prepare and provide a comparative analysis with respect to non-quantitative treatment limitations (and provide any supporting documentation) as required under and consistent with any relevant legislation, in each case, as soon as administratively practicable following the OGB's request but no later than 14 calendar days thereafter.

52.0 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any contract(s) with a value of $100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by entering into this Contract, the 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 this 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 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.

53.0 Notice

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier; (ii) hand delivery if to the State/OGB; or (iii) registered or certified mail return receipt requested, and addressed as follows:

To SilverScript:

Cheryl Byron
Vice President
SilverScript
Attn: PBM Legal Notices
2100 E. Lake Cook Road, 5th Floor
Buffalo Grove, IL 60089
Email: RS4096@CVSHealth.com

With a copy to:

SilverScript
Attn: Senior Vice President, Health Care Services
9501 E. Shea Blvd.
Scottsdale, AZ 85260
Fax No: (480) 314-8231

To OGB:

Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802
If delivery by hand

or

Melissa Mayers, COO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

Melissa Mayers, COO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802
If delivery by hand

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its address and/or addresses for notification purposes by mailing a notice stating the change and setting forth the new address.

IN WITNESS WHEREOF, the parties have executed this Contract.

SILVERSCRIPT INSURANCE COMPANY SIGNATURE:	OFFICE OF GROUP BENEFITS SIGNATURE:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Office of State Procurement Approval:

By:

Title:

Date:

ATTACHMENT I: STATEMENT OF WORK

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide PBM services in accordance with all federal, state, and any other applicable laws, regulations, policies, OGB requirements, etc. The Contractor will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor) to being the Contractor responsible for completing all required services. The Contractor shall provide competent and qualified staff to work on the scope of services under the Contract.

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. OGB reserves the right to modify or delete the tasks and services listed prior to and during the term of the Contract, subject to the approval of the OGB CEO, Office of State Procurement, and any other approval required by law.

At a summary level, these tasks include:

1. Implementation Services
2. General Support Services
3. Pharmacy Benefit Manager Services
4. Clinical Management Services

Below is a list of minimum services the Contractor shall be responsible for providing under the Contract:

Task (1): Implementation Services

The Contractor shall:

- Assign a dedicated implementation team to manage the implementation process and to make changes as needed to account structure, claims file layout, or reporting.
- Work with OGB to transfer competencies and operational expertise essential to administering OGB's pharmacy benefits program with minimal interruption to Plan Participants.
- Perform all tasks necessary to complete the pre-implementation audit (including follow-up test claims) at least 10 days prior to the effective date.
- Establish and implement data utilization edits that identify and deny duplicate claims, claims filed too soon, claims requiring authorization when such authorization is not in place, as well as messages to the pharmacist for review and approval or denial of the claim(s) due to safety issues.
- Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and the Contractor; and data transfer and mapping. If the Contractor requires file mapping and/or subsequent updates, this service will be provided by the Contractor at no additional cost to OGB. The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS

Information Security Policy. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp". The encryption key must have an expiration of no longer than five years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

- Provide file data in a layout format designated by OGB to include, but not be limited to, Drug Claims File, Prior Authorization Review File, Appeals Determination File, and Out of Pocket Maximum. The Contractor must accept OGB's designated file layout. File layouts will be provided at no cost to OGB. The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp". The encryption key must have an expiration of no longer than five years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

- Mail identification cards ("ID Cards") to the homes of newly enrolled EGWP Plan Participants within 10 calendar days following receipt of notification of approval from CMS. The Contractor will be responsible for the cost of reproducing ID Cards and priority mail shipping in the event of Contractor errors and/or initiated changes.

- Mail welcome kits to the homes of newly enrolled Plan Participants within four calendar days upon receipt of eligibility.

- Integrate with selected Contractor(s) accurately and timely for the administration of the Plan, including the health claims administrator and COBRA administrator, for the purpose of out-of-pocket maximum accumulation. Ensure that out-of-pocket maximum accumulation integration with selected contractor(s) as defined by OGB is successful prior to the "Go-Live" date, at no additional cost.

- Provide 10 read-only access codes to the online eligibility, claims payment and/or standard and ad hoc reporting systems(s) (collectively, the "System") which will allow OGB's specified personnel to view and/or extract information residing in the System on an individual, Plan level, and account structure basis. Training to OGB personnel will be provided by the Contractor's Account Management Team on-site at OGB.

- Conduct project status implementation meetings with the Contract Monitor on-site, or via teleconference.

- Coordinate with OGB's PBM vendor for OGB's Commercial Plan to ensure eligibility and accumulators process correctly for Plan Participants who move from Commercial to EGWP and for Member contracts containing Plan Participants on Commercial and EGWP.
- Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the "Go-Live" date, at no additional cost.
- Ensure successful and timely claims data layout set-up and testing prior to the Go-Live date of January 1, 2026 at 12:00 am CT.
- Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on January 1, 2026, 12:00 am CT.

Task (2): General Support Services

The Contractor shall:

- Provide a designated Account Executive and Operational Account Manager that will provide day-to-day management of project tasks and activities, coordination of the Contractor's employees, and possess the technical and functional knowledge to direct all aspects of the project. Also, the Account Executive must have at least one back-up staff member designated to handle the overall responsibility of OGB. Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews consistent with the appeals program and Plan Participant requested reviews of prescription drug denials as allowed by and in accordance with Laws.
- Account team members will attend annual enrollment events and benefit fairs throughout Louisiana (up to 30) either virtually or on-site, as requested.
- Account Manager will work on-site at OGB headquarters for the first 30-60 days post implementation if OGB requests.
- Provide support around account strategy, Plan Participant inquiries, issue resolution, reports and other requested projects and deliverables within the timeframe set by OGB, such timeframe to be determined by OGB at the time the request is made.
- Provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person or via teleconference.
- Attend all quarterly meetings via teleconference or on-site four times per calendar year at OGB. The meetings shall be held no later than 60 days following quarter end. The Account Management Team will provide for OGB's approval a draft agenda at least 10 business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting.

- Upon OGB's request, for management of the program, the Contractor will be required to work with the appointed OGB actuary, other selected OGB contractors, employees from the Division of Administration, and the OGB staff.
- Investigate any activity, prescription related or otherwise relating to the Plan, which the Contractor believes to be fraudulent or abusive whenever detected by the Contractor or brought to the attention of the Contractor by OGB or other persons. The Contractor shall have established procedures and system edits to aggressively monitor and proactively search for cases and potential cases of fraud and abuse including providing OGB with a quarterly report of fraud activities and discoveries relating to this Contract. In instances when the Contractor has detected fraud, the Contractor will pursue collection and report to OGB such collection and submit any collection owed OGB on a quarterly basis.
- Assist OGB in responding to inquiries received from Plan Participants, pharmacy providers, or other persons. Such requests shall be 1) given priority status; 2) subject to a method of tracking approved by OGB; and 3) result in the delivery of all requested information, documentation, etc. When immediate responses are required, the Contractor shall assist OGB in preparing its reply including providing data and documentation within the timeframes prescribed by OGB for a specific inquiry.
- Provide immediate online real-time manual eligibility updates for urgent requests by specified OGB staff.
- Make available all necessary resources to assist OGB in responding to legislative inquiries and requests including, but not limited to, the Account Management Team, analytics and outcomes, and government relations department. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the inquiry depending upon the scope and complexity of the request.
- Provide knowledgeable staff to attend statewide open or annual enrollments and any other informational meetings as scheduled by OGB as well as prepare, print, and distribute communication materials.
- Provide advisory services to OGB regarding actual or pending state and federal laws, regulations, policies, procedures, and rules specific to plans for pharmacy benefit management, pharmacy and prescription drugs, other topics related to the provisions of this Plan and provide OGB with interpretation as to the impact of such laws or regulations on the Plan.
- Subject to OGB's customization and approval, the Contractor will be responsible for the development, distribution, and mailing of pharmacy benefit information including, but not limited to 1) annual and special enrollment brochures and promotions; and, 2) other Plan-related printed materials (i.e., promotional, Plan Participant education, ID Cards, benefit brochures, claim forms, clinical program notices and letters, pre-formatted letters, system generated letters and notifications, correspondence forms, and other written materials and

forms). The Contractor will be responsible for all costs associated with designing, writing, printing, distributing, and mailing all such information.

- Upon request of the Plan Participant, provide printed materials in a medium widely accepted and in compliance with all applicable anti-discrimination Laws.
- Provide website that is specific to OGB and that is in compliance with all applicable anti-discrimination Laws.
- Provide all printed material in electronic format with final version submitted to OGB in PDF file format.
- Provide and mail all CMS-required communications to Plan Participants including but not limited to:
    - Pre-enrollment application materials, enrollment materials including packets and cards, pre- and post-enrollment calls, Plan Participant Welcome Kits to include all CMS required materials (EOC, Pharmacy directory, Formulary, ID card, Welcome letter, etc.), and Annual Notice of Change (ANOC).
- Core Service Package, including Claims processing, implementation set up, Paper Claims/DMR, Subrogation Claims, Reprocessed claims, 24/7 Medicare Part D specialized member contact center and provider call center, Administrative overrides, Formulary Submission/Maintenance, Rebate administration, online reporting, CMS required clinical and FWA, MTM, etc. programs, LICS Best Available Evidence (BAE), Eligibility and Enrollment Processing with CMS, provide file of Part B drugs to medical plan, electronic prescribing.
- Provide accurate TrOOP Tracking/Facilitation.
- Handle after hours calls, Customized Reporting, Data Collection & Reporting, Manual Eligibility Entry, Annual Setup Direct Waivers PDP, Grievance Tracking.
- Provide CMS-required model notices (in response to the TRR).
- Submit/reconciliation of prescription drug event record (PDE), eligibility, Membership Monthly Report or MMR reconciliation, other CMS-required submissions, audits, vaccine administration, and data storage.
- To applicable Plan Participants, send opt-out (pre-notification) letter, Summary of Benefits, Explanation of Benefits, interactive member websites, negative formulary impact letters, coverage gap letters, and transition fill letters.
- Provide dedicated Customer Service Representatives (“CSR”) to research and resolve benefits, Claims payment, denial inquiries and complaints submitted by Plan Participants, pharmacies, and OGB, to the satisfaction of OGB. CSR must have the ability to gather and analyze data, create an historical picture, including a timeline of Claim activity for the

individual Plan Participant, and develop appropriate correspondence for complicated Claim issues that are appealed.

- Furnish a dedicated toll-free number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The dedicated call center for pharmacies, Plan Participants, and account management must be staffed and available to receive calls 24/7.
- Upon request, provide digital recordings of phone calls within two business days of request.
- Document and maintain a service disruption/continuity of operations plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (i.e., repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within 24 hours of occurrence for other events.
- Written communications to Plan Participants that have not been previously approved by OGB will be subject to OGB's approval prior to distribution. Such changes are subject to OGB approval prior to implementation. OGB will review written communications to Plan Participants annually to ensure no change in information, legal requirements as to OGB, etc. are necessary.
- Conduct annual Plan Participant(s) and OGB satisfaction surveys within 30 days after the end of each calendar year and report results to OGB. The survey tools are subject to OGB's approval.
- Meet with OGB staff in person or via teleconference, on at least a weekly basis to review and evaluate Contract administration. This schedule may be modified by OGB.
- Notify OGB within five business days of receipt of any class action notice and/or knowledge of other lawsuits related to the services provided hereunder in which the Contractor determines OGB could have an interest and provide copy of such to OGB. Contractor is not authorized to file such claims on behalf of OGB without OGB's express written consent. The Contractor will provide claims data and reporting to use in filing for refunds or to participate in any such action or litigation at no additional costs and within the reasonable timeframe set by OGB, such timeframe to be determined by OGB at the time the request is made.
- The Contractor must notify the applicable state authority (i.e., state treasurer, etc.) and escheat any unclaimed property upon the expiration of the statutory time period for escheatment.

Task (3): Pharmacy Benefit Manager Services

The Contractor shall:

- Provide prescription benefit management services including, but not limited to, general support and advisory services regarding pharmacy benefit design and implementation, Formulary management, network and rebate management, administrative and claims processing services, clinical management programs, reporting, marketing, customer service, quality management, and utilization management functions.
- Provide network access, without an access fee, to Louisiana pharmacies which are licensed and in good standing with the Louisiana Board of Pharmacy.
- Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, point-of-sale transactions, adjudication, and payment. The Contractor shall verify benefits and eligibility before authorizing the filling of prescriptions and paying Claims.
- Provide a process for reimbursing Plan Participants through electronic submission and paper reimbursement form.
- Provide a full Claims file feed to all vendors designated by OGB including, but not limited to, OGB's actuary and third-party claims administrator of self-insured health plans, as requested by OGB at no additional cost and in the format specified by OGB. File layouts will be provided at no cost to OGB.
- Manage the current pharmacy benefit plan design and any changes implemented by OGB. Benefit design and coverage for supplies and prescriptions can be modified as needed and requested by OGB to align with associated health/medical programs, such as disease management and diabetic care.
- Provide innovative savings solutions for the prescription drug plan, including a detailed overview of the design and scope of the solution.
- Provide a process flow of the solution, from identification of potential savings, outreach to Plan Participants and providers, and data regarding savings realized by the plan and Plan Participants.
- Provide retail network (30 and 90 day), Mail Order, and Specialty Pharmacy services. Contractor shall provide pharmacies the choice to participate in the pharmacy network.
- Provide comprehensive management of the EGWP, including the ability to maintain benefits for OGB retirees who are awaiting EGWP approval by CMS with 100% adherence to all CMS guidelines. Any funds received applicable to Plan Participants in Medicare Part D will be remitted to OGB within 10 business days of receipt from CMS accompanied with back up documentation to support reconciliation.

- Review, clarify, edit as necessary, and confirm the accuracy of all prescription drug program information included in the annual benefit guide and website as requested by OGB. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the request.
- Communicate as necessary with those Plan Participants about Plan Participant disruption letters to those impacted by quarterly Formulary changes.
- Perform all aspects of claims processing, coordination of benefits including non-Medicare and Medicare, claims reimbursement, point-of-sale transactions, adjudication, and payment. The Contractor shall verify benefits and eligibility before authorizing prescriptions and paying claims.
- Support any deductible or out-of-pocket maximum cross accumulation in a mutually agreed format to ensure compliance with the Patient Protection and Affordable Care Act ("PPACA") and all other applicable state and federal laws and regulations.
- Process run-on claims for eligible OGB Plan Participants incurred prior to but not processed as of the effective date of the Contract at OGB's request.
- Process claims for Plan Participants incurred prior to but not processed as of the termination of the Contract and received not more than one year following Contract termination ("run-off services"). At OGB's request, the handling of such claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate in transitioning such services to any successor appointed by OGB. Further, the Contractor will continue to process all claims and appeals for claims incurred prior to termination of this Contract during the one year run-off period following termination, unless otherwise transitioned to a successor appointed by OGB.
- Provide membership eligibility/enrollment, co-payment/coinsurance and benefit coverage information, supplied by OGB or its designated agent in mutually agreed format to network pharmacies at the time of dispensing through the online electronic transmission link maintained between the Contractor and pharmacies to assure Claims are processed appropriately. The Contractor must update such information on a weekly basis.
- Provide 24/7 access to online portal, except for scheduled maintenance, to Plan Participants for activities such as Claim submission, account monitoring, communications requested and approved by OGB, Formulary, and any other information required by Laws. All outages in excess of one hour should be promptly reported to the Contract Monitor.
- Provide web-based tools that will help educate Plan Participants on the benefit plan design and assist in calculating and tracking the cost and utilization of their prescribed drug through all delivery channels (i.e., retail 30, retail 90, specialty, and mail service). The tool(s) must also provide alternative suggestions for more cost-effective medication within the same therapeutic class.

- Unless Laws require greater notice, provide advance written notice to OGB no later than 90 days prior to any anticipated material change(s) to the retail pharmacy network, Mail Order Pharmacy, and/or Specialty Pharmacy with written notice also to be mailed to impacted Plan Participants by no later than 60 days prior to the effective date of any change. For purposes of this requirement, Plan Participant shall include any Plan Participant who has had a prescription filled within the last 90 calendar days or has an active refill on file with the terminating pharmacy. Written communications to Plan Participants will be subject to OGB's approval prior to distribution. Such network changes are subject to OGB approval prior to implementation.
- Provide Plan Participant notice of any delays beyond three days in the delivery of prescription to the Plan Participant.
- Implement a Specialty Pharmacy program that will provide cost-effective care and positive patient outcomes through increased adherence, as well as provide an enhanced patient experience through the convenience of scheduled delivery, disease management programs and compliance monitoring employing a care coordination model.
- Provide predictive and plan design modeling capabilities and tools that will assist OGB in assessing the financial impact and/or Return On Investment ("ROI") of OGB's current benefit plan design and any proposed benefit changes.
- Provide benchmark comparison for clients similar to OGB as well as national comparisons.
- Perform audits of individual pharmacies not located in the State of Louisiana prior to their entering the provider network and as requested by OGB for the purpose of determining each pharmacy's accuracy of prescription Claims processing for the OGB network. For pharmacies located in the State of Louisiana that are seeking entrance into the network, the Contractor may accept the formal application of the pharmacy along with a copy of the on-site inspection report completed by the Louisiana Pharmacy Board in lieu of an audit.
- Maintain criteria to establish when and how a utilized participating pharmacy may be selected for audit (i.e., desk audit, on-site audit, client specific on-site participating pharmacy audit requests, etc.) and/or audited to determine compliance with its contract with the Contractor. Audits will be conducted by the Contractor's internal auditors or its subcontracted auditors at the utilized participating pharmacy. The Contractor will be required to institute action to collect overpayments and return 100% of the recoveries to OGB. Overpayments will be remitted to OGB within 30 days after the close of each Contract quarter via check or wire unless otherwise specified. The Contractor will provide reporting at no cost to validate overpayments and recoveries.
- All audits of pharmacies will be conducted in accordance with applicable Laws.
- OGB has the right to audit the Contractor more than once per year if the audits are different in scope or for different services (e.g., Rebate, Performance Guarantees, Claims, and

Financial). The audits will be at no charge to OGB except at a direct pass-through of any data retrieval fees, which may be required if data requested has already been stored.

- Render payment to OGB for collected Rebates within 120 days after termination of this Contract, and any subsequent Rebates received after termination of this Contract. In addition, all pricing guarantees will be trued up and any shortfalls will be paid to OGB within 120 days after said termination.
- Provide immediate notification upon receipt by the Contractor of any non-routine, CMS-related inquiries regarding OGB's pharmacy benefits program and prepare response to such inquiries for OGB approval within the specified timeframe mutually agreed upon by the parties; and submit such response to CMS after OGB approval.
- Perform and/or process subrogation of prescription Claims payments and other government agency recoveries on behalf of OGB in accordance with the timeframes specified by Laws or such other periods requested by OGB. Government agencies include but are not limited to the Centers for Medicaid and Medicare Services ("CMS"), Office of Inspector General ("OIG"), Health and Human Services ("HHS"), State Medicaid agencies, Veteran's Administration ("VA") facilities, Indian Health Services and Bureau of Indian Affairs ("IHS"), and Department of Defense military treatment facilities (or other similar facilities) ("DOD"), or the agencies' or facilities' third-party representatives.
- Remit applicable fees to pharmacies as required by Laws, including but limited to La. R.S. 22:1860.1 and La. R.S. 46:2625, and in the timing required by Laws, including but not limited to La. R.S. 22:1854 as applicable.
- For disaster declarations and or catastrophic events, the Contractor should have the ability to limit the "refill too soon" edit to either the parish/county of residence or the zip code of residence of Plan Participants affected by the disaster or catastrophic event.
- Provide all EGWP communications via Mail and not electronically.
- Formulary Management:
    - The Contractor shall design, develop, and implement a Formulary, or Formularies, to comply with coverage defined in the Plan Documents. The Formulary/Formularies shall include FDA-approved drugs that have been evaluated for inclusion by the Contractor's P&T Committee. The Contractor shall be the exclusive Formulary administrator of all Formularies for the prescription drug benefit. The initial Formulary/Formularies, that will impact Plan Participants on the date of go-live shall be in place and ready for OGB review no later than 60 days prior to the Go-Live date.
    - By the Go-Live date the Contractor shall assume responsibility for administering and maintaining the Formulary/Formularies, including the PA criteria and clinical programs. The Contractor shall also assume responsibility for administering and

maintaining additional Formularies during the term of this contract at OGB's request.

- At no additional cost to OGB but subject to impacts as contemplated in **Attachment III: Pricing, Section 2.5 General Pricing Terms and Conditions** if applicable, the Contractor shall allow edits to the Formulary (including the ability to remove or add any products such as but not limited to over the counter ("OTC") products) if requested by OGB. The Contractor shall provide OGB with estimates of all expected financial impacts of any contemplated edits to the Formulary. OGB shall be permitted reasonable time to review expected financial impacts prior to rendering a final decision. The Contractor shall implement edits to Formularies within an acceptable timeframe proposed by the Contractor and approved by OGB in writing. To the extent OGB requests and implements formulary changes that comprise a significant departure to the Formulary, the Contractor may charge an additional fee for the current cost of supporting a custom formulary.

- The Contractor shall monitor Formulary compliance and, if requested by OGB, report compliance information to OGB quarterly. If requested by OGB, Contractor shall provide suggestions for improving Formulary compliance.

- The Contractor shall implement standard utilization management changes requested by OGB within 60 business days of OGB's request (custom formulary changes may require additional time to implement). Additional time, beyond 30 business days, may be granted with OGB's prior approval in writing. Changes shall include modifications to the POS system and all supporting systems and documents. The Contractor shall notify affected Plan Participants in writing no more than 15 days following final notification of OGB's intent to implement, unless applicable Laws require a shorter timeframe. OGB must provide prior approval in writing for all Plan Participant notifications. To the extent OGB requests and implements utilization management changes that comprise a significant departure to the Formulary, the Contractor may charge an additional fee for the current cost of supporting a custom formulary.

- The Contractor shall not implement or administer any program that results in the therapeutic switching of Plan Participants to products that would result in a higher Net Cost (that is, a higher cost net of all discounts and rebates) for OGB l. The only exceptions are for Plan Participant safety or efficacy issues or, upon written notification to OGB and with prescriber approval, in response to widespread marketplace drug availability issues with the more cost-effective product.

- Final decisions for inclusion or exclusion from the Formulary shall be at the sole discretion of OGB, subject to **Attachment II: Pricing, Section 2.5 General Pricing Terms and Conditions**.

- The Contractor shall regularly review OGB's Plan Documents to ensure compliance with providing medications and supplies as noted or excluded in these

documents. The Contractor must ensure compliance with this and other similar language in the Plan Documents throughout the term of this Contract.

- Formulary Design and Development:

    i. Based on the recommendations by the Contractor's P&T Committee, the Contractor shall design the Formulary to:

        1. Promote the prescribing and dispensing of safe and clinically effective drugs within each therapeutic class that are clinically effective and cost-effective for OGB;

    ii. The Contractor's P&T Formulary review process shall be an evidence-based review of clinical guidelines and medical literature to identify which agents and classes of drugs shall be included on the Formulary. Within the classes of drugs determined to be included on the Formulary, the Contractor shall determine which drugs within each class are safe, clinically effective, cost rational and provide equivalent clinical outcomes. The Committee's recommendations for inclusion on the Formulary shall be based on a thorough review of clinical effectiveness, safety, and health outcomes, followed by an analysis of the relative costs of the drugs in each class under consideration. The Contractor shall, at OGB's request, provide OGB documentation describing the Formulary review process.

    iii. The Contractor shall identify therapeutic alternatives and opportunities for savings and report these opportunities quarterly to OGB. The Contractor shall also present recommendations at the annual review meeting concerning therapeutic categories that should be avoided with regard to inclusion on the Formulary, if applicable.

    iv. The Contractor may modify drugs included on the Formulary as a result of factors including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Prior to implementing any Formulary change, the Contractor shall notify OGB in writing of modifications to the Formulary, which will include a statement as to the reason for the modification.

    v. Upon review by OGB, the Contractor shall implement Formulary management programs, which may include cost-containment initiatives, such as therapeutic interchange programs; communications with eligible Plan Participants, participating pharmacies and/or physicians (including communications regarding Generic Drug substitution programs).

    vi. The Contractor shall design, develop, implement, administer and maintain a list of quantity limits for certain preferred and non-preferred drugs. The Contractor shall base this list on therapeutic best practices (current clinical

guidelines) or opportunities to reduce the cost of the most appropriate dosage form.

vii. The Contractor shall ensure the Formulary is readily available on the Internet for both prescribers and Plan Participants and that prescribers and Plan Participants can easily identify utilization restrictions and Formulary alternatives for non-Formulary or high-cost products.

viii. The Contractor shall coordinate its Formulary development process and criteria with the Contractor's clinical program requirements (PA, Step Therapy, etc.) to ensure consistent processes.

ix. The Contractor shall ensure that the Pharmacy Program and POS system include provisions for the dispensing of an emergency supply (early refill, Plan Participant lost prescription, vacation supply, dose increase, etc.), as described and determined by the Plan Document and OGB.

x. The Contractor shall work with OGB to implement utilization edits on medications deemed by OGB or Contractor to be wasteful or of low value. Affected Plan Participants will be provided notice in writing by the Contractor at least 60 days prior to the change, and as new drugs are added to the wasteful, low-value program and current utilizers are identified.

xi. The Contractor shall have a program in place to reduce the utilization of drugs with hyperinflated costs that provide no meaningful clinical value. OGB's intent is to reduce the utilization of such drugs and redirect Plan Participants to other medications of less cost that provide better clinical value. Affected Plan Participants will be notified in writing by the Contractor at least 60 days prior to the change, and as new drugs are added to the Program and current utilizers are identified.

- OGB will make all final determinations regarding participation in Formulary management programs.
- The Contractor shall allow Plan Participants impacted by an OGB-approved Formulary management program change a period of no less than 60 days after receiving notice of such change, unless otherwise agreed to by OGB, to comply with the change and shall allow Plan Participant exemptions/Continuity of Therapy Utilization at OGB's request.
- Subject to **Attachment II: Pricing, Section 2.5 General Pricing Terms and Conditions**, the Contractor shall modify Formulary as requested by OGB and communicate such modifications as necessary by transmitting disruption letters to those Plan Participants impacted by Formulary changes.
- Perform Formulary management, rebate sharing and other clinical services described herein. These services will include, but not limited to, prior

authorization, step-therapy, concurrent and retrospective drug utilization review and other measures that are deemed appropriate to effectuate Formulary management. All Formulary changes are subject to OGB's approval prior to implementation.

- The Contractor shall send Plan Participant and prescriber notification letters at least 45 days in advance of Formulary updates to advise Plan Participants and their prescribers of any change that will negatively impact the Plan Participant. The Plan Participant and prescriber letters shall indicate the Formulary change date, the Plan Participant's currently used medication(s) and the soon-to-be Formulary alternatives. OGB shall not be billed for these letters, and they shall be included in the Administrative Fee paid to the Contractor.

- **Medicare Prescription Payment Plan (M3P)**. The Contractor will provide the program outlined below to fulfill the Plan's obligations to implement the Medicare Prescription Payment Plan (M3P), under the Inflation Reduction Act and any implementing regulations and applicable CMS instructions, as part of the services to OGB for the administrative fees set forth below. As part of the M3P and as required by CMS when a Plan Participant who is enrolled in the OGB Medicare Part D prescription drug plan opts into the M3P(an "M3P Participant") , the M3P Participant will not pay their member share as defined in the plan documents ("Member Share") at POS for Medicare Part D covered drugs. Drugs covered by the wrap are not eligible for the M3P. The Member Share the M3P Participant would have paid at POS will be charged to OGB through the claims billing process. The M3P Participant's Share for that drug will be divided over the number of months remaining in the Plan Year as outlined by M3P. M3P Participants will receive a monthly bill from the Contractor for their Member Share liability. As the M3P Participant pays their monthly payment, the Contractor will provide reporting showing the M3P payments collected. To the extent that any M3P Participant balance remains unpaid by the M3P Participant at the conclusion of the Plan Year, OGB shall be responsible for the amount of the uncollected Member Share. The Contractor and OGB agree to work together in good faith and Contractor will use best efforts to provide information to OGB in its debt collection efforts of uncollected Member Share, including but not limited to providing OGB with all correspondence between the Contractor and M3P Participants and back-up data regarding the debt.

- Contractor Responsibilities. The Contractor will provide the following services as part of the M3P:

  - Program participation status management (i.e., opted in or opted out) for OGB's EGWP Plan Participants;

  - Process new M3P Participant requests to opt-in within 10 days of receipt when request to opt-in is made prior to the start of the Plan Year. Process new M3P Participant requests to opt-in within 24 hours of receipt when the request to opt-in is made during the Plan Year.

- Program participation status messaging supporting Customer Care and pharmacy messaging as required by CMS;
- Reporting of final patient pay amount for M3P Participants with supplemental coverage and information on members who reach CMS defined single prescription out-of-pocket cost threshold;
- In accordance with CMS requirements, claim processing management, including program calculations for adjudication, pharmacy payment obligations and claims processing, and re-adjudication of new participant claims, when required;
- Retroactive claims management related to Low Income Subsidy (LIS);
- M3P Participant election to opt in or opt out of M3P via online, mail and phone;
- M3P Participant billing and payments processing through standard payment processes which comply with CMS requirements for M3P Participants that have opted into the M3P program, including monthly M3P Participant M3P invoicing;
- Customer service for M3P Participant inquiries regarding program participation, M3P Participant billing, Claims adjudication, and opt-in/opt-out;
- All CMS-required M3P Participant communications to all OGB Plan Participants eligible to participate in the M3P using CMS templates as approved by OGB. However, Contractor is not able to customize M3P Participant communications;
- Account receivable status reporting regarding M3P Participant billing and collections and Claims processed through M3P program. The Contractor will not be engaging a collections agency and conducting collections beyond that described in this Emergency Contract;
- Contact M3P Participants to clarify when payment received by the Contractor for M3P Participants is not clear whether it is intended as a premium payment or M3P payment;
- M3P Participants who opt-out the option to pay any remaining unpaid balance in a lump sum;
- Respond to appeals filed by M3P Participants related to M3P program in accordance with the terms of the Emergency Contract;
- Respond to grievances filed by M3P Participants related to M3P program in accordance with the terms of the Emergency Contract;
- Access for M3P Participants to the M3P Participant Portal.
- Submit any and all required CMS-required reporting for the M3P on behalf of OGB.

- Provide invoicing that includes M3P Participants' Member Shares as separate charges to OGB and showing credits as payments are received from M3P Participants.
- Overdue Unpaid Balances:
    1. When M3P Participants have failed to pay a monthly billed amount, send them a notice of such.
    2. The notice shall contain information that the M3P Participant has 60 days to pay the overdue unpaid balance prior to being terminated from the M3P. Such notice shall include the date the M3P Participant will be terminated from the M3P.
    3. The Contractor shall continue to send the M3P Member's monthly invoice.
    4. The Contractor shall involuntarily terminate all M3P Members who fail to pay their M3P balance at the end of the grace period and shall send notice of such termination to the terminated M3P Participant. Such notice shall comply with all CMS requirements and include information about the availability to opt back into the M3P upon payment of overdue unpaid balances.
    5. The Contractor shall provide monthly reporting of all opt-in and opt-out activity, including M3P Participants involuntarily terminated due to failure to pay.
- In the event an M3P Participant is no longer a Plan Participant enrolled in EGWP but has an unpaid balance, the Contractor shall continue to collect monthly payments from the former M3P Participant in accordance with this Agreement. In the event the former M3P Participant has an overdue unpaid balance, the Contractor shall comply with the requirements for the Overdue Unpaid Balances as detailed above.
- In the event of an audit, provide support for CMS audit of OGB related to M3P.
- Provide Deliverables as set forth in Section 1.0 Deliverables.
- OGB Responsibilities. OGB is responsible for the following:
    1. M3P Participant unpaid balances remaining after the end of the Plan Year.

Notwithstanding the foregoing, to the extent that rules, instructions and guidance related to M3P change from time to time, and such changes would require the Contractor to conduct activities beyond the scope of the services delegated to the Contractor herein, or increase the level of effort required by the Contractor to provide the M3P Solution services delegated to the Contractor herein, the Parties agree to work together in good faith and modify the obligations and fees herein.

Task (4) Clinical Management Services

The Contractor shall:

- Develop and implement clinical intervention and programs that provide cost-savings to OGB. All such initiatives are subject to OGB's approval prior to implementation and/or discontinuance.
- Provide clinical resources (i.e., dedicated pharmacist, etc.) to OGB to assist in interpreting pharmacy data and developing cost management strategies.

Deliverables

The deliverables listed in this section are the minimum required from the Contractor for EGWP. Additional deliverables may be included as mutually agreed between both parties.

Deliverable	Description	Frequency of Submission
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the annual SOC 1, Type II and/or SOC 2, Type II (as agreed by OGB) resulting from the SSAE18 engagement or any other independent assurances approved by OGB for the period of April 1, 2025 – March 31, 2026. Contractor shall also provide bridge letters to OGB for the period of April 1, 2026 – December 31, 2026.	Initial copy for April 1, 2025- March 31, 2026 shall be provided by July 31, 2026. The bridge letter shall be provided within two months following the close of the period covered by the letter.
Performance Guarantees		
Performance Guarantee Report	A detailed comprehensive monthly report including metrics for the performance guarantees set forth in the Contract.	Within 60 calendar days after end of each quarter and calendar year.
Financial Guarantee Report	A comprehensive quarterly report, including the effective AWP discounts, dispensing fees, and rebates.	Within 30 calendar days after end of each quarter.
Account Satisfaction		
Plan Participant Satisfaction Survey	Conduct annual Plan Participant satisfaction survey and report results to OGB.	Within 30 calendar days after end of each calendar year.

OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	Within 30 calendar days after end of each calendar year.
Market Check		
Market Check Report	Provide comments on the market check audit report provided by OGB or its designee.	Within 30 calendar days of receipt.
Operational Activities		
Ad Hoc Reports	Provide client-specific reports that include data related to the Contractor's operating performance and health outcomes of OGB Plan Participants.	Within 10 business days of request.
Monthly Projections	Provide client-specific reports that project cashflow and rebates.	Within 10 business days of month end.
Weekly Status Meeting Agenda	A document that provides a high level overview of agenda topics, new and current issues requiring resolution, and any other necessary discussions.	Within 24 hours prior to the scheduled meeting for review and comments.
Service Log	A log detailing open and resolved issues to include, but not limited to, description of issue, date identified, recommended and/or agreed upon course of action, anticipated completion date, responsible party for resolution, notes from meeting discussions regarding the issue, and any other applicable comments.	Within 15 calendar days after the end of each month.
Meeting Minutes	Provide detailed and well-documented draft meeting minutes for review and comment. Final minutes must be provided within three (3) business days after receipt of revisions from OGB.	Within three days after any meeting and/or receipt of revisions from OGB.
Quarterly Meeting Frequency	Attend all quarterly meetings via teleconference or onsite four times per calendar year at OGB.	The meetings shall be held no later than 60 days following quarter end.

Quarterly Meeting Agenda	A document that provides a high level overview of agenda topics, new and current issues requiring resolution, and any other necessary discussions.	Within 10 business days in advance of the scheduled quarterly meeting.
Process Log	A comprehensive document including a detailed description of all benefit and system programming changes.	Within five business days of any change.
Drug Type Summary	A summary of claims by drug type, broken out by Plan & level of coverage (employee ("EE"), employee + spouse ("EE+SP"), etc.), drug type (Generic/Brand), prescription count, days' supply, paid amount, total Plan Participant Out of Pocket ("OOP").	Within 15 calendar days after end of each month.
Paid Claims Summary	A summary of paid claims, broken out by Plan & level of coverage, prescription count, Plan paid amount, Plan Participant paid amount, total claims, and year to date total.	Within 15 calendar days after end of each month.
Direct Member Reimbursement ("DMR") Summary	A summary of DMR Claims by Plan to include DMR flag, in/out network, prescription count, relationship code, paid amount, total Plan Participant OOP, and year to date total.	Within 15 calendar days after end of each month.
Specialty Utilization by Drug within Disease Summary	A summary of specialty drug utilization to include, but not limited to, Rheumatoid Arthritis, Multiple Sclerosis, and Hepatitis C broken out by disease state, drug name, number of prescriptions, Plan/Plan Participant cost, Plan/Plan Participant cost per fill, average total cost per fill.	Within 15 calendar days after end of each month.
Clinical Pipeline Report	A summary of specialty products in Phase III trials that are expected to receive Federal Drug Administration ("FDA") approvals within the next 12 months. This report is to include information by drug, manufacturer, therapeutic category, main use/description, expected approval,	Last day of the month following end of each quarterly reporting period.

	efficacy and safety data, predicted place in therapy, and financial impact. As specialty products are released to market a drug review will be performed that includes efficacy, safety data, place in therapy, comparative cost analysis, Formulary placement recommendation, and prior authorization guideline recommendation.	
OGB Claims by Therapeutic Class	A description of the top 25 therapeutic classes by Plan paid claims. This report is to include total paid, Plan paid, patient paid, and percentage of Generic of each, number of claims, percentage of total claims, percentage of Generic drugs utilized, Plan paid/day, Plan paid/claim, and per Plan Participant per month.	Last day of the month following end of each quarterly reporting period.
Drug Utilization Review ("DUR") Activity Report	A description of the total monthly drug utilization. To include total DUR activity, rejected claims, and reversed claims broken out by conflict description, summarized by total DUR count, ingredient cost, paid and percentage of alerts, total overall claims, claims with alerts, and claims sent summary.	Last day of the month following end of each quarterly reporting period.
Grievance report	A description of Plan Participant reported grievances, both oral and written broken out by number of type: Plan (co-pays, coinsurance, coverage gap, prescription exclusions/limitations); appeals/formal grievances; customer service (i.e., Plan materials not received, mail order vendor, pharmacy staff, service plan operations, service plan staff); disenrollment (i.e., disenrollment not processed), fraud and abuse; marketing; quality of care; other/misc.	Last day of the month following end of each quarterly reporting period.

Plan Summary	A summary of issues, changes to Formulary, communications, and recommendations, to be presented at quarterly meetings.	10 calendar days prior to the occurrence of each quarterly meeting.
Maximum Allowable Cost ("MAC")	A MAC pricing list (i.e., OGB retail pricing for Other Pharmacy Claims).	Within 15 calendar days after end of each month.
Pharmacy Audits	Detailed results of any pharmacy audit including recommendations for identified deficiencies and plan of action as needed.	Last day of the month following end of each quarterly reporting period.
Plan Participant Communications	Prepare talking points and communications necessary for Plan/Formulary updates and changes.	Within the timeframe identified by OGB at time of request.
CMS Reporting	Prepare and submit all CMS mandated and ad hoc reports.	Within the timeframe identified at the time of request.
Payment of Rebates	Render payment to OGB for rebates	Within 90 days following the end of each quarter and within 120 days following the end of each calendar year.
Payment of Revenues Identified in the Initial Revenue Report	Render payment of all Revenues directly attributable to this Contract to OGB that were collected in the calendar year covered by the Initial Revenue Report.	Within 30 days of filing the Initial Revenue Report.
Payment of Revenues Identified in the Final Revenue Report	Render payment of all Revenues directly attributable to this Contract to OGB that were collected in the calendar year covered by the Final Revenue Report.	Within 30 days of filing the Final Revenue Report.
Reconciliation and Payment of Financial Guarantees	Render payment to OGB for reconciliation of financial guarantees.	Within 90 days following the end of each quarter.
Initial Revenue Report	Annual report detailing any known Revenues outside the administration fee	Submit to OGB and the Louisiana House

	related to this Contract for the preceding calendar year, by source, in accordance with La. R.S. 42:813-817 (2024 La. Acts No. 546).	and Senate Committees on Insurance by April 1 for preceding calendar year. For the 2026 Contract Year, the Initial Revenue Report is due by April 1, 2027.
Final Revenue Report	Annual report updating and supplementing as appropriate any information not reported in the Initial Revenue Report to ensure that all Revenues for the preceding calendar year are reported, in accordance with La. R.S. 42:813-817 (2024 La. Acts No. 546).	Submit to OGB and the Louisiana House and Senate Committees on Insurance by June 30 for preceding calendar year. For the 2026 Contract Year, the Final Revenue Report is due by June 30, 2027.
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by the Contractor.	No later than June 30 of each calendar year.
M3P Participants Report	List of M3P Participants who have opted into the program, providing who has opted in and is in good standing and who has been involuntarily terminated from the program as well as amounts they owe and payments made.	Monthly, provided with the monthly invoice with the M3P Administrative Fee.
Overdue Unpaid Balance Report	A listing of M3P Participants who have overdue unpaid balances, the amount owed, and all relevant dates such as dates notices are sent, date the sixty-day grace period ends, etc.	Every 15th day of the month, beginning February 15, 2026, with the final report due on January 15, 2027 providing a final accounting.

Performance Guarantees

The Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each contract year. OGB, at its sole discretion, will allocate the amounts at risk for performance guarantees. The Contactor will be subject to per day fees for certain performance guarantees. The Annual Amount at Risk is a percentage of the annual amount of the Contract. Year 1 is considered one year for calculating the Annual Amount at Risk. Year 2 is considered one year for this calculation as well.

All performance guarantees must be reconciled annually and reported to OGB within 60 days after the close of the period being measured and any penalties owed to OGB shall be paid within 45 days after reported reconciliation. Implementation performance guarantees will be measured and reported within 90 days of the agreed upon implementation date. Payment of any implementation performance penalty shall be paid within 60 days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to performance standards detailed in **Attachment I: Statement of Work**.

Audit: OGB reserves the right to audit performance guarantee reports. A third party may be utilized to perform this audit.

Measurement Periods: For annual performance guarantees, the period to be measured shall be calendar year 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Performance Guarantees Total Dollar at Risk	Calendar Year 2026
EGWP Ongoing Performance Guarantees: Total dollar at risk for the Ongoing (annual) Performance Guarantees.	[redacted]

*Annual Risk Allocation for EGWP Performance Guarantees will be calculated using the Performance Guarantees Dollar at Risk. For example, a 4% annual risk allocation for failure to meet an ongoing performance guarantee would result in a penalty in the amount of [redacted]
**Numbers based upon the following assumption: EGWP 44,017 lives (retirees and eligible dependents).

EGWP

Performance Guarantee	Measurement	Annual Amount at Risk
Pharmacy Network Disruption	In accordance with CMS requirements.	3%

Retail Direct Reimbursement Claims	Within five business days, 100% of retail direct reimbursement claims shall be processed for payment; or, if rejected, shall be responded to.	2%
Retail Point-of-Sale Claims Adjudication Accuracy	Adjudication accuracy rate of at least 99.5% for all claims processed at point of sale.	0% - Report Only
Mail Order Turnaround for Prescription Drugs Requiring No Intervention	99% of mail orders for prescription drugs requiring no intervention (i.e., clinical verification, prior authorization, etc.) will be shipped within two (2) business days. (Measured in business days from the date the prescription drug claim is received by the Contractor either paper, phone, fax or e-prescribed.)	2%
Mail Order Turnaround for Prescription Drugs Requiring Administrative/Clinical Intervention	100% of mail orders for prescription drugs requiring administrative/clinical intervention will be shipped within fivebusiness days.	2%
Mail Order Dispensing Accuracy	99.8% or greater accuracy of mail order prescriptions dispensed with no errors.	0% - Report Only
Wait Time for Pharmacist/Clinical Support Supervisor	100% of Plan Participant calls that are transferred to a pharmacist or supervisor will be answered within 5 minutes.	1%
Specialty Pharmacy Dispensing Accuracy	99.8% or greater of Specialty Pharmacy prescriptions filled with no errors.	0% - Report Only
Specialty Adherence Rate	Adherence rate for patients using specialty pharmacy of at least 90%. Conditions to be measured include, but are not limited to, Rheumatoid Arthritis, Multiple Sclerosis, Growth Hormones, HIV/AIDS, and Hepatitis C. Conditions will be measured for each condition separately.	3%
Average Speed to Answer	On average 100% of calls will be answered by a live voice within 20 seconds or less. The amount of time that elapses between the time a call is received into a Plan Participant	3%

	service queue to the time the phone is answered by a CSR. Measurement excludes calls routed to IVR.	
Abandoned Call Rate	2% or less of calls will be abandoned before call is answered by CSR. (Measurement excludes calls abandoned within the first 30 seconds and calls routed to IVR.)	3%
First Call Resolution	98% of all calls will be resolved at first point of contact.	3%
Prior Authorizations	Promptly review and respond to request for prior approval for specific drugs following receipt of all required information, but in any case will respond in no more than two business days.	4%
Plan Participant Written Inquiry Timeliness	97% of all Plan Participant written inquires will be responded to and resolved within five business days and 100% within 10 business days.	2%
Plan Participant Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2026.	15%
OGB Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2026.	13%
Standard Reporting	Deliver within the specified timeframe standard financial and clinical reports detailed in the deliverables section.	5%
Quarterly Meeting	Attend all quarterly meetings on-site or via teleconference four times per calendar year at OGB. The meetings shall be held no later than 60 days following quarter end.	2%
Plan Participant Identification Card Timeliness	Issue at least 99% of all new Plan Participant identification cards within 10 calendar days following receipt of notification of approval from CMS.	1%

Reporting Requirements	Provide OGB all reports specified in **Attachment I: Statement of Work** within the specified timeframes. Additionally, the Contractor must prepare a written summary analysis and orally present results to OGB annually.	10%
On-site Pharmacy Audits	At least 3% of pharmacies with greater than 150 OGB Plan Participant prescriptions will be audited on-site on a quarterly basis.	0% - Report Only
Point-of-Sale Network System Downtime	System downtime will be 0.5% or less, measured monthly.	1%
Eligibility Processing Accuracy	100% of electronically transmitted eligibility files processed accurately within one business day without error.	2%
Actual Quarterly Rebate Payments	Render payment to OGB for rebates within 90 days following the end of each quarter.	4%
Reconciliation	Reconciliation of all financial settlements (i.e., performance guarantees, Formulary guarantee true-up, generic guarantees, rebates, etc.) to OGB within 120 days from the close of each reporting period.	4%
True-up Payments	Payment of all financial settlements (i.e. performance guarantees, Formulary guarantee true-up, generic guarantees, rebates, etc.) to OGB within 120 days from the close of each reporting period.	4%
Independent Assurances	The Contractor shall supply OGB with an exact copy of the annual SOC 1, Type II and/or SOC 2, Type II (as agreed by OGB) resulting from the SSAE18 engagement for the period of April 1, 2024 – March 31, 2025 and bridge letters covering April 1, 2025 – December 31, 2025 by the applicable date specified in the Deliverables section above.	Subject to $1,000 per day penalty.

Audit Response Time and Reconciliation	Audit response and reconciliation of findings will be provided within 60 days of the close of the audit. If a response is not received and the Contractor requires the audit be reopened then the Contractor will pay for the additional audit fees.	4%
Audit Errors	If a claims or rebate audit results in errors that express more than 1% of drug costs then the Contractor will reimburse OGB those costs plus interest, as well as the applicable audit fees.	0% - Report Only
Accumulator Tracking and Accuracy	Accumulators (tracking plan participants' Out-of-Pocket Maximum) shall be tracked in real time with 99.5% accuracy.	5%
Accuracy of Administration of M3P Program Enrollment	100% of M3P Participants who meet the termination qualifications are timely terminated from the M3P if they still have an overdue balance after the 60-day grace period. 100% of M3P Participants who were terminated from the M3P are provided the opportunity to opt back in if they bring their balance current.	1%
Accuracy of M3P Payments	Amounts collected by Contractor are timely applied and accounted for with 100% accuracy.	1%

ATTACHMENT II: PRICING

1. General Pricing Information

1. The financial terms described in this Attachment will be effective January 1, 2026.
2. Please note that rates and fees are subject to change based on CMS requirements. No rate or fee change is effective until an amendment to this Emergency Contract is executed.
3. For Mail Order, Specialty, and Retail Pharmacy Claims, the participating pharmacy will collect from the Plan Participant the lowest of the discounted cost plus dispensing fee and applicable taxes, applicable cost share, or the participating pharmacy's Usual and Customary price.
4. Proposed pricing shall not be contingent upon the adoption of any ancillary services (i.e., clinical programs, utilization management programs, plan design changes, etc.) beyond what is currently in place today.
5. OGB will receive the greater of the aggregate Minimum Rebate Guarantees or 100% of Rebates. PBM will pay Minimum Rebate Guarantees on a quarterly basis no later than 90 days following each calendar quarter, as well as Rebates received by PBM during the prior calendar quarter. Minimum Rebate Guarantees are paid on a quarterly basis by channel using the following formula for each dispensing channel independently, then summed: the calculation of the Minimum Rebate Guarantee will be the Rebate Guarantee multiplied by (the total Brand Drug Claim count minus the Claims subject to exclusions as identified in this Contract),and reconciled annually in the aggregate. A walkdown of the various excluded claims will be required to account for all rebate-eligible claims. All claims, including those excluded from financial guarantees, will be included in the reconciliation review. In the event that the PBM utilizes an intermediary/third party/group purchasing organization to determine rebates for OGB, OGB will have the right to audit that intermediary/third party/group purchasing organization directly.
6. EGWP Rebate guarantees are conditioned upon alignment with SilverScript Platinum Formulary with Closed Wrap Enhanced Benefit (which may be referred to as Other Health Insurance or "OHI" in communications). OGB's decisions to provide pharmaceuticals to plan participants on a case-by-case basis in response to appeals will not cause OGB to be out of alignment with SilverScript Platinum Formulary with Closed Wrap Enhanced Benefit (which may be referred to as Other Health Insurance or "OHI" in communications).
7. PBM shall render payment to OGB for all outstanding collected Rebates within 120 days after termination of the Contract and any subsequent Rebates received after termination of the Emergency Contract. In addition, all discount and dispensing fee guarantees will be trued up and any shortfalls will be paid to OGB within 120 days after said termination.
8. In addition, reconciliation of all discount and dispensing fee guarantees will be made to OGB within 90 days from the close of each Measurement Period, as described in Section 21.0 Financial Guarantees. Any billing formula and all related financial guarantees stated herein will be based on the AWP and associated discount on the date of service of each individual prescription Claim for Mail Order, Specialty, and Retail Pharmacy Claims. Discount

guarantees shall be reconciled by comparing the stated guarantee amount for the applicable category of Claims across all claims (excluding Claims excluded from the applicable guarantee), with the aggregate discount off of AWP for actual Claims paid by OGB in that discount guarantee category (excluding Claims that are excluded from the applicable guarantee). OGB will be paid dollar-for-dollar to the extent the discount for those actual, non-excluded Claims was less than the stated guarantee amount across all non-excluded Claims. Dispensing fee guarantees shall be reconciled by comparing the stated per-Claim guaranteed dispensing fee multiplied by the total number of Claims in the applicable category of Claims that are not excluded from the applicable guarantee, with the aggregate amount of dispensing fees paid by OGB for actual Claims in that category (excluding Claims that are excluded from the applicable guarantee). OGB will be paid dollar-for-dollar to the extent the total dispensing fees paid for those actual, non-excluded Claims exceeded the guaranteed amount multiplied by the number of non-excluded Claims. For discount purposes and other related contract calculations, Single-Source Generics should be considered as Multi-source generics and must not be considered Brands for the purpose of pricing or guarantee reconciliation.

9. MAC, if applicable, is managed to achieve pricing guarantees within each component while maintaining a MAC unit price at mail that is equal to or lower than the MAC unit price at retail.

10. All billing discounts and related guarantees will be calculated using only the billing formula used to process the Claim. No other monies (i.e. audit savings, clinical savings, therapeutic interchange savings, DUR savings, etc.) will be included in the reconciliation of any billed amounts, guarantees or otherwise.

11. Rebate guarantees will not be conditioned on the average days of supply performance during this Contract term. The Contractor cannot pro-rate rebate guarantees based on the achieved utilization performance, nor set a floor days of supply performance amount that needs to be achieved to be eligible for the rebate guarantees.

12. For purposes of the Federal Anti-Kickback Statute, Manufacturer Payments paid to OGB and any other OGB credits provided under this Emergency Contract shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A).

13. For compound drug Claims, PBM applies the NCPDP D.0 standard. For each compound drug Claim, the submitting pharmacy shall provide the following: (a) compound indicator; (b) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) total quantity and total Usual & Customary price; and (d) level of effort value. PBM shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. The level of effort charge will be applied in addition to the appropriate dispensing fee.

14. For the Enhanced benefit, brand discount and dispensing fee guarantees will be the same as the EGWP pricing shown above; generics shall be excluded from any pricing guarantee; and 100% of rebates earned shall be passed through to OGB. Minimum Rebate guarantees will not apply. The Enhanced benefit is a PBM service administered by a CVS Health entity.

2.0 Pricing for Claims

2.1. Exclusions and Inclusions

The following tables indicate what will be included and excluded from guarantees:

Discount and dispensing fee guarantees apply to the following days supply within each channel	**Response**
Retail network- 0 to 83 days supply	Confirm
Retail 90 network- 84+ days supply	Confirm
Mail network- All days supply, no limitations	Confirm
Retail Specialty network- All days supply, no limitations	Confirm
Mail/ PBM Specialty network- All days supply, no limitations	Confirm
Brand discount and dispensing fee guarantees will apply to, and include, the following in the reconciliation:	**Response**
Single Source Brands	Included
Multi Source Brands not adjudicated with a DAW-5 code	Included
Exclusive Distribution Drugs	Excluded
Limited Distribution Drugs	Excluded
Glucose test strips (including continuous blood glucose monitors)	Included
OTC Brand Drugs - (if covered by Plan)	Included
Generic discount and dispensing fee guarantees will apply to, and include, the following in the reconciliation:	**Response**
Single Source Generics	Included
Multi Source Generics (both MAC and non-MAC'd)	Included
Brands adjudicated with a DAW-5 code	Included
Patent Litigated products	Included
Limited Supply Generic Drugs	Included
Biosimilars (Specialty Generics) dispensed at retail pharmacies (not at the PBM specialty pharmacies)	Included
Exclusive Distribution Drugs	Excluded
Limited Distribution Drugs	Excluded
Glucose test strips (including continuous blood glucose monitors)	Included

OTC Generics - (if covered by Plan)	Included
Discount and dispensing fee guarantees shall exclude the following from the reconciliation:	**Response**
U&C Claims	Confirmed.
Compound Claims	Confirmed.
Direct Member Reimbursement/Paper Claims	Confirmed.
Claims with calculated discount of greater than 95%	Confirmed.
Secondary/COB claims (including subrogation)	Confirmed.
340b pharmacy	Confirmed.
Vaccines	Confirmed.
Claims through Department of Veterans Affairs (VA) pharmacies	Confirmed.
Maximum Fair Price (MFP) drug Claims	Confirmed
Rebate Guarantees	**Response**
The following are included in the Minimum Rebate Guarantee calculation:	
Single Source Brands	Confirmed
Multi Source Brands	Confirmed with the exception of DAW 5
Biosimilars	Confirmed
OTC Brand Drugs (if covered by Plan)	Confirmed
Exclusions for Minimum Rebate Guarantee calculation:	• 340B Claims; • Compound drug Claims; • Paper or Member submitted Claims; • Coordination of Benefits (COB) or secondary payor Claims; • Vaccine and vaccine administration Claims •Maximum Fair Price drug Claims •HIV Prep Drug Claims

2.2. Rebate Guarantees

EGWP

Minimum Rebate Guarantees	(Calendar Year 2026)
Minimum Rebate Guarantee per Retail network Brand Claim	[redacted]
Minimum Rebate Guarantee per Retail 90 network Brand Claim	[redacted]
Minimum Rebate Guarantee per Mail network Brand Claim	[redacted]
Minimum Rebate Guarantee per Retail Specialty network Brand Claim	[redacted]
Minimum Rebate Guarantee per Mail/PBM Specialty network Brand Claim	[redacted]

2.3. Pricing for Retail Claims, Mail Order Claims and Specialty Drug Claims

The amount billed to OGB will be equal to the amount paid to Retail Pharmacies. For Claims filled at Mail Order, Specialty Pharmacy, and Retail Pharmacy Claims, the participating pharmacy will collect from the Member the lowest of the discounted cost plus dispensing fee and applicable taxes, applicable cost share, or the participating pharmacy's Usual and Customary price (if applicable).

EGWP

Retail Network Pricing (Base Retail Network)	(Calendar Year 2026)
Brand Discount: The annual average Brand discount guarantee.	AWP – [redacted] Long Term Care (LTC): AWP - [redacted] Home Infusion (HIF): AWP - [redacted] Indian Health Service, Tribal and Urban (IHS): AWP - [redacted] Territory (TER): AWP - [redacted]
Generic Discount: The annual average Generic discount guarantee.	AWP - [redacted] Long Term Care (LTC): AWP - [redacted] Home Infusion (HIF): MAC or AWP - [redacted] Indian Health Service, Tribal and Urban (IHS): AWP - [redacted] Territory (TER): MAC or AWP - [redacted]
Dispensing Fee: The annual average Dispensing Fee guarantee.	Brand & Generic: [redacted] per claim Long Term Care (LTC): Brand: [redacted] per claim Generic: [redacted] per claim

	Home Infusion (HIF): Brand: [redacted] per claim Generic: [redacted] per claim Indian Health Service, Tribal and Urban (IHS): Brand: [redacted] per claim Generic: [redacted] per claim Territory (TER): [redacted] per claim
Retail 90 Network Pricing	**(Calendar Year 2026)**
Brand Discount: The annual average Brand discount guarantee.	AWP - [redacted]
Generic Discount: The annual average Generic discount guarantee.	AWP – [redacted]
Dispensing Fee: The annual average Dispensing Fee guarantee.	[redacted] per claim
Mail Network Pricing	**(Calendar Year 2026)**
Discount: The value of "X" in the lower of AWP - X% + Dispensing Fee or MAC + Dispensing Fee.	AWP – [redacted]
Generic Discount: The annual average Generic discount guarantee.	AWP – [redacted]
Dispensing Fee:	[redacted] per claim
Mail/PBM Specialty and Retail Specialty Pricing	**(Calendar Year 2026)**
Minimum discount for all new products in new therapeutic classes	AWP - [redacted]
Aggregate annual discount guarantee across all specialty drugs. This will include all specialty products, including bio-generics, biosimilars, limited distribution, etc.	Specialty at Retail Brand: AWP - [redacted] Generic: AWP - [redacted] Specialty at CVS Specialty Pharmacies Overall Effective Discount (OED) Guarantee: AWP - [redacted] See Attachment VIII: Specialty Fee Schedule
Dispensing Fee for Specialty Drug Claims filled at Mail/PBM Specialty Pharmacies	[redacted] per claim
Dispensing Fee for Specialty Drug Claims filled at Retail Pharmacies	[redacted] per claim

2.4. Credits and Allowances

This Section sets forth various credits to be paid or credited by PBM to OGB (collectively "OGB Credits"). It is the intention of the parties that, for purposes of the Federal Anti-Kickback Statute, these OGB Credits shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A). In addition, OGB acknowledges and agrees that, as a condition to its right to receive OGB Credits from PBM, all OGB Credits received shall be used exclusively for providing benefits to Plan Participants and defraying the reasonable expense of administering the Plan.

PBM agrees to provide OGB an annual EGWP administration fund credit of [redacted] per Plan Participant per year which will be available during the term of this Contract as provided in **Attachment II: Statement of Work**.

This administrative credits may be used to offset certain expenses incurred by OGB in the implementation and administration of OGB's prescription benefit plan or the services provided by PBM during the term. The credit, for example, may be applied to offset communication expenses, Member I.D. cards, postage, special programming charges, fees and expenses from OGB-engaged consultants associated with projects related to pharmacy benefits or specialty drug medical benefit management, fees and expenses for third party ongoing reviews/audits or any other consulting services or applied to clinical programs offered by PBM. OGB will be requested to provide reasonable documentation of expenses incurred that are to be applied to this credit. Alternatively, OGB may elect to have this credit applied to its monthly invoices on a prorated basis.

PBM shall provide OGB with an annual audit credit (inclusive of rebate audit and prior authorization retrospective review) of up to [redacted] per year for EGWP. This annual credit provided to OGB can be applied to offset costs incurred by OGB in the administration of an audit pursuant to the terms of the Agreement. This audit credit will be credited to OGB's monthly invoices. Identification of the expenses attributable to this audit credit shall be mutually agreed upon. OGB shall provide PBM with documentation of expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation. Expenses applied to this credit will not exceed fair market value of such expenses.

2.5. General Pricing Terms and Conditions

The financial provisions in this Emergency Contract are based upon information provided by OGB (or OGB's authorized representative) during the pricing request process. Subject to written notice to OGB within 30 days and upon written agreement between OGB and the Contractor, **Attachment III: Pricing.**

Pricing may be modified or amended in a manner narrowly tailored to account for the impact of events identified below. Such written notice will include the Contractor's explanation of the manner in which the modification accounts for the impact of the event. Such modifications will require an amendment to this Emergency Contract.

1. OGB-initiated change to pharmacy benefit program, plan design, or formulary alignment (provided, however, a full replacement Consumer Driven Health Plan

(CDHP) will not, in and of itself, trigger any pricing adjustment), but only to the extent that the change impacts the underlying economics of the Agreement;

2. Product offering decisions by drug manufacturers that result in a reduction of Rebates, including the introduction of biosimilars or a lower cost alternative product which may replace an existing rebatable brand product; an unexpected launch of a generic product ahead of the anticipated generic date; or a branded product converted to OTC status, recalled or withdrawn from the market. The Contractor will conduct an analysis based upon State-specific claims, utilization, and membership data demonstrating how the change results in the proposed modification. The Contractor will provide documentation of the reason for the proposed modification in addition to a summary analysis demonstrating the modification is solely related to the impact of the specific event. The Contractor will disclose all necessary facts and data to OGB and OGB's third party consultant for validation;

   or

3. Any government imposed change, including changes in CMS guidelines for government regulated programs, if applicable, which materially impacts the current economics of the pricing or the rebating process with pharmaceutical manufacturers and has a material adverse impact on pricing or Rebates.

ATTACHMENT IV: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits
HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the 1st day of January, 2026 (the "Effective Date"), by and between SilverScript Insurance Company ("Business Associate") and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity"), and adds to the Emergency Contract effective January 1, 2026, entered into between Covered Entity and Business Associate (the "Agreement").

WHEREAS, pursuant to the Contract, Business Associate performs functions or activities or arranges for such on behalf of Covered Entity involving the use and/or disclosure of protected health information ("PHI") that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively "HIPAA").

Business Associate, therefore, agrees to the following terms and conditions set forth in this Addendum.

1. *Definitions*. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.

2. *Compliance with Applicable Law*. The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.

3. *Uses and Disclosures of PHI*. Except as otherwise limited in the Agreement or this Addendum, Business Associate may, and shall ensure that its directors, officers, employees, contractors, subcontractors, vendors, and agents use or disclose PHI only as follows:

(a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or

further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

(c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.

(d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.

(e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.

(f) Business Associate may use and disclose PHI to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); or to report violations of law to federal and state agencies consistent with 45 CFR 164.502(j)(1). On a quarterly basis and at any time requested by Covered Entity, Business Associate will submit written notice of use and disclosure of PHI to Covered Entity when responding to requests pursuant to Section 3(f) of this Agreement.

4. *Required Safeguards to Protect PHI*. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI ("ePHI") on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. *Reporting to Covered Entity*. As soon as reasonably practicable (but not more than 48 hours), Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any Security Event of which it becomes aware that may constitute a breach of unsecured PHI. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification, and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities. Business Associate shall conduct a breach

risk assessment to ascertain the probability that PHI has been compromised within 20 calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Business Associate shall provide the breach risk assessment to Covered Entity within 20 calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Security Event is defined in the OTS Information Security Policy as an observable event, or collection of events, that may indicate a potential incident and shall be reviewed or investigated and may or may not be required for promotion to an Incident. https://www.doa.la.gov/doa/ots/about-us/infosec/

6. *Notifications and Reporting to HHS.* Following a breach of unsecured PHI, Business Associate shall send the required notifications to Plan Participants, news media outlets, and the Secretary as required by HIPAA. Business Associate shall consult with Covered Entity prior to publishing a notification in a prominent media outlet and provide Covered Entity with a copy of the final publication within one business day of publication. Business Associate shall provide Covered Entity with copies of notifications sent to Plan Participants within five business days of sending the notification(s). Business Associate shall provide Covered Entity with copies of notifications submitted to the Secretary within three business days of submission.

7. *Mitigation of Harmful Effects*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

8. *Agreements with Third Parties*. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

9. *Access to Information*. Within 10 days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five days forward such request to Covered Entity.

10. *Availability of PHI for Amendment*. Within 10 days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a

Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.

11. *Documentation of Disclosures*. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

12. *Accounting of Disclosures*. Within 10 days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity information collected in accordance with Section 10 of this Addendum, to permit Covered Entity to respond to the request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within five days forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

13. *Other Obligations*. To the extent that Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligation. Such obligations include but are not limited to Covered Entity's obligations to provide breach notifications.

14. *Availability of Books and Records*. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of determining Covered Entity's compliance with HIPAA for the term of this Agreement and for six years following the final payment under the Agreement.

15. *Effect of Termination of Agreement*. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, at its expense and within 60 days of the termination, all PHI owned by or belonging to Covered Entity as provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded

on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement.

16. *Breach of Contract by Business Associate*. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

17. *Indemnification*. Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 17 of the Addendum shall survive the termination of the Agreement or this Addendum.

18. *Exclusion from Limitation of Liability*. To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 18 of the Addendum shall survive the termination of the Agreement and this Addendum.

19. *Injunctive Relief*. Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

20. *Third Party Rights*. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

21. *Owner of PHI*. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

22. *Changes in the Law*. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

23. *Judicial and Administrative Proceedings*. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five business days by providing a copy of such and any applicable comments. Covered Entity shall have the right to control Business Associate's response to such request.

24. *Conflicts*. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum effective the day and year first above written.

SILVERSCRIPT INSURANCE COMPANY SIGNATURE:	OFFICE OF GROUP BENEFITS SIGNATURE:
By:	By:
Name:	Name: Heath Williams
Title:	Title: Chief Executive Officer
Date:	Date:

ATTACHMENT V: RECORDS RETENTION SCHEDULE

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued.*
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. *
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. *
4	Group Benefits Policy & Planning Board Reports	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. *
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted. *

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
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FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent (Life of State) LOA – Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits

Agency Approval — 6/9/25 Date Signed

Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Finance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which created*
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received*
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received*
4	Official Premium Rate Schedules	LOA + 10 CY	0	LOA + 10 CY	P	R	N	V	
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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FFY – Federal Fiscal Year (Oct 1 – Sept 30)
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PERM – Permanent (Life of State) LOA—Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Communications

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Annual Enrollment Member Guides	LOA + 10 CY	0	LOA+10 CY	P	R	N	V	
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
3	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
4	Agency/Member Memos on OGB Policies/Procedures Changes	LOA + 10 CY	0	LOA+ 10 CY	P	R	N	V	
5	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created*
6	Publications	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
7	Designation Forms (OGB Coordinator, OGB Additional Agency Contacts) (GB-74, GB-76)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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SSARC-932 (09/20)

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency*
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends*
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received*
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
7	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*
8	**Records Management Files:** Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	LOA + 10 CY	0	LOA + 10 CY	M	P	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Agency Approval — 4/9/25 Date Signed

Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated*
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends*

Permitted Retention Period Abbreviations
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Security Status Codes
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Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

Agency Approval

6/9/25
Date Signed

Secretary of State, State Archives & Records Services

JUN 11 2025
Date Approved

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Agency Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Participation Schedules	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
2	OGB Member Collections Notices & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	OGB Member Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Designation Forms (Agency Master User, Eligibility/eEnrollment Contact) (GB-75, GB-78)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

Permitted Retention Period Abbreviations
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Heath Wilkes — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Correspondence	LOA + 10 CY	0	LOA + 10 CY	C	A	N	V	
2	Daily Work Papers: includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created *
3	OGB Visitor Logs/Sign-In Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*

Permitted Retention Period Abbreviations
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Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

Heath Wilkins — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received *
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	TPA Health and Pharmacy Claims (including supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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PERM – Permanent (Life of State) LOA – Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase). OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	LOA + 10 CY	0	LOA+ 10 CY	C	R	N	V	

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Archival Processing Codes
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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Heath Willis — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Flexible Spending Arrangement Enrollment/Stop Form (GB-2)	LOA + 10 CY	0	LOA+ 10 CY	M	R	N	V	

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C – Confidential Information

Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits
TPA = Third Party Administrator

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JUN 11 2025 — Date Approved

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Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Invoicing

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Reconciled Invoices with Payment Record	PERM	0	PERM	M	R	N	V	*

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Archival Processing Codes
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State Records Center Use
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Agency Abbreviations

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Compliance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	**Section 111 Reporting Documents and Reports:** mandated by the Centers for Medicare and Medicaid Services (CMS). Includes research, communication with CMS, internal communication, reports, working files	PERM	0	PERM	M	R	N	V	
2	Administrative Procedures Act Documents and Reports	PERM	0	PERM	P	R	N	V	
3	Mandated Legislative Reports and Regulations	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = Until end of CY report is submitted (*Regulations that become OGB policy and procedure may become permanent records*)
4	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received.*

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Agency Abbreviations
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

Heath Wilkins — Agency Approval
6/9/25 — Date Signed
Lettice Davis — Secretary of State, State Archives & Records Services
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Filing Deadline Mail Records	ACT + 3 CY	0	ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. *
2	Live and Event Claims Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	Field and Audit Reports	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. *
4	Health Claims (including Supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Explanation of Benefits (EOBs)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Medical Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
7	Pre-determinations	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	Case Management	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
9	Medical Necessities	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
10	Paid in Vouchers	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
11	Flexible Benefit Master File	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
12	Hospital Audits, Statistical Reports and Work Papers	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued.*
13	Fraud and Abuse Case Files and Logs	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
14	Health Claim Audits and Work Papers: (including over $500 plan Member check Audits)	ACT + 5 CY	0	ACT + 5 CY	C	S	N	I	ACT = until the end of the CY in Audit is completed.*
15	Special Reports (Outlier, Check Cycle)	ACT + 10 CY	0	ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which report is run.*
16	Reviews (Medical and Chiropractic)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
17	Preferred Provider Option/Exclusive Provider Option Contracts	LOA + 5 CY	0	LOA + 5 CY	M	R	N	V	
18	Logic Approvals	ACT + 3 CY	7 CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires.*

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
19	Adjusted Batch Listings	ACT + 7 CY	0	ACT + 7 CY	M	S	N	I	ACT = until the end of the CY in which plan expires. *
20	**Fully Insured Basic and Supplemental Life Insurance:** all claims documents received, requested and sent (Employer Statements, Beneficiary Statements, Explanation of Benefits, Beneficiary Information, Enrollment Information), Notes, Calls and Payments	ACT + 70 CY	0	ACT + 70 CY	M	S	N	V	ACT = until end of CY in which employee separates from the agency

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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — 4/9/25 Date Signed

Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

ATTACHMENT VI: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within 30 days of the Emergency Contract's effective date, the Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward it to OGB.Records@la.gov[1], or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series[2] maintained/managed by the Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by the Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. The Contractor's quality control procedures for image production and maintenance;
6. The Contractor's system's backup procedures including the location of back-up (on or off-site) and number of existing images; and
7. The Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that the Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within 90 days of the change. To ensure compliance with this rule, the Contractor shall notify the Records Officer of these changes within 60 days so that he or she may forward the appropriate information to the Secretary of State.

[1] If OGB makes a different designation, OGB will notify the Contractor of the change and provide updated contact information.

[2] A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in the Contractor's imaging survey should correspond to the records series listed on the OGB official Record Retention Schedule.

ATTACHMENT VII: INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of this Emergency Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employer's Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

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

4. **Professional Liability (Errors and Omissions)**

   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $3,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Emergency Contract. It shall provide coverage for the duration of this Emergency Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Emergency Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Cyber Liability**

   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum policy limit of $25,000,000 or self-insurance limit of $25,000,000 per claim for the purpose of providing coverage for claims arising out of the performance of its services under the Emergency Contract. Claims-made coverage is acceptable. The date of the inception of the policy must

be no later than the first date of the anticipated work under this Emergency Contract. It shall provide coverage for the duration of this Emergency Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Emergency Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

    a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
    b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under this Emergency Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

    To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

    a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
    b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
    c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
    d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. The Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder shall be listed as follows:

   State of Louisiana
   Office of State Procurement
   1201 N 3rd St, Claiborne Building, Suite 2-160
   Baton Rouge, LA 70802

3. In addition to the Certificates, the Contractor shall submit the declarations page for each insurance policy.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Emergency Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Emergency Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments,

agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Emergency Contract.

ATTACHMENT VIII: ADMINISTRATIVE FEE

The EGWP Administrative Fee shall be [redacted] per claim.

The following services are included in the EGWP Administrative Fee:

High Cost Generic Program	Copays for certain generic medications are at the member's Preferred Brand copay level (High Cost Generic Program listing not provided due to proprietary nature of listing)
M3P Program	Payment program required by law.
If member is enrolled in OGB's Disease Management Program	$1500 Rx out of pocket is waived. Member pays $0 for generic, $20 for preferred brand, and $40 for non-preferred brand and specialty (Disease Management Program tab in "OGB-MVS Plan Design Features Supplement File.xlsx"). In addition, all covered Diabetic Supplies including Test Strips are for $0 copay (Diabetic Supply List tab in "OGB-MVS Plan Design Features Supplement File.xlsx").
Clinical Management Program	
Therapeutic Prior Authorization Administration	
Appeals Administration	All levels of Appeals
Clinical Edit Package	PA, Step Therapy, QL, Age/Gender edits in place under the formulary
Formulary Exclusions	
510k management	
Standard Concurrent Drug Utilization Review	
Patent Exclusivity Management	Allows coverage of the branded product at the lower tier and the generic product is blocked from adjudication to achieve lowest net cost.
Opioid Cumulative Dosing Program	POS edit providing hard- and soft-stops on Opioid claims based on Morphine Equivalent Dose per day
Acetaminophen (APAP) Safety Controls Program	Identifies the dispensing of unsafe daily doses of the ingredient acetaminophen (APAP) of greater than 4gm/day
Polypharmacy DUE	Retrospectively identifies members receiving 10 or more unique, chronic medications from three or more prescribers in the previous three months

High Cost Generics Program	Program that identifies high cost generic drugs with lower cost generic alternatives to target for a higher copay (copays for certain generic medications are at the member's Preferred Brand copay level)
Care Quality and High Risk Safety Management Drug Use Evaluation (DUE) Programs	Physician outreach programs focused on care quality along with safety management interventions on the following topics: • Statin Use in Persons with Diabetes (SUPD) • High Risk Medication • Concurrent use of Opioids and Benzodiazepines • Naloxone
Medication Therapy Management Program (MTMP)	Member outreach program for members to make better use of their drug coverage and to improve their understanding of their medications
Opioid Overutilization & Safety Controls Programs	Opioid Overutilization & Safety Controls Programs which monitor the utilization of prescribed medications through use of drug utilization controls at the point-of-sale and retrospective interventional programs to increase Eligible Member safety

OGB shall pay to the Contractor the following Administrative Fee for M3P Services.

Medicare Prescription Payment Plan (M3P)	**Fee**	**Basis**
M3P Administrative Fee	[redacted]	Per Utilizing Member Per Month

The Contractor will bill the M3P Administrative Fee beginning the first month in which the M3P Participant has opted into M3P and will continue each subsequent month until (a) the M3P Participant is not opted into M3P on any supplemental OGB M3P eligibility file and (b) the M3P Participant has a zero-dollar M3P payment balance (such M3P Participant is referred to as a "Utilizing Member").

- OGB shall continue to pay the M3P Administrative Fee for the duration of the plan year for individuals who have been involuntary terminated from M3P and have a M3P payment balance for the Contractor's services continued to be provided, sending monthly invoices to the M3P Participant and collecting any payments from the M3P Participant.

The M3P Administrative Fee may not be paid from any OGB Credits available to OGB pursuant to **Attachment II: Pricing, Section 2.4: Credits and Allowances** of the Agreement.

ATTACHMENT VIII: SPECIALTY FEE SCHEDULE

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Acromegaly	LANREOTIDE ACETATE INJ	[redacted]	
Acromegaly	LANREOTIDE ACETATE INJ_G	[redacted]	
Acromegaly	OCTREOTIDE	[redacted]	
Acromegaly	SANDOSTATIN	[redacted]	
Acromegaly	SOMATULINE	[redacted]	
Acromegaly	SOMAVERT	[redacted]	
Allergic Asthma	CINQAIR	[redacted]	
Allergic Asthma	DUPIXENT_ASTHMA	[redacted]	
Allergic Asthma	FASENRA	[redacted]	
Allergic Asthma	NUCALA	[redacted]	
Allergic Asthma	TEZSPIRE	[redacted]	
Allergic Asthma	XOLAIR	[redacted]	
ALOPECIA AREATA	LEQSELVI	[redacted]	
Alpha-1 Antitrypsin Deficiency	ARALAST NP	[redacted]	*
Alpha-1 Antitrypsin Deficiency	GLASSIA	[redacted]	*
Alpha-1 Antitrypsin Deficiency	ZEMAIRA	[redacted]	*
Amyloidosis	AMVUTTRA	[redacted]	
Amyloidosis	ONPATTRO	[redacted]	*
Amyloidosis	VYNDAMAX	[redacted]	
Amyloidosis	VYNDAQEL	[redacted]	
Anemia	ARANESP	[redacted]	
Anemia	ENJAYMO	[redacted]	*
Anemia	EPOGEN	[redacted]	
Anemia	PROCRIT	[redacted]	
Anemia	REBLOZYL	[redacted]	
Anemia	RETACRIT	[redacted]	
Atopic Dermatitis	ADBRY	[redacted]	
Atopic Dermatitis	CIBINQO	[redacted]	
Atopic Dermatitis	DUPIXENT_ATOPIC DERMATITIS	[redacted]	
Atopic Dermatitis	EBGLYSS	[redacted]	
Bone Disorders - Other	SOHONOS	[redacted]	
Bone Disorders - Other	VOXZOGO	[redacted]	
Cardiac Disorders	CAMZYOS	[redacted]	
Cardiac Disorders	DOFETILIDE	[redacted]	
Cardiac Disorders	TIKOSYN	[redacted]	
Coagulation Disorders	CEPROTIN	[redacted]	
Cryopyrin Associated Periodic Syndromes	ARCALYST	[redacted]	
Cryopyrin Associated Periodic Syndromes	ILARIS	[redacted]	
Cushing's	MIFEPRISTONE_HYPERGLYCEMIA	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Cystic Fibrosis	ALYFTREK	[redacted]	
Cystic Fibrosis	BETHKIS	[redacted]	
Cystic Fibrosis	BRONCHITOL	[redacted]	
Cystic Fibrosis	CAYSTON	[redacted]	
Cystic Fibrosis	KALYDECO	[redacted]	
Cystic Fibrosis	KITABIS PAK	[redacted]	
Cystic Fibrosis	ORKAMBI	[redacted]	
Cystic Fibrosis	PULMOZYME	[redacted]	
Cystic Fibrosis	SYMDEKO	[redacted]	
Cystic Fibrosis	TOBI	[redacted]	
Cystic Fibrosis	TOBI PODHALER	[redacted]	
Cystic Fibrosis	TOBRAMYCIN	[redacted]	
Cystic Fibrosis	TRIKAFTA	[redacted]	
Dermatological Disorders - Other	NEMLUVIO	[redacted]	
Dupuytren's Contracture	XIAFLEX	[redacted]	
Electrolyte Disorders	DICHLORPHENAMIDE	[redacted]	
Electrolyte Disorders	SAMSCA	[redacted]	
Electrolyte Disorders	TOLVAPTAN	[redacted]	
Endocrine Disorders	CORTROPHIN	[redacted]	
Enzyme Deficiency Disorders - Other	BETAINE ANHYDROUS	[redacted]	
Enzyme Deficiency Disorders - Other	NITISINONE	[redacted]	
Enzyme Deficiency Disorders - Other	RYPLAZIM	[redacted]	
Gastrointestinal	GATTEX	[redacted]	
Gastrointestinal	IQIRVO	[redacted]	
Gastrointestinal	OCALIVA	[redacted]	
Gastrointestinal	SOLESTA	[redacted]	
Gout	KRYSTEXXA	[redacted]	
Growth Hormone	EGRIFTA	[redacted]	
Growth Hormone	GENOTROPIN	[redacted]	
Growth Hormone	HUMATROPE	[redacted]	
Growth Hormone	NGENLA	[redacted]	
Growth Hormone	NORDITROPIN	[redacted]	
Growth Hormone	NUTROPIN	[redacted]	
Growth Hormone	OMNITROPE	[redacted]	
Growth Hormone	SAIZEN	[redacted]	
Growth Hormone	SEROSTIM	[redacted]	
Growth Hormone	SKYTROFA	[redacted]	
Growth Hormone	SOGROYA	[redacted]	
Growth Hormone	ZOMACTON	[redacted]	
Growth Hormone	ZORBTIVE	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Hematopoietics	MOZOBIL	[redacted]	
Hematopoietics	PLERIXAFOR	[redacted]	
Hemophilia	ADVATE	[redacted]	
Hemophilia	ADYNOVATE	[redacted]	
Hemophilia	AFSTYLA	[redacted]	
Hemophilia	ALHEMO	[redacted]	
Hemophilia	ALPHANATE	[redacted]	
Hemophilia	ALPHANINE SD	[redacted]	
Hemophilia	ALPROLIX	[redacted]	
Hemophilia	ALTUVIIIO	[redacted]	
Hemophilia	BENEFIX	[redacted]	
Hemophilia	COAGADEX	[redacted]	
Hemophilia	CORIFACT	[redacted]	
Hemophilia	ELOCTATE	[redacted]	
Hemophilia	ESPEROCT	[redacted]	
Hemophilia	FEIBA	[redacted]	
Hemophilia	FIBRYGA	[redacted]	
Hemophilia	HEMLIBRA	[redacted]	
Hemophilia	HEMOFIL M	[redacted]	
Hemophilia	HUMATE-P	[redacted]	
Hemophilia	HYMPAVZI	[redacted]	
Hemophilia	IDELVION	[redacted]	
Hemophilia	IXINITY	[redacted]	
Hemophilia	JIVI	[redacted]	
Hemophilia	KOATE	[redacted]	
Hemophilia	KOGENATE	[redacted]	
Hemophilia	KOVALTRY	[redacted]	
Hemophilia	NOVOEIGHT	[redacted]	
Hemophilia	NOVOSEVEN RT	[redacted]	
Hemophilia	NUWIQ	[redacted]	
Hemophilia	OBIZUR	[redacted]	
Hemophilia	PROFILNINE SD	[redacted]	
Hemophilia	REBINYN	[redacted]	
Hemophilia	RECOMBINATE	[redacted]	
Hemophilia	RIASTAP	[redacted]	
Hemophilia	RIXUBIS	[redacted]	
Hemophilia	SEVENFACT	[redacted]	
Hemophilia	TRETTEN	[redacted]	
Hemophilia	VONVENDI	[redacted]	
Hemophilia	WILATE	[redacted]	
Hemophilia	XYNTHA	[redacted]	
Hepatitis C	EPCLUSA	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Hepatitis C	HARVONI	[redacted]	
Hepatitis C	LEDIPASVIR/SOFOSBUVIR	[redacted]	
Hepatitis C	MAVYRET	[redacted]	
Hepatitis C	PEGASYS	[redacted]	
Hepatitis C	RIBAVIRIN	[redacted]	
Hepatitis C	SOFOSBUVIR/VELPATASVIR	[redacted]	
Hepatitis C	SOVALDI	[redacted]	
Hepatitis C	VIEKIRA PAK	[redacted]	
Hepatitis C	VOSEVI	[redacted]	
Hepatitis C	ZEPATIER	[redacted]	
Hereditary Angioedema	ANDEMBRY	[redacted]	
Hereditary Angioedema	BERINERT	[redacted]	
Hereditary Angioedema	CINRYZE	[redacted]	
Hereditary Angioedema	EKTERLY	[redacted]	
Hereditary Angioedema	FIRAZYR	[redacted]	
Hereditary Angioedema	HAEGARDA	[redacted]	
Hereditary Angioedema	ICATIBANT ACETATE	[redacted]	
Hereditary Angioedema	KALBITOR	[redacted]	
Hereditary Angioedema	RUCONEST	[redacted]	
Hereditary Angioedema	TAKHZYRO	[redacted]	
Hormonal Therapies	AVEED	[redacted]	
Hormonal Therapies	ELIGARD	[redacted]	
Hormonal Therapies	FENSOLVI	[redacted]	
Hormonal Therapies	FIRMAGON	[redacted]	
Hormonal Therapies	LEUPROLIDE ACETATE	[redacted]	
Hormonal Therapies	LUPRON DEPOT	[redacted]	
Hormonal Therapies	SUPPRELIN	[redacted]	
Hormonal Therapies	TRELSTAR	[redacted]	
Hormonal Therapies	ZOLADEX	[redacted]	
I.V.I.G.	ALYGLO	[redacted]	*
I.V.I.G.	ASCENIV	[redacted]	*
I.V.I.G.	BIVIGAM	[redacted]	*
I.V.I.G.	CUTAQUIG	[redacted]	*
I.V.I.G.	CUVITRU	[redacted]	*
I.V.I.G.	CYTOGAM	[redacted]	*
I.V.I.G.	FLEBOGAMMA	[redacted]	
I.V.I.G.	GAMASTAN S/D	[redacted]	*
I.V.I.G.	GAMMAGARD	[redacted]	*
I.V.I.G.	GAMMAGARD LIQUID	[redacted]	*
I.V.I.G.	GAMMAKED	[redacted]	*
I.V.I.G.	GAMMAPLEX	[redacted]	*

Drug Therapy	Drug Name	AWP Discount 2026	Notes
I.V.I.G.	GAMUNEX	[redacted]	*
I.V.I.G.	HEPAGAM B	[redacted]	
I.V.I.G.	HIZENTRA	[redacted]	*
I.V.I.G.	HYPERHEP B	[redacted]	
I.V.I.G.	HYPERRHO S/D	[redacted]	
I.V.I.G.	HYQVIA	[redacted]	*
I.V.I.G.	MICRHOGAM	[redacted]	
I.V.I.G.	NABI-HB	[redacted]	
I.V.I.G.	OCTAGAM	[redacted]	*
I.V.I.G.	PANZYGA	[redacted]	*
I.V.I.G.	PRIVIGEN	[redacted]	*
I.V.I.G.	RHOGAM	[redacted]	
I.V.I.G.	RHOPHYLAC	[redacted]	
I.V.I.G.	VARIZIG	[redacted]	
I.V.I.G.	WINRHO	[redacted]	
I.V.I.G.	XEMBIFY	[redacted]	*
Infectious Disease	ACTIMMUNE	[redacted]	
Infectious Disease	ALFERON N	[redacted]	
Infertility	CETRORELIX ACETATE	[redacted]	
Infertility	CETROTIDE	[redacted]	
Infertility	CHORIONIC GONADOTROPIN	[redacted]	
Infertility	FOLLISTIM AQ	[redacted]	
Infertility	FYREMADEL	[redacted]	
Infertility	GANIRELIX ACETATE	[redacted]	
Infertility	GANIRELIX ACETATE_BRAND	[redacted]	
Infertility	GONAL-F	[redacted]	
Infertility	MENOPUR	[redacted]	
Infertility	NOVAREL	[redacted]	
Infertility	OVIDREL	[redacted]	
Infertility	PREGNYL	[redacted]	
Inflammatory Bowel Disease	CIMZIA	[redacted]	
Inflammatory Bowel Disease	CIMZIA POW	[redacted]	
Inflammatory Bowel Disease	ENTYVIO	[redacted]	
Inflammatory Bowel Disease	ENTYVIO SC	[redacted]	
Inflammatory Bowel Disease	OMVOH	[redacted]	
Inflammatory Bowel Disease	RENFLEXIS	[redacted]	*
Inflammatory Bowel Disease	VELSIPITY	[redacted]	
Inflammatory Bowel Disease	ZYMFENTRA	[redacted]	
Iron Overload	DEFERASIROX	[redacted]	
Iron Overload	DEFERIPRONE	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Iron Overload	DEFEROXAMINE	[redacted]	*
Iron Overload	DESFERAL	[redacted]	
Iron Overload	EXJADE	[redacted]	
Iron Overload	JADENU	[redacted]	
Lysosomal Storage Diseases	ALDURAZYME	[redacted]	*
Lysosomal Storage Diseases	CERDELGA	[redacted]	
Lysosomal Storage Diseases	CEREZYME	[redacted]	*
Lysosomal Storage Diseases	CYSTAGON	[redacted]	
Lysosomal Storage Diseases	ELAPRASE	[redacted]	*
Lysosomal Storage Diseases	ELELYSO	[redacted]	*
Lysosomal Storage Diseases	ELFABRIO	[redacted]	*
Lysosomal Storage Diseases	FABRAZYME	[redacted]	*
Lysosomal Storage Diseases	KANUMA	[redacted]	*
Lysosomal Storage Diseases	LUMIZYME	[redacted]	*
Lysosomal Storage Diseases	MIGLUSTAT	[redacted]	
Lysosomal Storage Diseases	NAGLAZYME	[redacted]	*
Lysosomal Storage Diseases	NEXVIAZYME	[redacted]	*
Lysosomal Storage Diseases	OPFOLDA	[redacted]	
Lysosomal Storage Diseases	POMBILITI	[redacted]	
Lysosomal Storage Diseases	VIMIZIM	[redacted]	*
Lysosomal Storage Diseases	VPRIV	[redacted]	*
Lysosomal Storage Diseases	XENPOZYME	[redacted]	*
Mental Health Conditions	ZULRESSO	[redacted]	*
Mental Health Conditions	ZURZUVAE	[redacted]	
Movement Disorders	APOKYN	[redacted]	
Movement Disorders	APOMORPHINE HYDROCHLORIDE INJ	[redacted]	
Movement Disorders	AUSTEDO	[redacted]	
Movement Disorders	DROXIDOPA	[redacted]	
Movement Disorders	DUOPA	[redacted]	
Movement Disorders	EDARAVONE	[redacted]	
Movement Disorders	INGREZZA	[redacted]	
Movement Disorders	KYNMOBI	[redacted]	
Movement Disorders	NORTHERA	[redacted]	
Movement Disorders	NUPLAZID	[redacted]	
Movement Disorders	ONAPGO	[redacted]	*
Movement Disorders	RADICAVA ORS	[redacted]	
Movement Disorders	RELYVRIO	[redacted]	
Movement Disorders	TETRABENAZINE	[redacted]	
Movement Disorders	VYALEV	[redacted]	*
Movement Disorders	XENAZINE	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Multiple Sclerosis	AMPYRA	[redacted]	
Multiple Sclerosis	AUBAGIO	[redacted]	
Multiple Sclerosis	AVONEX	[redacted]	
Multiple Sclerosis	BAFIERTAM	[redacted]	
Multiple Sclerosis	BETASERON	[redacted]	
Multiple Sclerosis	BRIUMVI	[redacted]	*
Multiple Sclerosis	COPAXONE 20	[redacted]	
Multiple Sclerosis	COPAXONE 40	[redacted]	
Multiple Sclerosis	DALFAMPRIDINE	[redacted]	
Multiple Sclerosis	DIMETHYL FUMARATE	[redacted]	
Multiple Sclerosis	EXTAVIA	[redacted]	
Multiple Sclerosis	FINGOLIMOD	[redacted]	
Multiple Sclerosis	GILENYA	[redacted]	
Multiple Sclerosis	GLATIRAMER ACETATE 20	[redacted]	
Multiple Sclerosis	GLATIRAMER ACETATE 40	[redacted]	
Multiple Sclerosis	GLATOPA 20	[redacted]	
Multiple Sclerosis	GLATOPA 40	[redacted]	
Multiple Sclerosis	KESIMPTA	[redacted]	
Multiple Sclerosis	LEMTRADA	[redacted]	*
Multiple Sclerosis	MAVENCLAD	[redacted]	
Multiple Sclerosis	MAYZENT	[redacted]	
Multiple Sclerosis	MITOXANTRONE	[redacted]	
Multiple Sclerosis	OCREVUS	[redacted]	*
Multiple Sclerosis	OCREVUS ZUNOVO	[redacted]	
Multiple Sclerosis	PLEGRIDY	[redacted]	
Multiple Sclerosis	PONVORY	[redacted]	
Multiple Sclerosis	REBIF	[redacted]	
Multiple Sclerosis	TECFIDERA	[redacted]	
Multiple Sclerosis	TERIFLUNOMIDE	[redacted]	
Multiple Sclerosis	TYSABRI	[redacted]	*
Multiple Sclerosis	VUMERITY	[redacted]	
Multiple Sclerosis	ZEPOSIA	[redacted]	
Muscular Dystrophy	DEFLAZACORT	[redacted]	
Neurological Disorders	ADUHELM	[redacted]	
Neurological Disorders	KISUNLA	[redacted]	
Neuromuscular	IMAAVY	[redacted]	
Neuromuscular	RYSTIGGO	[redacted]	*
Neuromuscular	VYVGART	[redacted]	*
Neuromuscular	VYVGART HYTRULO	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Neutropenia	FULPHILA	[redacted]	
Neutropenia	FYLNETRA	[redacted]	
Neutropenia	GRANIX	[redacted]	
Neutropenia	LEUKINE	[redacted]	
Neutropenia	NEULASTA	[redacted]	
Neutropenia	NEUPOGEN	[redacted]	
Neutropenia	NIVESTYM	[redacted]	
Neutropenia	NYPOZI	[redacted]	
Neutropenia	NYVEPRIA	[redacted]	
Neutropenia	RELEUKO	[redacted]	
Neutropenia	ROLVEDON	[redacted]	
Neutropenia	STIMUFEND	[redacted]	
Neutropenia	UDENYCA	[redacted]	
Neutropenia	ZARXIO	[redacted]	
Neutropenia	ZIEXTENZO	[redacted]	
Ocular Disorders	SUSVIMO	[redacted]	
Oncology - Injectable	ABRAXANE	[redacted]	
Oncology - Injectable	ADCETRIS	[redacted]	
Oncology - Injectable	ALYMSYS	[redacted]	
Oncology - Injectable	AVASTIN	[redacted]	
Oncology - Injectable	AZACITIDINE	[redacted]	
Oncology - Injectable	BELEODAQ	[redacted]	
Oncology - Injectable	BELRAPZO	[redacted]	
Oncology - Injectable	BENDAMUSTINE HYDROCHLORID	[redacted]	
Oncology - Injectable	BENDAMUSTINE HYDROCHLORIDE INJ	[redacted]	
Oncology - Injectable	BENDEKA	[redacted]	
Oncology - Injectable	BESPONSA	[redacted]	
Oncology - Injectable	BLINCYTO	[redacted]	*
Oncology - Injectable	BORTEZOMIB	[redacted]	
Oncology - Injectable	BORTEZOMIB FOR INJ	[redacted]	
Oncology - Injectable	BORTEZOMIB FOR INJ_BRAND	[redacted]	
Oncology - Injectable	BORUZU	[redacted]	
Oncology - Injectable	COLUMVI	[redacted]	
Oncology - Injectable	CYRAMZA	[redacted]	
Oncology - Injectable	DARZALEX	[redacted]	
Oncology - Injectable	DATROWAY	[redacted]	
Oncology - Injectable	DECITABINE	[redacted]	
Oncology - Injectable	DEFITELIO	[redacted]	
Oncology - Injectable	EMPLICITI	[redacted]	
Oncology - Injectable	ENHERTU	[redacted]	
Oncology - Injectable	ERBITUX	[redacted]	
Oncology - Injectable	ERIBULIN MESYLATE	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Oncology - Injectable	EVOMELA	[redacted]	
Oncology - Injectable	FOLOTYN	[redacted]	
Oncology - Injectable	GAZYVA	[redacted]	
Oncology - Injectable	HALAVEN	[redacted]	
Oncology - Injectable	HERCEPTIN	[redacted]	
Oncology - Injectable	HERCEPTIN HYLECTA	[redacted]	
Oncology - Injectable	HERCESSI	[redacted]	
Oncology - Injectable	HERZUMA	[redacted]	
Oncology - Injectable	IMDELLTRA	[redacted]	
Oncology - Injectable	IMFINZI	[redacted]	
Oncology - Injectable	IMJUDO	[redacted]	
Oncology - Injectable	ISTODAX	[redacted]	
Oncology - Injectable	IVRA	[redacted]	
Oncology - Injectable	IXEMPRA	[redacted]	
Oncology - Injectable	JEMPERLI	[redacted]	
Oncology - Injectable	JEVTANA	[redacted]	
Oncology - Injectable	KADCYLA	[redacted]	
Oncology - Injectable	KANJINTI	[redacted]	
Oncology - Injectable	KEYTRUDA	[redacted]	
Oncology - Injectable	KHAPZORY	[redacted]	
Oncology - Injectable	KYPROLIS	[redacted]	
Oncology - Injectable	LEVOLEUCOVORIN CALCIUM	[redacted]	
Oncology - Injectable	LOQTORZI	[redacted]	
Oncology - Injectable	LUMOXITI	[redacted]	
Oncology - Injectable	LUNSUMIO	[redacted]	
Oncology - Injectable	MARGENZA	[redacted]	
Oncology - Injectable	MVASI	[redacted]	
Oncology - Injectable	MYLOTARG	[redacted]	
Oncology - Injectable	NIKTIMVO	[redacted]	
Oncology - Injectable	OGIVRI	[redacted]	
Oncology - Injectable	ONIVYDE	[redacted]	
Oncology - Injectable	ONTRUZANT	[redacted]	
Oncology - Injectable	OPDIVO	[redacted]	
Oncology - Injectable	OPDIVO QVANTIG	[redacted]	
Oncology - Injectable	OPDUALAG	[redacted]	
Oncology - Injectable	OSENVELT	[redacted]	
Oncology - Injectable	PACLITAXEL PROTEIN-BOUND	[redacted]	
Oncology - Injectable	PACLITAXEL PROTEIN-BOUND_BRAND	[redacted]	
Oncology - Injectable	PADCEV	[redacted]	
Oncology - Injectable	PERJETA	[redacted]	
Oncology - Injectable	PHESGO	[redacted]	
Oncology - Injectable	POLIVY	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Oncology - Injectable	PORTRAZZA	[redacted]	
Oncology - Injectable	POTELIGEO	[redacted]	
Oncology - Injectable	PRALATREXATE	[redacted]	
Oncology - Injectable	PROLEUKIN	[redacted]	
Oncology - Injectable	RIABNI	[redacted]	
Oncology - Injectable	RITUXAN	[redacted]	*
Oncology - Injectable	RITUXAN HYCELA	[redacted]	*
Oncology - Injectable	ROMIDEPSIN	[redacted]	
Oncology - Injectable	RUXIENCE	[redacted]	
Oncology - Injectable	RYBREVANT	[redacted]	
Oncology - Injectable	RYLAZE	[redacted]	
Oncology - Injectable	SARCLISA	[redacted]	
Oncology - Injectable	SYLVANT	[redacted]	
Oncology - Injectable	SYNRIBO	[redacted]	
Oncology - Injectable	TECENTRIQ	[redacted]	
Oncology - Injectable	TECENTRIQ HYBREZA	[redacted]	
Oncology - Injectable	TEMODAR (INJECTABLE)	[redacted]	
Oncology - Injectable	TEMSIROLIMUS	[redacted]	
Oncology - Injectable	TEPADINA	[redacted]	
Oncology - Injectable	THYROGEN	[redacted]	
Oncology - Injectable	TIVDAK	[redacted]	
Oncology - Injectable	TORISEL	[redacted]	
Oncology - Injectable	TRAZIMERA	[redacted]	
Oncology - Injectable	TREANDA	[redacted]	
Oncology - Injectable	TRUXIMA	[redacted]	
Oncology - Injectable	VALRUBICIN	[redacted]	
Oncology - Injectable	VALSTAR	[redacted]	
Oncology - Injectable	VECTIBIX	[redacted]	
Oncology - Injectable	VEGZELMA	[redacted]	
Oncology - Injectable	VELCADE	[redacted]	
Oncology - Injectable	VIDAZA	[redacted]	
Oncology - Injectable	VIVIMUSTA	[redacted]	
Oncology - Injectable	VYXEOS	[redacted]	
Oncology - Injectable	WYOST	[redacted]	
Oncology - Injectable	XGEVA	[redacted]	
Oncology - Injectable	YERVOY	[redacted]	
Oncology - Injectable	YONDELIS	[redacted]	
Oncology - Injectable	ZALTRAP	[redacted]	
Oncology - Injectable	ZEPZELCA	[redacted]	
Oncology - Injectable	ZIIHERA	[redacted]	
Oncology - Injectable	ZIRABEV	[redacted]	
Oncology - Injectable	ZOLEDRONIC ACID_ONC	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Oncology - Injectable	ZOLEDRONIC ACID_ONC_BRAND	[redacted]	
Oncology - Injectable	ZYNYZ	[redacted]	
Oncology - Oral	ABIRATERONE ACETATE	[redacted]	
Oncology - Oral	ABIRTEGA	[redacted]	
Oncology - Oral	AFINITOR	[redacted]	
Oncology - Oral	ALECENSA	[redacted]	
Oncology - Oral	BALVERSA	[redacted]	
Oncology - Oral	BEXAROTENE CAP	[redacted]	
Oncology - Oral	BEXAROTENE GEL	[redacted]	
Oncology - Oral	BOSULIF	[redacted]	
Oncology - Oral	BRAFTOVI	[redacted]	
Oncology - Oral	CABOMETYX	[redacted]	
Oncology - Oral	CAPECITABINE	[redacted]	
Oncology - Oral	COMETRIQ	[redacted]	
Oncology - Oral	COPIKTRA	[redacted]	
Oncology - Oral	COTELLIC	[redacted]	
Oncology - Oral	DASATINIB	[redacted]	
Oncology - Oral	DAURISMO	[redacted]	
Oncology - Oral	DEMSER	[redacted]	
Oncology - Oral	ERIVEDGE	[redacted]	
Oncology - Oral	ERLEADA	[redacted]	
Oncology - Oral	ERLOTINIB HYDROCHLORIDE	[redacted]	
Oncology - Oral	EVEROLIMUS_ONC	[redacted]	
Oncology - Oral	GEFITINIB	[redacted]	
Oncology - Oral	GLEEVEC	[redacted]	
Oncology - Oral	GLEOSTINE	[redacted]	
Oncology - Oral	HYCAMTIN	[redacted]	
Oncology - Oral	IBRANCE	[redacted]	
Oncology - Oral	IDHIFA	[redacted]	
Oncology - Oral	IMATINIB MESYLATE	[redacted]	
Oncology - Oral	INLYTA	[redacted]	
Oncology - Oral	INQOVI	[redacted]	
Oncology - Oral	INREBIC	[redacted]	
Oncology - Oral	IRESSA	[redacted]	
Oncology - Oral	ITOVEBI	[redacted]	
Oncology - Oral	JAKAFI	[redacted]	
Oncology - Oral	JAYPIRCA	[redacted]	
Oncology - Oral	KISQALI	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Oncology - Oral	LAPATINIB DITOSYLATE	[redacted]	
Oncology - Oral	LENALIDOMIDE	[redacted]	
Oncology - Oral	LENVIMA	[redacted]	
Oncology - Oral	LONSURF	[redacted]	
Oncology - Oral	LORBRENA	[redacted]	
Oncology - Oral	LUMAKRAS	[redacted]	
Oncology - Oral	LYNPARZA	[redacted]	
Oncology - Oral	MEKINIST	[redacted]	
Oncology - Oral	MEKTOVI	[redacted]	
Oncology - Oral	MERCAPTOPURINE SUSPENSION	[redacted]	
Oncology - Oral	METYROSINE	[redacted]	
Oncology - Oral	NERLYNX	[redacted]	
Oncology - Oral	NEXAVAR	[redacted]	
Oncology - Oral	NILOTINIB	[redacted]	
Oncology - Oral	NINLARO	[redacted]	
Oncology - Oral	NUBEQA	[redacted]	
Oncology - Oral	ODOMZO	[redacted]	
Oncology - Oral	ONUREG	[redacted]	
Oncology - Oral	PAZOPANIB HYDROCHLORIDE	[redacted]	
Oncology - Oral	PIQRAY	[redacted]	
Oncology - Oral	POMALYST	[redacted]	
Oncology - Oral	PURIXAN	[redacted]	
Oncology - Oral	RETEVMO	[redacted]	
Oncology - Oral	REVLIMID	[redacted]	
Oncology - Oral	ROZLYTREK	[redacted]	
Oncology - Oral	RUBRACA	[redacted]	
Oncology - Oral	RYDAPT	[redacted]	
Oncology - Oral	SORAFENIB TOSYLATE	[redacted]	
Oncology - Oral	SPRYCEL	[redacted]	
Oncology - Oral	STIVARGA	[redacted]	
Oncology - Oral	SUNITINIB MALATE	[redacted]	
Oncology - Oral	SUTENT	[redacted]	
Oncology - Oral	TABRECTA	[redacted]	
Oncology - Oral	TAFINLAR	[redacted]	
Oncology - Oral	TAGRISSO	[redacted]	
Oncology - Oral	TALZENNA	[redacted]	
Oncology - Oral	TARCEVA	[redacted]	
Oncology - Oral	TARGRETIN	[redacted]	
Oncology - Oral	TASIGNA	[redacted]	
Oncology - Oral	TEMOZOLOMIDE	[redacted]	

Drug Therapy	Drug Name	AWP Discount 2026	Notes
Oncology - Oral	THALOMID	[redacted]	
Oncology - Oral	TRUSELTIQ	[redacted]	
Oncology - Oral	TYKERB	[redacted]	
Oncology - Oral	VERZENIO	[redacted]	
Oncology - Oral	VITRAKVI	[redacted]	
Oncology - Oral	VIZIMPRO	[redacted]	
Oncology - Oral	VOTRIENT	[redacted]	
Oncology - Oral	XALKORI	[redacted]	
Oncology - Oral	XELODA	[redacted]	
Oncology - Oral	XOSPATA	[redacted]	
Oncology - Oral	XTANDI	[redacted]	
Oncology - Oral	YONSA	[redacted]	
Oncology - Oral	ZEJULA	[redacted]	
Oncology - Oral	ZELBORAF	[redacted]	
Oncology - Oral	ZOLINZA	[redacted]	

The Overall Effective Discount (OED) offer is conditioned on Client implementing and maintaining a generics first plan design for Specialty Drugs. The rates quoted herein apply to Specialty Drugs dispensed from CVS Specialty mail pharmacies, including through the Specialty Connect process. SilverScript may amend the individual Specialty Drug discounts to manage the financial guarantee. The financial guarantee is measured and reconciled annually across all Specialty Drugs dispensed by CVS Specialty pharmacy, including through the Specialty Connect process, with the exception of the following exclusions (in addition to the discount and dispensing fee exclusions). Note: New to market and existing Biosimilars are included in the discount guarantees.

1. New to Market Brand Drugs
2. Limited and Exclusive Distribution Drugs.

For the items noted here, the following quoted rates shall apply.

1. New to Market Brand Drugs will be priced at: AWP - [redacted]
2. New to Market Generic Drugs will be priced at: AWP - [redacted]
3. New to Market Limited and exclusive distribution drugs will be priced at: AWP - [redacted]

In the event retail leakage increases by a percentage change of 10%, or more, from the effective date of the agreement, SilverScript reserves the right to amend pricing with prior written notice to OGB and an amendment to this Emergency Contract.

PER DIEMS & NURSING:

* Specialty infusion therapy: [redacted] per therapy day

Specialty infusion therapy (intravenous, subcutaneous) requires an infusion pump with associated administration supplies (e.g., pump cassettes/syringes, multi-site needles, pooling bags, flushes, diluent and supplies for therapy reconstitution).

Nursing Charges: [redacted] per visit up to 2 hours, [redacted] for each hour thereafter

Alternatively, SilverScript can refer any medically necessary nursing services to the Client's contracted nursing agency, or a nursing agency under the member's medical benefit plan if applicable, in which case nursing services will be billed separately by those agencies.

SilverScript will bill any applicable nursing and per diems to the Member's medical benefit. In the event it is not possible to bill such nursing and per diems to the Member's medical benefit or it is determined there is no coverage, SilverScript shall bill Client directly for any nursing and per diem associated with Specialty Drugs.

Routine ancillary supplies (e.g., syringes, alcohol swabs, cotton balls) are included in the Specialty Drug prices set forth in this Specialty Fee Schedule, unless otherwise indicated in this Specialty Fee Schedule as being charged separately as part of a per diem.

PRODUCT SHORTAGE:

In the event of an industry-wide product shortage, SilverScript reserves the right to adjust pricing upon written notice to OGB and an amendment (and OGB shall not unreasonably withhold consent) to this Emergency Contract.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 3, 2025

TO: Heath Williams
Chief Executive Officer
Office of Group Benefits

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

RE: OSP Pre-Approval for JLCB
Emergency Contract – Southern Scripts LLC dba Liviniti LLC
LaGov PO: 2000963172

The above-referenced contract has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract, please return the "**Agency Memo to OSP After JLCB Approval,**" along with the stamped contract from the JLCB.

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

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

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

September 18, 2025 Meeting of the Joint Legislative Committee on the Budget

Southern Scripts, LLC d/b/a Liviniti, LLC

Pharmacy Benefit Manager Services Emergency Contract Overview

Liviniti, LLC

PBM Services Emergency Contract Overview

	Existing 2025 PBM Services Emergency Contract	Pending 2026 PBM Services Emergency Contract
Contract Purpose	To provide PBM services to support certain self-funded health plans offered by OGB.	To provide PBM services to support OGB self-funded health plan members not enrolled in Medicare Part D.
Eligible Participants	Members enrolled in the BCBSLA Magnolia Open Access, Local, Local Plus, and Pelican HRA1000 plans.	Members enrolled in the BCBSLA Magnolia Open Access, Local, Local Plus, Pelican HRA1000, and Pelican HSA775 plans.
Eligible Participant Counts[1]	197,605	165,806
Contract Type	Emergency	Emergency
Contract Term	1 Year (12 Months)	1 Year (12 Months)
Beginning Contract Date	01/01/2025	01/01/2026
Ending Contract Date	12/31/2025	12/31/2026
Renewable Options	None	1 Year (12 Months)
Contract Maximum Payable Amount[2]	$890,909,555.00	$748,758,569.00
Contract Year 1 Claims Expenditures[3]	$872,430,611.00	$724,531,154.00
Contract Year 1 Administrative Fee Expenditures[4]	$18,478,944.00	$24,227,415.00

[1] Based on 09/01/2025 member participation counts for the BCBSLA Magnolia Open Access, Magnolia Local, Magnolia Local Plus, and Pelican HRA1000 plans. The 2025 CaremarkPCS Health emergency contract provides services for the commercial plan and the employer group waiver plan ("EGWP"); the pending 2026 Liviniti emergency contract will only provide services to commercial plan members (those members who are not enrolled in Medicare Part D). OGB self-funded health plan members enrolled in Medicare Part D will receive PBM services through SilverScript. Additionally, beginning in 2026 Liviniti will provide PBM services to 12,115 members (as of 09/01/2025) participating in the Pelican HSA775 plan; previously these members received PBM services from Blue Cross and Blue Shield of LA subcontractor Express Scripts, Inc.

[2] The Contract Maximum Payable Amounts listed do not include received or expected rebates.

[3] Contract Year 1 Claims Expenditures for both the existing 2025 PBM Services emergency contract and the proposed 2026 PBM Services emergency contract represent actuarial projections of the portion of the contracts' maximum payable amounts to be used for the payment of pharmacy claims. These projections do not include member cost-share, invoice credits, or rebates. OGB was invoiced $454,688,970.28 for the period of 01/01/2025 through 06/30/2025 for pharmacy claims reimbursements made under the existing 2025 PBM Services emergency contract.

[4] Contract Year 1 Administrative Fee Expenditures for both the existing 2025 PBM Services emergency contract and the proposed 2026 PBM Services emergency contract represent actuarial projections of the portion of the contracts' maximum payable amounts to be used for the payment of PBM administrative fees. These projections do not include do not include invoice credits. OGB was invoiced $6,857,680.63 for the period of 01/01/2025 through 06/30/2025 for PBM administrative fees, according to the terms of the existing 2025 PBM Services emergency

Liviniti, LLC

PBM Services Emergency Contract Overview

2026 Emergency Contract Highlights

- Pass-through PBM contract with a single administrative fee and transparency. All discounts and rebates are passed back to the plan sponsor.
- Includes a minimum $12 million in savings guarantees:
    - $3.0 million in savings associated with the implementation of a biosimilar adoption program
    - $3.0 million in savings associated with the implementation of a clinical management program
    - $6.0 million in savings associated with the implementation of a custom variable copay program
- Contract designed to address industry challenges that independent pharmacies face around reimbursement and competitive pressures while ensuring OGB members have access to needed prescriptions.
    - Continues the practice established under the 2025 CaremarkPCS Health emergency contract of allowing Louisiana-based independent pharmacies to opt into receiving reimbursement based on National Average Drug Acquisition Cost ("NADAC") pricing plus a dispensing fee
        - Increases the dispensing fee for Louisiana independent pharmacies to $11.00 (currently $9.00)
    - Independent pharmacies allowed to participate in clinical savings and coupon programs offered by PBM

contract.

1.0 Emergency Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, Louisiana 70802, (hereinafter sometimes referred to as the "OGB" or "State") and Southern Scripts, LLC dba Liviniti, LLC, 411 Bienville Street, Natchitoches, Louisiana, 71457 (hereinafter sometimes referred to as "Contractor")(sometimes hereinafter referred to collectively as the "Parties") do hereby enter into this Emergency Contract for Pharmacy Benefit Manager Services ("Contract") under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on January 1, 2026, and shall end on December 31, 2026, unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Emergency Contract may be extended for up to 12 additional months at the same prices, terms, and conditions. Total Contract time may not exceed 24 months.

3.0 Scope of Work

The Contractor shall provide Pharmacy Benefit Manager (PBM) services to support the OGB's self-funded plans offered by OGB as outlined in **Statement of Work** Attachment of this Contract.

4.0 Contract

The Contract consists of the following:

Attachment I: Terms and Conditions
Attachment II: Statement of Work
Attachment III: Pricing Guarantees
Attachment IV: Administrative Fee
Attachment V: Business Associate Addendum
Attachment VI: Records Retention Schedule
Attachment VII: Imaging System Survey Compliance and Records Destruction
Attachment VIII: Insurance Requirements for Contractors

5.0 Acceptance of Deliverables

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

1. *General*. The State shall accept work performed in accordance with the **Statement of Work** Attachment to this Contract and/or as subsequently modified in OGB-approved documents. All Deliverables including Ad Hoc Reports shall be submitted to OGB in a format acceptable to OGB.

2. *Submittal and Review*. The Contractor shall provide written notification to the OGB Contract Monitor that a Deliverable is completed and available for review and acceptance.

   Upon the Contractor's written notification of Deliverable submission, the OGB Contract Monitor shall review the Deliverable within 10 business days. Within this period, the OGB Contract Monitor shall direct the appropriate review and approval process and coordinate any review outside the project team. The review process shall be comprehensive – identifying all items that must be modified or added.

3. *Acceptance or Rejection*. A Deliverable shall be considered accepted unless, within the 10 business days, the OGB Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

4. *Resubmitting Deliverables*. The Contractor shall provide written notification to the OGB Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The OGB Contract Monitor shall review the resubmitted deliverable within five business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the OGB Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The Contractor shall submit corrections to the rejected Deliverable within three business days from the date OGB notifies the Contractor of the rejection. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

6.0 Payment Terms

In consideration of the services required by this Contract, OGB hereby agrees to pay the Contractor as follows:

OGB will pay the Contractor a maximum amount of $748,758,569.00 for work performed during the term of this Contract. This fee is inclusive of travel and all Contract-related expenses.

Payments are predicated upon successful completion by the Contractor and written approval by OGB of the described Statement of Work and Deliverables as provided in this Contract. The Contractor will not be paid more than the maximum amount of this Contract. OGB will make no payments on banking or State holidays.

The Contractor may invoice OGB at the billing address designated by the State. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of the OGB Contract Monitor or designee.

6.1. Late Payments

Interest due by OGB for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

6.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

6.3. Claims Payments

The Contractor shall submit weekly invoices for reimbursement of Claims no later than 12:00 p.m. CT on the established billing day, with an accompanying weekly Claims data layout file and weekly check register (Claims disbursements) showing all paid Claims and any other supporting documentation necessary to substantiate invoiced costs. Each invoice shall show claims for each plan offering, including a breakdown of types of claims (retail, manual paper, mail, and specialty) paid for each plan offering. Upon receipt and validation of each Claims invoice, OGB shall wire the undisputed amount within seven business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within seven business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and the

Contractor shall make a reasonable effort to respond to such questions within five business days of notification by OGB.

The Contractor may not suspend or fail to render payments to participating pharmacies or to OGB Plan Participants within the timeframes provided by applicable law because of non-payment or late payment by OGB. Such payments by the Contractor shall not constitute a waiver of any of Contractor's remedies with respect to non-payment. Should the Contractor fail to make payments within the timeframes provided by applicable law, the Contractor shall be liable to OGB for any penalties or fees that OGB may incur as a result of such inaction by the Contractor.

6.4. Administrative Fees

The Contractor will invoice OGB monthly as set forth in **Attachment IV: Administrative Fee** to this Contract, in a separate invoice. Upon receipt and validation of the Contractor's invoice for Administrative Fees, OGB shall pay undisputed fees by wire transfer within seven business days of receipt. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and the Contractor shall make a reasonable effort to respond to such questions within five business days of OGB sending the questions. Administrative Fees are the sole compensation the Contractor receives under this Contract. The monthly invoice will contain a calculation of the Administrative Fee, showing an itemized breakdown of all services, the number or count of each service provided, and their respective cost.

7.0 Taxes

The Contractor agrees that all applicable taxes are included in the maximum fee and **Attachment III: Pricing Guarantees** and **Attachment IV: Administrative Fee** of this Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a Louisiana Department of Revenue (LDR) tax clearance certificate is required for approval of this Contract and (2) the Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. OGB reserves the right to withdraw its consent to this Contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification.

8.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the existing Contract may be terminated.

9.0 Termination

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) the Contractor's fraud, collusion, conspiracy or other unlawful

means of obtaining any contract with the State of Louisiana; (c) conflict of Contract provisions with constitutional or statutory provisions of State or Federal law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) the Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

9.1. Termination for Cause

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

9.2. Termination for Convenience

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective termination date. The State shall pay the Contractor, if applicable and to the extent work has been performed satisfactorily as determined by the State, for: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination.

9.3. Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

10.0 Contract Modifications

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include but will not be limited to any change in a) compensation; b)

beginning/ending date of this Contract; c) statement of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

11.0 Ownership of Work Product

All data, files, documentation, records, worksheets, prepared, or developed by the Contractor under this Contract are the property of the State except that software customizations to the Contractor's software are not property of the State. The Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

12.0 Record Ownership

Except for those records, reports, documents, or other material received from a third party and covered by a Non-Disclosure Agreement with that third party and that are not transmitted to the OGB, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein ("Records") shall become the property of the State. The Contractor shall return the Records to the State, at Contractor's expense, within seven days of request or in the specific instance of termination or expiration of the Contract, within 60 days after the termination or expiration of the Contract, and shall retain no copies of the Records unless required by applicable law, provided, the confidentiality and security requirements of the State as set forth in the Contract shall apply to such Records as long as retained by the Contractor. The Contractor and its subcontractors/vendors must follow the Office of Technology Services (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 previously housed confidential or restricted data, from all State agencies.

13.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All references to the Contractor under this section shall include any of its employees, agents, or subcontractors.

14.0 State Contract Monitor

The State shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for the Contractor concerning the Contractor's performance under this Contract. The OGB Contract Monitor may receive assistance from a third party in evaluating the Contractor's performance.

15.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

16.0 Warranties

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Emergency Contract, and for which the Contractor is required to indemnify the State under this Emergency Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. This Duty to Defend does not apply to claims, demands, suits, or causes of action that arise out of acts or omissions by OGB. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this Section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

18.0 Liability and Indemnification

18.1. Contractor Liability

The Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description ("Damages"), which may occur or in any way arise out of any acts or omissions of the Contractor or its owners, agents, employees, partners or subcontractors, in performance of Contractor's obligations under the Contract. The Contractor shall not be liable for injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities arising from the State's acts or omissions.

18.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

18.3. Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

In the event of a public records request for Contract-related documents which the Contractor deems proprietary, trade secret, and/or confidential, the Contractor shall provide the State with redacted versions of the documents upon request within the timeframe set by the State. The redacted versions of the documents will likely be produced in response to the public records request. The Contractor agrees to indemnify the State for any causes of action arising as a result of the redacted documents produced in response to the public records request. Indemnification includes but is not limited to intervention and defense in court, payment of judgments.

The State may, in addition to other remedies available at law or equity, retain monies from amounts due the Contractor as may be necessary to satisfy claims or costs asserted against the State, for which the Contractor owes indemnification and/or defense.

18.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by the Contractor; or,

iii) use of the product, material or service in other than the specified operating conditions and environment.

18.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Emergency Contract., the Contractor's liability for direct damages shall be limited to the maximum dollar amount of this Emergency Contract.

Notwithstanding the foregoing, the Contractor's liability for any actual electronic breach of personal data is limited to $25,000,000 per occurrence. For any other actual breach of personal data, Contractor's liability for any damages, direct or indirect, are not limited.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

18.6. 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, costs 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.

19.0 Insurance

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Contract in accordance with **Attachment VIII: Insurance Requirements for Contractors** of this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in **Attachment VIII: Insurance Requirements for Contractors** of this Contract for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

20.0 Performance Bond

The Contractor shall provide a Performance Bond (Surety Bond) in the amount of $15,000,000 to ensure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the Treasury list shall not write a performance bond when the penalty exceeds 15% of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most

recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

The performance bond shall not serve to limit the Contractor's liabilities for any breaches of the Business Associate Addendum Attachment to this Contract or for any associated damages. Any such liabilities or damages shall remain the responsibility of the Contractor irrespective of any agreement or relationship with a surety or insurance company supplying a performance bond for this Contract.

21.0 Financial Guarantees

Financial guarantees provided by the Contractor will be covered dollar for dollar on any shortfall with no limit to the amount at risk, program savings guarantees will be capped at $12 Million. Any surplus on financial guarantees will be retained 100% by OGB. In addition, the amount at risk will be the full value of the financial guarantee(s) not achieved and not a calculation of OGB's net Plan cost impact. All financial guarantees will be reconciled in the aggregate.

Financial guarantees include dispensing fee guarantees, pricing discount guarantees, minimum rebate guarantees, program savings guarantees, and payment of Claims at NADAC as appropriate.

For Rebates, the Contractor shall pay OGB the greater of 100% pass-through Rebates or the Minimum Rebate Guarantee.

In the event that the PBM utilizes an intermediary/third party/group purchasing organization to determine rebates or perform other tasks for OGB, OGB will have the right to audit that intermediary/third party/group purchasing organization directly. To the extent Contractor has access to requested audit materials, all financial negotiated contracts and Manufacturer Payment contracts the PBM has related to its fulfillment of contractual duties under the terms of this Contract are fully disclosable to and auditable by OGB or its authorized agent. The Contractor also agrees to comply with OGB's requirement for a third-party to perform a detailed, comprehensive claims and rebate reconciliation at the end of each Measurement Period. The comprehensive reconciliation will be at the Contractor's expense. The reconciliation will focus on adjudication rates versus contractual financial guarantees to ensure 100% pass-through pricing between OGB and dispensing pharmacies.

The Contractor will report financial guarantee performance to OGB on a quarterly basis, including the AWP discounts, and dispensing fees. This reporting will include all prior quarters covered by this Contract. All financial guarantees must be reconciled annually and any shortfalls owed to OGB shall be paid within 120 days after the end of the Measurement Period.

A. Audit:

OGB reserves the right to audit financial guarantees after the end of each Measurement Period. A third party of OGB's choosing may be utilized to perform this audit with no limitation in the scope of the audit.

B. Measurement Periods:

The Measurement Periods are as follows:

Year 1: January 1, 2026 through December 31, 2026

In the event that the Contract is extended, the Measurement Period will be:

Year 2: January 1, 2027 through December 31, 2027

C. Payment of Audit Findings:

Payments due as a result of audit findings must be remitted to OGB within 30 days after audit results are finalized.

22.0 Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

23.0 Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

24.0 Subcontractors

The Contractor may, with prior written permission from the OGB, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or Using Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

In the event, the Contractor contracts directly with a Group Purchasing Organization (GPO) in the future, the Contractor represents and warrants that the Contractor's agreements with Group Purchasing Organizations (GPOs) shall contain (and will continue to contain through the term of this Contract) provisions or obligations that are substantially similar to any provision or obligation contained in this Contract which directly or indirectly relates to any service under this Contract that is or may be performed by a GPO as defined herein.

25.0 Substitution of Personnel

When possible, the Contractor will give the OGB a minimum of 60 days' advance notice of any changes in the Contractor's Account Management Team assigned to the OGB, and a description of the training requirement for new team members. Reasonable exceptions would apply in situations beyond the Contractor's control (e.g.' resignation/termination with less than 60 days' notice). The OGB reserves the right to request changes to any of the assigned personal based on unsatisfactory performance as determined by the OGB.

26.0 Assignability

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

27.0 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

27.1 Prohibited Relationships

The Contractor acknowledges and agrees that it is not permitted to engage in any Prohibited Relationship. If such a Prohibited Relationship exists at the time this Contract is signed by the Contractor, the Contractor shall disclose all details of such Prohibited Relationship to OGB and provide a detailed timeline of how the Contractor is dissolving the Prohibited Relationship. Dissolution of any pre-existing Prohibited Relationship shall occur on or before the effective date of this Contract. No funds from this Contract may be used to pay commissions, bonuses, or other fees to non-party entities including but not limited to actuaries, consultants, brokers, lobbyists, etc. without OGB's consent and approval. The Contractor is only permitted to make payment on OGB's behalf and at its direction with written approval.

27.2 Prohibited Communications

The Contractor acknowledges and agrees that it is not permitted to engage in any Prohibited Communications whether written or verbal without obtaining prior approval from OGB in writing. Prohibited Communications are communications related to OGB, OGB's Plan Participants, OGB's health or life programs, or pending Louisiana state legislation directly related to OGB. Prohibited Communications are with an individual or entity who is not employed by OGB or contracted with OGB as a vendor. Nothing in this section shall prohibit the Contractor from engaging in its own independent legislative discussions or advocacy efforts on behalf of the Contractor, provided the Contractor does not represent that it is speaking on behalf of OGB. Additionally, the Contractor acknowledges and agrees that it is not permitted to represent to any third party that the Contractor is speaking on behalf of OGB, excluding communications with other OGB vendors.

27.3 Prohibited Activities

The Contractor acknowledges and agrees that it is not permitted to engage in any Prohibited Activities without obtaining prior approval from OGB in writing. Prohibited Activities include but are not limited to lobbying matters that may affect OGB in the present or the future or may affect this Emergency Contract or OGB's Plan Participants and speaking or testifying at public hearings or open meetings.

27.4 Prohibited Contingent or Contingency Fee(s)

The Contractor warrants that no person or entity has been employed or retained to solicit or obtain this Emergency Contract upon an agreement or understanding for a Contingent or Contingency Fee(s). For breach or violation of this warranty, OGB shall have the right to annul this Contract without liability or, to deduct from the maximum payable amount, or otherwise recover, the full amount of the contingent fee.

28.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to OGB and the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to

keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties without breach of the Contract.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Group Benefits.

With the exception of routine business matters related to the Contractor's services provided under this Contract, the Contractor shall not directly communicate with OGB's Plan Participants without prior written consent from OGB. If the Contractor desires to communicate with OGB's Plan Participants, the Contractor must submit a draft of the communication in writing addressed to OGB's CEO, OGB's COO, and the Contract Monitor at least five business days before the Contractor intends to distribute the communication. OGB shall have five business days to respond to any such written request.

29.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673, as applicable.

30.0 Continuing Obligations

Notwithstanding any provisions to the contrary herein, upon the termination of this Contract for any reason, the provisions of this Contract which by their nature require some action or forbearance after such termination, including but not limited to confidentiality, PHI, reporting, indemnity, insurance, records retention, and performance guarantees, shall survive such termination and be binding until any actions, obligations, and/or rights provided therein have been satisfied or released.

31.0 Transition of Services and Data

The Contractor shall comply with the provisions of this Contract, and other requests of OGB/State, to accomplish a timely transition of services without interruption of services to participants. During any such transition, the Contractor will provide all of the same Records and data in the same format as provided during the term of this Contract, to OGB/State or its designee. The Contractor further agrees that no dispute or objection it may have regarding the propriety of any transition of services by OGB/State will relieve the Contractor of these obligations.

32.0 Right to Audit

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, the State, OGB, or others so designated by the State/OGB shall be entitled to audit all accounts, procedures, matters, and records of any Contractor or subcontractor under any negotiated Contract or subcontract directly pertaining to this Contract for a period of five years after final payment under this Contract and for the subcontractor/vendor for a period of five years from the date of final payment under the subcontract or such longer period as required by applicable state and federal law. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

The State has the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and the Contractor and/or subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of this Contract, the Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days of

notification of such finding issue a remittance to the State of any payments declared to be improper or beyond the scope of this Contract. In combination therewith, or alternatively, the State may offset the amounts deemed improper or beyond the scope of this Contract against the Contractor's outstanding or subsequent invoices, if any, or may exercise its rights under the performance bond.

Notwithstanding any provision herein, and without limiting any other audit rights possessed by OGB, OGB shall have the right to conduct real-time claim and invoice review of 100% of pharmacy claims to ensure contract compliance ("Compliance Review"). OGB may hire a third-party vendor to perform these services. The Compliance Review will be performed on a schedule determined by OGB. The Contractor will cooperate with OGB's selected vendor and provide all relevant data and benefit information upon request by OGB or OGB's selected vendor. Data shall be provided in a mutually agreed upon format suitable for the purpose intended. OGB may elect to use any audit credits provided in this Contract to offset OGB's costs incurred with the third-party vendor for this service.

33.0 Data/Record Retention

All records, reports, documents, or other material related to this Contract, delivered or transmitted to the Contractor by the State or its employees, agents, or authorized vendors, and/or obtained or prepared by the Contractor or its subcontractors/vendors in connection with the performance of the services under this Contract, shall become records of the State and are referred to herein as "Records."

The Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, the Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), **Attachment VI: Records Retention Schedules**, until such time as the Records are returned to the State or other disposition is agreed. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. The Schedules in place as of the effective date of this Contract are contained in **Attachment VI: Records Retention Schedule**, and may be amended from time to time as deemed necessary by the State. To further ensure compliance with the Schedules and Louisiana retention laws, the Contractor agrees to abide by the processes outlined in **Attachment VII: Imaging System Survey Compliance and Records Destruction**. The Contractor shall return the Records to the State, at the Contractor's expense, within seven days of the request or in the specific instance of termination or expiration of the Contract, within 60 days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor.

34.0 Sanitization of State Data/Records in the Contractor's Custody

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to the OGB/Using Agency's Contract Monitor.

35.0 Contractor's Certification of No Federal Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future Contracts.

36.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a

lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State-owned documents. Additionally, the Contractor will coordinate and cooperate with OGB vendors as needed relative to this Emergency Contract for all purposes.

37.0 Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

37.1. 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 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.

38.0 Independent Assurances

OGB/State will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to annual independent SSAE 18 SOC I, Type 2, and SOC II, Type 2 audits of its internal controls and other financial and performance audits from outside companies to ensure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The cost of these audits shall be borne by the Contractor.

These audits will require the Contractor and any subcontractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to the Using Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply OGB with an exact copy of the report within 30 calendar days of completion. Such audits are required during the term of this Contract. The Contractor agrees to implement

recommendations as suggested by the audits within three months of report issuance at no cost to OGB/State.

39.0 Commencement of Work

No work shall be performed by the Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

40.0 Compliance with Civil Rights Laws

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

41.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

42.0 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

43.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

44.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

45.0 Business Associate Addendum

A Business Associate Addendum, ("BAA") shall be executed between the parties to this Contract to protect the privacy and provide security of Protected Health Information ("PHI") and personally-identifiable information ("PII") in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended

from time to time including by the Health Information Technology for Economic and Clinical Health Act of 2009 (collectively, "HIPAA"), and regulations promulgated thereunder, as amended from time to time.

The OGB is a "Covered Entity" under HIPAA. For the purposes of this Contract, the Contractor is deemed to be a "Business Associate" of the OGB as such term is defined by HIPAA and regulations promulgated thereunder, including in the Privacy Standard of the Federal Register, published on December 28, 2000. The parties have executed **Attachment V: Business Associate Addendum** attached hereto and made part of this Contract. The parties understand and agree that if additional agreements are required to be compliant as required under HIPAA and applicable laws, the parties will execute such agreements in a timely manner. The Contractor agrees that its processes, systems, and reporting will be in full compliance with federal and state requirements, including but not limited to HIPAA as it exists upon the effective date of this Contract and as amended in the future, throughout the term of the Contract. Any fines or penalties imposed on any party related to the Contractor's or its subcontractors' non-compliance will be the sole responsibility of the Contractor. The Contractor shall require its subcontractors' and any other vendors' processes, systems, and reporting to be in full compliance with federal and state requirements, including but not limited to HIPAA. Further, the Contractor agrees that its organization, as well as its subcontractors/vendors, will comply with all HIPAA regulations throughout the term of the Contract with respect to any issue related to the OGB Contract, plans, or Plan Participants involving PHI/PII, including but not limited to participant services, complaints, appeals determinations, notification of rights, and confidentiality. The Contractor shall require that all agreements with subcontractors or other vendors providing services for this Contract include the provisions of this Section and any Attachments referenced herein. In addition to the BAAs, the OGB shall be provided copies of such subcontractor/vendor agreements upon request.

Notwithstanding any provision to the contrary, major delegated functions involving PHI and PII, including but not limited to claims processing, customer service, and any other services as provided by applicable Law, shall not be sourced outside of the territorial and jurisdictional limits of the 50 United States of America.

46.0 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

47.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor certifies by signing this Contract that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

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

48.0 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract with a value of $100,000 or more involving a for-profit company with at least 50 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 this 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.

49.0 Prohibited Use of Funds

The Contractor shall not use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter the Louisiana Legislature or any local governing authority is considering to become law. This provision shall not prevent the use of public funds for the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter being considered by the Louisiana Legislature or any local governing authority.

50.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

51.0 Headings

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

52.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

53.0 Market Check

OGB reserves the right to exercise annual market checks at any time during the Contract term to assess and verify the competitiveness of the pricing and other terms set forth in this Contract in comparison to that available in the marketplace at that time. OGB may designate a third party of its choosing that will compare the aggregate value of the upcoming Contract year pricing and other terms to what they may receive under a competitive procurement. Benchmarks chosen in the analysis shall be groups with similar plan design, membership and utilization patterns as OGB, to the extent possible. Should the comparison find current market conditions would yield greater than 1.0% savings, the parties will discuss in good faith a revision to the current pricing and other terms that will at least match the best offer in the marketplace and will go into effect as agreed to by the parties.

54.0 Centers for Medicare and Medicaid Services

The Contractor shall make its books and records in connection with any Medicare business available to CMS and/or its designees in accordance with 42 CFR 423.504(d) and 42 CFR 423.505(d) and (e). In this

regard, CMS and/or its designees shall have the right to audit, evaluate, and inspect any books, contracts, records, computer and/or other electronic systems, including medical records and documentation involving transactions related to the Plan and/or Medicare business provided under this Contract (including coverage costs, low income subsidies, and privacy and security of PHI and other personally identifiable information, enrollment and disenrollment) and any additional relevant information that CMS may require, and these rights shall continue for a period of 10 years, or longer if required by CMS, from the final date of this Contract period or from the date of completion of any audit, whichever is later. CMS and/or its designees shall have direct access (i.e., on-site access) to the Contractor, and the Contractor will make such books, records, computer and/or other electronic systems, directly available to CMS and/or its designee(s) for such inspection, evaluation, and audit.

55.0 Compliance

The Contractor shall comply with all applicable state and federal laws and regulations. The Contractor and OGB agree that the Louisiana Department of Insurance is responsible for enforcing all applicable Louisiana laws and regulations related to PBMs. The Contractor will be responsible for ensuring that all pharmaceutical benefits and programs offered by OGB and administered by the Contractor meet all current and future requirements of the Patient Protection and Affordable Care Act (PPACA) and shall advise the State on all such benefits and programs, including benefit design, Formulary design and management, Copayment and/or Coinsurance structure, and appeals of all levels. The Administrative Fees are to include all possible work to ensure that OGB and its PBM Contractor are compliant with the PPACA. OGB retains final approval and responsibility for its plan design.

The Contractor shall assist OGB in complying with all requirements of the Consolidated Appropriations Act of 2021, and Transparency in Coverage rules including Prescription Drug Data Collection (RxDC) reporting requirements at no additional cost to OGB. The Contractor must provide, at no additional cost to OGB, copies of all data that the Contractor provides to CMS each year to meet their portion of the RxDC reporting requirements (e.g., files D3-D8 and the prescription drug portion of the narrative response).

The Contractor shall not enter into any agreement with its subcontractors or otherwise that will restrict OGB from accessing relevant information or data. The Contractor shall provide OGB with a Gag Clause Prohibition Compliance Attestation annually by the date determined by OGB so that OGB can meet the federal deadline with the Centers for Medicare and Medicaid Services (CMS) to comply with the Consolidated Appropriations Act of 2021.

Any fines for non-compliance related to services provided by the Contractor under this Contract will be the Contractor's sole responsibility, to the extent such non-compliance is due to Contractor's acts, omissions, or negligence.

At OGB's request, the Contractor shall prepare and provide a comparative analysis with respect to non-quantitative treatment limitations (and provide any supporting documentation) as required under and consistent with any relevant legislation, in each case, as soon as administratively practicable following the OGB's request but no later than 14 calendar days thereafter.

56.0 Notice

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier; (ii) hand delivery if to the State/OGB; or (iii) registered or certified mail return receipt requested, and addressed as follows:

To Contractor: Attn: LeAnn C. Boyd, CEO
Southern Scripts d/b/a Liviniti LLC
411 Bienville Street
Natchitoches, LA 71457
(If delivery by hand)

Email: leann.boyd@liviniti.com
If by email, cc to: legal@liviniti.com

To OGB: Mr. Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

OR

Mr. Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802
(If delivery by hand)

OR

Ms. Melissa Mayers, COO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

OR

Ms. Melissa Mayers, COO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802
(If delivery by hand)

Email: Heath.Williams2@la.gov
If by email, cc to: Melissa.Mayers@la.gov

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its address and/or addresses for notification purposes by mailing a notice stating the change and setting forth the new address.

57.0 Complete Contract

This Contract and its Attachments represent the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. Attachments to this Contract include:

I. **Terms and Conditions;**
II. **Statement of Work;**
III. **Pricing Guarantees;**
IV. **Administrative Fee;**
V. **Business Associate Addendum;**
VI. **Records Retention Schedule;**
VII. **Imaging System Survey Compliance and Records Destruction; and**
VIII. **Insurance Requirements for Contractors**

This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

IN WITNESS WHEREOF, the parties have executed this Contract.

SOUTHERN SCRIPTS, LLC DBA LIVINITI, LLC SIGNATURE:	OFFICE OF GROUP BENEFITS SIGNATURE:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Office of State Procurement Approval:

By:

Title:

Date:

ATTACHMENT I: TERMS AND CONDITIONS

A. **100% Member Paid Claims** – claims for Covered Products that are paid 100% by the member outside of the deductible phase. For clarification purposes, claims that are applied towards member deductibles shall not be considered 100% member paid claims.

B. **100% Member Paid Program Claims (e.g., Discount Card)** – claims for Covered Products that are dispensed under a Discount Card, or other like program, operated outside of the Contractor or which has no affiliation with the Contractor.

C. **340B Eligible Claim** – a claim for a Covered Product that meets the requirements as defined by the Public Health Service Act and is submitted with a submission clarification code of 20 and is submitted by a contracted pharmacy that is categorized as Type 39 or Type 38. Not all claims from covered entities and contracted covered entities are eligible, unless the claim is identified specifically as a 340B Eligible Claim via reconciliation and audit trail. ***The Contractor's definition of "340B Eligible Claim" MUST be consistent for all purposes including, but not limited to, discount and dispensing fee guarantee reconciliation and rebate guarantee reconciliation.***

D. **Account Management Team** – the Contractor's staff for PBM services assigned to OGB which shall include an Account Executive, Implementation Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Financial Analyst, Data and Analytics Lead, Privacy Officer and Customer Service Manager.

E. **Administrative Fee** – the sole compensation the Contractor receives under the Contract. The Administrative Fee includes all services related to the Contract including but not limited to, appeals, clinical programs, other communications, eligibility maintenance, explanation of benefits, formulary customizations, Plan Participant grievances, call centers, on-site audits and surveys, prior authorizations and step therapy, trend management, benchmark reporting, and transaction fees. The Administrative Fee does not include the cost of Claims.

F. **ASCII** – American Standard Code for Information Interchange.

G. **Authorized Generic** – a drug that is marketed, sold or distributed in the United States as a Generic Drug version of a Brand Drug where the authority for such marketing, sale or distribution is based upon a Manufacturer's New Drug Application (NDA) for the associated Brand Drug.

H. **Average Wholesale Price (AWP)** – the "average wholesale price" for a Covered Product based on the most current pricing information published by MediSpan for the date and time the Covered Product is dispensed by the pharmacy. AWP pricing applies to all prescriptions dispensed which do not have a NADAC price and to all prescriptions dispensed at Mail Order Pharmacies and the Specialty Drug Pharmacies. The AWP of a Covered Product will be the AWP unit price as published by MediSpan for the 11 digit NDC.

I. **Biosimilar or Biosimilar Drug** – a type of biological product that is licensed (i.e., approved) by the Food and Drug Administration (FDA) because the product is highly similar to an already FDA-approved biological product, known as the reference product, and has been shown to have no clinically meaningful differences from the reference product. Biosimilars shall also include an "interchangeable biological product" which, in addition to meeting the biosimilarity standard, is expected to produce the same clinical result as the reference product in any given patient. Biosimilars are determined by the FDA from time to time and are listed in the FDA's Purple Book (presently found at: https://purplebooksearch.fda.gov/) Biosimilars are Brand Drugs, unless they are required to be classified as Generic Drugs under CMS regulations or FDA standards.

J. **Brand or Brand Drug** – a Covered Product approved by the FDA and that is defined by MediSpan as an “M”, "N", or "O", with the exception of Authorized Generics. When a drug is classified as a Brand Drug, it shall be considered a Brand Drug for the purposes of measuring and reconciling financial guarantees. For the avoidance of doubt, Brand Drugs shall also include brand name vaccines, supplies, medical devices, kits, diabetic supplies, OTC products, and test strips.

K. **Claim** – any electronic or paper request for payment or reimbursement processed through the Contractor’s online claims adjudication system or otherwise transmitted or processed in accordance with the terms of an agreement in connection with OGB’s Plan, including Claims in which a Plan Participant pays the full cost and OGB has no cost liability. At OGB’s request, this may include any product or service utilized by a plan participant via a system offered by the Contractor for which OGB elects to participate.

L. **CMS** – the Centers for Medicare and Medicaid Services.

M. **COBRA** – Consolidated Omnibus Budget Reconciliation Act

N. **Coordination of Benefits Claim (COB)** – a Claim in which more than one health coverage program, policy, or other form of coverage, including governmental or non-governmental coverage, applies in addition to OGB coverage. In addition, this shall mean a claim which processed with an Other Coverage Code of 2.

O. **Commercial Prescription Drug Plan** – OGB’s prescription drug plan(s) covering active employees, retirees without Medicare, and their dependents.

P. **Compound Prescription** – a claim where two or more solid, semi-solid, or liquid Covered Products are mixed together. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, and/or sodium chloride solutions are added. Compound Drugs shall be priced using the NCPDP D.0 standard which shall capture each ingredient used in the medication.

Q. **CDHP** – Consumer Driver Health Plan.

R. **Contingent or Contingency Fee(s)** – any commission, percentage, brokerage, other fee, or financial benefit that is contingent upon the success that a person or entity of any type has in securing this Emergency Contract or a Contract with OGB. Contingency fees do not include payments to the Contractor’s full-time employees performing their job duties.

S. **Contract Monitor** – the OGB Medical and Pharmacy Group Benefits Administrator or designee, who will monitor the services and performance provided by the Contractor and the expenditure of funds under the Contract.

T. **Contractor’s Affiliates** – an entity: (1) which is directly or indirectly, through one or more intermediaries, controlling the Contractor; (2) which is under the same direct or indirect ownership or control as the Contractor; or (3) which is directly or indirectly, through one or more intermediaries, owned or controlled by the Contractor. For purposes of this definition and the Contract, “control” (including the terms controlling, controlled by or under common control with) means (a) the possession, direct or indirect, (b) the power to direct or cause the direction of the management or policies of an entity, or (c) the ability to direct an entity’s affairs or to control the composition of its board of directors or equivalent body, whether through (i) 50% or more of voting securities, (ii) partnership or membership interests, (iii) by contract or (iii) any other means. Further, a Group Purchasing Organization shall also be considered a Contractor’s Affiliate to the extent the GPO meets the above definition.

U. **Covered Benefit(s)** – drugs (including those that under State or Federal law require a prescription, or Over the Counter (OTC) drugs), products, services, or supplies made available as a covered benefit to Plan Participants as set forth in the Plan.

V. **Covered Product** – those prescription drugs, supplies, devices, and any other related products or services, and other items that are covered under the plan, each as indicated as covered on the Contractor's OGB set-up forms. For avoidance of doubt, this shall include OTCs and Vaccines.

W. **COVID-19 Vaccine** – any of several different vaccine technologies intended to provide acquired immunity against SARS-CoV-2 (COVID-19).

X. **Custom Formulary** – the list of pharmaceutical products and supplies, quantity limits, prior authorization guidelines, and clinical guidelines for detailing coverage of such products, which is developed and approved by the Contractor's Pharmacy and Therapeutics (P&T) Committee.

Y. **CSR** – a Customer Service Representative.

Z. **Date of Service (DOS)** – the date on which a prescription is filled. For purposes of all prescriptions filled at a Retail Pharmacy, the DOS is the date for determining the appropriate NADAC reimbursement.

AA. **Days' Supply** – the number of days the Brand, Generic, or Specialty Drug is to be taken as prescribed and submitted to the Contractor by the dispensing pharmacy.

BB. **DAW** – prescription drugs Dispensed as Written.

CC. **Dedicated** – those Contractor employees or resources that are 100% of the time working on OGB's services.

DD. **Designated** – those Contractor employees and resources that must prioritize work for OGB's services.

EE. **Delivery Channel** – Retail 30, Retail 90, Retail Specialty, Mail, and Mail Specialty. These channels are defined individually.

FF. **Dependent(s)** – OGB Plan Participant(s) who are not Primary Plan Participants.

GG. **Diabetic Supplies** – products with the MediSpan GPI-6 code 972020.

HH. **Diabetic Test Strips** – products with the MediSpan GPI-8 codes 94100030*, 94100035*, 94100036* only.

II. **Dispensing Fee** – the fee paid to the dispensing pharmacy for the preparation and dispensing of a Covered Product resulting in a paid Claim. The Dispensing Fee is added to the discounted AWP or MAC or NADAC. U&C Claims will always have a zero-dollar Dispensing Fee.

JJ. **Drug Utilization Review (DUR)** – A Point of Sale (POS) Claim edit to facilitate DUR objectives.

KK. **DMR** – Direct Member Reimbursement.

LL. **Eligible Member** – a person covered under any of OGB's prescription drug plans.

MM. **Eligible Member Cost Share** – the amount that an Eligible Member is required to pay for a Covered Product in accordance with the plan design. Eligible Member Cost Share includes any coinsurance (the percentage or portion of the cost of care or service that an Eligible Member may be obligated to pay for a Covered Product at the time the care and/or service is provided), copayment/ copay (the fixed dollar amount that an Eligible Member may be obligated to pay for

a Covered Product at the time the Covered Product is provided), or deductible (the amount of out-of-pocket expenses that an Eligible Member is responsible to pay for Covered Product prior to being eligible to receive benefits from OGB's prescription drug plan).

NN. **Employer Group Waiver Plan (EGWP)** – a group Medicare Part D prescription drug plan option that is offered to Plan Participants who qualify for this option. OGB's EGWP is administered by another vendor.

OO. **End-Stage Renal Disease (ESRD) Covered Products** – those separately billable ESRD drugs and/or ESRD related drugs that are included in the bundled payment to a dialysis or other facility that treats ESRD that are covered under OGB's Medicare Plan, and not as a Part D Covered Product.

PP. **EOB** – Explanation of Benefits.

QQ. **Exclusive Distribution Drugs or Limited Distribution Drugs** – a product that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer.

RR. **FDA** – the Federal Drug Administration.

SS. **Flu Vaccine** – a claim for a Covered Product within the MediSpan Drug Group of Vaccines or Toxoids that is administered for Influenza.

TT. **Formulary or Formularies** – the list of pharmaceutical products and supplies, quantity limits, prior authorization guidelines, and clinical guidelines for detailing coverage of such products. For EGWP, the "Formulary" is set by CMS.

UU. **Generic or Generic Drug** – a Covered Product approved by the FDA that is defined by MediSpan as a "Y". Generic Drugs also shall include Brand Drugs that are treated as "house" generic drugs (dispense-as-written (DAW) 5) by the pharmacy, Single Source Generic Drugs, and Authorized Generics. When a drug is classified as a Generic Drug, it shall be considered a Generic Drug for the purposes of measuring and reconciling financial guarantees. For the avoidance of doubt, Generic Drugs shall also include generic vaccines, supplies, medical devices, kits, diabetic supplies, OTCs, and test strips.

VV. **Generic Product Identifier (GPI)** – a 14 digit code, as defined by MediSpan, which includes all drugs sharing the same chemical composition, in the same strength, in the same form and that are administered via the same route.

WW. **Group Purchasing Organization (GPO)** – an entity that aggregates the purchasing power of a group of businesses to obtain Discounts or Rebates from Pharmaceutical Manufacturers. These services may include contracting with manufacturers for Manufacturer Payments or any similar service conducted on behalf of the PBM. Any entity who provides the same or similar services as the PBM on behalf of Contractor under this Contract shall also be considered a GPO. For purposes of this Agreement, rebate aggregators or any similar/competing entity shall also be a GPO.

XX. **Hep-C** – a product within the MediSpan Drug Class of Hepatitis Agents.

YY. **HIPAA** – the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act of 2009.

ZZ. **Home Infusion Pharmacy (HIF)** – a Retail Pharmacy-based, decentralized patient care organization with expertise in USP 797-compliant sterile drug compounding that provides care to patients with acute or chronic conditions generally pertaining to parenteral administration of drugs, biologics and nutritional formulae administered through catheters and/or needles in home and alternate sites. These Pharmacies are identified by a National Council for Prescription Drug Program's (NCPDP's) dispenser type code of 6.

AAA. **House Generics** – a Brand Drug submitted with a Dispense As Written (DAW) 5 code in place of the generic equivalent and where the Pharmacy is reimbursed at a Generic Drug rate, including MAC when applicable (non-retail Claims). For reconciliation of the Generic Drug Discount guarantees for non-retail Claims, the AWP of House Generic drugs shall be the per unit AWP of the generic equivalent and not the AWP of the Brand Drug. House Generics will be identified using MediSpan Multisource Code M, N, O, or Y and a Dispense as Written (DAW) code of 5.

BBB. **Identification Cards (ID Cards)** – printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable pharmacy network logo or other method, agreed upon by both parties in writing, of identifying the Contractor as the PBM.

CCC. **Independent Pharmacy** – Independent Pharmacy has the same definition as local pharmacy as La. R.S. 22:1863(5). A pharmacy as defined by the North American Industry Classification System (NAICS) Code 456110, which is domiciled in Louisiana and has fewer than ten retail outlets under its corporate umbrella and opts into the Independent Pharmacy Network for OGB.

DDD. **Independent Pharmacy Network** - network comprised of Independent Pharmacies.

EEE. **Indian Health Services, Tribal or Urban Indian Health (I/T/U)** - a Retail Pharmacy operated by the Indian Health Service, an Indian tribe or tribal organization, or an urban Indian organization as defined in Section 4 of the Indian Health Care Improvement Act, 25 U.S.C. 1603. These Pharmacies are identified by a National Council for Prescription Drug Program's (NCPDP's) dispenser type code of 8.

FFF. **Inflation Protection Payments** – payments received by the Contractor (if any; and whether separately made or in the form of increased Rebates) or Contractor Affiliates from a pharmaceutical manufacturer for the purpose of adjusting for year over year price inflation of the manufacturer's price for prescriptions on which Rebates are paid; in accordance with and pursuant to applicable pharmaceutical manufacturer agreements.

GGG. **Ingredient Cost** – for the Contract, will be defined as follows:

1. For Retail Claims for which a NADAC price is available, Ingredient Cost means the lesser of NADAC or U&C.
2. For Other Pharmacy Claims, Ingredient Cost means the lesser of the discounted AWP price or U&C.
3. For Mail Order and Specialty Pharmacies:
    a. For dispensed Brands, Ingredient Cost means the discounted AWP price.
    b. For dispensed Generics, Ingredient Cost means the lower of the MAC, where applicable, or the discounted AWP price.
4. Ingredient Cost does not include the Dispensing Fee, the Copayment, Coinsurance, deductibles or sales tax, if any.

HHH. Inflammatory Conditions - products with the MediSpan GPI-8 codes 66290030*, 66270015*, 66270040*, 52504070*, 90250585*. The GPI-8 codes listed in this definition are not meant to capture a comprehensive drug group/class, but rather a specific subset of drugs. Includes biosimilars.

III. Insulin - products with the MediSpan GPI-4 code 2710*. Includes biosimilars.

JJJ. Interactive Voice Response (IVR) – an automated telephone system that interacts with callers, gathers information and routes calls to the appropriate recipients.

KKK. Laws – all state and federal laws and regulations that apply to OGB or the Contractor.

LLL. Limited Distribution Drug (LDD) - a Specialty Drug that is used to treat conditions affecting only a small group of patients across several disease states, (i.e., oncology, growth hormone treatments, and multiple sclerosis) and refers to injectable, infusion, and other specialty products, whose dispensing is restricted by the pharmaceutical manufacturer to only 3 or fewer pharmacies.

MMM. Limited Distribution Drug (LDD) Pharmacy – a licensed pharmacy authorized by pharmaceutical manufacturer to dispense the LDD injectable, infusion, and other specialty products.

NNN. Mail Order Pharmacy or Mail Order – an automated Pharmacy that processes prescriptions at one or more central locations and delivers them through the mail or other third-party delivery service to the locations of customers and does not have a physical customer-facing storefront. If such an automated Pharmacy dispenses Specialty Drugs and non-Specialty Drugs, such Mail Order Pharmacy shall constitute a Mail Order Pharmacy solely with respect to the dispensing of non-Specialty Drugs and shall constitute a Specialty Pharmacy with respect to the dispensing of Specialty Drugs. These Pharmacies are identified by a National Council for Prescription Drug Program's (NCPDP's) dispenser type code of '05'.

OOO. Manufacturer Administrative Fee(s) (MAF) – fees for services rendered to Pharmaceutical Manufacturers in relation to administrative duties in connection with aggregation, allocating, collecting, and invoicing for Rebates. Manufacturer Administrative Fees are considered inclusive of "rebate administrative fee(s)," "formulary administrative fees," "GPO fees" or any other fee paid to the Contractor or a GPO in relation to administrative duties in connection with the collection of Manufacturer Payments.

PPP. Manufacturer or Pharmaceutical Manufacturer – a pharmaceutical, biotech, medical equipment or device manufacturer and any other entity that directly or indirectly performs sales, distribution and/or marketing functions (including wholesalers and distributors) with respect to any such manufacturer's products.

QQQ. Manufacturer Payments – any and all compensation, financial benefits and remuneration the Contractor, Contractor's Affiliates, receives from a Pharmaceutical Manufacturer less a disclosed program management fee retained by the Contractor's Rebate Aggregator, that is in any way attributable to OGB's Claims and/or utilization, including but not limited to, Discounts; credits; Rebates, regardless of how categorized; market share incentives, chargebacks, commissions, Inflation Protection adjustments or payments, access fees, MAF, and administrative and management fees. Manufacturer Payments also include any fees received for sales of utilization data to a Pharmaceutical Manufacturer.

RRR. Maximum Allowable Cost (MAC) – the price that has been established by the Contractor for a Brand Drug or Generic Drug included on its MAC drug list, which may be amended from time to time by the Contractor.

SSS. **Maximum Allowable Cost List (MAC List)** – a list of Multi-source drugs that are reimbursed at an upper limit per unit price. The list is developed and maintained by the Contractor and is usually reviewed quarterly but individual drug prices may be adjusted more frequently. Considerations for inclusion on the MAC list include: availability of the Generic Drug from multiple Manufacturers; clinical implications of generic substitution; national availability of generic versions; price differences between the Brand and Generic; therapeutic equivalence; and volume of Claims.

TTT. **Medical Devices and Supplies** - products within the MediSpan Drug Group of Medical Devices and Supplies.

UUU. **Minimum Rebate Guarantee** – the minimum Rebate per Brand Claim by dispensing channel.

VVV. **Multi-Source (MS) Brand(s)** – a product with a trade name marketed or sold by the innovator manufacturer or by a pharmaceutical company licensed and authorized by the original patent holder to sell the product after the expiration of the patent(s) and generally has at least one therapeutically equivalent alternative available in the marketplace.

WWW. **Multi-Source (MS) Generic(s)** – non-innovator products that are available from three or more manufacturers: the innovator (the manufacturer with the New Drug Application approval) and two or more manufacturers with Abbreviated New Drug Application approvals or marketing agreements for an authorized / branded generic.

XXX. **National Average Drug Acquisition Cost (NADAC)** – the national pricing benchmark, published by CMS, that is reflective of actual invoice costs that pharmacies pay to acquire prescription and over-the-counter drugs. It is based upon invoice cost data collected from retail pharmacies.

YYY. **National Drug Code (NDC)** – a universal product identifier. The NDC number is a unique, eleven-digit, three-segment number that identifies the labeler/vendor, product, and trade package size.

ZZZ. **Non-Formulary Brand Drugs** - the drugs that are not included in the list of preferred medications and/or not included in the drug list approved by OGB. When a drug is identified as a Non-Formulary Brand Drug, it shall be considered a Non-Formulary Brand Drug for all purposes, including Eligible Member Cost Share, therapeutic classification, pricing and all related guarantees.

AAAA. **Non-Standard Retail Pharmacies (LTC, Infusion, ITU)** - shall include, but not be limited to, Long Term Care, Home Infusion, Indian/Tribal/Urban (I/T/U), or VA pharmacies.

BBBB. **OGB** – the Office of Group Benefits

CCCC. **Other Pharmacy(ies)** – Retail Pharmacies that are not Independent Pharmacies and Retail Pharmacies that do not opt to participate in the Independent Pharmacy Network for OGB..

DDDD. **Other Pharmacy Claims** – Claims at Retail Pharmacies without a NADAC price and Claims processed for OGB's EGWP Plan Participants.

EEEE. **Other Vaccine** - a claim for a Covered Product within the MediSpan Drug Groups of Vaccines or Toxoids, other than Influenza and COVID-19.

FFFF. **OTS** – Office of Technology Services.

GGGG. **Over the Counter (OTC)** – drugs or Claims for products that do not necessarily require a prescription for a Plan Participant to purchase and that OGB has chosen to exclude from

Covered Benefits. OTC Claims are usually identified as having an 'O' or 'P' indication in MediSpan's Rx-OTC Indicator Code.

HHHH. **PA -** Prior Authorization.

IIII. **Paper Claim** - a manual/paper claim submitted by an Eligible Member for Covered Product dispensed by a pharmacy for which the Eligible Member paid cash.

JJJJ. **Pass-Through** (Pass-Through Pricing, Pass-Through Claims) – a pricing structure comprised of a full pass through (100%) of PBM's contracted rates, including those with Retail, Mail Order, and Specialty Pharmacies and Pharmaceutical Manufacturers. PBM will pass through any over performance in excess of the State's guaranteed pricing minimums. The amount billed to OGB will be equal to the amount paid by the PBM to the pharmacy. PBM will pass through 100% of Rebates plus Manufacturer Administrative Fees.

KKKK. **PBM** – the Pharmacy Benefit Manager.

LLLL. **PCSK9** – a product within MediSpan Drug Class of Proprotein Convertase Subtilisin/Kexin Type 9 Inhibitors.

MMMM. **PDP** – Prescription Drug Plan.

NNNN. **PGP –** Pretty Good Privacy.

OOOO. **Pharmacy and Therapeutics (P&T) Committee** – an independent body of health care professionals and academicians recognized as national experts and leaders in their fields of specialty who periodically review new drugs introduced to the market, re-evaluate selected therapeutic drug classes and drugs in the pharmaceutical development pipeline, and evaluate any current, relevant drug safety issues.

PPPP. **PII** – Personally-Identifiable Information.

QQQQ. **PKI** – Public Key Infrastructure.

RRRR. **Plan** – OGB's defined benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

SSSS. **Plan Documents** – OGB's Plan Documents for the self-funded health plans covered by the Contract.

TTTT. **Plan Participant(s) or Member(s)** – person(s) entitled to benefits through OGB as determined by OGB and identified in the eligibility data file prepared, maintained, and delivered to the Contractor. Includes Primary Plan Participants and Dependents.

UUUU. **Point of Sale (POS)** – the point at which/where the plan participant obtains/pays for the Claim.

VVVV. **PPACA** – the Patient Protection and Affordable Care Act.

WWWW. **Prescription Drug Services** - those Covered Products and related services, which are prescribed by a prescriber and dispensed, furnished or administered to Eligible Members by pharmacies or other authorized health care providers.

XXXX. **Pricing Component** - brand discounts, generic discounts, brand dispensing fees, and generic dispensing fees.

YYYY. **Primary Plan Participant(s)** – the Plan Participant whose relationship with OGB or the employee/retiree governs the coverage under the Plan.

ZZZZ. **Prohibited Relationship** – an arrangement between any consultant, actuary, lobbyist, broker, or vendor and the PBM which provides the consultant, actuary, lobbyist, broker, or vendor with a financial benefit as a direct or indirect result of the PBM's contractual relationship with OGB, unless such individual or entity is a full-time employee or subcontractor of the Contractor.

AAAAA. **Protected Health Information (PHI)** – individually identifiable health information, held or maintained by a covered entity or its business associates acting for the covered entity that is transmitted or maintained in any form or medium. PHI referred to in the Contract has the same meaning as PHI in HIPAA.

BBBBB. **Rebates** – all financial benefits received by the PBM and Contractor Affiliates which are directly or indirectly related and attributable to, and calculated based upon, the specific and identifiable utilization of prescriptions by Plan Participants, *regardless of whether such amounts are collected by PBM or its Contractor Affiliates*. This excludes a disclosed program management fee retained by the Contractor's Rebate Aggregator. This includes but is not limited to: access fees, Base, Incentive, Portfolio, Price Protection, Value-based Remuneration, Indication-based Remuneration, market share fees, Rebates, Specialty Drug Rebates, onsite Pharmacy Claims, low-day supply Claims, Generic Drug Claims, Biosimilar Drugs, Formulary access fees, service fees, Manufacturer Administrative Fees and marketing grants from Pharmaceutical Manufacturers, wholesalers and data warehouse contractors, Discounts, credits, Inflation Protection, charge backs, commissions, and any fees received for sales of utilization data to a pharmaceutical manufacturer.

CCCCC. **Retail Pharmacy(ies)** – any licensed pharmacy with which the Contractor has contracted to participate in one or more pharmacy networks. Retail pharmacies include any independent pharmacies, supermarket pharmacies, chain pharmacies or mass merchandiser pharmacies having a state license to dispense medications to the general public, retail pharmacies, I/T/U pharmacies, pharmacies operated by federally qualified health centers and rural health centers, Long Term Care pharmacies, and Home Infusion pharmacies. Mail Order Pharmacies and Specialty Network Pharmacies are not considered Retail Network Pharmacies.

DDDDD. **Revenues** – all financial benefits the Contractor receives related to the resulting Contract. These include but are not limited to access fees, market share fees, software licensing fees based on utilization, formulary access fees, inflation protection and penalty payments, and marketing grants from pharmaceutical manufacturers, wholesalers, and data warehouse vendors. Revenues also means any financial benefit received by the Contractor attached to a rebate. Revenues also means the positive difference between the amounts OGB pays for Prior Authorizations and other programs or services and the work performed by the Contractor for these programs or services.

EEEEE. **Revenue Reports** – reports required by La. R.S. 42:813-817 (Act 546 of the 2024 Regular Legislative Session for Louisiana). Annually, the Contractor shall file a report with OGB detailing any known revenues outside the administration fee related to their current contract with the office for the preceding calendar year, by source. As set forth in the Deliverables Section of the Contract, an Initial Revenue Report shall be filed on or before April 1st of each year and a Final Revenue Report shall be filed on or before June 30th of each year.

FFFFF. **Single Source Generics (SSGs)** – Generic Drugs that are only available from one manufacturer and labeler, including generics with limited availability, exclusivity, or competition, including Authorized Generics. When a drug is identified as Single Source Generic Drug, it shall be considered a Single Source Generic Drug for all purposes, including Eligible Member Cost Share, therapeutic classification, pricing and all related guarantees.

GGGGG. **Specialty or Specialty Drug** – certain pharmaceuticals, biotech or biological drugs, that are used in the management of complex or genetic disease that meet at least one of the first two criteria (1 or 2) and all of the last four criteria (a-d) in order to be placed on Contractor's Specialty Drug list:

(1)Either produced through DNA technology or biological processes, OR (2) Targets a complex disease caused by a combination of genetic, environmental and lifestyle factors; AND

a. Unique handling, distribution, and/or administration requirements such that the drug cannot be safely dispensed from a Mail Order Pharmacy such as the drug may require temperature-controlled shipping or other special handling;

b. Requires a customized medication management program that includes medication use review, patient training, coordination of care and adherence management for successful use such that more frequent monitoring and training is required,

c. Are not a device, supply, medical food, or durable medical equipment, AND

d. Meets CMS Requirements for placement on the specialty tier of a Medicare Formulary, if applicable.

When a drug is identified as Specialty Drug, it shall be considered a Specialty Drug for all purposes, including Eligible Member Cost Share, therapeutic classification, pricing and all related guarantees.

HHHHH. **Specialty Drug List** - an agreed upon list of Specialty Drugs.

IIIII. **Specialty Pharmacy** – a Specialty Pharmacy is:

1. an automated Pharmacy that processes prescriptions at one or more central locations and delivers them through the mail or other third-party delivery service to the locations of Plan Participants, and does not have a physical plan participant-facing storefront.

2. a pharmacy network or individual pharmacy that primarily dispenses Specialty Drugs and provides specialty services,

3. the PBM Specialty Pharmacies, and

4. a Pharmacy that dispenses a Limited Distribution Specialty Drug.

If such a Pharmacy dispenses Specialty Drugs and non-Specialty Drugs, such Specialty Pharmacy shall constitute a Specialty Pharmacy only with respect to the dispensing of Specialty Drugs and shall constitute a Mail Order Pharmacy (in the case of clause (1) of the preceding list) or a Retail Pharmacy (in the case of clause (2) and (4) of the preceding list) with respect to the dispensing of non-Specialty Drugs.

JJJJJ. **Specialty Service Fees** – fees collected by the Contractor or Contractor's Affiliates from pharmaceutical companies for certain costs or services associated with stocking, handling and dispensing certain Specialty Drugs, such as distribution data reporting, inventory tracking and management, FDA Risk Evaluation and Mitigation Strategy support and enhanced adverse event reporting and coordination.

KKKKK. **Subrogation Claim** - a claim submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which OGB is deemed to be the primary payor by operation of applicable federal or state laws.

LLLLL. **True Out-of-Pocket Cost (TrOOP)** - expenses incurred by an Eligible Member for Part D Covered Products, such as a deductible or other cost sharing amount for Part D Covered Products.

MMMMM. **Usual and Customary (U&C)** – the lowest price, including any Dispensing Fee, a pharmacy would charge a customer without any insurance coverage if such customer were paying cash for the identical drug on the date dispensed. This includes any applicable discounts, including but not limited to, senior discounts, frequent shopper discounts, and other special discounts offered to customers. A U&C Claim is one in which the Claim is adjudicated at the Usual and Customary Price and always has a Dispensing Fee of $0.00.

NNNNN. **Zero Balance Claim or Zero Balance Due** - a claim for which there is no balance due from OGB following the application of the Eligible Member Cost Share to the cost of the claim.

ATTACHMENT II: STATEMENT OF WORK

I. Overview

The Contractor shall provide pharmacy benefit management services for Plan Participants enrolled in all of the Office of Group Benefits (OGB) self-funded plans. The participating plans include the Magnolia Local Plus, the Magnolia Local, the Magnolia Open Access, the Pelican HRA1000, and the Pelican HSA775.

II. Goals and Objectives

1. To fulfill OGB's delegated responsibility to serve the State of Louisiana by administering OGB's prescription drug benefits and managing prescription drug cost and utilization while improving the quality of health for those served by OGB.

2. To provide quality, cost-effective healthcare services to OGB's Plan Participants.

III. Detailed Requirements

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide PBM services in accordance with all federal state, and any other applicable laws, regulations, policies and OGB requirements. The Contractor will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor(s)) to being the Contractor responsible for completing all required services. The Contractor shall provide competent and qualified staff to perform all tasks under this Contract.

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. OGB reserves the right to modify or delete the tasks and services listed prior to and during the term of this Contract, subject to the approval of the OGB CEO, Office of State Procurement, and any other approval required by law.

At a summary level, these tasks include:

1. Implementation Services
2. General Support Services
3. Pharmacy Benefit Manager Services
4. Clinical Management Services

At a minimum, the Contractor shall perform the following tasks and services:

Task (1): Implementation Services

The Contractor shall:

A. Assign a dedicated implementation team to manage the implementation process and to make changes as needed to account structure, claims file layout, or reporting.

B. Provide prescription drug coverage Plan Documents for OGB to review and edit at least 90 days before the effective date of this Contract. OGB retains sole authority to approve final Plan Documents.

C. Work with OGB and incumbent contractor as applicable to transfer competencies and operational expertise essential to administering OGB's pharmacy benefits program with minimal interruption to Plan Participants.

D. Perform all tasks necessary to complete the implementation audit (including follow-up test claims) at least 10 days prior to the effective date of this Contract.

E. Establish and implement data utilization edits that identify and deny duplicate claims, claims filed too soon, claims requiring authorization when such authorization is not in place, as well as messages to the pharmacist for review and approval or denial of the claim(s) due to safety issues.

F. Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and the Contractor; and data transfer and mapping. If the Contractor requires file mapping and/or subsequent updates, this service will be provided by the Contractor at no additional cost to OGB. The file transfer protocol and the file encryption must meet Office of Technology Services (OTS) Information Security Requirements as posted in the OTS Information Security Policy. This policy can be found at https://www.doa.la.gov/media/wvmhsr1r/informationsecuritypolicy-v-1-0-3.pdf. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp". The encryption key must have an expiration of no longer than five years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, Key Format suggested RSA key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

G. Provide file data in a layout format designated by OGB to include, but not be limited to, Drug Claims File, Prior Authorization Review File, Appeals Determination File, and Out of Pocket Maximum. The Contractor must accept OGB's designated file layout. File layouts will be provided at no cost to OGB. At this time, 834 files are not utilized. The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using PKI with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp". The encryption key must have an expiration of no longer than five years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

H. Mail welcome kits to the homes of newly enrolled Plan Participants within four calendar days upon receipt of eligibility from OGB.

I. Integrate with other OGB contractor(s) accurately and timely for the administration of the Plan, including the health claims administrator and Consolidated Omnibus Budget Reconciliation Act (COBRA) administrator, for the purpose of out-of-pocket maximum accumulation. Ensure that out-of-pocket maximum accumulation integration with selected contractor(s) as defined by OGB is successful prior to the effective date, at no additional cost.

J. Provide 10 read-only access codes to the online eligibility, claims payment and/or standard and ad hoc reporting system(s) (collectively, the "System"), which will allow OGB's specified personnel to view and/or extract information residing in the System on an individual, Plan level, and account structure basis. Training to OGB personnel shall be provided by the Contractor's Account Management Team on-site at OGB.

K. Conduct project status implementation meetings with the OGB Contract Monitor on-site, or via teleconference.

L. Cooperate with OGB's PBM vendor for EGWP to ensure coordination and communication necessary for Plan Participants who move from Commercial to EGWP and vice versa.

M. Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the "Go-Live" date, at no additional cost.

N. Ensure successful and timely claims data layout set-up and testing prior to the Go-Live date of January 1, 2026 at 12:00 am Central Time (CT).

O. Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on January 1, 2026, 12:00 am CT.

Task (2): General Support Services

The Contractor shall:

A. Provide an Account Management Team which is the Contractor's staff for PBM services assigned to OGB which shall include an Account Executive, Implementation Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Analyst, Data and Analytics Lead, Privacy Officer and Customer Service Manager. The dedicated Account Executive and Operational Account Manager will provide day-to-day management of project tasks and activities, coordination of Contractor's employees, and possess the technical and functional knowledge to direct all aspects of the project. The Account Executive and Operational Account Manager must have at least one back-up staff member designated to handle the overall responsibility of OGB. When the Account Executive and Operational Account Manager will be out of the office for more than eight hours during regular working hours, the designated back-up staff member will be in the office and available to address all questions and report requests during the Account Executive and Operational Account Manager's absence. The designated back-up staff member will be identified by name and phone number in advance of the absence. The dedicated Clinical Pharmacy Manager to advise on drug-related issues and trends, clinical programs and utilization rules, among other issues, must be specific to OGB's plan. The Clinical Pharmacy Manager assigned should have a minimum of one year tenure with the Contractor. The Clinical Pharmacy Manager must be a resident of Louisiana and will participate in in-person performance review meetings to be held in Baton Rouge, LA and must be available between 7:00 a.m. to 5:00 p.m. CT, Monday - Friday, to address OGB issues that may arise.

B. Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan, including creating a communication to deliver Pharmacy Benefit Manager appeals information to Plan Participants who request this information. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews. The Contractor will do so in a manner consistent with the appeals program and Plan Participant requested reviews of prescription drug denials as allowed by and in accordance with Laws.

C. Provide knowledgeable staff to attend annual enrollment events and benefit fairs throughout Louisiana (up to 30) either virtually or on-site, as requested as well as prepare, print, and distribute communication materials for and at these meetings.

D. Require the Account Manager to work on-site at OGB headquarters for the first 30-60 days post implementation if OGB requests.

E. Provide support around account strategy, Plan Participant inquiries, issue resolution, reports and other requested projects and deliverables within the timeframe set by OGB, such timeframe to be determined by OGB at the time the request is made.

F. For matters designated an emergency by OGB, provide a response to OGB within four hours. Responses shall be provided by Contractor's staff members who have final override or decision-making authority.

G. Provide OGB staff with access to its online reporting system.

H. Provide an annual service cycle plan, as well as an ongoing task log with timelines for all deliverables. Schedule and attend Weekly Status Update Meetings in person or via teleconference.

I. Schedule and attend all quarterly meetings on-site at OGB or via teleconference four times per calendar year. The meetings shall be held no later than 60 days following the end of the quarter. The Account Management Team will provide for OGB's approval a draft agenda at least 10 business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting.

J. Upon OGB's request, for management of the program, work with the appointed OGB actuary, other OGB contractors, employees from the Division of Administration, and the OGB staff.

K. Investigate any activity, prescription related or otherwise related to the Plan which the Contractor believes to be fraudulent or abusive, whenever detected by the Contractor or brought to the attention of the Contractor by OGB or other persons. The Contractor shall have established procedures and system edits to aggressively monitor and proactively search for cases and potential cases of fraud and abuse; such procedures shall include providing OGB with a quarterly report of fraud activities and discoveries relating to this Contract. In instances when the Contractor has detected fraud, the Contractor will pursue collection, and will report to OGB such collection, remitting any collection owed to OGB on a quarterly basis.

L. Assist OGB in responding to inquiries received from Plan Participants, pharmacy providers, or other persons. Such requests shall be 1) given priority status; 2) subject to a method of tracking approved by OGB; and 3) result in the delivery of all requested information, documentation, etc. When immediate responses are required, the Contractor shall assist OGB in preparing its reply including providing data and documentation within the timeframes prescribed by OGB for a specific inquiry.

M. Provide immediate online real-time manual eligibility updates for urgent requests by OGB staff as specified by the Contract Monitor.

N. Make available all necessary resources to assist OGB in responding to legislative inquiries and requests; necessary resources include but are not limited to the Account Management Team, analytics and outcomes, and government relations department. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the inquiry depending upon the scope and complexity of the request.

O. Provide advisory services to OGB regarding actual or pending State and federal laws, regulations, policies, procedures, and rules specific to self-funded plans for pharmacy benefit management, pharmacy and prescription drugs, other topics related to the provisions of this Plan. Additionally, provide OGB with estimated impact of such laws or

regulations on the Plan. Nothing in this provision shall be construed to require the Contractor to provide legal advice.

P. Subject to OGB's customization and approval, be responsible for the development, distribution, and mailing of pharmacy benefit information including, but not limited to 1) annual and special enrollment brochures and promotions; and, 2) other Plan-related printed materials (i.e., promotional, Plan Participant education, ID Cards, benefit brochures, claim forms, clinical program notices and letters, pre-formatted letters, system generated letters and notifications, correspondence forms, and other written materials and forms). The Contractor will be responsible for all costs associated with designing, writing, printing, distributing, and mailing all such information.

Q. Upon request of the Plan Participant, provide printed materials in a medium widely accepted and in compliance with all applicable anti-discrimination Laws.

R. Provide website that is specific to OGB and that is in compliance with all applicable anti-discrimination Laws.

S. Provide all printed material in electronic format with final version submitted to OGB in PDF file format.

T. To applicable Plan Participants, Summary of Benefits, Explanation of Benefits, interactive Eligible Member websites, negative formulary impact letters, coverage gap letters, and transition fill letters.

U. Provide dedicated Customer Service Representatives (CSR) to research and resolve benefits, claims payment, denial inquiries and complaints submitted by Plan Participants, pharmacies, or OGB, to the satisfaction of OGB. CSR must have the ability to gather and analyze data, create an historical picture (including a timeline of Claim activity for the individual Plan Participant), and develop appropriate correspondence for complicated Claim issues that are appealed.

V. Furnish a dedicated toll-free number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The dedicated call center for pharmacies, Plan Participants, and account management must be staffed and available to receive calls 24/7.

W. Upon request, provide digital recordings of Plan Participant phone calls within two business days of request.

X. Document and maintain a service disruption/continuity of operations plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (e.g. repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within 24 hours of occurrence for other events.

Y. Written communications to Plan Participants that have not been previously approved by OGB will be subject to OGB's approval prior to distribution. Such changes are subject to OGB approval prior to implementation. OGB will review written communications to Plan Participants annually to ensure no change in information, legal requirements as to OGB, etc. are necessary.

Z. Conduct annual Plan Participant(s) and OGB satisfaction surveys within 30 days after the end of each calendar year and report results to OGB. The survey tools are subject to OGB's approval.

AA. Meet with OGB staff in person or via teleconference, on at least a weekly basis to review and evaluate Contract administration. OGB may modify this schedule.

BB. Notify OGB within five business days of receipt of any class action notice and/or knowledge of other lawsuits that relate to the services provided under the terms of the Contract, in which the Contractor determines OGB could have an interest, and provide a copy of such to OGB. The Contractor is not authorized to file such claims on behalf of OGB without OGB's express written consent. The Contractor will provide claims data and reporting to use in filing for refunds, or to participate in any such action or litigation, at no additional cost and within the timeframe set by OGB (such timeframe to be determined by OGB at the time the request is made).

CC. Notify the applicable State authority (i.e., State Treasurer, etc.) and escheat any unclaimed property upon the expiration of the statutory time period for escheatment.

Task (3): Pharmacy Benefit Manager Services

The Contractor shall:

A. Provide prescription benefit management services including, but not limited to, general support and advisory services regarding pharmacy benefit design and implementation, Formulary management, network and rebate management, administrative and claims processing services, clinical management programs, reporting, marketing, customer service, quality management, and utilization management functions.

B. Provide network access, without an access fee, to Louisiana pharmacies which are licensed and in good standing with the Louisiana Board of Pharmacy.

   i. If OGB chooses to have a pharmacy removed from the network, Contractor agrees to remove it, and will provide a detailed estimate of any financial impact to support OGB's decision-making related to this.

C. Upon Contractor's discovery, promptly notify Plan Participants utilizing a pharmacy if a pharmacy in the OGB network permanently closes. The Contractor will provide a transition plan to locate another pharmacy, as applicable, providing Plan Participants with resources to locate another pharmacy.

D. Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, point-of-sale transactions, adjudication, and payment. The Contractor shall verify benefits and eligibility before authorizing the filling of prescriptions and paying Claims, in accordance with law and this Contract.

E. Have the ability to coordinate with other OGB vendors to accurately track accumulators for Member contracts with both Medicare primary (Part D) and Non-Medicare primary Plan Participants (Commercial).

F. Provide a process for reimbursing Plan Participants through electronic submission and paper reimbursement form.

G. Provide a full Claims file feed to all vendors designated by OGB including, but not limited to, OGB's actuary and third-party claims administrator of self-insured health plans, as

requested by OGB at no additional cost and in the format specified by OGB. File layouts will be provided at no cost to OGB.

H. Manage the current pharmacy benefit plan design and any changes implemented by OGB that have been provided by OGB to the Contractor in writing. Benefit design and coverage for supplies and prescriptions can be modified as needed and requested by OGB to align with associated health/medical programs, such as disease management and diabetic care.

I. As applicable, adhere to all mandated CMS policies and procedures regarding compliance, formulary submission, fraud, waste and abuse, and transition fills.

J. Provide innovative savings solutions for the prescription drug plan, including a detailed overview of the design and scope of the solution. Have the ability to implement new strategic and cost containment programs in each year of this Contract as they are developed and rolled out to other populations serviced by your organization. Savings solutions will only be adopted upon written approval from OGB and may require an amendment to this Emergency Contract.

K. Provide a process flow of the solution, from identification of potential savings, outreach to Plan Participants and providers, and data regarding savings realized by the plan and Plan Participants.

L. Provide retail network (30 and 90 day), Mail Order, and Specialty Pharmacy services. For the OGB Network, the Contractor shall provide pharmacies meeting the definition of an Independent Pharmacy, the choice to participate in the Independent Pharmacy Network, or in the network for Other Pharmacies.

M. Review, clarify, edit as necessary, and confirm the accuracy of all prescription drug program information included in the annual benefit guide and website as requested by OGB. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the request.

N. Communicate as necessary with those Plan Participants who will be affected by Formulary changes by sending disruption letters to those impacted by quarterly Formulary changes.

O. Perform all aspects of claims processing, coordination of benefits including non-Medicare and Medicare, claims reimbursement, point-of-sale transactions, adjudication, and payment. The Contractor shall verify benefits and eligibility before authorizing prescriptions and paying Claims.

P. Support any deductible or out-of-pocket maximum cross accumulation in a mutually agreed upon format to ensure compliance with the Patient Protection and Affordable Care Act (PPACA) and all other applicable state and federal laws and regulations.

Q. Process run-on claims for Eligible Members incurred prior to but not processed as of the effective date of the Contract at OGB's request.

R. Process claims for Plan Participants incurred prior to but not processed as of the termination of this Contract and received not more than one year following Contract termination ("run-off services"). At OGB's request, the handling of such claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate in transitioning such services to any successor appointed by OGB. Additionally, the Contractor will continue to process all claims and appeals for

claims incurred prior to termination of this Contract during the one year run-off period following termination, unless otherwise transitioned to a successor appointed by OGB.

S. If necessary, provide and support OGB after termination of this Contract with any and all required data feeds for class action settlements with drug manufacturers. These files will be provided at no cost to OGB.

T. To ensure Claims are processed appropriately, provide membership eligibility/enrollment, co-payment/coinsurance and benefit coverage information, (supplied by OGB or its designated agent in mutually agreed upon format) to network pharmacies at the time of dispensing through the online electronic transmission link maintained between the Contractor and pharmacies. The Contractor must update such information on a weekly basis.

U. For activities such as Claim submission, account monitoring, communications requested and approved by OGB, Formulary, and any other information required by Laws, provide 24/7 access to online portal, except for scheduled maintenance, to Plan Participants. All outages in excess of one hour should be promptly reported to the Contract Monitor.

V. Provide web-based tools that will help educate Plan Participants on the benefit plan design and assist in calculating and tracking the cost and utilization of their prescribed drug through all delivery channels (i.e., retail 30, retail 90, specialty, and mail service). The tool(s) must also provide alternative suggestions for more cost-effective medication within the same therapeutic class and contain OGB-specific plan information about both the current plan year and the prospective plan year.

W. Unless Laws require greater notice, provide written notice to OGB no later than 90 days prior to any anticipated material change(s) to the retail pharmacy network, Mail Order Pharmacy, and/or Specialty Pharmacy; additionally, provide written notice by mail to impacted Plan Participants by no later than 60 days prior to the effective date of any change. For purposes of this requirement, Plan Participant shall include any Plan Participant who has had a prescription filled within the last 90 calendar days or has an active refill on file with the terminating pharmacy. Written communications to Plan Participants will be subject to OGB's approval prior to distribution. Such network changes are subject to OGB approval prior to implementation.

X. Provide Plan Participant notice of any delays beyond three days in the delivery of prescription to the Plan Participant.

Y. Implement a Specialty Pharmacy program that will provide cost-effective care and positive patient outcomes through increased adherence; also provide an enhanced patient experience through the convenience of scheduled delivery, disease management programs and compliance monitoring employing a care coordination model.

Z. Provide OGB with a Specialty Drug list prior to the effective date of this Contract. The Specialty Drug List will be amended only in accordance with the terms of this Contract and with prior notice to and approval by OGB. Notice of all such amendments to the Specialty Drug List will be provided to OGB in writing at least 60 days before their effective date.

AA. Identify all Limited Distribution Drugs in writing to OGB.

BB. Provide a copy of the Maximum Allowable Cost (MAC) drug list to OGB, prior to execution of this Contract and upon the State's reasonable request, and shall be updated by the PBM in its sole discretion but no more frequently than once per quarter. The same MAC

list will be used for Other Pharmacy Claims, Mail Order Pharmacies, and Specialty Pharmacies (i.e., same number of drugs, same drugs). The Mail Order Pharmacy and Specialty Pharmacy MAC list price points for individual drugs/generic class numbers shall be equal to or less (i.e., more deeply discounted) than Other Pharmacy Claims' MAC list price points for the same individual drugs/generic class numbers.

CC. Provide predictive and plan design modeling capabilities and tools that will assist OGB in assessing the financial impact and/or return on investment (ROI) of OGB's current benefit plan design and any proposed benefit changes.

DD. Provide benchmark comparison for clients similar to OGB as well as national comparisons.

EE. Perform audits of individual pharmacies not located in the State of Louisiana, as requested by OGB, for the purpose of determining each pharmacy's accuracy of prescription Claims processing for the OGB network. For pharmacies located in the State of Louisiana that are seeking entrance into the network, the Contractor may accept the formal application of the pharmacy along with a copy of the on-site inspection report completed by the Louisiana Pharmacy Board in lieu of an audit.

FF. Maintain criteria to establish when and how a utilized participating pharmacy may be selected for audit (e.g. desk audit, on-site audit, client specific on-site participating pharmacy audit requests, etc.) and/or audited to determine compliance with its contract with the Contractor. Audits will be conducted by the Contractor's internal auditors or its subcontracted auditors at the utilized participating pharmacy. The Contractor will be required to institute action to collect overpayments and return 100% of the recoveries to OGB. Overpayments will be remitted to OGB within 30 days after the close of each Contract quarter via check or wire unless otherwise specified. The Contractor will provide reporting at no cost to validate overpayments and recoveries.

GG. All audits of pharmacies will be conducted in accordance with applicable laws.

HH. Comply with all OGB audits. OGB has the right to audit the Contractor more than once per year if the audits are different in scope or for different services (e.g., Rebate, Performance Guarantees, Claims, Financial, rebate contract review, clinical management programs, operational assessments). The audits will be at no charge to OGB except at a direct pass-through of any data retrieval fees, which may be required if data requested has already been stored.

II. In the event this Emergency Contract is terminated in accordance Section 9 Termination of this Contract, the Contractor shall render payment to OGB for all Rebates within 120 days after termination of this Contract. In addition, all pricing guarantees will be trued up and any shortfalls will be paid to OGB within 120 days after said termination. Notwithstanding the foregoing, the Contractor must render to OGB all Rebates resulting from this Emergency Contract.
    i. Rebate payments will reported to OGB by, at the least, National Drug Code (NDC) 11.

JJ. Provide immediate notification upon receipt by the Contractor of any non-routine, CMS-related inquiries regarding OGB's pharmacy benefits program; prepare a response to such inquiries for OGB approval within the specified timeframe mutually agreed upon by the parties; and submit such response to CMS after OGB approval.

KK. Perform and/or process subrogation of prescription Claims payments and other government agency recoveries on behalf of OGB in accordance with the timeframes

specified by Laws or such other periods requested by OGB. Government agencies include but are not limited to the CMS, Office of Inspector General (OIG), Health and Human Services (HHS), State Medicaid agencies, Veteran's Administration (VA) facilities, Indian Health Services and Bureau of Indian Affairs (IHS), and Department of Defense (DOD) military treatment facilities (or other similar facilities), or the agencies' or facilities' third-party representatives.

LL. Remit applicable fees to pharmacies as required by Laws, including but not limited to La. R.S. 22:1860.1 and La. R.S. 46:2625, and in the timing required by Laws, including but not limited to La. R.S. 22:1854 as applicable.

MM. For disaster declarations and or catastrophic events, have the ability to limit the "refill too soon" edit to either the parish/county of residence or the zip code of residence of Plan Participants affected by the disaster or catastrophic event.

NN. Provide all clinical coverage criteria and decision trees and supportive rationale, utilized for all prior authorization, step therapy and quantity/dose limits, if requested by OGB for review.

OO. Provide a Pharmacy and Therapeutics (P&T) Committee:

i. The Contractor's provided P&T Committee shall meet all CMS and/or other state and federal requirements of OGB in reviewing formulary, utilization management, and clinical programs, as required.

ii. The Contractor shall provide applicable drug reviews and/or monographs that were used in the decision-making.

iii. The Contractor shall provide minutes from the P&T Committee, or applicable approving body, along with documentation of formulary status, rationale for coverage policies and changes, committee discussions/comments and final approval of clinical criteria that is utilized for Formulary, PA, Step Therapy (ST), and Quantity Limitations (QL) applicable to OGB.

PP. Provide Formulary Management:

i. The Contractor shall design, develop, and implement a Formulary, or Formularies, to comply with coverage defined in the Plan Documents. The Formulary/Formularies shall include Federal Drug Administration (FDA) approved drugs that have been evaluated for inclusion by the Contractor's Pharmacy and Therapeutics (P&T) Committee. The Contractor shall be the exclusive Formulary administrator of all Formularies for the prescription drug benefit. The initial Formulary/Formularies that will impact Plan Participants shall be ready for OGB's review no later than 60 days prior to the effective date of this Contract and in place on the effective date of this Contract.

ii. By the effective date of this Contract, the Contractor shall assume responsibility for administering and maintaining the Formulary/Formularies, including the Prior Authorization (PA) criteria and clinical programs. The Contractor shall also assume responsibility for administering and maintaining additional Formularies during the term of this Contract at OGB's request.

iii. The Contractor shall allow the addition of a new and/or different Formulary if requested by OGB. The Contractor shall also allow Formulary customizations at the State's request at no additional cost to OGB, including the ability to remove or add any products, including over the counter (OTC) products. The Contractor shall

implement customized Formularies within an acceptable timeframe proposed by the Contractor and approved by OGB in writing.

iv. The Contractor shall monitor Formulary compliance and, if requested by OGB, report compliance information to OGB quarterly. If requested by OGB, the Contractor shall provide suggestions for improving Formulary compliance.

v. The Contractor shall implement changes to the Formulary, Step Therapy, PA, and other clinical edit requirements within 45 days of OGB's approval or request. Additional time may be granted with OGB's prior approval in writing. Changes shall include modifications to the Point of Sale (POS) system and all supporting systems and documents. The Contractor shall notify Pharmacy Providers and affected Plan Participants in writing at least 45 days prior to the implementation, unless OGB requests a shorter notification time or applicable Laws require a shorter timeframe. OGB must provide prior approval in writing for all pharmacy provider and Plan Participant notifications.

vi. The Contractor shall not implement or administer any program that results in the therapeutic switching of Plan Participants from lower net cost products to higher net cost products. The only exceptions are for Plan Participant safety or efficacy issues or, upon written notification to OGB and with prescriber approval, in response to widespread marketplace drug availability issues with the more cost-effective product.

vii. Final decisions for inclusion or exclusion from the Formulary shall be at the sole discretion of OGB and shall be submitted by OGB in writing to the Contractor. For the purposes of the Contract, the Contractor shall offer and manage an Open Formulary where all FDA approved medications are to be covered, or have a pathway to coverage, except for those expressly excluded from coverage by OGB's governing Plan Document(s) or if otherwise requested by or approved by OGB. No utilization management tools (such as Step Therapy, PA, and quantity limits) will apply unless OGB grants approval to such utilization management tools during Contract implementation or during the term of this Contract.

viii. The Contractor shall regularly review OGB's Plan Documents to ensure compliance with providing medications and supplies as noted or excluded in these documents. The Contractor must ensure compliance with this and other similar language in the Plan Documents throughout the term of this Contract.

ix. Formulary Design and Development:

a. Based on the recommendations by the Contractor's P&T Committee, the Contractor shall design the Formulary to:
    - Maximize the prescribing and dispensing of safe and clinically effective drugs within each therapeutic class that are the most clinically effective and the most cost-effective for OGB;
    - Ensure that the more costly drugs, which do not have any significant clinical or therapeutic advantage over others in their class, are used only when medically necessary; have a higher Formulary tier; (in certain instances, these drugs may be excluded from the Formulary); and
    - For multi-source drugs, ensure that 95% or more of Mail Order prescriptions and 90% or more of retail prescriptions shall be dispensed with a Generic Drug product.

b. The Contractor's P&T Formulary review process shall be an evidence-based review of clinical guidelines and medical literature to identify which agents and classes of drugs shall be included on the Formulary. Within the classes of drugs determined to be included on the Formulary, the Contractor shall determine which drugs within each class are safe, clinically effective, cost rational and provide equivalent clinical outcomes. The Committee's recommendations for inclusion on the Formulary shall be based on a thorough review of clinical effectiveness, safety, and health outcomes, followed by an analysis of the relative costs of the drugs in each class under consideration. The Contractor shall, at OGB's request, provide OGB documentation describing the Formulary review process, and the logic and methodology utilized by the Contractor's P&T Committee.
c. The Contractor shall identify therapeutic alternatives and opportunities for savings and report these opportunities quarterly to OGB. The Contractor shall also present recommendations at the annual review meeting concerning therapeutic categories that should be avoided with regard to inclusion on the Formulary, if applicable.
d. The Contractor may modify drugs included on the Formulary as a result of factors including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. At least 90 days prior to implementing any Formulary change, the Contractor shall notify OGB in writing of modifications to the Formulary, which will include a statement as to the reason for the modification. If one of the top 20 drugs (by prescription volume) utilized by Eligible Members is being modified, the Contractor shall provide a more detailed analysis justifying the proposed modification including financial analysis.
e. Upon review and approval by OGB, the Contractor shall implement Formulary management programs, which may include cost-containment initiatives (such as therapeutic interchange programs) and communications with Eligible Members, participating pharmacies and/or physicians (including communications regarding Generic Drug substitution programs).
f. The Contractor shall design, develop, implement, administer and maintain a list of quantity limits for certain preferred and non-preferred drugs. The Contractor shall base this list on therapeutic best practices (current clinical guidelines) or opportunities to reduce the cost of the most appropriate dosage form. The Contractor shall include drugs and quantities on the quantity limits list in the Formulary documents, and shall code these limits and Pharmacy messaging into the POS system.
g. The Contractor shall ensure the Formulary is readily available on the Internet for both prescribers and Plan Participants, and that prescribers and Plan Participants can easily identify utilization restrictions and Formulary alternatives for non-Formulary or high-cost products.
h. The Contractor shall coordinate its Formulary development process and criteria with the Contractor's clinical program requirements (PA, Step Therapy, etc.) to ensure consistent processes and minimize Plan Participant or prescriber impact.
i. The Contractor shall ensure that the Pharmacy Program and POS system include provisions for the dispensing of an emergency supply (early refill, Plan Participant lost prescription, vacation supply, dose increase, etc.), as described and determined by the Plan Document and OGB.
j. The Contractor shall work with OGB to implement utilization edits on medications deemed by OGB or the Contractor to be wasteful or of low value.

Affected Plan Participants will be provided notice in writing by the Contractor at least 60 days prior to the change, as new drugs are added to the wasteful, low-value program and current utilizers are identified.

k. The Contractor shall proactively work to replace high-priced drugs on the Formulary with appropriate biosimilars in a timely fashion. The Contractor shall provide OGB with such proposed Formulary changes in accordance with the terms of the Contract and provide OGB with detailed cost analysis and estimates of the proposed Formulary change.

l. The Contractor shall have a program in place to reduce the utilization of drugs with hyper-inflated costs that provide no meaningful clinical value. OGB's intent is to reduce the utilization of such drugs and redirect Plan Participants to other medications of less cost that provide better clinical value. Affected Plan Participants will be notified in writing by the Contractor at least 60 days prior to the change, as new drugs are added to the Program and current utilizers are identified.

x. The Contractor shall not require participation in any Formulary management programs, nor shall it alter pricing and Rebate Guarantees based on OGB's decision not to participate in any Formulary management program. OGB will make all final determinations regarding participation in Formulary management programs.

xi. The Contractor shall allow Plan Participants impacted by an OGB-approved Formulary management program change a period of no less than 60 days, unless otherwise agreed to by OGB, to comply with the change; also, the Contractor shall allow Plan Participant exemptions/Continuity of Therapy Utilization at OGB's request.

xii. The Contractor shall modify the Formulary as requested by OGB, and shall communicate such modifications, as necessary, by transmitting disruption letters to those Plan Participants impacted by Formulary changes.

xiii. Perform Formulary management, rebate sharing and other clinical services described herein. These services will include, but not be limited to, prior authorization, step-therapy, concurrent and retrospective Drug Utilization Review (DUR) and other measures that are deemed appropriate to effectuate Formulary management. All Formulary changes are subject to OGB's approval prior to implementation.

xiv. For routine Formulary updates, the Contractor shall send Plan Participant and prescriber notification at least 45 days in advance of Formulary updates to advise Plan Participants and their prescribers of any change that will negatively impact the Plan Participant. The Plan Participant and prescriber notification shall indicate the Formulary change date, the Plan Participant's currently used medication(s) and the soon-to-be Formulary alternatives. OGB shall not be billed for these letters, as they are included within the Administrative Fee paid to the Contractor.

Task (4) Clinical Management Services

The Contractor shall:

A. Develop and implement clinical intervention and programs that provide cost-savings to OGB. All such initiatives are subject to OGB's approval prior to implementation and/or discontinuance.

B. Provide clinical resources (e.g., dedicated pharmacist, etc.) to OGB to assist in interpreting pharmacy data and proactively developing cost management strategies.

IV. Deliverables

The deliverables listed in this section are the minimum required from the Contractor for Commercial. Additional deliverables may be included as mutually agreed between both parties.

Deliverable	Description	Frequency of Submission
Independent Assurances		
Independent Assurances	The Contractor shall supply OGB with an exact copy of the annual SOC 1, Type II and/or SOC 2, Type II (as agreed by OGB) resulting from the SSAE18 engagement or any other independent assurances approved by OGB for the period of January 1 – December 31. If the contract is extended, the Contractor shall also provide a bridge letter to OGB for the period of January 1 – June 30 of the following independent assurance reporting period.	October 1, 2026 and October 1 each subsequent calendar year thereafter. The Contractor shall provide the bridge letter for the period of January 1- September 30, 2026 no later than January 1, 2026. If the contract is extended, the time period of January 1 – September 30, 2027, shall be provided no later than January 1, 2027.
Performance Guarantees		
Performance Guarantee Report	A detailed comprehensive monthly report including metrics for the performance guarantees set forth in the Contract. See Performance Guarantees set forth below.	Within 60 calendar days after end of each quarter and calendar year.
Financial Guarantee Report	A comprehensive quarterly report, including the effective Average Wholesale Price (AWP) discounts, percentage of claims processed at National Average Drug Acquisition Cost (NADAC), dispensing fees, and rebates.	Within 30 calendar days after end of each quarter.
Account Satisfaction		
Plan Participant Satisfaction Survey	Conduct annual Plan Participant satisfaction survey and report results to OGB. The survey tools will be developed by the Contractor and approved by OGB.	Within 30 calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB. The survey tools will be developed by the Contractor and approved by OGB.	Within 30 calendar days after end of each calendar year.

Market Check		
Market Check Report	Provide comments on the market check audit report provided by OGB or its designee.	Within 30 calendar days of receipt.
Operational Activities		
Ad Hoc Reports	Provide client-specific reports that include data related to the Contractor's operating performance and health outcomes of OGB Plan Participants.	Within 10 business days of request.
Monthly Projections	Provide client-specific reports that project cash flow and rebates.	Within 10 business days of month end.
Weekly Status Update Meeting Agenda	A document that provides a high level overview of agenda topics, new and current issues requiring resolution, and any other necessary discussions.	Within 24 hours prior to the scheduled meeting for review and comments.
Service Log	A log detailing open and resolved issues to include, but not limited to, description of issue, date identified, recommended and/or agreed upon course of action, anticipated completion date, responsible party for resolution, notes from meeting discussions regarding the issue, and any other applicable comments.	Within 15 calendar days after the end of each month.
Meeting Minutes	Provide detailed and well-documented draft meeting minutes for review and comment.	Within three days after any meeting. Final minutes must be provided within three business days after receipt of revisions from OGB.
Quarterly Meeting Frequency	Attend all quarterly meetings via teleconference or onsite four times per calendar year at OGB.	The meetings shall be held no later than 60 days following quarter end.
Quarterly Meeting Agenda	A document that provides a high level overview of agenda topics, new and current issues requiring resolution, and any other necessary discussions.	Within 10 business days in advance of the scheduled quarterly meeting.
Process Log	A comprehensive document including a detailed description of all benefit and system programming changes.	Within five business days of any change.

Drug Type Summary	A summary of claims by drug type, broken out by Plan & level of coverage (employee ("EE"), employee + spouse ("EE+SP"), etc.), drug type (Generic/Brand), prescription count, days' supply, paid amount, total Plan Participant Out of Pocket (OOP).	Within 15 calendar days after end of each month.
Paid Claims Summary	A summary of paid claims, broken out by Plan & level of coverage, prescription count, Plan paid amount, Plan Participant paid amount, total claims, and year to date total.	Within 15 calendar days after end of each month.
Direct Member Reimbursement (DMR) Summary	A summary of DMR Claims by Plan to include DMR flag, in/out network, prescription count, relationship code, paid amount, total Plan Participant OOP, and year to date total.	Within 15 calendar days after end of each month.
Pharmacy Network Disruption Report	A map showing at least 98% of Plan Participants shall reside within 10 miles of a network pharmacy for urban areas, and 30 miles for rural areas.	Within 60 calendar days after the end of the Plan Year.
Specialty Utilization by Drug within Disease Summary	A summary of specialty drug utilization (to include, but not limited to, Rheumatoid Arthritis, Multiple Sclerosis, and Hepatitis C) broken out by disease state, drug name, number of prescriptions, Plan/Plan Participant cost, Plan/Plan Participant cost per fill, average total cost per fill.	Within 15 calendar days after end of each month.
Clinical Pipeline Report	A summary of specialty products in Phase III trials that are expected to receive FDA approvals within the next 12 months. This report is to include information by drug, manufacturer, therapeutic category, main use/description, expected approval, efficacy and safety data, predicted place in therapy, and financial impact. As specialty products are released to market a drug review will be performed that includes efficacy, safety data, place in therapy, comparative cost analysis, Formulary placement recommendation, and prior authorization guideline recommendation.	Last day of the month following end of each quarterly reporting period.

OGB Claims by Therapeutic Class	A description of the top 25 therapeutic classes by Plan paid claims. This report is to include total paid, Plan paid, patient paid, and percentage of Generic of each, number of claims, percentage of total claims, percentage of Generic drugs utilized, Plan paid/day, Plan paid/claim, and per Plan Participant per month.	Last day of the month following end of each quarterly reporting period.
Drug Utilization Review (DUR) Activity Report	A description of the total monthly drug utilization. To include total DUR activity, rejected claims, and reversed claims broken out by conflict description, summarized by total DUR count, ingredient cost, paid and percentage of alerts, total overall claims, claims with alerts, and claims sent summary.	Last day of the month following end of each quarterly reporting period.
Grievance report	A description of Plan Participant reported grievances, both oral and written, broken out by number of type: Plan (co-pays, coinsurance, coverage gap, prescription exclusions/limitations); appeals/formal grievances; customer service (i.e., Plan materials not received, mail order vendor, pharmacy staff, service plan operations, service plan staff); disenrollment (i.e., disenrollment not processed); fraud and abuse; marketing; quality of care; other/misc.	Last day of the month following end of each quarterly reporting period.
Plan Summary	A summary of issues, changes to Formulary, communications, and recommendations, to be presented at quarterly meetings.	10 calendar days prior to the occurrence of each quarterly meeting.
Maximum Allowable Cost (MAC)	A MAC pricing list (i.e., OGB retail pricing for Other Pharmacy Claims).	Within 15 calendar days after end of each month.
Pharmacy Audits	Detailed results of any pharmacy audit including recommendations for identified deficiencies and plan of action as needed.	Last day of the month following end of each quarterly reporting period.
Plan Participant Communications	Prepare talking points and communications necessary for Plan/Formulary updates and changes.	Within the timeframe identified by OGB at time of request.

CMS Reporting	Prepare and submit all CMS mandated and ad hoc reports.	Within the timeframe identified at the time of request.
Payment of Rebates	Render payment to OGB for rebates.	Within 100 days following the end of each quarter.
Payment of Revenues Identified in the Initial Revenue Report	Render payment of all revenues directly attributable to the Contract to OGB that were collected in the calendar year covered by the Initial Revenue Report.	Within 30 days of filing the Initial Revenue Report.
Payment of Revenues Identified in the Final Revenue Report	Render payment of all revenues directly attributable to the Contract to OGB that were collected in the calendar year covered by the Final Revenue Report.	Within 30 days of filing the Final Revenue Report.
Reconciliation of Financial Guarantees	Provide OGB with reconciliation reporting of financial guarantees.	Within 100 days following the end of each reporting period (monthly, quarterly, etc.).
Payment of Financial Guarantees	Render payment to OGB for reconciliation of financial guarantees.	Within 120 days following the end of each Measurement Period.
Initial Revenue Report	Annual report detailing any known revenues outside the administration fee related to the Contract for the preceding calendar year, by source.	Submit to OGB and the Louisiana House and Senate Committees on Insurance by April 1 for preceding calendar year.
Final Revenue Report	Annual report updating and supplementing as appropriate any information not reported in the Initial Revenue Report to ensure that all revenues for the preceding calendar year are reported.	Submit to OGB and the Louisiana House and Senate Committees on Insurance by June 30 for preceding calendar year.
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by the Contractor.	No later than June 30 of each calendar year.
Patient Assistance Reports	To the extent known by Contractor: 1) Monthly report of patients that have utilized a patient assistance program at a specialty pharmacy. The report should detail patient name, drug name, amount paid by patient assistance program, amount paid by OGB, and amount paid by patient (after assistance program). 2) Quarterly report of all available patient assistance programs.	1) Within 15 calendar days after end of each month. 2) Last day of the month following end of each quarterly reporting period.

V. Performance Requirements

A. Performance Measures

The Contract Monitor will evaluate the Contractor's performance under this Contract. This evaluation will include review of performance criteria and corresponding monetary penalties for the Contractor's failure to comply with the identified criteria below and/or any subsequent addendum.

B. Monitoring Plan

The monitoring plan is as follows:

1. The Contractor will submit various reports to the Contract Monitor as specified in this Statement of Work.
2. The Contract Monitor will ensure all deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor will provide oversight of the Contractor's performance of the terms of this Contract, including the implementation process, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

C. Performance Guarantees

The Contractor agrees to provide its operational performance requirements or guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year. OGB, at its sole discretion, will allocate the percentages of the Annual Amount at Risk for performance guarantees. The Contactor will be subject to per day fees for certain performance guarantees. Year 1 is considered one year for calculating the Annual Amount at Risk. If applicable, a subsequent year is considered one year for this calculation as well. The Contractor's total Annual Amount at Risk for Year 1 of this Emergency Contract is $1,000,000.

All performance guarantees must be reconciled annually and reported to OGB within 60 days after the close of the period being measured and any penalties owed to OGB shall be paid within 45 days after reported reconciliation. Implementation performance guarantees will be measured and reported within 90 days of the agreed upon implementation date. Payment of any implementation performance penalty shall be paid within 60 days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to performance guarantees detailed in this **Statement of Work**.

A. **Audit:**
OGB reserves the right to audit performance guarantee reports on a Measurement Period basis. A third party may be utilized to perform this audit.

B. **Measurement Periods**
The Measurement Periods are as follows:

Year 1: January 1, 2026 through December 31, 2026

In the event that the Emergency Contract is extended, the Measurement Period will be:

Year 2: January 1, 2027 through December 31, 2027

If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Performance Guarantee	Measurement	Annual Amount at Risk
Implementation (for Year 1)		
Implementation Satisfaction Survey	Provide an implementation satisfaction guarantee that is separate from all other guarantees. The guarantee will be at the sole discretion of OGB, meaning OGB can determine, in good faith, a "yes" or "no" if they were satisfied with the implementation, or a percentage of satisfaction. The survey will be developed by the Contractor and approved by OGB.	1%
Implementation Audit	Complete the implementation audit, including follow-up test claims, at least 10 business days prior to January 1, 2026.	1%
Group Structure, Benefit Plan Design - Timeliness	The group structure and benefit plan design will be entered and tested in the PBM system at least five business days prior to open enrollment materials being mailed; such that, the Contractor Call Center representatives can answer client-specific questions. Any corrections needed, including those that may be identified during the implementation audit, will be made within five business days. This guarantee is dependent on receiving final sign-off from OGB on the Group Structure and Benefit Plan Design Documents.	1%
Group Structure, Benefit Plan Design - Accuracy	The group structure(s) and the respective benefit plan design(s) coded into the PBM system will be 100% accurate at least one business day prior to open enrollment materials being mailed; such that, the Contractor Call Center representatives can answer client-specific questions.	1%
Eligibility Load	Contractor shall receive an eligibility file by 12/07/2025. Participant eligibility will be loaded by mutually agreed upon date with 100% accuracy. This should allow Plan Participants time to receive cards at least 15 business days in advance of the Go-Live date of January 1, 2026.	1%

Member ID Cards/Welcome Kit	The Contractor guarantees that 100% of Plan Participants will be mailed ID cards and/or Welcome Kits. The information contained on/in these mailings will be 100% accurate in terms of plan and Plan Participant information. Plan Participants will be provided materials at least 15 business days in advance of Contract effective date.	1%
Customer Service during Open Enrollment - Timeliness	A dedicated toll-free telephone number for member questions/assistance will be established by the date agreed upon in the Implementation Project Plan, but at least five business days before open enrollment materials are mailed, and maintained during open enrollment.	1%
Customer Service Call Accuracy	100% of all calls reviewed at the request of OGB (typically based on participant complaints) will include no inaccurate coverage information.	1%
Implementation Updates	The Implementation Project Manager will provide regular weekly updates to OGB, tracking the status of the implementation.	1%
Member Call Tracking	The Implementation Project Manager will provide member call stats by call category to OGB for every day of open enrollment, for the first 15 days after January 1, 2026 (reporting during the weekend is not required), and then weekly thereafter until OGB provides a cessation date.	1%
Claim Tracking Report - Timeliness	The Contractor will provide to OGB claim stat reports (e.g. paid vs rejected) every day for the first month of implementation for purposes of identifying any trends or errors.	1%
Claim Tracking Report	The Contractor will provide to OGB claim stat reports (e.g. paid vs rejected) that include reasons for claim rejections and will provide the additional research requested to determine whether there are any transition issues that need to be addressed.	1%
Post-Implementation Review Meeting	The Contractor will conduct a post-implementation review meeting with OGB within 60 days after the Contract effective date or a later time if requested by OGB.	1%
OGB Inquiries - Response Timeliness	The Contractor representative will acknowledge 100% of inquiries/concerns raised from OGB, and/or their designees, within one business day from when the	1%

	requests are sent (documented via email), and provide a date when the next update will be provided.	
Inquiry/Issue Resolution Timeliness	The Contractor representative will work to resolve any implementation questions/issues raised by OGB within five business day from when the inquiry/requests are sent (documented via email), or a later date if mutually agreed upon.	1%
Contract Change Requests - Timeliness	The Contractor will respond to the first Contract review (contract change requests/inquiries) within 10 business days from its receipt and will respond to follow-up inquiries about the same items initially identified within five business days. The response times may be extended if mutually agreed upon in writing in advance.	1%
Post Implementation		
Pharmacy Network Disruption	At least 98% of Plan Participants shall reside within 10 miles of a network pharmacy for urban areas, and 30 miles for rural areas.	5%
Retail Direct Reimbursement Claims	Within five business days, 100% of retail direct reimbursement claims shall be processed for payment; or, if rejected, shall be responded to.	1%
Retail Point-of-Sale Claims Adjudication Accuracy	Adjudication accuracy rate of at least 99.5% for all claims processed at point of sale.	0%
Mail Order Turnaround for Prescription Drugs Requiring No Intervention	95% of mail orders for prescription drugs requiring no intervention (i.e., clinical verification, prior authorization, etc.) will be shipped within two business days. (Measured in business days from the date the prescription is received by the Contractor either paper, phone, fax or e-prescribed.)	0%
Mail Order Turnaround for Prescription Drugs Requiring Administrative/Clinical Intervention	95% of mail orders for prescription drugs requiring administrative/clinical intervention will be shipped within five business days, (measured in business days from the date the prescription is received by the Contractor either paper, phone, fax or e-prescribed)	0%

Mail Order Dispensing Accuracy	99.8% or greater accuracy of Mail Order prescriptions dispensed with no errors.	0%
Wait Time for Pharmacist/Clinical Support Supervisor	100% of Plan Participant calls that are transferred to a pharmacist or supervisor will be answered within five minutes.	2%
Specialty Pharmacy Dispensing Accuracy	99.8% or greater of Specialty Pharmacy prescriptions filled with no errors.	0%
Specialty Adherence Rate	Provide adherence rate reporting for patients using Specialty Pharmacy. Conditions to be measured include, but are not limited to, Rheumatoid Arthritis, Multiple Sclerosis, Growth Hormones, HIV/AIDS, and Hepatitis C. Conditions will be measured for each condition separately.	1%
Average Speed to Answer	Average speed of answer for all calls will be answered by a live voice within 20 seconds. The amount of time that elapses between the time a call is received in a Plan Participant service queue to the time the phone is answered by a CSR. Measurement excludes calls routed to Interactive Voice Response (IVR).	0%
Abandoned Call Rate	2% or less of calls will be abandoned before call is answered by CSR. (Measurement excludes calls abandoned within the first 30 seconds and calls routed to IVR.)	1%
First Call Resolution	98% of all calls will be resolved at first point of contact.	1%
Prior Authorizations	Promptly review and respond to requests for prior approval for specific drugs following receipt of all required information, but in any case will respond in no more than two business days.	2%
Plan Participant Written Inquiry Timeliness	97% of all Plan Participant written inquiries will be responded to and resolved within five business days and 100% within 10 business days.	1%
Plan Participant Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed by the Contractor and OGB prior to January 1, 2026 and each subsequent Contract year.	10%

OGB Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed by the Contractor and OGB prior to January 1, 2026 and each subsequent contract year.	10%
Standard Reporting	Within the specified timeframes, deliver standard financial and clinical reports detailed in the deliverables section.	5%
Quarterly Meeting	Attend all quarterly meetings via teleconference or on-site four times per calendar year at OGB. The meetings shall be held no later than 60 days following quarter end.	1%
Benefit Plan Review	Conduct an annual benefit plan review 45 days prior to effective date of any plan benefit changes, (i.e. co-payments, coinsurance, clinical rules, etc.).	2%
Plan Participant Identification Card Timeliness	Issue 100% of all new Plan Participant identification cards within five business days following receipt of a clean eligibility file.	0%
Reporting Requirements	Provide OGB all reports specified in this **Statement of Work** within the specified timeframes. Additionally, on an annual basis, the Contractor must prepare a written summary analysis and orally present results to OGB.	1%
Pharmacy Audits	At least 3% of pharmacies with greater than 150 OGB Plan Participant prescriptions will be audited on an annual basis. Audits will be conducted in accordance with Laws.	1%
Point-of-Sale Network System Downtime	System downtime will be 0.5% or less, measured monthly.	2%
Eligibility Processing Accuracy	100% of electronically transmitted eligibility files processed accurately within one business day without error.	2%
Payment of Rebates	100% of Rebates obtained are paid to OGB within 100 days of the end of each quarter.	20%

Reconciliation of Financial Guarantees	Reconciliation of all financial settlements (i.e. performance guarantees, Formulary guarantee true-up, generic guarantees, rebates, etc.) to OGB within 100 days from the close of each reporting period.	4%
True-up Payments of Financial Guarantees	Payment of all financial settlements (i.e. performance guarantees, Formulary guarantee true-up, generic guarantees, rebates, etc.) to OGB within 120 days from the close of each Measurement Period.	4%
Independent Assurances	The Contractor shall supply OGB with an exact copy of the annual SOC 1, Type II and/or SOC 2, Type II (as agreed by OGB) resulting from the SSAE18 engagement for the period of January 1 – December 31 for each calendar year of the contract, as the SOC 2 Type II report becomes available. In the event a report is not available, Contractor will supply a bridge letter.	Subject to $1,000 per day penalty.
Audit Response Time and Reconciliation	Audit response and reconciliation of findings will be provided within 60 days of the close of the audit. If a response is not received and the Contractor requires the audit be reopened then the Contractor will pay for additional audit fees.	2%
Audit Errors	If a Claims or Rebate audit results in errors that express more than 1% of drug costs then the Contractor will reimburse OGB those costs plus interest as set forth in La. R.S. 13:4202 well as the applicable audit fees.	0%
Accumulator Tracking and Accuracy	Accumulators (tracking Plan Participants' Out-of-Pocket Maximum) shall be tracked real-time with 99.5% accuracy.	5%

D. Program Savings Guarantee

This Program Savings Guarantee is to establish savings commitments tied to the performance of the elected programs.

Program Election: At OGB's election, Liviniti shall implement the programs described herein ("Program(s)") in accordance with OGB specifications.

1. **Biosimilar Adoption Program**

   a. Description: Promotes the use of clinically equivalent, lower-cost biosimilar medications in place of higher-cost comparator biologics to reduce plan and member expenses while maintaining therapeutic outcomes. [redacted] will be the targeted comparator biologics with a savings opportunity for the Measurement Period.

   b. Guarantee: The Contractor guarantees savings of $5,100,000 for the Measurement Period with an expected 80% adoption rate. In the event that actual savings fall short of this guaranteed amount, the Contractor shall cover the shortfall dollar-for-dollar**.** However, the Contractor's Maximum Payment Obligation to cover such shortfall shall be limited to a Maximum Payment Obligation of $3,000,000 for the Biosimilar Adoption Program, regardless of the total shortfall amount.

   c. Any reduction in utilization of the targeted comparator biologics with a savings opportunity from the baseline directly attributable to an OGB decision or omission shall be equitably adjusted as agreed upon by Contractor and OGB.

   d. Measurement:

   [redacted]

2. **Clinical Management Program**

   a. Description: Combines targeted clinical reviews with precision assessments to drive utilization to the most clinically appropriate and cost-effective therapies. Strategies may include Prior Authorization, Step Therapy, Quantity Limits, and Generic Substitution.

   b. Guarantee: The Contractor guarantees savings of $9,000,000 per Measurement Period, based on the management programs and initiatives outlined in the proposal as "moderate," with a three-month phase-in period. If actual savings fall short of the $9,000,000 guarantee, the Contractor shall be responsible for covering the shortfall dollar-for-dollar. The Contractor's Maximum Payment Obligation under this Clinical Management Program shall

not exceed $3,000,000 per Measurement Period, regardless of the shortfall amount.

c. Measurement:

[redacted]

d. Exclusions: If a Claim is not covered due to a plan exclusion as part of OGB's Plan Design (no override or no DAW opportunity available), the denial of a Claim for that drug is not counted as savings.

3. Custom Variable Copay (VCP) Program

a. Description: Designed to lower prescription costs by applying eligible manufacturer copay assistance at the point of sale. For OGB, this will be implemented as an open model, allowing both Independent Pharmacies and Other Pharmacies the ability to participate.

b. Guarantee: The Contractor guarantees savings of $6,000,000 per Measurement Period. In the event that actual savings fall short of this guaranteed amount, the Contractor shall be responsible for covering the shortfall dollar-for-dollar. However, the Contractor's Maximum Payment Obligation under this Custom Variable Copay Program shall not exceed $6,000,000 per Measurement Period, regardless of the shortfall amount.

c. Measurement [redacted]

d. Exclusions: If any of the following events occur, discontinuation or changes to Manufacturer coupon programs, removal of pharmacies by OGB, or legislative, regulatory, or Manufacturer actions materially impacting coupon funding or eligibility the Guarantee will be adjusted to reflect these exclusions and the impacted Claims will be removed from the Savings Guarantee.

e. Measurement Period: The Measurement Period will be the 12-month period starting January 1st, 2026, and ending December 31st, 2026.

f. Reconciliation: Within 90 days after the end of the Measurement Period, the Contractor will calculate the actual Program Savings achieved. If actual savings are less than the Guaranteed Savings, the Contractor will pay OGB

any shortfall subject to the Maximum Payment Obligation. The Contractor's Maximum Payment Obligation is $12,000,000.

g. Reporting and Transparency: The Contractor shall provide OGB with claim-level detail and an annual savings report sufficient to substantiate all savings calculations under this Emergency Contract. Reports shall include the methodology, data sources, used in the calculation. OGB shall have the right to audit or engage an independent third party to audit the underlying data and calculations.

h. Conditions: The following conditions apply to the validity and enforceability of the Program Savings Guarantee. The Contractor reserves the right to equitably adjust the Guarantee in the event any of these conditions are not met:

    1. Data Accuracy. The Guarantee is based on OGB-provided Claims and utilization data for the date range March 2024 to February 2025. Any material deviation from the data set provided, including inaccuracies, omissions, or subsequent adjustments, shall entitle the Contractor to equitably adjust the Guarantee.

    2. Plan Design Stability. In the event a material change in plan design occurs such as the elimination of coverage of a drug listed in the Program Savings Guarantees, the Parties agree to negotiate in good faith to amend these Program Savings Guarantees. Any change to the Program Savings Guarantees will necessitate an amendment to this Emergency Contract.

    3. Scope of Services and Industry Changes. In the event of prohibitions or restrictions on either parties' ability to receive manufacturer patient assistance program funding, manufacturer patient assistance program terms and conditions that vary materially from those in place at the time the Guarantee was provided, and/or legislative or regulatory changes that materially impact the Program Savings Guarantees, the Parties agree to negotiate in good faith to amend these Program Savings Guarantees. Any change to the Program Savings Guarantees will necessitate an amendment to this Emergency Contract.

Force Majeure. In the event of catastrophic events or public health emergencies that materially impact utilization patterns that directly affect these Program Savings Guarantees, the Parties agree to negotiate in good faith to amend these Program Savings Guarantees. Any change to the Program Savings Guarantees will necessitate an amendment to the Emergency Contract.

ATTACHMENT III: PRICING GUARANTEES

Schedule A*

Administration Fee	[redacted] Per Member Per Month (PMPM) as set forth in Administrative Fee Attachment	
	INDEPENDENT PHARMACIES	OTHER PHARMACIES[1]
Retail Pricing (1-83 days; supply) - BROAD NETWORK		
Contract Year 1 - Brand Discount:	N/A (NADAC)	[redacted]
Contract Year 1 - Generic Discount:	N/A (NADAC)	[redacted]
Contract Year 1 - Dispensing Fee:	$11.00	$0.95
Retail Specialty Pricing (maximum 30 days' supply) - BROAD NETWORK		
Contract Year 1 - Brand Discount:	N/A (NADAC)	[redacted]
Contract Year 1 - Generic Discount:	N/A (NADAC)	[redacted]
Contract Year 1 - Dispensing Fee:	$11.00	$1.25
Retail 90 Pricing (84+ days' supply) - BROAD NETWORK		
Contract Year 1 - Brand Discount:	N/A (NADAC)	[redacted]
Contract Year 1 - Generic Discount:	N/A (NADAC)	[redacted]
Contract Year 1 - Dispensing Fee:	$11.00	$0.95
Mail Pricing (all days' supply)		
Contract Year 1 - Brand Discount:	N/A	[redacted]
Contract Year 1 - Generic Discount:	N/A	[redacted]
Contract Year 1 - Dispensing Fee:	N/A	$0.00

Formulary Option 1 - Minimum Rebate Guarantees

Name of Formulary:	Core
Structure of Formulary (Exclusionary, Open, Other)	Open
Contract Year 1 - Retail Brand. Minimum Annual Rebate Guarantee	[redacted]
Contract Year 1 - Retail 90 Brand. Minimum Annual Rebate Guarantee	[redacted]
Contract Year 1 - Mail Brand. Minimum Annual Rebate Guarantee	[redacted]
Contract Year 1 – Retail/ Mail Specialty Brand. Minimum Annual Rebate Guarantee	[redacted]

Compound Drugs

Contract Year 1 - Compound Drugs	Lower of discounted AWP or MAC for each ingredient, plus dispensing fee, or U&C
Level of Effort Fee (paid to pharmacy)	$10 - $20, depending on the compound

Flu Vaccines

Contract Year 1 - Covid Vaccines	Lower of discounted AWP ingredient cost plus dispensing fee, or U&C
Flu Vaccine program fee (paid to pharmacy)	$15.00

COVID-19 Vaccines

Contract Year 1 - Flu Vaccines	Lower of discounted AWP ingredient cost plus dispensing fee, or U&C
COVID-19 Vaccine program fee (paid to pharmacy)	$25.00

[1] Discounts are off AWP.

Other Vaccines

Contract Year 1 - Other Vaccines	Lower of discounted AWP ingredient cost plus dispensing fee, or U&C
Other Vaccine program fee (paid to pharmacy)	$15.00

Schedule A:

- *All rates are expressed as an average annual effective rate*
- *Subject to matrix in "Schedule B"*
- *Pricing guarantees cannot be changed without an amendment to this Emergency Contract.*

Schedule B

The following table indicates items to be included or excluded from the above pricing.

Category	Non-Specialty Retail Discounts/Dispensing Fees	Non-Specialty Mail Discounts/Dispensing Fees	Specialty Discounts/Dispensing Fees	Non-Specialty Rebate Guarantees	Specialty Rebate Guarantees
100% Member Paid Program Claims (e.g., Discount Card)	Included	Included	Included	Excluded	Excluded
340B Eligible Claims/340B Contract Pharmacies	Excluded	Excluded	Excluded	Excluded	Excluded
AB Rated Drugs	Included	Included	Included	Excluded	Excluded
Authorized Generics	Included	Included	Included	Excluded	Excluded
Biosimilars	Included	Included	Included	Excluded	Excluded
COB (Secondary Payor) Claims	Excluded	Excluded	Excluded	Excluded	Excluded
Compound Drugs	Excluded	Excluded	Excluded	Excluded	Excluded
COVID-19 Test Kits	Included	Included	Included	Excluded	Excluded
COVID-19 Vaccine	Excluded	Excluded	Excluded	Excluded	Excluded
DAW of 3,4,5,6, or 9	Included	Included	Included	Excluded	Excluded
Diabetic Supplies	Included	Included	Included	Included	Included
Diabetic Test Strips	Included	Included	Included	Included	Included
Flu Vaccines	Excluded	Excluded	Excluded	Excluded	Excluded
Hep-C Drugs	Included	Included	Included	Included	Included
HIV re: specialty category	Included	Included	Excluded	Included	Excluded
Home Infusion Pharmacy	Excluded	Excluded	Excluded	Excluded	Excluded
Indian/Tribal Pharmacy	Excluded	Excluded	Excluded	Excluded	Excluded
Inflammatory Conditions	Included	Included	Included	Included	Included
Insulins	Included	Included	Included	Included	Included
Limited Distribution Drug	Included	Included	Included	Included	Included
LTC Pharmacy	Excluded	Excluded	Excluded	Excluded	Excluded
Medical Devices and Supplies	Included	Included	Included	Included	Included
Medicaid/ Medicare Claims	Excluded	Excluded	Excluded	Excluded	Excluded
Military Pharmacy	Excluded	Excluded	Excluded	Excluded	Excluded
Multisource Code & Brand Name Code Combo of OG, MG, NG, YG, YT, YB, OB	Included	Included	Included	Excluded	Excluded
New to Market	Included	Included	Included	Included	Included
Other Vaccines	Excluded	Excluded	Excluded	Excluded	Excluded
OTCs (Other)	Excluded	Excluded	Excluded	Excluded	Excluded
Paper Claims	Excluded	Excluded	Excluded	Excluded	Excluded
PCSK9	Included	Included	Included	Included	Included
Single Source Generic Drugs - Brand Guarantee	Included	Included	Included		
Single Source Generic Drugs - Generic Guarantee	Excluded	Excluded	Excluded		
U&C Claims - Brand Guarantee	Included	Included	Included	Included	Included
U&C Claims - Generic Guarantee	Included	Included	Included		
VA Pharmacy	Excluded	Excluded	Excluded	Excluded	Excluded

Worker's Comp	Excluded	Excluded	Excluded	Excluded	Excluded
Zero Balance Claims	Included	Included	Included	Included	Included

1. Pharmacy Reimbursement

1.1. Price per prescription will be the passed-through price for prescription drugs dispensed from the network pharmacy plus a passed-through dispensing fee for prescription drug dispensed plus any applicable sales tax or fees. There will be no spread or margin pricing. Participating pharmacy provider contracted rates may vary. The rate paid to the participating pharmacy provider will be equal to the amount billed to OGB. Rates and dispensing fees are subject to change but will always equal the contracted pharmacy rate.

1.2. Payment of Taxes. If any government authority imposes an additional tax related to prescription drug Claims, the Contractor shall calculate and collect from OGB the additional required tax.

2. Pricing and Rebate Guarantees:

2.1. The Contractor reserves the right to renegotiate Pricing in this Attachment III in the event circumstances including, but not limited to, the following occur that impact the underlying economics of the pricing:

(i) OGB changes the Formulary;

(ii) There is a loss of Rebates due to unexpected market events (i.e. drug patent expirations, removal of a drug from the market, introduction of biosimilars, patent litigations); or

(iii) There is any law, regulation, or any change within the marketplace that would lead to a deviation from the current economic environment upon which these guarantees are based and impacts the Contractor's ability to maintain Rebates.

If any of these conditions occur, the Contractor will provide OGB with the financial data regarding the underlying economics and showing the impact. The Contractor and OGB agree to negotiate in good faith. Any changes to the Pricing or Rebates require an amendment to this Emergency Contract.

2.2. The above Pricing and Rebate Guarantees are based on data from four of OGB's five self-funded plans. The Contractor will also provide PBM services for OGB's fifth self-funded plan, the Pelican HSA plan with the Pricing and Rebate Guarantees in Attachment III. In the event the Contractor determines it cannot meet the Pricing and Rebate Guarantees in Attachment III for the Pelican HSA Plan Participants, the Contractor will provide OGB with the financial data regarding the underlying economics. The Parties agree to negotiate in good faith to implement separate Pricing and Rebate Guarantees for the Pelican HSA Plan Participants.

3. General Pricing Terms:

3.1. All Financial Guarantees will be reported on a quarterly basis. All Financial Guarantees will be reconciled annually and any shortfalls owed to OGB shall be paid within 120 days after the Measurement Period.

3.2. All Rebates will be paid within 100 days from the close of the quarter.

3.3. Guarantee reconciliations, and any amounts due, will be reported and paid proactively by the Contractor and will not need to be requested by OGB.

3.4. Any Eligible Member Cost Share or ancillary fees will not be included in any discount calculation (billing, guarantee or otherwise).

3.5. No other monies (audit/clinical/therapeutic interchange, DUR savings) will be included in any calculations. Calculations include adjudication, billing, guarantee reconciliation, etc.

3.6. Any postage increases, shipping & handling increases, will not result in increases to ANY fees or any other pricing component and will NOT be billed back to OGB.
3.7. OGB will always pay the lowest of discounted price, MAC, or U&C, unless NADAC pricing is required in which case OGB will always pay the lowest of U&C or NADAC.
3.8. Dispensing Fee will not apply to U&C claims.
3.9. There is no minimum charge at retail for any transaction at any Retail Pharmacies, imposed by the Contractor.
3.10. If the number of Retail Pharmacies in the Contractor's organization's network is reduced by more than 5% prior to the effective date or during the contract term the Contractor will provide OGB an improved financial proposal for the smaller retail network at least 90 days prior to the effective date of the reduction in network size.
3.11. There is no minimum charge at Mail Order for any transaction
3.12. Mail Pricing Guarantees will not be dependent on the days' supply of a claim.
3.13. The Contractor will absorb any unpaid member balances associated with mail service facility.
3.14. OGB will receive the greater of the aggregate Minimum Rebate Guarantee or 100% of any Rebates plus Manufacturer Administrative Fees received by the Contractor
3.15. Rebate guarantees are for actual Rebates received from pharmaceutical manufacturers and do not include other amounts including, but not limited to, therapeutic interchange savings.
3.16. Quarterly Rebate payments will be paid 100 days after the end of each quarter.
3.17. Rebate guarantees are not based on an expectation of certain percentage (%) inflation increases in WAC or AWP, and will not be adjusted at any time during the term as a result of those expectations not coming to fruition. For example, if the Contractor proposes Rebate guarantees based on an underwriting assumption that WAC or AWP will increase 15%, Rebate guarantees will not be adjusted if WAC or AWP increases at a lower rate of 10%.
3.18. All Rebate payments will reported to OGB by, at the least, National Drug Code (NDC) 11.
3.19. Pricing is 100% Pass-Through which means a pricing structure comprised of a full pass through (100%) of PBM's contracted rates, including those with Retail, Mail Order, and Specialty Pharmacies and Pharmaceutical Manufacturers. PBM will pass through any over performance in excess of the State's guaranteed pricing minimums. The amount billed to OGB will be equal to the amount paid by the PBM to the pharmacy. PBM will pass through 100% of Rebates plus Manufacturer Administrative Fees.
3.20. For purposes of the Federal Anti-Kickback Statute, Manufacturer Payments paid to OGB shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A).
3.21. MAC, if applicable, is managed to achieve Pricing Guarantees within each component while maintaining a MAC unit price at Mail Order that is equal to or lower than the MAC unit price at Retail.
3.22. For compound drug Claims, the Contractor applies the NCPDP D.0 standard. For each compound drug Claim, the submitting pharmacy shall provide the following: (a) compound indicator; (b) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) total quantity and total Usual & Customary price; and (d) level of effort value. PBM shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. The level of effort charge will be applied in addition to the appropriate dispensing fee.
3.23. Rebate guarantees will not be conditioned on the average days of supply performance during the Contract term. The Contractor cannot pro-rate Rebate guarantees based on the achieved utilization performance, nor set a floor days of supply performance amount that needs to be achieved to be eligible for the Rebate guarantees.
3.24. In no instance will the cost difference between one product and another product be considered "Rebate(s)."

3.25. "Minimum Rebate Guarantee" shall equal the product of: (a) the number of paid Claims less exclusions processed by the PBM during the applicable period; and (b) the Rebate Guarantee for the Measurement Period.

3.26. Pricing and Rebate Guarantees do not include Rebate credits and already accounts for expected shift in Biosimilars.

3.27. For billing and guarantee purposes, the following method used to calculate of the percentage (%) discount off AWP: if the AWP of a generic product is $10, the discounted cost is $6 and the Eligible Member Cost Share is also $6 (leaving a zero balance due from the plan), the discount % off of AWP for both billing and guarantee purposes would be 40% off of AWP.

3.28. The Contractor will not set a minimum charge at Mail for any transaction. Mail Order pricing will not be dependent on the days' supply of a Claim. For example, you will not price mail claims at the retail rate if below a days' supply threshold. This requirement pertains not only to claim-level mail pricing, but to aggregate mail guarantees as well.

3.29. For Specialty Drugs, the Contractor's adjudication system will reflect the following claim billing formula: Lower of AWP-X% + Dispensing Fee or MAC + Dispensing Fee.

3.30. For Specialty Drugs, the Contractor agrees that new drugs in existing classes will be priced no less favorable than the mode of the existing drugs.

3.31. In the event of a new applicable law resulting in financial impact to the Contractor, the Parties agree to negotiate in good faith. The Contractor will provide OGB with the financial data regarding the underlying economics and showing the impact. Any change to this Emergency Contract requires an amendment to this Emergency Contract.

ATTACHMENT IV: ADMINISTRATIVE FEE

The Administrative Fee shall be [redacted] Per Member Per Month (PMPM). The Member count is determined by the total number of Commercial plan (non-EGWP) Members enrolled in OGB's self-funded plans on the first of each month. The Contractor's sole compensation for services rendered under this Emergency Contract is the Administrative Fee.

The following services are included in the Administrative Fee:

Prior Authorizations and Appeals	Specialty appeals included. All levels of Appeals including but not limited to any custom Prior Authorization criteria, Administrative Overrides, Clinical Overrides, and Tool/Platform for Prior Authorizations
High Cost Generic Program	Copays for certain generic medications are at the Plan Participant's Preferred Brand copay level (High Cost Generic Program listing not provided due to proprietary nature of listing)
If member is enrolled in OGB's Disease Management Program	For non-Pelican HSA Plan Participants, the $1500 Rx out of pocket is waived for drugs covered by the DM Program. Plan Participant pays $0 for generic, $20 for preferred brand, and $40 for non-preferred brand and specialty (Disease Management Program tab in "OGB-MVS Plan Design Features Supplement File.xlsx"). In addition, all covered Diabetic Supplies including Test Strips are for $0 copay (Diabetic Supply List tab in "OGB-MVS Plan Design Features Supplement File.xlsx"). For Pelican HSA Plan Participants, the deductible does not have to be met prior to receiving the discounted copays for drugs covered by the DM Program. Plan Participant pays $15 for brand when a generic is not available, and if the Plan Participant chooses brand when generic is available the Plan Participant pays the difference between brand and generic plus the $15 brand name copayment.
Clinical Edit Package	PA, Step Therapy, QL, Age/Gender edits in place under the formulary
Formulary Exclusions	
510k management	

Standard Concurrent Drug Utilization Review	
Patent Exclusivity Management	Allows coverage of the branded product at the lower tier and the generic product is blocked from adjudication to achieve lowest net cost
Opioid Cumulative Dosing Program	POS edit providing hard- and soft-stops on Opioid claims based on Morphine Equivalent Dose per day
Acetaminophen (APAP) Safety Controls Program	Identifies the dispensing of unsafe daily doses of the ingredient acetaminophen (APAP) of greater than 4gm/day
Polypharmacy DUE	Retrospectively identifies members receiving 10 or more unique, chronic medications from three or more prescribers in the previous three months
High Cost Generics Program	Program that identifies high cost generic drugs with lower cost generic alternatives to target for a higher copay (copays for certain generic medications are at the Plan Participant's Preferred Brand copay level)
Deliverables	All Deliverables in this Emergency Contract and any subsequent amendment to this Emergency Contract
Statement of Work	All Tasks in this Emergency Contract and any subsequent amendment to this Emergency Contract
Drug Utilization Programs	All DURs, concurrent, retrospective, and any other DUR
Savings Programs	All savings programs in this Emergency Contract and any subsequent amendment to this Emergency Contract

ATTACHMENT V: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits
HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the 1st day of January, 2026 (the "Effective Date"), by and between Southern Scripts, LLC d/b/a Liviniti LLC ("Business Associate") and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity"), and adds to the Agreement or Contract dated January 1, 2026, entered into between Covered Entity and Business Associate (the "Agreement").

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities or arranges for such on behalf of Covered Entity involving the use and/or disclosure of protected health information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity ("PHI"); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively "HIPAA").

Business Associate, therefore, agrees to the following terms and conditions set forth in this Addendum.

1. *Definitions*. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.

2. *Compliance with Applicable Law*. The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.

3. *Uses and Disclosures of PHI*. Except as otherwise limited in the Agreement or this Addendum, Business Associate may, and shall ensure that its directors, officers, employees, contractors, subcontractors, vendors, and agents use or disclose PHI only as follows:

(a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

(c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will

perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.

(d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.

(e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.

4. *Required Safeguards to Protect PHI*. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI ("ePHI") on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. *Reporting to Covered Entity*. As soon as reasonably practicable (but not more than 72 hours), Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any Security Event of which it becomes aware that may constitute a breach of unsecured PHI. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification, and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities to the extent Business Associate is responsible for such breach or unauthorized use or disclosure. Business Associate shall conduct a breach risk assessment to ascertain the probability that PHI has been compromised within 20 calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Business Associate shall provide the breach risk assessment to Covered Entity within 20 calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Security Event is defined in the OTS Information Security Policy as an observable event, or collection of events, that may indicate a potential incident and shall be reviewed or investigated and may or may not be required for promotion to an Incident. Information Security - Louisiana Division of Administration (la.gov).

6. *Notifications and Reporting to HHS.* Following a breach of unsecured PHI, Business Associate shall send the required notifications to plan participants, news media outlets, and the Secretary as required by HIPAA. Business Associate shall consult with Covered Entity prior to publishing a notification in a prominent media outlet and provide Covered Entity with a copy of the final publication one business day before date of publication. Business Associate shall provide Covered Entity with copies of notifications sent to plan participants five business days before sending the notification(s). Business Associate shall provide Covered Entity with copies of notifications submitted to the Secretary within three business days of submission.

7. *Mitigation of Harmful Effects*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

8. *Agreements with Third Parties*. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI.

Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

9. *Access to Information*. Within 10 days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five days forward such request to Covered Entity.

10. *Availability of PHI for Amendment*. Within 10 days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.

11. *Documentation of Disclosures*. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

12. *Accounting of Disclosures*. Within 10 days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity information collected in accordance with Section 10 of this Addendum, to permit Covered Entity to respond to the request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within five days forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

13. *Other Obligations*. To the extent that Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligation. Such obligations include but are not limited to Covered Entity's obligations to provide breach notifications.

14. *Availability of Books and Records*. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of determining Covered Entity's compliance with HIPAA for the term of this Agreement and for six years following the final payment under the Agreement.

15. *Effect of Termination of Agreement*. Upon the termination of the Agreement or this Addendum for any reason, if feasible Business Associate shall return to Covered Entity, at its expense and within 60 days of the termination, all PHI owned by or belonging to Covered Entity as provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered

Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement.

16. *Breach of Contract by Business Associate*. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

17. *Indemnification*. Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 17 of the Addendum shall survive the termination of the Agreement or this Addendum.

18. *Exclusion from Limitation of Liability*. Except for actual electronic breaches of personal data, to the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. Actual electronic breaches of personal data are limited to $25,000,000 per occurrence. This Section 18 of the Addendum shall survive the termination of the Agreement and this Addendum.

19. *Injunctive Relief*. Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

20. *Third Party Rights*. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

21. *Owner of PHI*. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

22. *Changes in the Law*. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

23. *Judicial and Administrative Proceedings*. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five business days by providing a copy of such and any applicable comments prior to the Business Associate responding to the request. Covered Entity shall have the right to control Business Associate's response to such request.

24. *Conflicts*. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum effective the day and year first above written.

SOUTHERN SCRIPTS, LLC DBA LIVINITI, LLC SIGNATURE:	OFFICE OF GROUP BENEFITS SIGNATURE:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT VI: RECORDS RETENTION SCHEDULE

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued.*
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. *
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. *
4	Group Benefits Policy & Planning Board Reports	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. *
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted. *

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent (Life of State) LOA – Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Finance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which created*
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received*
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received*
4	Official Premium Rate Schedules	LOA + 10 CY	0	LOA + 10 CY	P	R	N	V	
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*

Permitted Retention Period Abbreviations
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PERM – Permanent (Life of State) LOA—Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Communications

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Annual Enrollment Member Guides	LOA + 10 CY	0	LOA+10 CY	P	R	N	V	
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
3	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
4	Agency/Member Memos on OGB Policies/Procedures Changes	LOA + 10 CY	0	LOA+ 10 CY	P	R	N	V	
5	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created*
6	Publications	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
7	Designation Forms (OGB Coordinator, OGB Additional Agency Contacts) (GB-74, GB-76)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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Security Status Codes
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C – Confidential Information

Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Letrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency*
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends*
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received*
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
7	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*
8	**Records Management Files:** Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	LOA + 10 CY	0	LOA + 10 CY	M	P	N	V	

Permitted Retention Period Abbreviations
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Security Status Codes
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C – Confidential Information

Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Agency Approval — 6/9/25 Date Signed

Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

as amended

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Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated*
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends*

Permitted Retention Period Abbreviations
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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

Agency Approval

6/9/25
Date Signed

Secretary of State, State Archives & Records Services

JUN 11 2025
Date Approved

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Agency Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Participation Schedules	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
2	OGB Member Collections Notices & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	OGB Member Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Designation Forms (Agency Master User, Eligibility/eEnrollment Contact) (GB-75, GB-78)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Heath Wilkes — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Correspondence	LOA + 10 CY	0	LOA + 10 CY	C	A	N	V	
2	**Daily Work Papers**: includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created *
3	OGB Visitor Logs/Sign-In Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*

Permitted Retention Period Abbreviations
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Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

Heath Wilkins — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received *
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	TPA Health and Pharmacy Claims (including supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

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as amended

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	LOA + 10 CY	0	LOA+ 10 CY	C	R	N	V	

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Archival Processing Codes
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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
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N - No

Vital Record Identification Code
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I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Flexible Spending Arrangement Enrollment/Stop Form (GB-2)	LOA + 10 CY	0	LOA+ 10 CY	M	R	N	V	

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Archival Processing Codes
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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits
TPA = Third Party Administrator

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Invoicing

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Reconciled Invoices with Payment Record	PERM	0	PERM	M	R	N	V	*

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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
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Agency Abbreviations

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Compliance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	**Section 111 Reporting Documents and Reports:** mandated by the Centers for Medicare and Medicaid Services (CMS). Includes research, communication with CMS, internal communication, reports, working files	PERM	0	PERM	M	R	N	V	
2	Administrative Procedures Act Documents and Reports	PERM	0	PERM	P	R	N	V	
3	Mandated Legislative Reports and Regulations	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = Until end of CY report is submitted (*Regulations that become OGB policy and procedure may become permanent records*)
4	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received.*

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N - No

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Agency Abbreviations
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Filing Deadline Mail Records	ACT + 3 CY	0	ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. *
2	Live and Event Claims Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	Field and Audit Reports	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. *
4	Health Claims (including Supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Explanation of Benefits (EOBs)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Medical Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
7	Pre-determinations	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	Case Management	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
9	Medical Necessities	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
10	Paid in Vouchers	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
11	Flexible Benefit Master File	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
12	Hospital Audits, Statistical Reports and Work Papers	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued.*
13	Fraud and Abuse Case Files and Logs	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
14	Health Claim Audits and Work Papers: (including over $500 plan Member check Audits)	ACT + 5 CY	0	ACT + 5 CY	C	S	N	I	ACT = until the end of the CY in Audit is completed.*
15	Special Reports (Outlier, Check Cycle)	ACT + 10 CY	0	ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which report is run.*
16	Reviews (Medical and Chiropractic)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
17	Preferred Provider Option/Exclusive Provider Option Contracts	LOA + 5 CY	0	LOA + 5 CY	M	R	N	V	
18	Logic Approvals	ACT + 3 CY	7 CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires.*

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Agency Approval

6/9/25
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Secretary of State, State Archives & Records Services

JUN 11 2025
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003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
19	Adjusted Batch Listings	ACT + 7 CY	0	ACT + 7 CY	M	S	N	I	ACT = until the end of the CY in which plan expires. *
20	**Fully Insured Basic and Supplemental Life Insurance:** all claims documents received, requested and sent (Employer Statements, Beneficiary Statements, Explanation of Benefits, Beneficiary Information, Enrollment Information), Notes, Calls and Payments	ACT + 70 CY	0	ACT + 70 CY	M	S	N	V	ACT = until end of CY in which employee separates from the agency

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Agency Abbreviations
OGB = Office of Group Benefits

Heath Willis
Agency Approval

4/9/25
Date Signed

Letrice Davis
Secretary of State, State Archives & Records Services

JUN 11 2025
Date Approved

ATTACHMENT VII: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within 30 days of the Contract's effective date, the Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward it to OGB.Records@la.gov[1], or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series[2] maintained/managed by the Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by the Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's backup procedures, including the location of back-up (on or off-site) and number of existing images; and
7. Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that the Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within 90 days of the change. To ensure compliance with this rule, the Contractor shall notify the Records Officer of these changes within 60 days so that he or she may forward the appropriate information to the Secretary of State.

[1] If OGB makes a different designation, OGB will notify the Contractor of the change and provide updated contact information.

[2] A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in the Contractor's imaging survey should correspond to the records series listed on the OGB official Attachment VI: Record Retention Schedule.

ATTACHMENT VIII: INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**
   The Contractor warrants and represents that it has no company-owned vehicles. Automobile Liability insurance with limits of $1,000,000 hired and non-owned autos only. If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

4. **Professional Liability (Errors and Omissions)**
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $3,000,000.00. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Cyber Liability**
   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $25,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under this Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

   a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
   b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
   c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
   d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. The Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

   State of Louisiana
   Office of State Procurement
   1201 N 3rd St, Claiborne Building, Suite 2-160
   Baton Rouge, LA 70802

3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified

copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

September 3, 2025

TO: Theresa Delafosse
Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment #2 to contract – Elements Materials Technology Lafayette, LLC
LaGov PO/Contract#: 4400022158

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the 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.

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LaGov No. 4400022158
Amendment No. 2

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

AND

Element Materials Technology Lafayette, LLC
2417 West Pinhook Road
Lafayette, LA 70508
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from September 30, 2025 to September 30, 2026 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this Contract shall be from **October 1, 2021** through **September 30, 2025**. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to 12 additional months at the same rates, terms and conditions of the initial Contract term, with the approval of the Joint Legislative Committee on the Budget (JLCB). Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP). The total Contract term, with extensions, shall not exceed five years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Contract.

Changed To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **October 1, 2021** through **September 30, 2026** as the Department exercised an option to extend for up to 12 additional months at the same rates, terms and conditions of the initial contract term, with the approval of the Joint Legislative Committee on the Budget. The total contract term, with extensions, shall not exceed five years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the Parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $881,234.00, an increase of $230,000.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

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Changed From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$651,234.00**. Work performed by the Contractor during the term of this Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

Changed To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$881,234.00**. Work performed by the Contractor during the term of this Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

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

Change To:

6. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

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

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

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

Further, by mutual consent of both parties to this Contract, Article 34 entitled PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITIONS INDUSTRIES is added in its entirety as follows:

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

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

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

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

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LaGov No. 4400022158
Amendment No. 2

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration. This Amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This Amendment entered into this 9th day of September, 2025, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse 9/9/2025
29A252608408416...
Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

Signed by:
Jean-Pierre Rouanet 9/9/2025
FC89E39CC0C3482...
Jean-Pierre Rouanet
Director, Environmental
Element Materials Technology Lafayette, LLC

JEFF LANDRY
GOVERNOR

AURELIA S. GIACOMETTO
SECRETARY

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

October 1, 2024

VIA EMAIL ONLY
Mr. Carlyle Bourgeois
Element Materials Technology Lafayette, LLC
2417 West Pinhook Rd.
Lafayette, LA 70508

RE: LaGov No. 4400022158, Amendment No. 1
"Analytical and Consulting Services"

Dear Mr. Bourgeois:

Enclosed for your records is a fully executed copy of the amendment, pertaining to the above referenced project, which has been approved by the Joint Legislative Committee on the Budget and the Division of Administration, Office of State Procurement. This is your notice to proceed with performing the services under this contract.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at robyn.geddes@la.gov or (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

Enclosure

cc: Sandy Coon, DEQ/OEC/Surveillance Division (via email only)
Helen Hebert, DEQ/OMF/Financial Services Division (via email only)

Docusign Envelope ID: C683FE25-CD6B-4C52-9080-2FD2521A8E49

LaGov No. 4400022158
Amendment No. 1

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

AND

Element Materials Technology Lafayette, LLC
2417 West Pinhook Road
Lafayette, LA 70508
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this Contract from September 30, 2024 to September 30, 2025 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

> The term for the fulfillment of services to be performed pursuant to this Contract shall be from **October 1, 2021** through **September 30, 2025.** With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to 12 additional months at the same rates, terms and conditions of the initial Contract term, with the approval of the Joint Legislative Committee on the Budget (JLCB). Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP). The total Contract term, with extensions, shall not exceed five years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this Contract at $651,234.00, an increase of $45,500.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

> The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this Contract shall not exceed a total sum of **$651,234.00**. Work performed by the Contractor during the term of this Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this Contract.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration. This Amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of this Contract shall remain the same.

Approved by the Joint Legislative
Committee on the Budget

DATE: 8/9/24 rg

Docusign Envelope ID: C683FE25-CD6B-4C52-9080-2FD2521A8E49

LaGov No. 4400022158
Amendment No. 1

This Amendment entered into this 26th day of July, 2024, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

DocuSigned by:
Christian T. Griffiths 7/26/2024
613E89BD6GF4466...
Christian T. Griffiths
Undersecretary
Office of Management and Finance

CONTRACTOR:

DocuSigned by:
Brett LaFrance 7/25/2024
EC87F470D5E1410...
Brett LaFrance
Vice President of Sales, Life Sciences
Element Materials Technology Lafayette, LLC

Approved by the Joint Legislative Committee on the Budget

DATE: 8/9/24 ag

Office of State Procurement
Contract Certification of Approval

This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 4400022158

Amendment Number: 1

Vendor: ELEMENT MATERIALS TECHNOLOGY LAFAYETTE LLC

Description: Analytical and Consulting Services

Approved By: ALLISON UNDERWOOD

Approval Date: 09/18/2024 10:48:49

JOHN BEL EDWARDS
GOVERNOR

CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

October 4, 2021

Mr. Carlyle Bourgeois
Element Materials Technology Lafayette, LLC
2417 West Pinhook Rd.
Lafayette, LA 70508

RE: LaGov No. 4400022158
"Analytical and Consulting Services"

Dear Mr. Bourgeois:

Enclosed for your records is a fully executed copy of the contract pertaining to the above referenced project which has been approved by the Division of Administration, Office of State Procurement. The Department's Project Manager, Sandy Coon, has been in contact with you about the Commencement Conference/Conference Call. This is your notice to proceed with performing the services under this contract.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Attachment 3, Requirements of the Grant, Section 9. Reporting Requirements requires the following forms to be submitted to the Department within the timeframe specified below. Failure to submit these forms will result in payment being withheld.

- **Form B - Transparency Act Reporting Information Form** must be submitted upon receipt of a fully executed contract. Please submit this form soon as possible.
- **Form C - Certification Regarding Lobbying** must be submitted upon receipt of a fully executed contract. Please submit this form soon as possible. This form must be also be completed by subcontractors, if hired, and submitted to the Department upon execution of the Contractor's subcontract. If applicable, **Form D – Disclosure of Lobbying Activities**, **must** accompany Form C. This form is **only required if** the Contractor, or any

subcontractor, has paid or will pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with this federally funded Contract.

Should you have any questions, please do not hesitate to contact me at (225) 219-3812.

Sincerely,

Robyn Geddes
Administrative Program Director 2

RG/rg

Enclosure

c:
Annie.Reedy, Element Materials Technology
Tristin Davis, Element Materials Technology
Cristina Thibeaux, Element Materials Technology
Sandy Coon, DEQ/OEC/Surveillance
Helen Hebert, DEQ/OMF/Financial Services Division

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CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 13th day of September, 2021, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Element Materials Technology Lafayette, LLC, 2417 West Pinhook Road, Lafayette, LA 70508, Tax ID No. 56-2592440, State LDR Account No. 4674560001 hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Analytical and Consulting Services"** with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from October 1, 2021 through September 30, 2024. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work, attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of State Procurement and participation in a Commencement Conference to be scheduled by the Department at its offices.

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5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$605,734.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B, C and D. Payment shall be made upon attendance at the Commencement Conference, completion and approval of each analytical episode and approval of the results as determined by the Project Manager and upon hours worked as consultant or expert witness as directed by the Project Manager

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs and all indirect costs, etc. as directed in each Schedule of Prices.

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Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.
https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard),, Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 8.0 Measurement and Payment in the steps listed below.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Surveillance Division.

b. Invoicing Procedure:

(1) The Contractor shall submit an invoice upon participation in a Commencement Conference, upon completion each analytical episode and submittal of the results and upon hours worked as a consultant or expert witness, regardless of the amount. There is no minimum amount to submit an invoice to the Department. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

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or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

(a) the LaGov number;

(b) the name and address of the Contractor;

(c) a list of analyses performed and the price for each analysis;

(d) the Department's sample number;

(e) the sampling or date of sample receipt by the laboratory;

(f) documentation explaining any discrepancies between the tests listed on the associated chain-of-custody form and the tests billed on the invoices (as applicable); and

(g) the total amount requested.

Invoices requesting payment for consultation or expert testimony must include:

(h) the number of consultation or expert testimony hours provided (including hours of travel) (i.e. timesheets); and

(i) supporting documentation for travel expenses incurred for the provision of expert testimony or consultation (as applicable) (i.e. mileage reports and receipts).

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work, as products of the services rendered under this contract. The

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Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

Prior to payment by the Department, the Contractor shall promptly, without additional cost to the Department, correct any deficient work. Deficient work includes, but is not limited to:

a. failure to comply with method-specified analytical procedures and/or quality control;

b. failure to observe sample shelf-lives (missed holding times);

c. loss of the samples (including mishandling or improper storage);

d. contamination of samples at the laboratory; and

e. inadequate documentation.

The Contractor shall reanalyze all affected samples or regenerate the affected data. The Contractor will be responsible for any costs associated with re-sampling including but not limited to, re-sampling costs, administrative costs related to re-sampling, and re-sampling analysis costs of any samples when data cannot be corrected due to technical deficiencies and such data are deemed unusable by the Department. If data from the initial sample cannot be corrected, the data is unusable, and a resample cannot be made, the Contractor shall be responsible for the cost of the initial sample collection, including but not limited to, initial costs, administrative costs, sampling costs, and analysis costs. When multiple analyses are requested for a single location/site, a missed holding time on one parameter may prevent proper assessment of the entire site, in which case resampling where possible, at the Contractor’s expense may be necessary.

The Contractor shall notify the Department in writing within thirty (30) days of any indictment or conviction of laboratory practices that invalidates or otherwise renders laboratory analyses inadmissible or indefensible as support for the Department activities.

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Conviction for such practices shall be cause for termination of this contract, and the Contractor shall reimburse all the Department funds associated with all inadmissible results (analyses, administration, and sample collection).

10. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

12. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the

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contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. REMEDIES FOR DEFAULT

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

16. ANTIDISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Section 13 of the Federal Water Pollution Control Act Amendments of 1972,Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

17. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grants are being used by the Department to partially fund this contract.

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The Contractor shall comply with the requirements of these grants. See Attachment 3, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

18. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

19. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that the prospective Contractor’s tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

20. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

21. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

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22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

24. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.).

25. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

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Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

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

(4) **Professional Liability**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

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(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

(a) All policies should be endorsed to require thirty (30) days written notice of cancellation to the Department. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.

(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

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

d. **Acceptability of Insurers**

(1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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(2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

e. **Verification of Coverage**

(1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

(2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. 4400022158

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

(4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

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

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents

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and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

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

(2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

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27. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to http://smallbiz.louisianaeconomicdevelopment.com and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

28. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

29. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915[1]. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the standard currently promulgated by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the standard currently promulgated by The NELAC Institute (TNI Standard). All analytical data must be submitted in a format approved by the Department Project Manager and meet

[1] See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

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the requirements of LAC 33:I.5313 and the standard currently promulgated by The NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

30. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII.Chapters 11 and 13 and LAC 19:IX.Chapter 11 and 13, this contract may be terminated if the Department becomes aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to three (3) years.

31. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

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

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32. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

33. AMENDMENTS

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

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THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

DocuSigned by:
Karyn Andrews
8CF29405AA1D4B6...

9/13/2021

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

CONTRACTOR:

DocuSigned by:
Randy Neumann
2E5A1ED3B409468...

9/13/2021

Randy Neumann
Element Materials Technology Lafayette, LLC

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ATTACHMENT 1
STATEMENT OF WORK

"Analytical and Consulting Services"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department" is responsible for the monitoring and assessment of ambient environmental conditions and the investigation, assessment and remediation of sites of known or suspected contamination throughout the State. To support these activities, the Department must contract with analytical laboratories to ensure continuous analysis.

Any laboratory providing analytical services to the Department shall be accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) in accordance with LAC 33:I.Chapters 45-59.

The Contractor and/or subcontractor shall maintain LELAP accreditation for all of the offered analyses listed in Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2 and 3 for the duration of the contract term. Contractors must comply with LAC 33:I.5307.D: "Whenever samples are subcontracted to another environmental testing laboratory, the original laboratory shall maintain a verifiable copy of results with a chain of custody. This procedure may not be used to circumvent proper accreditation or any state requirements. The original laboratory is responsible for ensuring that the secondary laboratory used is properly accredited for the scope of testing performed."

The Contractor shall perform all proposed analyses in-house or shall use subcontractor arrangements. The laboratories and/or their subcontractor's LELAP accreditation shall cover all Department required methodologies for each test category per field of testing. If required reporting limits or quality assurance requirements cannot be met by primary Contractor, subcontractor arrangements shall be utilized.

The Contractor, either as prime contractor or via subcontractor combined, shall have the capability to perform 85% of the method/analytes listed in Attachment 2, Schedule of Prices A and B combined and Exhibits 1 and 2 (i.e., 526 out of 619 method/analytes), and at least 25% of the tests listed in Attachment 2, Schedule of Prices C and Exhibit 3 (i.e., 19 out of 76 tests).

1.1 Goals and Objectives

The goal of this contract shall be to support the Department's mission for the assessment and monitoring of environmental conditions, as well as the investigation of sites of known, suspected, or potential contamination throughout the State. The objective of this contract shall be to obtain quality, legally defensible analytical data to support the Department's monitoring, assessment, investigation, and remediation activities. This contract shall be used by the Department to meet

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their analytical requirements for testing listed in Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2, and 3.

2.0 CONTRACTOR TASKS

The Contractor shall serve as an analytical resource for the analyses listed in Attachment 2, Schedule of Prices A, B, and C, and Exhibits 1, 2, and 3 as needed by the Department. The Department does not guarantee a minimum amount of work to be performed by the Contractor. The Department will determine and manage the scope, quantity, amount, duration, and timing of analytical testing for the Contractor. Work from each of the Department's regional offices will be determined by the Department. Regional work will be divided among the winning contractor(s) as the Department sees fit. This will be based on sample capacity and lab location/best logistics and service to the particular office.

The Contractor shall provide all personnel, equipment, materials, reagents, and facilities necessary to conduct the required analyses on all samples received by the contracted laboratory. All instruments must be in good working condition and calibrated prior to use.

The Contracted Laboratory and subcontractors shall meet the Laboratory Facilities and Equipment and Supplies requirements in LAC 33:I, Chapters 45-59.

2.1 Commencement Conference or Conference Call

A Commencement Conference shall be held between the Contractor's key personnel (and subcontractor personnel as determined to be necessary by the Contractor) and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5th Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department shall reserve the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference or Conference Call has been completed or waived.

2.2 Analytical Methods and Procedures

The Contractor shall provide analysis consistent with the methodology provided in Attachment 2, Schedule of Prices A, B, and C and the documents referenced in Section 9.0, Resources of this Statement of Work.

The Standard Operating Procedures (SOPs) of the Contractor and any subcontractors shall meet all SOP requirements of LAC 33: I. Chapters 45-59, Laboratory Accreditation. SOP's shall be made available to the Department for review upon request. SOP's could become public records unless they are classified as confidential business information following the Department's policy of declaration of confidential business information.

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Multiple methods may be listed for the same analytes, but shall not be used interchangeably without the prior written approval of the Department Project Manager. Methods shown in the Schedule of Prices documents shall not be substituted with other accredited methods without prior written approval by the Department Project Manager. The Contractor must be accredited for any approved alternative method and modified SOP also.

Updates to analytical methods must be followed when approved by the Department. All laboratory procedures shall be performed in accordance with the appropriate analytical method. Any deviations, variances or modifications must be equivalent or superior to the requirements of the analytical method and approved by the Department as required in LAC 33:I.5105.B. Comprehensive documentation of these deviations, variances or modifications must be included in the narrative of the final report.

The Contractor is not required to be an EPA Contract Laboratory Program (CLP) laboratory. However, as requested, the Contractor or its subcontractor must be able to provide a fully supported data package complete with CLP equivalent summary forms and all supporting documentation for any analysis that it performs for the Department. See also Section 5.3 Data Packages below.

The analyte tables, Exhibits 1, 2, and 3 and Table 1 of the RECAP documents (see Section 9.2 LDEQ RECAP Documents for link to the current table) show a typical list of analytes that may be requested, i.e., the expected target analytes for each method that the Contractor shall perform. Throughout the contract term, the Contractor shall comply with the most current version of the RECAP document. However, the analyte list may vary for each sample location, and may potentially change on a project-by-project basis. Additional analytes may also be required as needed.

Regulation holding times for samples as specified in 40 CFR Part 136 Table 1I, SW-846 or as specified in the analytical method must be met.

2.3 Special Conditions

Where Fecal Coliform, Enterococci, and/or Total Coliform analyses are requested, the Laboratory must employ a method that can provide numerical results from 10 to >10,000 colonies per 100 ml. Estimated values above or below this range shall be acceptable. Analytical results of TNTC or confluent will not be acceptable. Samples must be adequately diluted to achieve the required analytical results. The laboratory shall perform no less than three (3) dilutions per sample for membrane filtration methods and no less than two (2) dilutions per sample for Quanti-tray® methods. For microbiological tests, the Department requires reporting of and/or evidence by means of inclusion in the Quality Control (QC) portion of each report or copies of logbook pages of media positive and media negative controls with each analytical report, in addition to analytical batch method blank and Lab Control Standard (LCS) analysis.

Where Ammonia Nitrogen analysis is requested, the sample must be distilled prior to concentration determination.

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Where Total Hardness analysis is requested, the titrimetric method or comparable technology is required. Calculated hardness and nitric acid preservative for this parameter are unacceptable.

Ambient water quality (AWQ) sampling comprises a large portion of this contract's use. Each AWQ site requires the following parameters:

- 1 unpreserved bottle containing-
  - Alkalinity
  - Chloride
  - Sulfate
  - Turbidity
  - TDS
  - TSS
  - True Color (only on select sites)

- 1 Sulfuric acid preserved bottle containing-
  - Total Hardness
  - Ammonia Nitrogen
  - TKN
  - TP
  - Nitrate-Nitrite Nitrogen

- Fecal Coliforms*

Additional parameters are required for the Ambient Water Quality project on a quarterly or seasonal basis – VOCs and Enterococci*.

*Fecal Coliforms and Enterococci may be analyzed under other Department contracts due to hold time.

2.4 Sample Quantitation Limits

The reporting limits specified in Exhibits 1, 2, and 3 and Table 1 of the RECAP documents (see Section 9.2 LDEQ RECAP Documents for link to the current table) shall be Department required. The Contractor shall have the capability to achieve the sample quantitation/reporting limits using the analytical methods specified in Attachment 2, Schedule of Prices A, B, and C. If reporting limits are not specified in Exhibits 1, 2, and 3 or in Table 1 of the current RECAP document, the laboratory shall use their lowest achievable reporting limit.

Higher reporting limits attributable to interferences and high dilution factors due to sample matrices must be reported to the Department Project Manager and documented and explained in the laboratory narrative. If reporting limits must be modified due to matrix problems, the report shall reflect the modification. Routine disregard for required reporting limits shall be cause for corrective action taken by the Department at the Department's discretion, to the extent of contract termination.

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The Contractor shall have documentation of instrument detection limits (established annually) to support its ability to achieve the method-specified sample quantitation limits. Method Detection Limit (MDL) studies shall be done as required by the method or as required by LELAP in LAC 33:I.5301.H.1.d. The 2009 TNI standard requires an MDL/Limit of Detection (LOD) determination when there is a "change in the test method that affects how the test is performed, or when a change of instrumentation occurs that affects the sensitivity of the analysis" (2009 TNI standard V1M4 1.5.2.1.e). MDL/LOD summaries shall be submitted upon request by the Department.

2.5 Sampling Supplies

Sample containers and any necessary chemical preservatives will be provided by the Contractor. Related sampling supplies including but not limited to ice chests, deionized water, bubble bags, etc. will also be provided by the Contractor. The cost of sample containers, chemical preservatives, and related supplies, including shipment costs to any/all Department office(s), shall be included in the analytical prices and shall not be billed separately. Contractor must deliver/ship containers, preservatives, and supplies to all of the Department's regional offices within five (5) calendar days of notice.

2.6 Sample Pickup and Transport

The Contractor must provide personnel and means of transport to pick up samples at Department Headquarters, all of the Department Regional Offices, or other designated locations, as directed.

Physical addresses of all known locations are provided below.

Acadiana Regional Office
111 New Center Drive
Lafayette, La. 70508

Bayou Lafourche Regional Office
125 Barataria St.
Lockport, LA 70374

Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO))
602 N. Fifth St.
Baton Rouge, LA 70802

Kisatchie Central Regional Office
2800 S. MacArthur Drive, Suite A
Alexandria, LA 71301

Northeast Regional Office
508 Downing Pines Road
West Monroe, LA 71292

Northwest Regional Office
1525 Fairfield, Room 520
Shreveport, LA 71101-4388

Southeast Regional Office
201 Evans Road, Bldg 4, Suite 420
New Orleans, LA 70123-5230

Southwest Regional Office
1301 Gadwall Street
Lake Charles, LA 70615

LDEQ Warehouse
1824 Commercial Drive
Port Allen, LA 70767

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A local courier service shall be required for pickup and delivery, whether by direct employment or a subcontracted service provider. Common carrier (e.g. UPS, FedEx, etc.) is an acceptable arrangement for routine performance of this contract but may become disallowed if consistent problems arise. Shipping delays which cause missed hold times shall be remedied by the Contractor at his expense, in accordance with contract Article No. 9 Correction of Deficient Work. The Department reserves the right to require alternative courier services if project timelines are consistently not met. If the Contractor is notified before 2:00 p.m., sample pickup shall occur on the same day. If the Contractor is notified at 2:00 p.m. or later, sample pickup shall occur no later than 10:00 a.m. the following business day. If requested by the Department under unusual circumstances, i.e., hurricane response activities or major incidents, the Contractor shall pick up samples on weekends and holidays. Contractor shall provide emergency contact information in such incidents.

The Contractor shall furnish shipping containers (e.g. ice chests) for the purpose of transporting collected samples between the Department and the laboratory. The cost of shipping containers and all expenses related to sample/container transport shall be included in the Contractor's analytical prices and shall not be billed separately.

The Contractor shall secure the field samples under strict chain-of-custody procedures. Contractor shall follow the packing recommendations stipulated in Section 6 of USEPA'S A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001, OSWER Directive 9355.0-14, 1987, and Louisiana and other applicable states' Department of Transportation (DOT) rules governing the transportation of hazardous materials.

The Contractor shall be responsible for any damages to samples once custody has been accepted, including transport to subcontractors.

2.7 Chain of Custody/Sample Receipt

The Contractors shall use the Department provided chain of custody form(s). The chain of custody (COC) forms shall be included with each sampling episode. Samples will be uniquely identified as noted on the COC form.

The Contractor must document any appropriate comments or observations related to sample quality as received (e.g., if the custody seals were intact, sample temperature, and condition of samples on receipt, etc.). Any and all anomalies (i.e., temperature excursions, broken containers, etc.) must be reported to the Department Project Manager within one (1) working day of sample receipt, or as soon as the anomaly is detected. Conditions of sample receipt or other sample handling issues must be included in the narrative of the analytical report.

Any anomalies or incidents associated with the Department samples that occur after initial sample receipt must be reported to the Department Project Manager or designee within forty-eight (48) hours of occurrence.

If a holding time violation is anticipated or has occurred, the Department Project Manager must be notified immediately for approval to proceed or discard the analysis/entire sample.

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In the event that contamination is found during laboratory analysis of any trip blank, field blank, equipment blank, or any other field QC sample, the Department Project Manager shall be notified of which sites and dates are affected. Notification shall occur as soon as all blank analyses have been completed for a sample delivery group.

For all samples received by the Contractor, a sample receipt confirmation must be submitted, including a copy of the chain of custody.

Internal chain of custody records must be maintained for all containers of all samples submitted under this contract. Laboratory custody shall begin with sample receipt. Each exchange of custody within the laboratory must be documented with date, time, name of employee, and reason for transfer. Copies of the internal chains of custody shall be included in the data package when fully supporting documentation is requested.

In addition to internal chain of custody records, the Contractor must maintain a laboratory signature log for all of its employees that come in contact with samples. The signature log must include the typed name of every employee with their signature. A copy of the laboratory signature log must be maintained at the laboratory and made available to the Department upon request. In instances of samples related to criminal investigation cases, additional personal information (i.e., date of birth, contact information, driver's license number, etc.) may be requested of Contractor employees pursuant to court proceedings. This will be considered routine performance of this Statement of Work and will only fall under Expert Testimony if actual testimony is required. See Section 2.14 for more information.

2.8 Quality Assurance/Quality Control (QA/QC) Requirements

The Contractor and any subcontractor shall maintain a QA/QC Plan that meets or exceeds all LELAP requirements. The QA/QC plan at a minimum shall meet the requirements of LAC 33:I.5301, including but not limited to having protocols in place to evaluate test performance such as accuracy and precision and annual review of the quality system. The objective of the Contractor's QA/QC plan shall be to ensure that the resulting data are acceptable. All data, including QA/QC, generated under this contract shall be subject to inspection and review at any time by the Department and/or its authorized representatives.

The narrative of the analytical report must identify any problems encountered with analytical batch or method QA/QC.

Ninety percent (90%) of all data must have acceptable QA/QC. Acceptable QA/QC shall be defined here as results/recoveries for any quality control sample associated with samples collected under this contract within method specified control limits, including but not limited to method blanks, blank spike and spike duplicates, method spikes and spike duplicates, surrogates, and initial calibration verification. Corrective action shall be taken by the Department at its discretion, to the extent of contract termination, if this requirement is not met.

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2.9 Internal Laboratory Verification

The Contractor must have Standard Operating Procedures (SOPs) that detail the appropriate level of laboratory review. Each analytical data package must be complete, legible, and logically organized. The analytical data package shall represent the best efforts of the laboratory and must have been subjected to adequate and sufficient quality review prior to submission. This provision shall include all data generated by subcontractors.

2.10 Library Searches

For organic volatile and semivolatile samples, the Contractor shall execute a library search for non-target sample components for the purpose of tentative identification. For this purpose, the NIST (05/92 release or later) or equivalent mass spectral library shall be used. The guidelines for making tentative identifications shall be those described in Sections 11.2.4, Page D-32/VOA and 11.1.2.5, Page D-43/SVOA of the CLP Statement of Work SOM 01.1.

Library searches shall be done on all organic volatile and semivolatile sample analyses. The Department shall require the ten (10) highest concentration Tentatively Identified Compounds (TIC's) to be reported. The TIC and estimated concentration must be included in the reports. Alkanes shall not be counted as part of the ten (10) non-target compounds. When alkanes are tentatively identified, the estimated concentration(s), retention time(s), and class (i.e., straight-chain, branched, or cyclic) will be reported as a series in the laboratory narrative.

2.11 Sample Storage and Disposal

After all analyses are completed, the raw field samples and associated extracts shall be retained in the event that any parameter must be reanalyzed. They shall be placed in appropriate storage until either fourteen (14) calendar days after report is issued or sample holding time expiration, whichever is sooner, unless (a) otherwise notified in writing by the Department that the samples must be retained longer or (b) the samples were submitted for criminal investigations as described in the paragraph below. Samples shall be stored in a designated, secure, climate controlled location and its access limited to authorized personnel only. At the end of the storage period, the Contractor shall dispose of all sample material in accordance with applicable state and federal laws, regulations, ordinances, and codes. The cost of storage and proper disposal of all remaining sample material shall be included in the Contractor's analytical prices, and shall not be billed separately.

Samples submitted to the laboratory for criminal investigations, as identified on individual chain-of-custody forms, shall be stored at the laboratory in a separate, secured location. Such samples shall be stored until picked up by the Department or its designee or until the laboratory is directed in writing by the Department to dispose of the samples. Criminal investigation samples must be stored for at least four (4) months. At the end of the four (4) months, the laboratory must contact the Department in writing to request disposition of the criminal investigation samples.

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2.12 Turnaround Time (TAT)

The Contractor shall report all analytical results to the Department as soon as the data are available, but no later than thirty (30) calendar days from sample receipt. Turnaround time (TAT) shall commence with the laboratory's acceptance of the samples as noted by the time and date of the signature on the chain of custody form.

The Department may find it necessary to obtain analytical results in less than the turnaround time stated above. In these instances, the Department will notify the laboratory in writing prior to sample receipt or as soon as possible. A cost factor (multiplier) for expediting sample turnaround will be applied. However, if a sample designated for rapid turnaround is not completed in the time allotted, payment will be made according to the TAT multiplier equal to the actual TAT days used for report delivery, or the next highest increment for TAT multipliers, even if the delay is caused by events beyond the control of the Contractor. The Department must be notified in advance if acceptance of rapid turnaround samples will cause delays in the standard turnaround time for other samples.

When necessary, the Contractor must be able to pick up/receive samples late Friday and on weekends or holidays to meet holding time requirements or if samples require a quick turnaround time. If samples are routine and holding times allow, the samples shall be picked up no later than 10 AM the following Monday. The Contractor must coordinate pickup to meet short holding times.

2.13 Consultation

The Contractor shall provide technical assistance regarding sample collection, analysis, and reporting as specifically requested by the Department. These issues will be considered routine and part of this Statement of Work and shall be included in the Contractor's analytical prices and shall not be billed separately.

If necessary during the term of the contract, the Contractor shall provide analytical consulting services not otherwise defined in this Statement of Work (i.e., meetings, conferences). In those instances, arrangement to provide consulting services will be made on an "as needed" basis. Consulting conferences shall primarily involve discussions concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents and provide background information within its areas of expertise. The Contractor shall provide organized reports, calculations, and any other documentation necessary to consult regarding the data in question. Anticipated hours of consulting will be negotiated in advance between the Department and the Contractor.

2.14 Expert Testimony

If necessary during the term of the contract, the Contractor shall provide qualified expert witnesses for court testimony concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents, assist in the finding of fact, and provide background information within its areas of expertise. The Contractor shall provide

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representation and organized reports, calculations, and any other documentation necessary to defend the data in question. Reports and documents gathered by the Contractor for presentation must be submitted to the Department for review and approval prior to their presentation.

If the Contractor is called on to provide expert testimony, a written report describing the Contractor's activities concerning the testimony shall be submitted to the Department. Originals of all documents as well as copies of all calculations and visual aids used during the representation of the Department shall be submitted with this report.

2.15 Laboratory Audits

The Contractor shall be available for auditing by the Department or its designated representative(s) at any time. In addition to the biennial LELAP audits necessary to maintain accreditation, if during the term of the contract the Department suspects poor performance, the Department shall reserve the right to perform additional audits, at the expense of the Contractor.

During the contract term, the Contractor shall provide the Department Project Manager with copies of assessment reports and corrective action reports from any national or state accrediting authority that performs assessments of the laboratory. The Department reserves the right to stop work based on the severity of the findings.

3.0 PROJECT SCHEDULE

Samples will be submitted to the Contractor as needed by the Department. Within thirty (30) calendar days of sample receipt, a completed deliverable will be submitted to the Department. Accelerated turnaround times may be necessary. No minimum amount of work is guaranteed.

Ambient water quality sampling typically occurs two to four times a month at each regional office, and each region may have 8 – 30 sites per month. Every sample set has at least one (1) forty-eight (48) hour test included.

4.0 PROJECT PERSONNEL, DESIRED QUALIFICATIONS AND RESPONSIBILITIES

The Contractor shall provide qualified personnel, including non-supervisory, to accomplish the required tasks. All personnel, including non-supervisory personnel, shall meet education and experience requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation.

The Department anticipates that the functions described in the Statement of Work may be shared by combinations of project personnel (dual assignments). Desired education and experience are stated in the table below:

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Project Personnel	Responsibilities	Desired Qualifications
Key Project Personnel		
***Resumes should be provided for **all** key project personnel. ***		
Laboratory Manager	Executive level decisions regarding services provided to the Department.	Should have two (2) years managerial experience in an analytical laboratory
Laboratory Technical Director	On site management at the laboratory facility, discuss methods, alternative methods, analytical procedures, and facility operations with the Department's Project Manager. Refer also to SOW Section 5.0.	Should have a Bachelor's degree in science or a minimum of four years' equivalent experience in a related field and two years' experience in the area of environmental analysis.
Project Manager	Day to day contact with the Department Project Manager regarding sample supplies, pickup and receipt of samples, status of analysis and reporting, and day to day contact with the Department Contract Manager regarding invoices as necessary.	Should have two (2) years project manager experience in an environmental laboratory.
Quality Assurance Manager	Ensure adherence to the laboratory's Quality Assurance/Quality Control Plans, implementation of the Quality Assurance Program, and evaluate analytical data objectively.	Should have a Bachelor's degree in science or four (4) years' equivalent experience in a related field and two years' environmental laboratory experience.
Supervisor	Managing all aspects of the applicable laboratory department, including ensuring that methods or other proper protocols are being followed. Supervise and manage instrument operators and analysts.	Should have a Bachelor's degree or a minimum of four (4) years' experience in a related field and one year of experience in the area to be supervised, preferably with a minimum of six months' supervisory experience.

Other Project Personnel	
Project Personnel	**Responsibilities**
Instrument Operators	Operation of laboratory instrumentation, assist as necessary with maintenance and calibration of equipment, perform lab analysis in accordance with approved methods, and data interpretation
Analysts	Assist with sample preparation and analysis, maintaining and cleaning work spaces, perform data entry and documentation, data interpretation

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The Contractor shall name a back-up Laboratory Technical Director to answer questions about analytical methods or procedures if the primary Laboratory Technical Director is unavailable. The back-up Laboratory Technical Director shall be familiar with all Laboratory Technical Director responsibilities outlined in SOW Section 5.0 before assuming the back-up position.

Back-up staff shall also be available to assume Project Manager responsibilities in the event the Project Manager is temporarily unavailable.

5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

The Department shall be notified, in accordance with LAC 33:I.4715.C and LAC 33:I.5705, of the revocation of accreditation by any state, and will result in automatic suspension of LELAP accreditation. Loss of LELAP accreditation shall be reason for termination of this contract.

If the samples to be analyzed by the Contractor are known or suspected to contain hazardous materials, substances, or waste, it shall be the Contractor's responsibility to take all necessary measures to ensure his employees' or subcontractors' employees' safety.

Project management shall include, but not be limited to, the following activities:

(1) supervision of the Contractor's personnel;

(2) contract administration:

- (a) invoicing;
- (b) changes to the contract;
- (c) meetings
- (d) resolving disputes between the Contractor and the Department; and
- (e) compliance by the Contractor with all contract clauses and conditions;

(3) record-keeping; and

(4) preparation and submission of submittals and deliverables, including but not limited to, analytical reports and EDDs.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must

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keep the Department Project Manager informed of the project status through written informal communication.

The Laboratory Technical Director as listed in the Contractor's proposal shall answer questions regarding laboratory procedures or specific analyses. The Laboratory Technical Director shall be knowledgeable of the provisions of this Statement of Work, in laboratory procedures and methodology, and the day-to-day operation of the facility. The Department will provide Data Quality Objectives (DQOs) to the laboratory when available. When interferences or dilutions will yield marginal results, those shall be reported to the Department as soon as possible. The Laboratory Technical Director shall then propose alternative accredited analytical methods to accomplish the data quality objectives of the project.

The Contractor shall notify the Department in writing of any changes in assigned Project Manager or Laboratory Technical Director. The Department shall reserve the right to approve the person assigned to either position, as well as require the replacement of that designee should he/she be found unresponsive to the Department's inquiries.

5.1 Subcontractor Requirements

All subcontractors used by the Contractor for this project must meet all requirements referenced in Section 2.0 Contractor Tasks, including laboratory accreditation requirements. Subcontractors must be listed in the Contractor's proposal or approved in writing by the Department before performing any work for the prime contractor under this contract. It shall be the responsibility of the prime contractor to ensure that requirements for quality assurance/quality control and turnaround time are met.

5.2 Deliverables

The Contractor shall prepare and submit one (1) electronic copy of the analytical results (with official laboratory signature) and one (1) LDEQ Electronic Data Deliverable (EDD) as soon as the data are available but no longer than thirty (30) calendar days from receipt of samples. The Prime Contractor must submit all deliverables generated under this contract. No deliverables will be accepted directly from subcontractors. The analytical reports and EDDs shall be sent to the following email address: deqlabinfo@la.gov.

If hard copy reports are required, they shall be sent to:

Louisiana Department of Environmental Quality
Office of Environmental Compliance
P. O. Box 4312
Baton Rouge, Louisiana 70821
Attn: Sandy Coon

Analytical reports sent by overnight means or by courier shall be directed to the Department's (physical) headquarters address listed above in Section 2.6, Sample Pickup and Transport at the Contractor's expense.

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The Contractor must be capable of producing two (2) types of data deliverables to meet the requirements of this Statement of Work – a summary report and a fully–supported data package. Refer to the Department's public web page for the Department's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: http://deq.louisiana.gov/page/leadms-resource-page.

Starting in Fiscal Year 2022 , LDEQ will institute a phased approach for direct EDD upload of all data to LDEQ's LEADMS database. The Contractor will verify compliance with EDD requirements and then submit the data directly to the Department's database. EDDs will be uploaded using one of the EQUIS tools as directed by the Department. Options include, but are not limited to, EDP® Sign and Submit, EQUIS Enterprise web portal, etc. Licensing and software for EDD upload tools will be provided at no charge to the Contractor. The Contractor is responsible for assisting with any necessary corrections. Copies of all uploaded EDDs and corresponding PDFs will still be required to be emailed to deqlabinfo@la.gov.

Criteria for rejection of deliverables shall include, but shall not be limited to:

- Not meeting holding time
- Consistently not meeting required reporting limits
- Contractor using incorrect method
- Contractor QC not according to method
- Contractor QC not acceptable
- Improper reporting (including no EDD, no raw data)
- Incorrect EDDs

At the Department's discretion, failure to meet the deliverable criteria shall result in penalties assessed to the Contractor. These penalties may include reimbursement to the Department or non-payment for analytical work.

The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance within seven days of Department request.

5.3 Data Packages

The Contractor shall have the capability of producing summary or fully-supported data packages as directed by the Department.

It is anticipated that less than ten (10%) of analyses will require fully-supported data packages; however, this could be greater based upon the needs of the Department. The Contractor must be able to provide these for any analyses that are conducted.

Fully-supported data packages shall require submitting all raw data and the associated CLP or equivalent summary forms. Summary reports shall not require attaching raw data.

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The narrative of both the summary and fully-supported data reports must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.

Preparation methods, as well as any clean up procedures, must be identified in the final report.

When revisions/corrections are requested, the narrative must be revised to describe the reason for change.

5.3.1 Summary Reports

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the EQUIS® Electronic Data Processor (EDP) and be free of errors. The report must include the laboratory certification number, the date of report preparation, and a cross-reference between the Department sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

5.3.2 Fully Supported Data Packages

Fully-supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data shall include, but shall not be limited to, extraction logs, preparation/digestion logs, quantitation reports, chromatograms, instrument analysis reports, analysis/sequence run logs, percent moisture logs, weight logs, bench sheets, standard and reagent logs, sample receipt checklist(s), etc. Raw data for all samples (including any and all dilutions) and any associated method or batch quality control samples must be included. The Contractor shall refer to the applicable CLP SOW for more detailed descriptions of the required forms https://www.epa.gov/clp). Custom forms equivalent to the CLP forms shall be acceptable.

6.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under the contract, the Department shall:

(1) provide point of contact (liaison) for technical activities (Project Manager) to determine and manage the scope, quantity, amount, duration, and timing of analytical tests for the Contractor;

(2) provide point of contact (liaison) for contract activities (Contract Manager);

(3) collect samples, label them, and prepare the samples for pickup/shipment, with completed chain of custody form(s);

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(4) provide locations for sample pickup;

(5) provide tentative sample schedules for known projects;

(6) when possible, indicate the expected concentration (low vs. high) on the chain of custody form;

(7) indicate when fully supported data packages are required;

(8) answer questions about a given sample as necessary;

(9) monitor the Contractor's QA/QC activities; and

(10) review, require revision as necessary, and accept deliverables.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject or require correction of deficient work.

7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department Project Manager will monitor the progress of the Contractor during the contract by:

(1) monitoring the Contractor's work through telephone or email communication, or meetings when necessary;

(2) ensuring that deliverables are submitted within the timeframe of the contract and meet project specific requirements;

(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals prior to payment; and

(4) monitoring the status of the laboratory's LELAP accreditation as necessary.

The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices A, B, C, and D.

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Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to payment or an increase in contract price.

8.1 Commencement Conference or Conference Call

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge, or by conference call. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices D for a face to face meeting or for a conference call, as directed by the Department. Attendance of the Contractor's Project Manager shall be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice. Only one (1) line item shall be charged. If the conference is waived, the Department will not be charged.

8.2 Payment for Analyses

The Contractor shall be paid by the Department for actual analyses performed upon approval of compliant, timely deliverables according to the analytical rates listed in Attachment 2, Schedule of Prices A, B, and C. Untimely, incomplete deliverables shall be subject to reimbursement/non-payment for analyses at the discretion of the Department. Payment for sample analysis will not be made until completion of all work in that sample delivery group (SDG).

The analytical rates shall include cost for the following and the Department **shall not** be billed separately for:

- sample containers and supplies, preservatives, shipping containers, sample pickup and/or transport, sample storage and disposal;
- dilutions;
- sample preparation and cleanup procedure costs, including but not limited to extraction, preparation, distillation, digestion, cleanup, etc. as applicable regardless of how many analytes are requested;
- tentatively identified compound (TIC) data for organic volatile and semivolatile analyses;
- all direct costs and indirect costs identified in Attachment 2, Schedule of Prices A, B, C, and D.

Prices listed in Attachment 2, Schedule of Prices A, B, and C shall be for normal thirty (30) calendar days turnaround time, summary/standard reports and direct EDD upload. When rapid turnaround time (TAT) is required, as directed in writing by the Department, the appropriate TAT multiplier from Schedule of Prices D shall be applied to the analytical rates. If the number of actual TAT days falls between two (2) of the multiplier options, payment will be made according to the higher number of TAT days.

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When fully-supported data packages are required, as noted on the chain of custody or advised in writing by the Department Project Manager, the multiplier for fully-supported data packages shall be applied to the analytical rates in the Schedule of Prices A, B, and C.

Multipliers shown in Attachment 2, Schedule of Prices D, shall apply to all analyses listed in the Attachment 2, Schedule of Prices A, B, and C. It shall be acceptable for more than one multiplier to be applied (i.e., rapid TAT and fully-supported data). All multipliers shall be applied to the base analytical rates.

The Holiday Surcharge line item shall only be applied at the specific written request and approval of the Department and turnaround time and/or sample holding times do not permit performance of these tasks during normal business/non-holiday hours. It shall be used for sample receipt and/or analysis. It shall only be applied once per day for the following days: Good Friday, Easter, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day.

Prices included in the Schedule of Prices documents shall be for liquids and solids, unless specifically marked "tissue" or specifically indicated otherwise.

Payment for an approved alternative method will be at the same rate as the original method.

The Contractor **shall not** bill the Department any additional costs other than the rates in Attachment 2, Schedule of Prices A, B, C, and D. These charges shall be denied.

8.3 Payment for Consulting Services or Expert Testimony

The Consulting Services payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices D. Payment shall be limited to actual hours as documented on signed time sheets or other verifying documents. Invoices for consulting services shall be accompanied by a written request by the Department Project Manager for reimbursable consulting services. The hourly consultation rate shall not be used for routine correspondence between the Department and the Contractor related to samples and analysis.

The Expert Testimony payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices D. Payment shall be limited to actual hours as documented on signed time sheets, other verifying documents or as evidenced by the duration of hearings and/or court cases.

8.4 Travel Time and Expenses for Consulting Services or Expert Testimony

Travel time for Consulting Services or Expert Testimony as directed by the Department shall be reimbursed according to the rate specified in Attachment 2, Schedule of Prices D.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49 (http://www.doa.la.gov/pages/osp/travel/travelpolicy.aspx).

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9.0 RESOURCES

Valuable information concerning this RFP can be found using the following links:

9.1 LDEQ EDD Submittal Requirements Manual and List of Valid Values

http://deq.louisiana.gov/page/leadms-resource-page

9.2 LDEQ RECAP Documents (current at RFP issuance date)

http://deq.louisiana.gov/page/recap

9.3 Louisiana Administrative Code Title 33

Louisiana Environmental Laboratory Accreditation Program (LELAP) (LAC 33:I, Chapters 45-59
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v01OSEC.docx

Louisiana Department of Environmental Quality Confidential Information Regulations (LAC 33:I,
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v01OSEC.docx

Category II Hazardous Wastes (LAC 33:V.4903)
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v05HW.docx

Solid Waste – Groundwater Sampling and Analysis Plan – Appendix C (LAC 33:VII.3005)
http://deq.louisiana.gov/assets/docs/Legal_Affairs/ERC/33v07SW.docx

9.4 CLP Statement of Work

http://www.epa.gov/clp

9.5 LELAP Information and Regulations

http://deq.louisiana.gov/page/la-lab-accreditation

2009 TNI standard: http://www.nelac-institute.org/content/CSDP/standards.php

9.6 LDEQ Water Quality Standards and Assessment QAPPs

Ambient Water Quality:
https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11925523&ob=yes&child=yes

Biotic Ligand Model:
http://edms.deq.louisiana.gov/app/doc/view.aspx?doc=12312788&ob=yes&child=yes

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9.7 Other Document References

Test Methods for Evaluating Solid Waste Physical/Chemical Methods, 3rd Edition with approved updates, SW-846, Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, DC. SW-846 Methods may also be found at SW-846 On-Line - https://www.epa.gov/hw-sw846.

Clean Water Act Methods - http://water.epa.gov/scitech/methods/cwa/index.cfm.

Standard Methods for the Examination of Water and Wastewater, American Public Health Association, 1015 Fifteenth Street N. W., Washington, D. C., 20005. the most current 40CFR Part 136 approved edition, including Online editions.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr136_main_02.tpl

Code of Federal Regulations, 40 CFR, Part 136, the most current revisions: same link as above

Section 6 of USEPA'S A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001, OSWER Directive 9355.0-14, 1987.
https://nepis.epa.gov/Exe/ZyNET.exe/200188RE.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1986+Thru+1990&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C86thru90%5CTxt%5C00000015%5C200188RE.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL

Louisiana and other applicable states' Department of Transportation (DOT) rules governing the transportation of hazardous materials.

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SCHEDULE OF PRICES A – ROUTINE CLEAN WATER ACT METHODS

CAS Number	Analyte Code	Analyte	Method[1]	Reporting Limit[2]	Rate[3]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method
INORGANICS								
ALK	1505	Alkalinity	SM2320B	2.0-5.0 mg/L	$8		C	SM2320B
NH3N	1515	Ammonia Nitrogen as N (must be distilled prior to analysis)	SM4500 NH3-B followed by SM4500 NH3-D	0.1 mg/L	$12		C	EPA 350.1
16887-00-6	1575	Chloride	EPA 300.0 or SM4500 Cl-E	1.25 mg/L	$10		C	EPA 300.0
COLOR	1605	True Color	SM2120B	5 PCU	$10		I	SM2120B
HARD	1755	Total Hardness as CaCO3 (must be direct analysis)	SM2340C	5 mg/L	$10		I	EPA 130.1
TKN	1795	Total Kjeldahl Nitrogen (TKN)	EPA 351.2 or SM4500 NH3-D	0.10 mg/L	$20		C	EPA 351.2
NO3NO2N	1820	Nitrate-Nitrite Nitrogen as N	EPA 353.2 or SM4500 NO3 F	0.05 mg/L	$10		C	EPA 353.2 or 300.0
	1910	Total Phosphorus (TP)	EPA 365.4 or SM4500 P-E	0.05 mg/L	$18		I	EPA 365.4
TDS	1955	Residue-filterable (Total Dissolved Solids (TDS))	SM2540C	10 mg/L	$12		C	SM2540C
TSS	1960	Residue-non-filterable (Total Suspended Solids (TSS))	SM2540D	4 mg/L	$8		C	SM2540D
SC	1610	Specific Conductance	EPA 120.1 or SM2510B	10 umhos/cm	$2		C	EPA 120.1
14808-79-8	2000	Sulfate	EPA 300.0	1.25 mg/L	$10		C	EPA 300.0
TURB	2055	Turbidity	EPA 180.1 or SM2130B	1 NTU	$7		C	SM2130B
TOTPHEN	1905	Total Phenolics	EPA 420.1 or 420.4	5.0 ug/L	$16		C	EPA 420.4
FECCOLIFORM	2530	Fecal Coliforms	SM9222D	2 colonies/100 ml	$17		C	Colilert-18
ENTEROCOCCI	2520	Enterococci	EPA 1600, SM9230D, or Enterolert®	10 colonies/ 100 ml	$20		C	SM 9230D Enterolert

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CAS Number	Analyte Code	Analyte	Method[1]	Reporting Limit[2]	Rate[3]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method
BOD5	1530	Biochemical Oxygen Demand, 5 day (BOD5)	SM5210B	2.0 mg/L	$15		C	SM5210B
CBOD5	1555	Carbonaceous Biochemical Oxygen Demand, 5 day (CBOD5)	SM5210B	2.0 mg/L	$15		C	SM5210B
OILGREASE	1860	Oil and Grease (HEM)	EPA 1664	5.0 mg/L	$22		C	EPA 1664A
COD	1565	Chemical Oxygen Demand	EPA 410.4 or SM5220D	20 mg/L	$15		C	HACH 8000
TOC	2040	Total Organic Carbon	SM5310B	1.0 mg/L	$15.50		C	SM5310B
DOC		Dissolved Organic Carbon	SM5310B	1.0 mg/L	$15.50		C	SM5310B
NA	NA	Sample filtration for dissolved parameters	NA		$2		I	NA
PH	1900	pH	SM4500-H B	0.01 SU	$2		C	SM4500-H B
TON	NA	Organic Nitrogen	Calculation	Calculation	$0		C	Calculation
479-61-8	9344	Chlorophyll a	EPA 445 or EPA 447	1 ug/L	$90	Pace New Orleans	C	SM 10200H
	10297	Pheophytin a	EPA 445 or EPA 447	1 ug/L	No Bid			
	1870	Orthophosphate as P, filtered	EPA 365.1	0.02 ug/L	$15		I	EPA 365.1
VSS	1970	Volatile Suspended Solids	EPA 160.4	1 mg/L	$12		C	EPA 160.4 or EPA2540E
NO3NO2N	1820	Low Level Nitrate-Nitrite Nitrogen as N	EPA 353.2 or SM4500 NO3 F	0.01 mg/L	$28	ALS Houston	C	EPA 300.0
	1910	Low Level Total Phosphorus (TP)	EPA 365.4 or SM4500 P-E	0.004 mg/L	No Bid			
METALS								
See Exhibit 1, Analyte lists for specifics required by each method.								
See Exhibit 1	See Exhibit 1	Metals by ICP, per metal	EPA 200.7	See Exhibit 1	$4		C	EPA 200.7
See Exhibit 1	See Exhibit 1	Metals by ICP/MS, per metal	EPA 200.8	See Exhibit 1	$7		C	EPA 200.8
7439-97-6	1095	Mercury	EPA 245.1	0.05 ug/L	$16		C	EPA 245.1

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CAS Number	Analyte Code	Analyte	Method[1]	Reporting Limit[2]	Rate[3]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method
ORGANICS								
See Exhibit 1, Analyte Lists for specifics required for each organic method.								
See Exhibit 1	See Exhibit 1	Semivolatiles	EPA 625	See Exhibit 1	$90		C	EPA 625.1
See Exhibit 1	See Exhibit 1	Pesticides	EPA 608 or 625	See Exhibit 1	$65		I	EPA 608.1
See Exhibit 1	See Exhibit 1	PCBs	EPA 608 or 625	See Exhibit 1	$45		I	EPA 608.1
See Exhibit 1	See Exhibit 1	Volatiles	EPA 624 or 601/602	0.5 ug/L	$50		C	EPA 624.1
See Exhibit 1	See Exhibit 1	Volatiles by GC/MS (Drinking Water method but used for Non Potable Water) NOTE - ONLY LDHH certification is required.	EPA 524.2	0.5 ug/L	No bid			

[1]Alternative methods to those listed here will only be accepted if they are approved in the 40 CFR Part 136.

[2]Reporting limits MUST be equal to or less than those listed herein. Higher reporting limits will not be accepted, with the exception of dilution and matrix interference as discussed in Attachment 1, SOW, Section 2.4, Sample Quantitation Limits.

[3]Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, report generation and EDD upload, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

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SCHEDULE OF PRICES B – ROUTINE SW846 METHODS

CASRN	Analyte Code	Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method
METALS/INORGANICS							
See Exhibit 2	See Exhibit 2	Metals by ICP, per metal[2]	EPA 6010	$4		C	EPA 6010
See Exhibit 2	See Exhibit 2	Metals by ICP/MS, per metal[2]	EPA 6020	$7		C	EPA 6020
7439-97-6	1095	Mercury in Water[4]	EPA 7470	$16		C	EPA 7470
7439-97-6	1095	Mercury in Soil/Sediment[3]	EPA 7471	$16		C	EPA 7471
	1424	Filtration for Dissolved Metals	PREP	$5		C	EPA 6010
18540-29-9	1045	Chromium VI[2]	EPA 7196A	$25	ALS Houston	C	EPA 7196A
57-12-5	1645	Total Cyanide[2]	EPA 9012A	$28	ALS Houston	C	EPA 9014
84145-82-4	1810	Nitrate Nitrogen[2]	EPA 9056	$10		C	EPA9056
	1840	Nitrite Nitrogen[2]	EPA 9056	$10		C	EPA9056
		Nitrate-Nitrite Nitrogen[2]	EPA 9056	$10		C	EPA9056
16887-00-6	1575	Chloride[2]	EPA 9056	$10		C	EPA9056
14808-79-8	2000	Sulfate[2]	EPA 9056	$10		C	EPA9056
16984-48-8	1730	Fluoride[2]	EPA 9056	$15	ALS Houston	C	EPA9056
TOTPHEN	1905	Total Recoverable Phenolics[2]	EPA 9065	$28	ALS Houston	C	EPA9065
TCLP							
	1466	Toxicity Characteristic Leaching Procedure (TCLP) - non-volatile or volatile[2]	EPA 1311	$18		C	EPA 1311
	1460	Synthetic Precipitation Leaching Procedure (SPLP)[2]	EPA 1312	$10		C	EPA 1312
	1900	Corrosivity - pH[4]	EPA 9040B	$5		C	EPA 9040C
	1900	Corrosivity - pH[3]	EPA 9045D	$7		C	EPA 9045D
	1780	Ignitability - Pensky Martens[4]	EPA 1010	$15		C	EPA 1010

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CASRN	Analyte Code	Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method
	1780	Ignitability of Solids[3]	EPA 1030	$28	ALS Houston	C	EPA 1030
	1923	Reactivity - Cyanide[2]	SW 846 7.3	$15		C	SW 846 7.3
	1925	Reactivity - Sulfide[2]	SW 846 7.3	$15		C	SW 846 7.3
ORGANICS							
106-93-4 / 96-12-8	4585 / 4570	EDB & DBCP by GC[4]	EPA 8011	$55	ALS Houston	C	EPA 8011
See Exhibit 2	See Exhibit 2	Purgeable Halogenated & Aromatics (GC)[2]	EPA 8021B	$25		C	EPA 8021B
See Exhibit 2	See Exhibit 2	Volatiles by GC/MS[2]	EPA 8260B	$50		C	EPA 8260B
	9408	Total Petroleum Hydrocarbons (TPH) - Gasoline Range Organics[2]	EPA 8015B	$25		C	EPA 8015B
	9369	TPH - Diesel Range Organics[2]	EPA 8015B	$30		C	EPA 8015B
	9506	TPH - Oil Range Organics[2]	EPA 8015B	$30		C	EPA 8015B
50-00-0		Formaldehyde	EPA 8315A	No bid			
See Exhibit 2	See Exhibit 2	Semivolatiles (Base Neutrals & Acids) by GC/MS[2]	EPA 8270C	$90		C	EPA 8270C
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH)[2]	TNRCC 1005	$40		C	TNRCC 1005
	See Exhibit 2	Extractable Petroleum Hydrocarbons (EPH)[2]	TNRCC 1006	$105	ALS Houston	C	TNRCC 1006
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH) by GC/PID/FID[2]	MADEP	$45		C	MADEP
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH) by GC/MS[2]	MADEP	No bid			
	See Exhibit 2	Extractable Petroleum Hydrocarbons (EPH)[2]	MADEP	$80		C	MADEP

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CASRN	Analyte Code	Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method
See Exhibit 2	See Exhibit 2	Organochlorine Pesticides[2]	EPA 8081A	$65		I	EPA 8081A
See Exhibit 2	See Exhibit 2	Polychlorinated Biphenyls (PCBs) by GC[2]	EPA 8082	$45		I	EPA 8082A
		Organophosphorus Pesticides[2]	EPA 8141A	No bid			
See Exhibit 2	See Exhibit 2	Herbicides[2]	EPA 8151	$55		C	EPA 8270
See Exhibit 2	See Exhibit 2	Polynuclear Aromatic Hydrocarbons by HPLC[2]	EPA 8310	$70		C	EPA 8270
See Exhibit 2	See Exhibit 2	PCDDs/PCDFs[2]	EPA 8280A	$320	ALS-Houston	C	EPA 8290
See Exhibit 2	See Exhibit 2	PCDDs/PCDFs by HRGC/HRMS[2]	EPA 8290	$320	ALS-Houston	C	EPA 8290

Analytes listed in Exhibit 2 and their reporting limits listed in Table 1 of the RECAP document (see 9.2 of SOW for link to current table) are required.

[1]Rates listed shall apply to both water and solid matrices unless specified otherwise. Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, report generation and EDD upload, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

[2]Matrix in both Solid and Water

[3]Matrix in Solid only

[4]Matrix in Water only

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SCHEDULE OF PRICES C – OTHER TESTS

CASRN	Analyte Code	Test/Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method	List lowest achievable limit
OTHER								
16984-48-8	1730	Fluoride[4]	SM4500-F D	$12		C	EPA 9056A or 300.0	0.05 mg/L
OILGREASE	1860	Oil and Grease in sludge/sediment[3]	EPA 9071A	$35		C	EPA 9071A	0.05% dry wt
	1870	Orthophosphate as P[2]	EPA 9056	$15	ALS-Houston	C	EPA 9056A	0.03 mg/L
		Orthosilicate[4]		No bid				
	631	Percent Organic Matter[3]	ASTM D2974	$20		C	ASTM D2974	0.01%
7601-90-3	1895	Perchlorate[2]	EPA 6860	$120	ALS-Houston	C	EPA 6850	0.025 mg/L
SC	1610	Specific Conductance[2]	EPA 9050A	$10		C	LDNR 29-B	0.1mmhos/cm
14808-79-8	2000	Sulfate[2]	EPA 9038	$12		C	EPA 9056A	0.25 mg/L
18496-25-8	2005	Sulfide[2]	SM 4500 S2 F or E	No bid				
18496-25-8	2005	Sulfide[3]	EPA 9034	No bid				
14265-45-3	2015	Sulfite[4]	SM4500 SO3 B	$20		C	SM4500SO3 B	5 mg/L
TOC	2040	Total Organic Carbon (TOC)[2]	EPA 9060	No bid				
TOX	2045	Total Organic Halides (TOX)[2]	EPA 9020B	No bid				
TOTPHEN	1905	Total Recoverable Phenolics[2]	EPA 9066	$28	ALS-Houston	C	EPA 9065	0.02 mg/L
NH3N	1515	Low Level Ammonia Nitrogen as N (0.05 mg/L or lower)[4]	SM4500B+SM4500 NH3D or E	No bid				
TKN	1795	Low Level Total Kjeldahl Nitrogen (TKN) (0.05 mg/L or lower)[4]	EPA 351.2 or SM4500 NH3-C or SM4500 N H3-D	No bid				
ORGANICS								
See Exhibit 3	See Exhibit 3	Dioxins and Furans[2]	EPA 1613B	$360	ALS-Houston	C	EPA 1613B	See attachment D
		Ethanol		$55	ALS-Houston	C	EPA 8015C	1 mg/L
		Glycols[2]	EPA 8015B	$85	ALS-Houston	C	EPA 8015C	1 mg/L
		Glycols[2]	EPA 8260B	No bid				
		Low Level Semivolatiles by GC/MS SIM[2]	EPA 8270 SIM	$105	Pace New Orleans	C	EPA 8270 SIM	0.01 ug/L
		Non Halogenated Volatiles[2]	EPA 8015B	No Bid				
		Organochlorine Pesticides[2]	EPA 8270C	$65		I	EPA 8081A	TBD

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CASRN	Analyte Code	Test/Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method	List lowest achievable limit
		Polychlorinated Biphenyls (PCBs) by G C/MS[2]	EPA 8270C	$50		I	EPA 8082A	TBD
		PCBs in Oil (GC)[3]	EPA 600/4-81-045	$50		I	EPA8082	1 mg/L
See Exhibit 3	See Exhibit 3	PCB Congeners - 12 Congeners[2]	EPA 1668	$550	Pace MN	C	EPA 1668	17.5 pg/L
		PCB Congeners - 209 Congeners[2]	EPA 1668	$900	Pace MN	C	EPA 1668	17.5 pg/L
		Explosives (HPLC)[2]	EPA 8330B	115	ALS Houston	C	EPA 8330A	0.011 ug/L
107-02-8	4325	Acrolein[4]		$40		C	EPA 8260B	0.01 mg/L
63-25-2	7195	Carbaryl[4]		No bid				
333-41-5	7410	Diazinon[4]		No bid				
688-73-3		Tributyltin[4]		$375	ALS Kelso	C	CASW SOC -Bultyl Rev 8	0.012 ug/L
120068-37-3		Fipronil (2.3 ug/L or lower)[4]		No bid				
TISSUE TESTS								
See Exhibit 3	See Exhibit 3	Dioxins and Furans in Tissue	EPA 1613B	No bid				
		Herbicides		No bid				
7439-97-6	1095	Mercury in Tissue	EPA 245.6	No bid				
7439-97-6	1095	Mercury in Tissue	SW 846	No bid				
		Metals in Tissue (non-Mercury), per metal		No bid				
		Organochlorine Pesticides by GC		No bid				
		Organochlorine Pesticides by GC/MS		No bid				
		Organophosphorus Pesticides by GC		No bid				
		PCBs by GC		No bid				
		PCBs by GC/MS		No bid				
See Exhibit 3	See Exhibit 3	PCB Congeners - 12 Congeners	EPA 1668	No bid				

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		PCB Congeners - 209 Congeners		No bid				
		PCDDs/PCDFs		No bid				
		PCDDs/PCDFs by HRGC/HRMS		No bid				
		Semivolatiles by GC/MS		No bid				
		Volatiles by GC/MS		No bid				

CASRN	Analyte Code	Test/Analyte	Method	Rate[1]	Laboratory Name & Location (if not Proposer)	LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method	List lowest achievable limit
BIOLOGICAL TESTS (WATER ONLY)								
	2500	Total Coliforms	SM9222B	$30		C	SM9223B	1 MPN/100ml
		Microcystins	EPA 546	No bid				
		Nodularin	EPA 546	No bid				
		Cylindrospermopsin	EPA 546	No bid				
		Anatoxins		No bid				
		Saxitoxins		No bid				
		Phycocyanin		No bid				
		Cyanobacteria ID & Enumeration		No bid				
		Algal ID, Enumeration & Biovolume		No bid				

[1]Rates listed shall apply to both water and solid matrices, where methods allow, unless specified otherwise. Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, report generation and EDD upload, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

[2]Matrix in both Solid and Water

[3]Matrix in Solid only

[4]Matrix in Water only

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SCHEDULE OF PRICES D – LABOR AND MULTIPLIERS

LABOR		
Item	Unit	Rate[1]
Commencement Conference at LDEQ Headquarters	Lump Sum	$0
Conference Call	Lump Sum	$0
Expert Testimony	Hour	$0
Consulting (i.e., meetings @ LDEQ)	Hour	$0
Travel Time for Expert Testimony or Consulting	Hour	$25
Holiday Surcharge	Day	$100

MULTIPLIERS[2]		
Multiplier Type	Unit	Percentage
Fully-Supported Data Package	% per Sample Delivery Group	15%
21-Day Rapid Turn-Around	% per Sample Delivery Group	0%
14-Day Rapid Turn-Around	% per Sample Delivery Group	0%
7-Day Rapid Turn-Around	% per Sample Delivery Group	10%
5-Day Rapid Turn-Around	% per Sample Delivery Group	15%
3-Day Rapid Turn-Around	% per Sample Delivery Group	25%
1-Day Rapid Turn-Around	% per Sample Delivery Group	75%
Same-Day Rapid Turn-Around	% per Sample Delivery Group	100%

[1]Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

[2]All multipliers shall be applied to the BASE analytical rates.

***Note: Element would like to request advance notice from DEQ of incoming rush samples. Rush schedules can be agreed upon at the time of sample submittal. Due to methodologies and procedures, rush turnaround time varies by parameter.**

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ATTACHMENT 3
REQUIREMENTS OF THE GRANT

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018 regarding this procurement contract and all subcontracts awarded by the Contractor.

The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.

b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.

d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. – e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to

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carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than thirty (30) calendar days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six (6) good faith efforts if soliciting a replacement subcontractor.

2. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information refer to https://www.epa.gov/resources-small-businesses/getting-epa-dbe-certified.

3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: http://www.sam.gov. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. RESTRICTION ON LOBBYING

In accordance with 40 CFR Part 34 and the EPA General Terms and Conditions, the Contractor shall submit certification of compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) to the Department. The Contractor must certify, and if applicable, must require its subcontractors to certify, 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. The Contractor must also disclose, and must require its subcontractors to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining the award of this Contract.

5. PROCUREMENT OF RECOVERED MATERIALS

Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and 2 CFR 200.322, the Contractor is required to procure: certain items designated in EPA guidelines, as identified in 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; and solid waste management services in a manner that maximizes energy and resource recovery; and to establish an affirmative procurement program for procurement of recovered materials as identified in the EPA guidelines. Pursuant to 40 CFR 247.2(d), the contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

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6. CLEAN AIR AND CLEAN WATER ACT

The Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the CAA (42 U.S.C. 7401-767q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

The Contractor is required to comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits of discrimination on the basis of sex in CWA-funded programs or activities.

7. OPERATION AND MAINTENANCE OF NPS MANAGEMENT PRACTICES

The Contractor and its employees and subcontractors shall properly operate and maintain nonpoint source management practices that have been implemented, when applicable. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards.

8. PUBLIC AWARENESS

The Contractor is required to comply with CWA Section 319 Non-point Source Assistance Agreements Public Awareness Terms and Conditions effective October 1, 2014 for applicable tasks as described in the Scope of Services. Refer to the Scope of Services for details.

9. REPORTING REQUIREMENTS

a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 3, Form A. The information in the report should cover the period ending September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

b. The Contractor must provide its Data Universal Numbering System (DUNS) number by completing Attachment 3, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract amendment.

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts

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P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

c. The Contractor must certify, and if applicable, must require its subcontractors to certify, that it has not used and will not use any federal funds as described in the EPA form, Certification Regarding Lobbying, by completing Attachment 3, Form C. **This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.**

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

d. The Contractor must report, and if applicable, must require its subcontractors to report, any non-federally funded lobbying activities in connection with this federally-funded Contract by completing Attachment 3, Form D, Disclosure of Lobbying Activities. This form must be provided to the Department within thirty (30) calendar days upon receipt of a fully executed contract. Forms completed by subcontractors must be provided to the Department upon execution of the Contractor's subcontract.

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

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LaGov No. 4400022158

ATTACHMENT 3
Form A

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

A good faith effort has been made to obtain MBE/WBE vendors _____ **DATE:**_____
SIGNATURE

_____
Print Name

_____
CONTRACTOR

Annual Reporting for: (Oct _____ - Sept _____)
Year Year

4/11/17

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ATTACHMENT 3
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ LaGov Number:	4400022158
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	

DUNS Registration Information: http://fedgov.dnb.com/webform OR 1-866-705-5711
Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive $25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

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LaGov No. 4400022158

EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

CASRN	Analyte Code	Parameter	Reporting Limit (ug/L)
METALS ANALYTE LIST			
Metals by ICP, per metal - EPA Method 200.7			
7429-90-5	1000	Aluminum	100
7440-36-0	1005	Antimony	6.0
7440-38-2	1010	Arsenic	10
7440-39-3	1015	Barium	1.0
7440-41-7	1020	Beryllium	1.0
7440-43-9	1030	Cadmium	1.0
7440-70-2	1035	Calcium	1000
7440-47-3	1040	Chromium	5.0
7440-48-4	1050	Cobalt	5.0
7440-50-8	1055	Copper	10
7439-89-6	1070	Iron	20
7439-92-1	1075	Lead	10
7439-95-4	1085	Magnesium	1000
7439-96-5	1090	Manganese	10
7439-98-7	1100	Molybdenum	20
7440-02-0	1105	Nickel	5.0
7440-09-7	1125	Potassium	1000
7782-49-2	1140	Selenium	30
	1990	Silica as SiO2	1000
7440-22-4	1150	Silver	10
7440-23-5	1155	Sodium	1000
7440-28-0	1165	Thallium	30
7440-62-2	1185	Vanadium	5.0
7440-66-6	1190	Zinc	20
Metals by ICP/MS, per metal - EPA Method 200.8			
7429-90-5	1000	Aluminum	100
7440-36-0	1005	Antimony	1.0
7440-38-2	1010	Arsenic	1.0
7440-39-3	1015	Barium	1.0
7440-41-7	1020	Beryllium	1.0
7440-43-9	1030	Cadmium	1.0
7440-70-2	1035	Calcium	1000
7440-47-3	1040	Chromium	1.0
7440-48-4	1050	Cobalt	1.0
7440-50-8	1055	Copper	1.0
7439-89-6	1070	Iron	20
7439-92-1	1075	Lead	1.0
7439-95-4	1085	Magnesium	1000
7439-96-5	1090	Manganese	1.0
7439-98-7	1100	Molybdenum	1.0
7440-02-0	1105	Nickel	1.0
7440-09-7	1125	Potassium	1.0
7782-49-2	1140	Selenium	1.0
	1990	Silica as SiO2	1.0
7440-22-4	1150	Silver	1.0

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LaGov No. 4400022158

EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

7440-23-5	1155	Sodium	1000
7440-28-0	1165	Thallium	1.0
7440-62-2	1185	Vanadium	1.0
7440-66-6	1190	Zinc	5.0
ORGANIC ANALYTE LISTS			
Semivolatiles			
120-82-1	5155	1,2,4-Trichlorobenzene	10
88-06-2	6840	2,4,6-Trichorophenol	20
120-83-2	6000	2,4 Dichorophenol	20
105-67-9	6130	2,4-Dimethylphenol	20
51-28-5	6175	2,4-Dinitrophenol	20
121-14-2	6185	2,4-Dinitrotoluene	10
606-20-2	6190	2,6-Dinitrotoluene	10
91-58-7	5795	2-Chloronaphthalene	10
95-57-8	5800	2-Chlorophenol	20
534-52-1	6360	2-methyl-4,6-Dinitrophenol	20
88-75-5	6490	2-Nitrophenol	20
91-94-1	5945	3,3'-Dichlorobenzidine	10
101-55-3	5660	4-Bromophenyl phenyl ether	10
59-50-7	5700	4-Chloro-3-methylphenol	20
7005-72-3	5825	4-Chlorophenyl phenyl ether	10
100-02-7	6500	4-Nitrophenol	20
83-32-9	5500	Acenaphthene	10
208-96-8	5505	Acenaphthylene	10
120-12-7	5555	Anthracene	10
92-87-5	5595	Benzidine	20
56-55-3	5575	Benzo(a)anthracene	10
50-32-8	5580	Benzo(a)pyrene	10
205-99-2	5585	Benzo(b)fluoranthene	10
191-24-2	5590	Benzo(g,h,i)perylene	10
207-08-9	5600	Benzo(k)fluoranthene	10
111-91-1	5760	Bis(2-chloroethoxy)methane	10
111-44-4	5765	Bis(2-chloroethyl)ether	10
108-60-1	5780	Bis(2-chloroisopropyl)ether	10
117-81-7	6065	Bis(2-ethylhexyl)phthalate	10
85-68-7	5670	Butylbenzylphthalate	10
218-01-9	5855	Chrysene	10
84-74-2	5925	Di-n-butylphthalate	10
117-84-0	6200	Di-n-octylphthalate	10
53-70-3	5895	Dibenz(a,h)anthracene	10
84-66-2	6070	Diethylphthalate	10
131-11-3	6135	Dimethylphthalate	10
206-44-0	6265	Fluoranthene	10
86-73-7	6270	Fluorene	10
118-74-1	6275	Hexachlorobenzene	10
87-68-3	4835	Hexachlorobutadiene	10
77-47-4	6285	Hexachlorcyclopentadiene	10
67-72-1	4840	Hexachloroethane	10

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

193-39-5	6315	Indeno(1,2,3-cd)pyrrene	10
78-59-1	6320	Isophorone	10
62-75-9	6530	N-Nitrosodimethylamine	10
86-30-6 / 122-39-4	6535 / 6205	N-Nitrosodiphenylamine/ Diphenylamine	10
621-64-7	6545	N-Nitroso-di-n-propylamine	10
91-20-3	5005	Napthalene	10
98-95-3	5015	Nitrobenzene	10
87-86-5	6605	Pentachlorophenol	20
85-01-8	6615	Phenanthrene	10
108-95-2	6625	Phenol	20
129-00-0	6665	Pyrene	10
Pesticides			
72-54-8	7355	4,4'-DDD	0.4
72-55-9	7360	4,4'-DDE	0.4
50-29-3	7365	4,4'-DDT	0.4
309-00-2	7025	Aldrin	0.4
319-84-6	7110	alpha BHC	0.4
319-85-7	7115	beta BHC	0.4
5103-71-9	7240	alpha Chlordane	0.4
5103-74-2	7245	gamma Chlordane	0.4
57-74-9	7250	Chlordane	2.0
319-86-8	7105	delta BHC	0.4
60-57-1	7470	Dieldrin	0.4
959-98-8	7510	Endosulfan I	0.4
33213-65-9	7515	Endosulfan II	0.4
1031-07-8	7520	Endosulfan Sulfate	0.4
72-20-8	7540	Endrin	0.4
7421-93-4	7530	Endrin Aldehyde	0.4
53494-70-5	7535	Endrin Ketone	0.4
58-89-9	7120	gamma BHC	0.2
72-43-5	7810	Methoxychlor	0.5
76-44-8	7685	Heptachlor	0.05
1024-57-3	7690	Heptachlor epoxide	0.2
8001-35-2	8250	Toxaphene	3.0
PCBs			
12674-11-2	8880	PCB 1016	0.5
11104-28-2	8885	PCB 1221	0.5
11141-16-5	8890	PCB 1232	0.5
53469-21-9	8895	PCB 1242	0.5
12672-29-6	8900	PCB 1248	0.5
11097-69-1	8905	PCB 1254	0.5
11096-82-5	8910	PCB 1260	0.5

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

ORGANIC ANALYTE LISTS			
CASRN	**Analyte Code**	**Parameter**	**Method**
Volatiles			
71-55-6	5160	1,1,1-trichloroethane	EPA 601/602 or EPA 624
79-34-5	5110	1,1,2,2-tetrachloroethane	EPA 601/602 or EPA 624
79-00-5	5165	1,1,2-trichloroethane	EPA 601/602 or EPA 624
75-34-3	4630	1,1-dichloroethane	EPA 601/602 or EPA 624
75-35-4	4640	1,1-dichloroethene	EPA 601/602 or EPA 624
95-50-1	4610	1,2-dichlorobenzene	EPA 601/602 or EPA 624
107-06-2	4635	1,2-dichloroethane	EPA 601/602 or EPA 624
78-87-5	4655	1,2-dichloropropane	EPA 601/602 or EPA 624
541-73-1	4615	1,3-dichlorobenzene	EPA 601/602 or EPA 624
106-46-7	4620	1,4-dichlorobenzene	EPA 601/602 or EPA 624
71-43-2	4375	Benzene	EPA 601/602 or EPA 624
75-27-4	4395	Bromodichloromethane	EPA 601/602 or EPA 624
75-25-2	4400	Bromoform	EPA 601/602 or EPA 624
74-83-9	4950	Bromomethane	EPA 601/602 or EPA 624
56-23-5	4455	Carbon tetrachloride	EPA 601/602 or EPA 624
108-90-7	4475	Chlorobenzene	EPA 601/602 or EPA 624
75-00-3	4485	Chloroethane	EPA 601/602 or EPA 624
67-66-3	4505	Chloroform	EPA 601/602 or EPA 624
74-87-3	4960	Chloromethane	EPA 601/602 or EPA 624
10061-01-5	4680	cis-1-3-dichloropropene	EPA 601/602 or EPA 624
124-48-1	4575	Dibromochloromethane	EPA 601/602 or EPA 624
100-41-4	4765	Ethylbenzene	EPA 601/602 or EPA 624
1634-04-4	5000	Methyl-t-butyl ether	EPA 601/602 or EPA 624
75-09-2	4975	Methylene chloride	EPA 601/602 or EPA 624
95-47-6	5250	o-Xylene	EPA 624
XYLENESMP	5240	p&m-Xylenes	EPA 624
100-42-5	5100	Styrene	EPA 624
127-18-4	5115	Tetrachloroethene	EPA 601/602 or EPA 624
108-88-3	5140	Toluene	EPA 601/602 or EPA 624
156-60-5	4700	trans-1,2-dichlorethene	EPA 601/602 or EPA 624
10061-02-6	4685	trans-1,3-dichloropropene	EPA 601/602 or EPA 624
79-01-6	5170	Trichloroethene	EPA 601/602 or EPA 624
75-69-4	5175	Trichlorofluoromethane	EPA 601/602 or EPA 624
75-01-4	5235	Vinyl chloride	EPA 601/602 or EPA 624

Volatiles by GC/MS		
CASRN	**Analyte Code**	**Analysis/Analyte**
71-55-6	5160	1,1,1-trichloroethane
79-00-5	5165	1,1,2-trichloroethane
75-35-4	4640	1,1-dichloroethene
120-82-1	5155	1,2,4-trichlorobenzene
95-50-1	4610	1,2-dichlorobenzene
107-06-2	4635	1,2-dichloroethane
78-87-5	4655	1,2-dichloropropane
106-46-7	4620	1,4-dichlorobenzene
71-43-2	4375	Benzene

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EXHIBIT 1

Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additonal analytes must also have LELAP accreditation. Analyte lists may vary by project.

75-27-4	4395	Bromodichloromethane
75-25-2	4400	Bromoform
56-23-5	4455	Carbon tetrachloride
108-90-7	4475	Chlorobenzene
67-66-3	4505	Chloroform
156-59-2	4645	cis-1,2-diclhloroethene
124-48-1	4575	Dibromochloromethane
100-41-4	4765	Ethylbenzene
1634-04-4	5000	Methyl-t-butyl ether
75-09-2	4975	Methylene chloride
95-47-6	5250	o-Xylene
XYLENESMP	5240	p&m-Xylenes
100-42-5	5100	Styrene
127-18-4	5115	Tetrachloroethene
108-88-3	5140	Toluene
156-60-5	4700	trans-1,2-dichlorethene
79-01-6	5170	Trichloroethene
75-01-4	5235	Vinyl chloride

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
METALS/INORGANICS		
Metals by ICP, per metal		
7440-36-0	1005	Antimony
7440-38-2	1010	Arsenic
7440-39-3	1015	Barium
7440-41-7	1020	Beryllium
7440-43-9	1030	Cadmium
7440-47-3	1040	Chromium
7440-48-4	1050	Cobalt
7440-50-8	1055	Copper
7439-92-1	1075	Lead (inorganic)
7440-02-0	1105	Nickel
7782-49-2	1140	Selenium
7440-22-4	1150	Silver
7440-28-0	1165	Thallium
7440-62-2	1185	Vanadium
7440-66-6	1190	Zinc
Metals by ICP/MS, per metal		
7440-36-0	1005	Antimony
7440-38-2	1010	Arsenic
7440-39-3	1015	Barium
7440-41-7	1020	Beryllium
7440-43-9	1030	Cadmium
7440-47-3	1040	Chromium
7440-48-4	1050	Cobalt
7440-50-8	1055	Copper
7439-92-1	1075	Lead (inorganic)
7440-02-0	1105	Nickel
7782-49-2	1140	Selenium
7440-22-4	1150	Silver
7440-28-0	1165	Thallium
7440-62-2	1185	Vanadium
7440-66-6	1190	Zinc
ORGANICS		
Purgeable Halogenated & Aromatics (GC)		
71-43-2	4375	Benzene
100-41-4	4765	Ethyl benzene
108-88-3	5140	Toulene
95-47-6	5250	Xylene(mixed) (o-oxlene)
	5240	Xylene(mixed) (m&p - xylenes)

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
Volatiles by GC/MS		
67-64-1	4315	Acetone
71-43-2	4375	Benzene
75-27-4	4395	Bromodichloromethane
75-25-2	4400	Bromoform
74-83-9	4950	Bromomethane
75-15-0	4450	Carbon Disulfide
56-23-5	4455	Carbon Tetrachloride
108-90-7	4475	Chlorobenzene
124-48-1	4575	Chlorodibromomethane
75-00-3	4485	Chloroethane (Ethylchloride)
67-66-3	4505	Chloroform
74-87-3	4960	Chloromethane
96-12-8	4570	Dibromo-3-chloropropane,1,2-
106-93-4	4585	Dibromoethane, 1,2-
95-50-1	4610	Dichlorobenzene,1,2-
541-73-1	4615	Dichlorobenzene,1,3-
106-46-7	4620	Dichlorobenzene,1,4-
75-34-3	4630	Dichloroethane,1,1-
107-06-2	4635	Dichloroethane,1,2-
75-35-4	4640	Dichloroethene,1,1-
156-59-2	4645	Dichloroethene,cis,1,2-
156-60-5	4700	Dichloroethene,trans,1,2-
78-87-5	4655	Dichloropropane,1,2-
542-75-6	4675	Dichloropropene,1,3-
100-41-4	4765	Ethyl benzene
78-83-1	4875	Isobutyl alcohol
75-09-2	4975	Methylene chloride
78-93-3	4410	Methyl ethyl ketone
108-10-1	4995	Methyl isobutyl ketone
1634-04-4	5000	MTBE (methyl tert-butyl ether)
91-20-3	5005	Naphthalene
100-42-5	5100	Styrene
630-20-6	5105	Tetrachloroethane,1,1,1,2-
79-34-5	5110	Tetrachloroethane,1,1,2,2-
127-18-4	5115	Tetrachloroethylene
108-88-3	5140	Toluene
71-55-6	5160	Trichloroethane,1,1,1-
79-00-5	5165	Trichloroethane,1,1,2-
79-01-6	5170	Trichloroethene
75-69-4	5175	Trichlorofluoromethane
75-01-4	5235	Vinyl chloride
95-47-6	5250	Xylene(mixed) (o-oxlene)
	5240	Xylene(mixed) (m&p - xylenes)

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
Semivolatiles (Base Neutrals & Acids) by GC/MS		
83-32-9	5500	Acenaphthene
208-96-8	5505	Acenaphthylene
62-53-3	5545	Aniline
120-12-7	5555	Anthracene
56-55-3	5575	Benz(a)anthracene
50-32-8	5580	Benzo(a)pyrene
205-99-2	5585	Benzo(b)fluoranthene
207-08-9	5600	Benzo(k)fluoranthene
92-52-4	5640	Biphenyl,1,1'-
111-44-4	5765	Bis(2-chloroethyl)ether
108-60-1	5780	Bis(2-chloroisopropyl)ether
117-81-7	6065	Bis(2-ethyl-hexyl)phthalate
85-68-7	5670	Butyl benzyl phthalate
106-47-8	5745	Chloroaniline,p-
91-58-7	5795	Chloronaphthalene,2-
95-57-8	5800	Chlorophenol,2-
218-01-9	5855	Chrysene
53-70-3	5895	Dibenz(a,h)anthracene
132-64-9	5905	Dibenzofuran
91-94-1	5945	Dichlorobenzidine,3,3'-
120-83-2	6000	Dichlorophenol,2,4-
84-66-2	6070	Diethylphthalate
105-67-9	6130	Dimethylphenol,2,4-
131-11-3	6135	Dimethylphthalate
117-84-0	6200	Di-n-octylphthalate
99-65-0	6160	Dinitrobenzene,1,3-
51-28-5	6175	Dinitrophenol,2,4-
121-14-2	6185	Dinitrotoluene,2,4-
606-20-2	6190	Dinitrotoluene,2,6-
206-44-0	6265	Fluoranthene
86-73-7	6270	Fluorene
118-74-1	6275	Hexachlorobenzene
87-68-3	4835	Hexachlorobutadiene
77-47-4	6285	Hexachlorocyclopentadiene
67-72-1	4840	Hexachloroethane
193-39-5	6315	Indeno(1,2,3-cd)pyrene
78-59-1	6320	Isophorone
91-57-6	6385	Methylnaphthalene,2-
88-74-4	6460	Nitroaniline,2-
99-09-2	6465	Nitroaniline,3-
100-01-6	6470	Nitroaniline,4-
98-95-3	5015	Nitrobenzene
100-02-7	6500	Nitrophenol,4-
621-64-7	6545	Nitrosodi-n-propylamine,n-

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
86-30-6	6535	N-nitrosodiphenylamine
87-86-5	6605	Pentachlorophenol
85-01-8	6616	Phenanthrene
108-95-2	6625	Phenol
129-00-0	6665	Pyrene
95-94-3	6715	Tetrachlorobenzene,1,2,4,5-
58-90-2	6735	Tetrachlorophenol,2,3,4,6-
120-82-1	5155	Trichlorobenzene,1,2,4-
95-95-4	6835	Trichlorophenol,2,4,5-
88-06-2	6840	Trichlorophenol,2,4,6-
Volatile Petroleum Hydrocarbons (VPH) by GC or GC/MS		
	5301	Aliphatics C5-C8
	5302	Aliphatics >C8-C10
	5310	Aromatics >C8-C10
Extractable Petroleum Hydrocarbons (EPH)		
	6211	Aliphatics >C10-C12
	6212	Aliphatics >C12-C16
	9677	Aliphatics >C16-C35
	6224	Aromatics >C10-C12
	6226	Aromatics >C12-C16
	6228	Aromatics >C16-C21
	9683	Aromatics >C21-C35
Organochlorine Pesticides		
309-00-2	7025	Aldrin
57-74-9	7250	Chlordane
72-54-8	7355	DDD
72-55-9	7360	DDE
50-29-3	7365	DDT
60-57-1	7470	Dieldrin
959-98-8	7510	Endosulfan I
33213-65-9	7515	Endosulfan II
72-20-8	7540	Endrin
76-44-8	7685	Heptachlor
1024-57-3	7690	Heptachlor epoxide
319-84-6	7110	Hexachlorocyclohexane,alpha
319-85-7	7115	Hexachlorocyclohexane,beta
58-89-9	7120	Hexachlorocyclohexane,gamma
72-43-5	7810	Methoxychlor
8001-35-2	8250	Toxaphene

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EXHIBIT 2

Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.2 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte
Polychlorinated Biphenyls (PCBs) by GC		
12674-11-2	8880	Aroclor 1016
11104-28-2	8885	Aroclor 1221
11141-16-5	8890	Aroclor 1232
53469-21-9	8895	Aroclor 1242
12672-29-6	8900	Aroclor 1248
11097-69-1	8905	Aroclor 1254
11096-82-5	8910	Aroclor 1260
Herbicides		
88-85-7	8620	Dinoseb
Polynuclear Aromatic Hydrocarbons by HPLC		
83-32-9	5500	Acenaphthene
208-96-8	5505	Acenaphthylene
120-12-7	5555	Anthracene
56-55-3	5575	Benzo(a)anthracene
50-32-8	5580	Benzo(a)pyrene
205-99-2	5585	Benzo(b)fluoranthene
207-08-9	5600	Benzo(k)fluoranthene
218-01-9	5855	Chrysene
53-70-3	5895	Dibenz(a,h) anthracene
206-44-0	6265	Fluoranthene
86-73-7	6270	Fluorene
193-39-5	6315	Indeno(1,2,3-cd) pyrene
85-01-8	6615	Phenanthrene
129-00-0	6665	Pyrene
Dioxins and Furans		
1746-01-6	9618	2,3,7,8-TCDD
40321-76-4	9540	1,2,3,7,8-PeCDD
39227-28-6	9453	1,2,3,4,7,8-HxCDD
57653-85-7	9456	1,2,3,6,7,8-HxCDD
19408-74-3	9459	1,2,3,7,8,9-HxCDD
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD
3268-87-9	9519	OCDD
51207-31-9	9612	2,3,7,8-TCDF
57117-41-6	9543	1,2,3,7,8-PeCDF
57117-31-4	9549	2,3,4,7,8-PeCDF
70648-26-9	9471	1,2,3,4,7,8-HxCDF
57117-44-9	9474	1,2,3,6,7,8-HxCDF
60851-34-5	9480	2,3,4,6,7,8-HxCDF
72918-21-9	9477	1,2,3,7,8,9-HxCDF
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF
39001-02-0	9516	OCDF

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Exhibit 3

Analyte Lists for Attachment 2, Schedule of Prices C

Note: LDEQ requires additional analytes that are not listed in the original reference methods. LELAP accreditation is required for the additional analytes. Analyte lists may vary by project.

DIOXINS and FURANS for EPA 1613			
CASRN	**Analyte Code**	**Parameter**	**Reporting Limit for Water (pg/L)**
1746-01-6	9618	2,3,7,8-TCDD	0.847
40321-76-4	9540	1,2,3,7,8-PeCDD	1.53
39227-28-6	9453	1,2,3,4,7,8-HxCDD	3.81
57653-85-7	9456	1,2,3,6,7,8-HxCDD	2.97
19408-74-3	9459	1,2,3,7,8,9-HxCDD	1.58
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD	2.38
3268-87-9	9519	OCDD	6.27
51207-31-9	9612	2,3,7,8-TCDF	0.424
57117-41-6	9543	1,2,3,7,8-PeCDF	2.08
57117-31-4	9549	2,3,4,7,8-PeCDF	1.43
70648-26-9	9471	1,2,3,4,7,8-HxCDF	2.04
57117-44-9	9474	1,2,3,6,7,8-HxCDF	1.08
60851-34-5	9480	2,3,4,6,7,8-HxCDF	1.57
72918-21-9	9477	1,2,3,7,8,9-HxCDF	0.865
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF	1.55
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF	1.47
39001-02-0	9516	OCDF	3.85
CASRN	**Analyte Code**	**Parameter**	**Reporting Limit for Tissue (pg/g)**
1746-01-6	9618	2,3,7,8-TCDD	0.047
40321-76-4	9540	1,2,3,7,8-PeCDD	0.128
39227-28-6	9453	1,2,3,4,7,8-HxCDD	0.141
57653-85-7	9456	1,2,3,6,7,8-HxCDD	0.08
19408-74-3	9459	1,2,3,7,8,9-HxCDD	0.124
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD	0.121
3268-87-9	9519	OCDD	0.209
51207-31-9	9612	2,3,7,8-TCDF	0.07
57117-41-6	9543	1,2,3,7,8-PeCDF	0.095
57117-31-4	9549	2,3,4,7,8-PeCDF	0.143
70648-26-9	9471	1,2,3,4,7,8-HxCDF	0.1
57117-44-9	9474	1,2,3,6,7,8-HxCDF	0.118
60851-34-5	9480	2,3,4,6,7,8-HxCDF	0.067
72918-21-9	9477	1,2,3,7,8,9-HxCDF	0.148
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF	0.144
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF	0.145
39001-02-0	9516	OCDF	0.151

PCB Congeners (List of 12)			
CASRN	**Analyte Code**	**Parameter**	**Reporting Limit for Tissue (pg/g)**
32598-13-3	8965	PCB-77	0.052
70362-50-4	8970	PCB-81	0.029
32598-14-1	8985	PCB-105	2.28
74472-37-0	9005	PCB-114	0.16
31508-00-6	8995	PCB-118	4.551
65510-44-3	9000	PCB-123	0.122
57465-28-8	9015	PCB-126	0.085
38380-08-4	9050	PCB-156	0.44
69782-90-7	9045	PCB-157	0.19
52663-72-6	9055	PCB-167	0.304
32774-16-6	9060	PCB-169	0.087
39635-31-9	9085	PCB-189	0.182