

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**

**Third Party Liability Services (2021-2026)
Administered by the State of Georgia ("Lead State")**

Master Agreement Number: 99999-NVP-DCH0000120-0003 ("Master Agreement")

Accenture LLP ("Contractor")
500 W. Madison St. 21st FL
Chicago, IL 60661

And

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400036491

The following Services are included under this Participating Addendum and State Contract Number 4400036491:

- Third Party Liability (TPL) Commercial Billing Recoupment Service
- TPL Hospital/Physician Service
- TPL Care Management Organization Come Behind Service

1. Scope:

This Participating Addendum covers the Third Party Liability Services Master Agreement led by the State of Georgia for use by State Agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize State contracts.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts by State Agencies, Political Subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Term:

The term of this Participating Addendum and State Contract Number 4400036491 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through December 31, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400036491 may be extended in accordance with the terms and conditions of the Master Agreement.

4. **Non-Exclusive Contract:**

This Participating Addendum and State Contract Number 4400036491 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. **Primary Contacts:**

The following (or their named successors) are the primary contact individuals for this Participating Addendum:

Accenture LLP:

Name:	Terrence Westropp
Address:	500 W. Madison St. 21st FL Chicago, IL 60661
Telephone:	781-752-8368
Email:	terrence.j.westropp@accenture.com

State of Louisiana:

Name:	Felicia M. Sonnier, CPPB
Address:	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone:	(225) 342-8029
Fax:	(225) 342-9756
Email:	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

6. **Modifications to the Master Agreement and Additional Terms and Conditions:**

Changes modifying or supplementing the Master Agreement and any additional terms and conditions, if any, are included as Attachment A to this Participating Addendum, which is hereby incorporated by this reference. These modifications and/or additions apply only to actions and relationships with the Participating Entity and/or Purchasing Entities referenced under Paragraph 2 of this Participating Addendum.

7. **Statement of Work:**

A Statement of Work ("SOW") specific to the Participating Entity's engagement shall be executed by the Contractor and the Participating Entity. Upon execution, such SOW shall be incorporated into this Participating Addendum as Attachment B.

8. Louisiana Pricing Schedule ("LaPS") Contract:

State Contract Number 4400036491 has been designated as a Louisiana Pricing Schedule ("LaPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400036491.

9. Signature Authority:

Evidence of signature authority to contract with the State of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

10. Orders:

Any order placed by a Participating Entity or Purchasing Entity for a service available from this Participating Addendum and State Contract Number 4400036491 shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Unless expressly set forth herein, the Master Agreement referenced at the top of this Participating Addendum is incorporated herein by reference.

11. Entire Agreement

This Participating Addendum, together with its attachments, and the NASPO ValuePoint Master Agreement, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum, together with its attachments, and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum and its attachments or the NASPO ValuePoint Master Agreement and its exhibits, by any

subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum, including all Attachments (A and B), and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. In the event of a conflict between these documents, the order of precedence shall be: (1) this Participating Addendum; (2) Attachment B (Statement of Work); (3) Attachment A; and (4) the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Louisiana	Contractor: Accenture LLP
Signature: <i>Felicia M. Sommer, Deputy Director</i>	Signature: <i>terrence westropp</i> DocuSigned by: 36B443E20C6A423
Name: Amy L. Vincent <i>for</i>	Name: terrence westropp
Title: Director of State Procurement	Title: COO
Date: <i>8/26/2026</i>	Date: August 25, 2026

Attachment A
"Modifications to the Master Agreement and Additional Terms and Conditions"

A. Modifications:

No amendment or modification of the terms of this Participating Addendum 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 Participating Addendum is binding on any of the parties.

B. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

C. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400036491 by assignment, transfer or novation without prior written consent of the State. 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 State.

D. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 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 of Louisiana; (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.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 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 Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 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 Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 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. 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, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, 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 appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491; this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

E. Default of Contractor:

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491. Where the State has determined the Contractor to be in default, the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

F. Governing Law:

This Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 shall be governed by and interpreted in accordance

with the laws of the State of Louisiana; specifically, the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations and, to the extent applicable, the Information Technology Procurement Code (La. R.S. 39:196-200) and its corresponding rules and regulations.

Venue of any action for judicial review brought with regard to this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, after exhaustion of administrative remedies, shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana, which shall exercise its appellate jurisdiction in accordance with the Louisiana Procurement Code.

G. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

H. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A - Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

I. Late Payments:

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

J. Prohibition Against Advance Payments:

No compensation or payment of any nature shall be made in advance of the delivery of the contract commodities or in advance of services actually performed, unless allowed by law or otherwise stated herein.

K. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

L. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, shall be resolved by the provisions of La. R.S. 39:1671-1673, as applicable.

M. 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 Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491.

N. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number

4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 for a period of five years from the date of final payment made under this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

O. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 for a period of at least five years after final payment.

P. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State and/or the Louisiana State Inspector General when requested. This applies even if this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

Q. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

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 Participating Addendum and State Contract Number 4400036491 and debarment from future contracts.

R. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

S. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491.

T. 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 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 Participating Addendum, 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 Participating Addendum and State Contract Number 4400036491 based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to terminate this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491, if this certification is subsequently determined to be false, or if the certification is no longer true.

U. 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 Participating Addendum and State Contract Number 4400036491.

V. Insurance Requirements:

The Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400036491 or any purchase order issued pursuant to State Contract Number 4400036491.

W. Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491.

The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, the Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State

in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action no later than six months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the purchase order issued pursuant to State Contract Number 4400036491. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Participating Addendum, State Contract Number 4400036491, or any purchase order issued pursuant to State Contract Number 4400036491. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all claims against the Contractor, except for the Contractor's obligations of IP indemnification, third-party indemnification claims arising from the Contractor's negligence, breach of obligations relating to Confidential Information (other than Protected Health Information under HIPAA and Personally Identifiable Information), and acts of fraud, willful misconduct, or gross negligence, regardless of the basis on which the claim is made, the Contractor's sole liability will be for direct damages, not to exceed in the aggregate two times the maximum dollar amount of this Participating Addendum.

Nothing in this Participating Addendum excludes or limits the Contractor's liability to the State of Louisiana for: (i) fraud, willful misconduct, or gross negligence, (ii) death or bodily injury, (iii) unauthorized disclosure of Confidential Information (other than Protected Health Information under HIPAA and Personally Identifiable Information), (iv) the recovery of any state or federal Medicaid funds misallocated, paid erroneously, or lost due to Contractor error, and (v) any other liability which cannot lawfully be excluded or limited.

For all claims against the Contractor arising from breach of obligations relating to security incidents, data breach related to Protected Health Information under HIPAA and Personally Identifiable Information, the Contractor's sole liability will be for direct damages, not to exceed in the aggregate two times the maximum dollar amount of this Participating Addendum, together with:

- the cost of providing legally required notice of the breach to affected individuals;

- the cost of providing legally required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months;
- the costs of providing call center support for affected individuals for a specific period not to exceed 30 calendar days;
- the costs associated with computer forensic work required for security incident investigations.

Neither party will be liable for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

Attachment B

“Statement of Work”

1. Goal/ Purpose

The purpose of this Statement of Work (“SOW” “Contract”) is to provide for the implementation, maintenance, and operation of a Third Party Liability (TPL) System that includes Cost Avoidance, Post Payment Recovery/Health Insurance Billing and Recovery, Coordination of Benefits (CoB), Managed Care Entity (MCE) Come Behind Billing and Recovery, Credit Balance Audit, and Tort/Trauma/Estate Recovery Case Management System, on behalf of the Louisiana Department of Health (LDH), in accordance with Federal and State laws, rules, regulations, policies, procedures, manuals, and guidance and the State Plan.

2. Objectives

The Contractor, at a minimum, shall provide:

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

3. Definitions and Acronyms

3.1 Definitions

TERM	DEFINITION
Act 421 Children's Medicaid Option (Act 421)	The State Medicaid eligibility group that provides coverage for certain children with a disability residing in the community who would otherwise be eligible for the Louisiana Medicaid Program if they were in a medical institution.
Answer	On a telephone call, this refers to each caller who elects to speak with a live representative.
Agile	An umbrella term for a set of project management methodologies that helps teams provide quick responses to the unpredictable feedback received during a project. It creates opportunities to assess a project's direction during the implementation and make necessary changes to support priority and value outcomes. Agile methodologies share an emphasis on small teams delivering incremental value with great frequency while working in close collaboration with the customer to adapt to changing requirements.
Beneficiary	An individual who the State has determined is eligible to receive medical care, goods, or services through the Louisiana Medicaid Program.
Beneficiary Third Party Liability (BTPL)	Single consolidated reference of identified TPL for each beneficiary, previously Master Resource File.
Business Day	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State designated holidays.
Business Hours	8 A.M. to 5 P.M. Central Time on Business Days.
Calendar Day	All seven days of the week. Unless otherwise specified, the term "days" in this SOW refers to Calendar Days.
Can	Denotes an advisory or permissible action.
Carrier	An entity that administers Health Insurance.
Carrier Code	Unique identifier for a Carrier.
Cost Avoidance Verification (CAV) Card	The business rules governing a data match between a Beneficiary and a Health Insurance policy that enables the Louisiana Medicaid Program to deny Claims with reason of other coverage.
Centers for Medicare and Medicaid Services (CMS)	The organizational unit within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program under Title XXI of the Social Security Act.
Children's Health Insurance Program (CHIP)	A joint Federal-state program authorized in 1997 by Title XXI of the Social Security Act that provides medical assistance for low income children.

Churn	A process where records present on the BTPL are removed and added at a later date when the primary information in the re-added record does not indicate the TPL information is new or changed in any significant way from the original record.
Claim	(1) A bill for services, (2) a line item of service, or (3) all services for one Beneficiary within a bill.
Clearinghouse	A public or private entity that does either of the following: 1) Processes or facilitates the processing of information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction; 2) Receives a standard transaction from another entity and processes or facilitates the processing of information into nonstandard format or nonstandard data content for a receiving entity.
Commercial Insurance	Health Insurance that is not administered by a Federal or state governmental entity.
Contract Execution Date	The date upon which the Office of State Procurement (OSP) approves this Participating Addendum.
Contract Monitor	The person designated by LDH to be responsible for negotiating, administering, and enforcing the terms and conditions of this SOW and the primary point of contact through which all information and/or communication pertaining to this SOW shall flow between LDH and the Contractor.
Contractor	Accenture
Contractor Services	The work performed by the Contractor for the various projects (e.g., cost avoidance, billing, etc.) that produces the outcomes and deliverables set forth in this SOW.
Contractor System	Refers to the Contractor's proprietary Premium Identification, Evaluation, and Reimbursement Case Management System (PIER) and Provider Portal, and State specific inbound and outbound interfaces. The State retains no ownership interest in the Contractor Systems.
Coordination of Benefits (CoB)	The activities involved in the determination of liability of identified third parties to meet their legal obligation to pay Claims before the Louisiana Medicaid Program pays for covered services rendered to a Beneficiary.
Cost Avoidance	A method of paying Claims in which the Louisiana Medicaid Program does not reimburse the Provider until the Provider has demonstrated that all other available Health Insurance has been exhausted.

Cost Effective	The cost to the State is less to cover Health Insurance premium, out-of-pocket cost (co-pays, deductible), and administrative fees instead of paying Per Member Per Month (PMPM) rate for Beneficiaries.
Crowd-Out	When coverage provided under the Louisiana Medicaid Program is substituted for group Health Insurance.
Defense Enrollment Eligibility Reporting (DEERS)	A worldwide, computerized database of uniformed service members (sponsors), their family members, and others who are eligible for military benefits.
Denial	A return of a claim from a Carrier with an explanation of benefit (EOB) that denies payment of the submitted Claim.
DevOps	A set of practices that combines software development (Dev) and IT operations (Ops) with the aim to shorten the system development life cycle and provide continuous delivery with high software quality.
Emergency Update	An update necessary to correct the inability of a Beneficiary to receive covered services from a Provider because of incorrect TPL information on the BTPL or as otherwise determined by the State.
Emergent Situation	Any maintenance to a Contractor System that is necessary to avoid an immediate threat or instability to Contractor Systems and for which it may be impractical to provide prior notice to the State of such maintenance.
Encounter	Information relating to the receipt of any health care item(s) or service(s) by a Beneficiary through a Managed Care Entity.
Fee-for-Service (FFS)	A method of Provider reimbursement based on payments for specific covered services rendered.
Fiscal Agent (FA)	A financial institution that acts on behalf of the State to perform the lockbox function.
Fiscal Intermediary (FI)	The State's contractor responsible for an array of support services, including, but not limited to, maintenance and operations of the Medicaid Management Information System (MMIS), Claims and Encounter processing, and clinical prior authorizations.
Health Insurance	Any arrangement whereby an insurance company or other entity, including, but not limited to, a self-insured plan, group health plan as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974, employee welfare benefit plan, service benefit plan, for profit or nonprofit prepaid plan, managed care organization, and pharmacy benefit manager, is, by law, contract, or agreement, legally responsible for furnishing a health care item or service and/or for full or partial payment of a health care item or service.

Louisiana Children's Health Insurance Program (LaCHIP)	The State's CHIP program.
Louisiana Children's Health Insurance Program (LaCHIP) State Plan	The agreement between the State and CMS that specifies the groups of individuals to be covered, services to be provided, reimbursement methodologies, and other administrative activities for LaCHIP.
LaGov	The State's fully integrated system that includes Financials, Logistics, Human Resources Payroll and Business Intelligence.
Louisiana Medicaid Program	Refers to the State's Medicaid program and LaCHIP.
Louisiana Medicaid State Plan	The agreement between the State and CMS that specifies the groups of individuals to be covered, services to be provided, reimbursement methodologies, and other administrative activities for the State's Medicaid program.
Managed Care Entity (MCE)	A private entity that contracts with LDH to provide covered services to Beneficiaries in exchange for a monthly capitated amount per Beneficiary.
Managed Care Program	A managed care delivery system wherein covered services are provided through MCEs.
May	Denotes an advisory or permissible action.
Medicaid	A joint Federal-State program authorized in 1965 by Title XIX of the Social Security Act that provides medical assistance for low income individuals and families.
Medicare	The Federal program authorized in 1965 by Title XVIII of the Social Security Act that provides medical assistance to individuals 65 years of age and older and some individuals with disabilities under the age of 65 years of age.
Must	Denotes a mandatory requirement.
Operational Start Date	The first date on which the TPL Module operates as the system of record for Contractor Services.
Open Enrollment	The annual period when a policyholder can enroll, add/remove dependents, and/or otherwise change their Health Insurance selection for the next calendar year.
Overpayment	A payment that should not have been made or that was in excess of the amount that is allowable under the Louisiana Medicaid Program.
Pay and Chase	Circumstances under which the Louisiana Medicaid Program may pay a claim despite identified TPL and then seek to recoup that payment from the liable third party.
Per Member Per Month (PMPM)	Capitated rate paid to the MCEs for providing covered services to Enrollees.

Provider	Any individual or organization enrolled with LDH to provide covered services under the State Plan, or under a waiver of the State Plan.
Run-Out Period	Three month period after the end of this Participating Addendum term.
Shall	Denotes a mandatory requirement.
Should	Denotes a desirable action.
State	The State of Louisiana.
State Plan	Refers to the Louisiana Medicaid State Plan and the LaCHIP State Plan.
Third Party Liability (TPL)	The legal obligation of a third party, including, but not limited to, Health Insurance, entities, or programs, to pay all or part of the expenditures for medical assistance furnished under the State Plan.
Tort	Cost Recovery from Accident/Incidents in which a Third Party is responsible. Also referred to as Trauma, Subrogation, Estate Recovery, or Casualty.
Will	Denotes mandatory requirements.

3.2 Acronyms

ACRONYM	DEFINITION
ACA	Patient Protection and Affordable Care Act
API	Application Programming Interface
APIGW	Application Programming Interface Gateway
APM	Application Performance Monitoring
BCP	Business Continuity Plan
BRE	Business Rules Engine
BTPL	Beneficiary Third Party Liability
CC	Consumer Communications
CCB	Change Control Board
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
CoB	Coordination of Benefits
DCFS-CSE	Department of Children and Family Services-Child Support Enforcement
DDI	Design, Development, and Installation
DEERS	Defense Enrollment Eligibility Reporting
DOA	Division of Administration
DRP	Disaster Recovery Plan
DWH	Data Warehousing
EA	Enterprise Architecture
eBC/DR	Enterprise Business Continuity and Disaster Recovery
FA	Fiscal Agent

EDMS	Electronic Document Management System
ESB	Enterprise Service Bus
FFS	Fee-for-Service
FI	Fiscal Intermediary
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAM/SSO	Identity Access Management & Single Sign On
ITIL	Information Technology Information Library
IV&V	Independent Verification and Validation
JWT	JSON Web Tokens
LaCHIP	Louisiana Children's Health Insurance Program
LaHIPP	Louisiana Health Insurance Premium Payment Program
LaMEDS	Louisiana Medicaid Eligibility Determination System
LDH	Louisiana Department of Health
MCE	Managed Care Entity
MDM	Master Data Management
MES	Medicaid Enterprise System
MITA	Medicaid Information Technology Architecture
MRF	Master Resource File
MMIS	Medicaid Management Information System
OBC	Outcomes Based Certification
OHI	Other Health Insurance (See TPL)
OSP	Office of State Procurement
OTS	Office of Technology Services
PHI	Protected Health Information
PIER	Premium Identification Evaluation and Reimbursement
PIV	Payment Information Voucher
PMPM	Per Member Per Month
RAP	Rapid Action Plan
ROI	Return on Investment
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SAML	Security Assertion Markup Language
SDDC	Software Defined Data Center
SDLC	Software Development Lifecycle
SIEM	Security Information and Event Management
SI	System Integrator
SIT	System Integration Test
SLA	Service Level Agreement
T-MSIS	Transformed Medicaid Statistical Information System
TOGAF	The Open Group Architectural Framework
TPL	Third Party Liability
TTFB	Time to First Byte

4. Systems and Services

4.1 CMS Certified TPL System

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

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

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

Schedule of Events

Accenture will commence the transition on September 1, 2026. The transition period will be from September 1, 2026, through November 30, 2026. The contract services will commence on December 1, 2026. Contract duration is for transition period plus three years, with a contract end date of November 30, 2029. Execution of option years will be mutually agreed, in writing, by both parties 60 calendar days prior to the end of the term.

Transition: September 1, 2026 – November 30, 2026

Contract Year 1: December 1, 2026– November 30, 2027

Contract Year 2: December 1, 2027– November 30, 2028

Contract Year 3: December 1, 2028–November 30, 2029

Option Year 1: December 1, 2029–November 30, 2030

Option Year 2: December 1, 2030–November 30, 2031

Contractor Assumptions:

- LDH's Medicaid population is roughly 1.3 million Louisiana beneficiaries. This number will continue to fluctuate in accordance with the need of Louisiana citizens, as well as federal and state laws, regulations, and policies.
- Cost Avoidance: LDH will provide the Contractor with the Medicaid Eligibility File for existing Medicaid beneficiaries and the current TPL Master Resource File (MRF).
 - LDH will assist in obtaining top insurance carriers eligibility files.
- Post Payment: LDH will provide the Contractor with the Medicaid Eligibility File for the past 3 years and the Medicaid All Claims pay file for the past 3 years.

- Come Behind: LDH will provide the Contractor with a file containing all recovered claims or claims where recovery is being pursued by the outgoing vendor for the past 3 years to reduce duplicate billings.
- Medicare Recoupment: LDH will provide the Contractor with the Medicare Eligibility file.
- LDH will provide the Contractor with the necessary access to Bank Portal and process for retrieving supporting documentation to post recoveries.
- LDH will provide the Contractor the necessary MMIS Access to perform the required service.
- Business Hours for the Customer Service are Monday – Friday, 8:00am – 5:00pm (central time).

4.2 Cost Avoidance Program

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

4.2.1. Contractor Responsibilities

At a minimum, the Contractor shall:

- Build and maintain a comprehensive Third-Party Liability Database/File that shall contain verified, up-to-date TPL information for Beneficiaries. Data requirements and file specifications will be agreed upon by the State and the Contractor during project initiation. While the Contractor may propose alternative options for meeting data requirements and file specifications, the State reserves final decision-making authority with respect to data requirements and file specifications.
- Migrate and revalidate the existing Master Resource File (MRF).
- Verify the accuracy of all TPL information submitted directly to the Contractor by the State, Providers, MCEs, or other State-approved sources within 10 Business Days of receipt.
- Include all verified TPL information received from the State, Providers, MCEs, or other State-approved sources in the MRF within one Business Day of verification.
- Utilize data obtained via the Carrier and Clearinghouse interfaces to conduct a data match with Louisiana Medicaid Program data to identify and add or update TPL information on the MRF. The data match shall be performed on a schedule consistent with the Contractor's receipt of files from each Carrier or Clearinghouse.
 - Submit data match criteria to the State for review and approval prior to initiating the data match process. The Contractor will review the CAV Card with LDH during implementation, annually during Operations Phase, and as requested by the State.
 - Perform data matches with other State agencies and/or Medicare, as directed by the State.
 - Maintain data match agreements with all Carriers collectively comprising 95% of the lives in Louisiana within 90 Calendar Days of the Contract Execution Date.
- Not delete any records from the MRF without prior written approval from the State.
- Complete all Emergency Updates in Contractor system within one Business Day of receipt.

- Perform Carrier Code updates and consolidations and any other requested file clean up as directed by the State. Notify the State within one Business Day of any Carrier Code additions and/or updates required to process the nightly MRF update.
- Maintain an Audit History Table, to be stored in a table and published in the TPL Portal, in a format approved by the State, of all additions, modifications, updates, and deletions to the BTPL, including, but not limited to:
 1. The purpose of the update and initiator code;
 2. The date the data was received;
 3. The details of the addition, modification, update, or logical deletion; and
 4. The date the data was sent to the State and published to MRF.
- Make the Audit History Table available in the TPL Portal.
- Develop and implement a process approved by the State to ensure the MRF is complete and prevents Churn within 90 Calendar Days of the Contract Execution Date.
- Develop and maintain a comprehensive Carrier Code file, including consolidations where required.
- Develop and maintain a comprehensive Scope of Coverage file.
- Develop and implement a comprehensive MRF quality assurance program, which shall be submitted to the State for review and approval within 90 Calendar Days of the Contract Execution Date.
- Build and maintain a comprehensive MRF, Carrier Code file, and Scope of Coverage file.
- By Operational Start Date, provide 36 months of verified TPL information obtained through data match agreements with Carriers and Clearinghouses for Louisiana residents to the State for access via a secure web portal that should be continuously updated with most up to date information as possible.

4.2.2. Measures

The Contractor shall provide the:

- Number of additions, updates, and deletions per month, by scope of coverage, including separately those not transmitted to the State within 30 Calendar Days of verification of the TPL information. Additions, updates, and deletions shall be reported separately.
- Number of external source updates received per month, including separately those not processed within seven and 10 Business Days.
- Number of Emergency Updates not requiring a Carrier Code change per month, including separately those not processed within one Business Day.

4.3 Post Payment Recovery/ Health Insurance Billing and Recovery Program

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

4.3.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Conduct a data match with Louisiana Medicaid Program data utilizing data obtained via the Carrier and Clearinghouse interfaces, to identify and add or update TPL and pursue recovery. The data match shall be performed on a schedule consistent with the Contractor's receipt of files from each Carrier.
 - Submit data match criteria to the State for review and approval prior to initiating the data match process.
 - Perform data matches with other State agencies or Medicare, where feasible, as directed by the State.
 - Maintain data match agreements with Carriers collectively comprising 95% of the lives in Louisiana within 90 Calendar Days of the Contract Execution Date.
- Issue billings to Carriers, except Medicare, for all Claims adjudicated for payment prior to inclusion of the TPL information on the BTPL within 60 Calendar Days of the end of the month in which the TPL is identified, in accordance with 42 CFR 433.139 and the State Plan.
- Issue billings to Carriers, except Medicare, for all Pay and Chase Claims within 60 Calendar Days of the end of the month in which the claim is paid, in accordance with 42 CFR 433.139 and the State Plan.
- Pursue follow-up on uncollected Claims within six months of the date the initial billings for such Claims were issued.
- Resolve (review claim status, follow up with Carrier(s), confirm adjudication status) 90% of Claims within 90 Calendar Days of the follow up date. 90% is measured as the total number of Claims resolved divided by the total number of Claims billed.
- Develop and implement a collections/recovery process for seeking maximum reimbursement from liable third parties, including Medicare, or directly from Providers for the Louisiana Medicaid Program for both Fee-for-Service (FFS) and MCE Beneficiaries.
- Create, generate, and submit to the State and/or its designee(s) recovery files in the format specified by the State utilizing the State's file and data transfer systems. Recovery files shall be submitted on a schedule approved by the State for both FFS and MCE.
 - Recoveries submitted on the file must identify the payer (FFS or MCE), Provider, Beneficiary, and service for which it was obtained. The Contractor shall not apply MCE Come Behind recoveries to the FFS recovery file.
- Review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or its designee(s). The Contractor has three Business Days to report the cause of the issue and five Business Days to submit a corrective action plan to the State.
- Augment the FI's monthly Medicare recovery efforts to ensure compliance with Federal and State laws, rules, regulations, policies, procedures, manuals, and guidance.
 - Access to Medicare recovery data will be coordinated by the State to ensure non-duplication and timely filing assurance.
- Initiate collection activities for Commercial Insurance within 60 Calendar Days of the end of the month in which the identification of a potentially liable third-party resource occurs.

- Follow-up on outstanding accounts receivables within, at the most, six months after the Contractor's initial billings to Carriers.
- Successfully submit recovery files to the State. The Contractor shall review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or FI.
- Ensure recoveries submitted on the file are accurate to the payer (FFS or MCE), Provider, Beneficiary, and service for which the recovery was obtained. The Contractor shall not apply MCE Come Behind recoveries to the FFS recovery file.
- Work to maximize State recoveries in compliance with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance.

4.3.2 Measures

The Contractor shall provide the:

- Number of Claims and total dollar amount initially billed per Carrier and/or Provider per month for Claims adjudicated for payment prior to inclusion of the TPL information on the BTPL, including separately those initially billed more than 60 Calendar Days after the end of the month in which the TPL was identified.
- Number of Claims and total dollar amount initially billed per month for Pay and Chase Claims, including separately those initially billed more than 60 Calendar Days after the end of the month in which the claim was paid.
- Number of Claims and total dollar amount collected for Claims adjudicated for payment prior to inclusion of the TPL information on the MRF per Carrier per month.
- Number of Claims and total dollar amount collected for Pay and Chase Claims per month.
- Number of Claims and total dollar amount resolved per Carrier per month, including separately those initially billed more than nine months prior to resolution.
- Number of Claims and total dollar amount uncollected per Carrier per month, including separately those initially billed more than six months prior.
- Number of Claims and total dollar amount of denied recoveries per Carrier per month, stratified by denial reason.

4.4. Managed Care Entity Come Behind Billing and Recovery Program

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

4.4.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Conduct a data match with Louisiana Medicaid Program data to identify and add or update TPL and pursue recovery, utilizing data obtained via the Carrier and Clearinghouse interfaces. The data match shall be performed on a schedule consistent with the Contractor's receipt of files from each Carrier.

- o Data match criteria shall be submitted to the State for review and approval prior to initiating the data match process. The Contractor will review the CAV Card with LDH during implementation, annually during Operations Phase, and as requested by the State.
 - o Perform data matches with other State agencies or Medicare, where feasible, as directed by the State.
 - o Maintain data match agreements with Carriers collectively comprising 95% of the lives in Louisiana within 90 Calendar Days of the Contract Execution Date.
- Issue billings to Carriers, except Medicare, for all Encounters adjudicated for payment prior to inclusion of the TPL information on the BTPL that are not recovered by the MCEs within 365 Calendar Days from the date the claim was submitted.
- Pursue follow-up on uncollected Encounters within six months of the date the initial billings for such Encounters were issued.
- Create, generate, and submit to the State or its designee(s) recovery files in the format specified by the State. Recovery files shall be submitted on a schedule approved by the State for both FFS and MCE.
 - o Recoveries submitted on the file must be accurate to the payer (FFS or MCE), Provider, Beneficiary, and service for which it was obtained. The Contractor shall not apply FFS recoveries to the MCE Come Behind recovery file.
- Review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or its designee(s). The Contractor has three Business Days to report the cause of the issue and five Business Days to submit a corrective action plan to the State.
- Perform identification and collection activities for Commercial Insurance that are not recovered by the MCEs within 365 Calendar Days from the date of claim submission.
- Follow-up on outstanding accounts receivables within, at the most, six months after the Contractor's initial billings to Carriers.
- Successfully submit recovery files to the State. The Contractor shall review, correct, and resubmit any recovery file processing issues or data discrepancies reported by the State or FI.
- Submit accurate recoveries on the file in terms of the payer (FFS or MCE), Provider, Beneficiary, and service for which the recovery was obtained. The Contractor shall not apply FFS recoveries to the MCE Come Behind recovery file or MCE Come Behind Recoveries on the FFS recovery file.
- Work to maximize State recoveries in compliance with all State and Federal laws, rules, regulations, policies, procedures, manuals, and guidance.

4.4.2 Measures

The Contractor shall provide the:

- Number of Encounters and total dollar amount initially billed per Carrier per month for Encounters paid prior to inclusion of the TPL information on the MRF.
- Number of Encounters and total dollar amount collected per Carrier per month for Encounters paid prior to inclusion of the TPL information on the MRF.

- Number of Encounters and total dollar amount uncollected per Carrier per month, including separately those initially billed more than six months prior.
- Number of Encounters and total dollar amount resolved per Carrier per month, including separately those initially billed more than nine months prior to resolution.
- Number of Encounters and total dollar amount denied per Carrier per month, stratified by denial reason.

4.5. Credit Balance Audit Program

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

4.5.1 Contractor Responsibilities

At a minimum, the Contractor shall:

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

4.5.2 Measures

The Contractor shall provide the:

- Number and total dollar amount of Overpayments identified by month, for the calendar year to date.
- Number and total dollar amount of Overpayments collected, by month, for the calendar year to date.

4.6. Tort/Trauma/Estate Recovery Case Management System

Unless otherwise specified herein, the Contractor shall deploy a Tort/Trauma/Estate Recovery Case Management System by the Contract Start Date which will facilitate recovery of payments made by the Louisiana Medicaid Program for which a third party is liable.

4.6.1 Contractor System Capabilities

At a minimum, the Contractor's Tort/Trauma/Estate Recovery Case Management System shall be able to support:

- Identifying and supporting trauma/subrogation cases;
- Sending Tort/Trauma/Estate Recovery notices to liable third parties;

- Interfacing with LDH's claims payment system for a recovery process by identifying claims related to the Tort/Trauma/Estate Recovery case;
- Maintaining, tracking and reporting on subrogation cases using the case management solution;
- Providing subrogation communication portal;
- Reporting on the number of cases, total dollar amount of recovery, and status of cases by month, for the calendar year to date;
- Reporting on the number and total dollar amount of recoveries collected, by month, for the calendar year to date; and
- The Contactor shall provide a Subject Matter Expert (SME) to support LDH in their pursuit of Tort/Trauma/Estate Recovery System activities.

4.6.2 Measures

The Contractor shall provide:

- System Performance as specified in Technical Performance Measures.

4.7 Coordination of Benefits Program

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

4.7.1 Contractor Responsibilities

At a minimum, the Contractor shall:

- Actively identify, design, and implement solutions to identify and verify potential TPL for Beneficiaries.
 - The data must be searchable by Beneficiary's Social Security number and include the Beneficiary's Date of Birth (DOB), when available.
 - The data, connectivity, and delivery specifications shall be determined by collaboration between the State and the Contractor and shall be an on-going process throughout the term of this Contract.

4.7.2 Measures

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

4.8 Interface Requirements

The Contractor shall take all steps necessary, as determined by the State, to ensure that the Contractor System interfaces with State IT applications. The Contractor interface connections with the State or other State vendors shall be established, monitored, and maintained in compliance with the State's Information Security Policy located at:

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

The Contractor shall notify LDH within 24 hours of discovery of any actual or suspected:

- security incident;
- ransomware event;
- unauthorized access;
- data breach;
- loss of LDH data; or
- compromise of systems containing LDH data.

The Contractor shall fully cooperate with LDH investigations and remediation efforts.

4.8.1 Contractor Responsibilities

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

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

4.8.1.1 Carrier and Clearinghouse Interfaces

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

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

4.8.1.2 State Interfaces

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

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

4.8.1.2.1 Specific Contractor Responsibilities for State Interfaces

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

4.8.1.2.2 Measures for State Interfaces

The Contractor shall provide the:

- Total number of records processed daily by the Contractor and the number of errors identified daily. Report shall be stratified by the source of the data (LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State) and reported monthly.
- Total number of records sent daily and/or weekly to LaMEDS, MCE, FI, EA, and/or other designee(s) of the State and the number of exceptions or rejections returned to the Contractor. Report shall be stratified by the source of the exception or rejection (LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State) and reported monthly.

- Total number of records sent via the weekly reconciliation to LaMEDS, MCE, FI, EA, DCFS-CSE and/or other designee(s) of the State and the number of exceptions or rejections returned to the Contractor. Report shall be stratified by the source of the exception or rejection (LaMEDS, MCE, FI, EA, and/or other designee(s) of the State) and reported monthly.

4.8.1.3 Federal Interfaces

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

- The Contractor shall perform data matching to identify TRICARE and other Department of Defense coverage using available, state-authorized federal data sources.

4.8.1.4 Enterprise Architecture

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

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

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

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

- **Data Warehousing (DWH)** – Statewide data storage system that allows for cross application or even Statewide reporting of information.
- **Electronic Document Storage (EDMS)** - Document storage system that allows flexible and scalable storage of a variety of file types.

4.9 Additional Reporting Requirements

4.9.1 Contractor Responsibilities

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

4.9.1.1 Transformed Medicaid Statistical Information Systems

For purposes of T-MSIS, the Contractor shall:

- Design and implement a TPL solution where the data fields, data file layout, values, updates and changes are in compliance with T-MSIS reporting requirements.
- Validate data, file layout, fields, and values that are required for T-MSIS for accuracy, completeness, consistency, and appropriateness to the T-MSIS specifications.
- In addition, all CMS Standard Operating Procedures document requirements and stipulations must be met. CMS pre-acceptance T-MSIS edits needs to be incorporated in data validations to ensure that applicable file data submissions to CMS are consistent, accurate and timely.

4.9.1.2 Ad Hoc Reporting and Data Access

The Contractor shall provide all operational, financial, recovery, reconciliation, audit, interface, security, performance, and ad hoc reports requested by LDH related to the services performed under this Contract.

Reports shall be provided:

- in a format approved by LDH;
- within timeframes established by LDH or mutually agreed upon by the parties; and
- at no additional cost to LDH unless the request materially exceeds the scope of the Contract and is approved through the formal change control process.
- The Contractor shall not unreasonably withhold, delay, restrict, or condition the provision of requested reports or data extracts.

All data generated, maintained, processed, received, or transmitted under this Contract shall remain the property of LDH.

4.10 Administrative Services

4.10.1 Call Center

At a minimum, the Contractor shall:

- Within 90 Calendar Days from the Contract Start Date, provide and maintain a call center with sufficient staff to meet or exceed the Call Center Standards.
- Provide, maintain, and operate a dedicated toll-free hotline/call center/ TPL verification unit.
- Sufficiently staff the call center to fulfill the requirements of this Contract related to recovery, cost avoidance, and file maintenance.
- Respond within one Business Day to Beneficiary, Provider, Clearinghouse, and Carrier questions, inquires and resolve TPL concerns for the Louisiana Medicaid Program.
- Maintain call center operations during Business Hours of Monday – Friday, 8:00am – 5:00pm (central time)

- Meet or exceed the following Call Center Standards:
 - Average Speed to Answer (ASA):
 - ♣ Answer 90% of all calls within 120 seconds during Business Hours.
 - Average Hold Time (AHT):
 - ♣ The average hold time, computed on a weekly basis, shall not exceed 120 seconds.
 - ♣ Hold time is defined as the time (in seconds) a caller is placed on hold by a live representative.
 - Call Abandonment (CAB) Rate:
 - ♣ The average abandon rate, computed on a weekly basis, shall not exceed 5%.
 - ♣ The percentage of calls abandoned by the caller after completing the IVR before the call is answered by live agent.
 - Call Documentation:
 - ♣ 100% of all answered calls shall be documented with appropriate topic, status, and resolution data in a manner that can be reported in summary or detail, based upon the State request, and mutually agreed upon reporting requirements.

4.10.1.1 Measures

The Contractor shall provide the following information computed daily and reported monthly:

- ASA
- AHT
- CAB
- Call Center Metrics Report Content: Volume of calls, average speed to answer, abandoned calls, call resolution rates, and escalations.

Failure to meet Call Center Standards may result in corrective action plans, liquidated damages, payment withholds, enhanced monitoring, or other remedies available to LDH under the Contract.

Repeated failure of Call Center Standards for two consecutive reporting periods or three reporting periods within a rolling 12 month period shall constitute Chronic Failure subject to escalation and potential material breach review.

4.10.2 TPL Collections Lockbox

LDH will direct FI to give specific Contractor users access to lockbox and all check images, remittance notices, and any other information sent by the liable third parties.

At a minimum, the Contractor shall:

- Direct that the liable third parties shall submit payment to the State.

- o All collections shall be handled through the FI by utilizing a secure deposit system, a digital lockbox.
 - o Obtain access to State approved lockbox collection system within 60 Calendar Days from the Contract Start Date.
- Request that the FI provide images of all checks, remittance notices, and any other information sent by the liable third parties to the FI.
 - o Copies of said checks and remittance notices must be made available to the State upon request at no cost to the State.
- Notify the State of any refunds due to Carriers or Providers when a refund is due.
- Monitor and evaluate the recovery process, including identifying and reporting any deficiencies or issues needing to be resolved along with recommended solutions within two Business Days of identification.
- Meet with State on a regular basis, or at least monthly, as determined by mutual agreement between the State and the Contractor.

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

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

4.11 Run-Out Period

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

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

4.11.1 Follow-up Activities

The Contractor shall:

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

5 Additional Deliverables

5.1 Plans

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

5.1.1 Work Plan

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

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

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

5.1.2 Quality Assurance Plan

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

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

5.1.3 Risk Management Plan

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

- Delays in building the appropriate organization, inclusive of delays in hiring and training staff required to operate in accordance with the requirements of this Contract.

- Delays in construction and or acquisition of office space and the delivery of office equipment for staff required to operate in accordance with the requirements of this Contract.
- Delays in receipt of data from Carriers, Clearinghouses, the State, and/or its designee(s).
- A problem with the call center required for interacting with, Providers, Carriers, Clearinghouses, Beneficiaries, etc.
- Problems with Contractor System required for carrying out the requirements of this Contract.
- The Risk Management Plan for each scenario identified shall include, at a minimum, the following:
 - Risk identification and mitigation strategies.
 - Implementation plans for the identified risk mitigation strategies.
 - Monitoring and tracking tools.

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

5.1.4 All Hazards Plan

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

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

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

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

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

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

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

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

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

5.1.5 Transition Plan

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

The Contractor must:

- Include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that the State, at its sole discretion feels is necessary to effect a smooth transition to the successor contractor.
- Provide training and knowledge transfer to State or successor contractor in the use, operation, and maintenance of computer programs, policies, and procedures. The training will utilize current and complete documentation, instruction materials, and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor contractor personnel as deemed necessary by the State.
- Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to the State annually with a final comprehensive assessment completed no later than six months before the end of this Contract term. The

purpose of the review will be to assess whether the documentation accurately and completely reflects existing State procedures and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete, and in accordance with these requirements annually.

- Transfer the State's data and associated records in the Contractor's possession to the successor contractor or to the State. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval, and certification while the transfer is executed. The transfer will be completed within 10 Calendar Days after receipt of a request from the State.
- Transfer all data, case notes, files, and documentation in an electronic format to the successor within 10 Calendar Days of receipt of a request from the State.

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

Failure to timely transfer data, documentation, reconciliation information, operational procedures, or knowledge transfer materials during transition activities shall result in liquidated damages and may constitute material breach.

The Contractor shall fully cooperate with LDH and any successor contractor to ensure continuity of operations and uninterrupted recovery activities.

Transition Requirements

The Contractor will require assistance from LDH to transition the services outlined in this SOW from the outgoing vendor to the new Contractor. The Contractor requests the following:

- LDH will coordinate communication with the outgoing vendor regarding:
 - Telephone/Fax: Identification and transition of management of all phone and fax lines currently utilized in providing these services.
 - Email/ IT Processes: Identification and transition of management of all TPL related email addresses and processes related to all TPL programs
 - Mail: Identification and transition of management of all TPL related mailing addresses, PO Boxes and the processes for sending and receiving correspondence
 - Correspondence: Historical or in-progress Correspondence for the past 6 months for all TPL programs.
 - Cost Avoidance: Identification and transition of all existing Cost Avoidance referrals sources, volumes, and corresponding processes
 - Conduct a knowledge Transfer Session with Outgoing Vendor.
 - Obtain a transition plan and timelines, including runout period from the outgoing vendor.

Below, in Table 1, is a checklist of the information Contractor will require from the outgoing vendor.

Detailed Information and Data Requests for the Incumbent Contractor
Cost Avoidance:
Points of contact for commercial health insurers
Cost avoidance exclusions rules
Date of last data match performed with each health insurance carrier
Frequency of data match with each health insurance carrier
Identification of any data match issues with each health insurance carrier
Post Payment Recovery/Health Insurance Billing & Recovery:
Sample file of identified claims for billing
Billings from the last month of incumbent contractor's contract
Images of outgoing and incoming correspondence
Outstanding carrier or provider request for refunds
COB:
List of outstanding unsatisfied accounts receivables for each Provider
Communication history for all Providers with outstanding/unsatisfied accounts receivables
MCE Come Behind Billing:
Sample file of identified Encounter claims for billing
Billings from the last month of incumbent contractor's contract
Images of outgoing and incoming correspondence
Outstanding carrier or provider request for refunds
Credit Balance Auditing:
Listing of providers (including provider name, TIN, NPI, address, primary provider contact name, primary provider contact email address, primary provider contact phone number) and the frequency of credit balance reviews (i.e. weekly, monthly, annually, etc) performed in the last 12 months
Historical recoveries (total volume and dollars) listed by the provider (including provider name, TIN, NPI) for the last 3 years broken down by year
Report of historical recoveries by reason for refund for the last 3 years, broken down by year
Open inventory by claim number, provider name, TIN, recovery amount, recovery explanation (in the event Trend needs to pursue any outstanding amounts post implementation and after any sort of run out has expired)
Other:
Copy of last reports incumbent contractor delivered to LDH
Service Level Agreements (SLAs) and performance
Remove outgoing Vendor's access to existing Lockbox used for supporting LDH
Transfer ownership of customer services lines used for supporting LDH
Transfer ownership of PO Box(s) or mail courier services

Table 1.

5.2 Operational Reporting

The Contractor shall work with the State to establish and maintain mutually agreed upon timelines for the delivery of all required operational reports. The Contractor shall provide all documentation, reports, dashboards, and supporting information necessary for the State to accurately monitor Contractor performance, operational activities, Service Level Agreement (SLA) compliance, financial recoveries, and all other services, requirements, and deliverables under this Contract.

Reports may consist of standard reports, custom reports, dashboards, data extracts, or other reporting formats approved by the State. The State shall determine the content, level of detail, and format necessary to satisfy its operational, programmatic, audit, legislative, CMS, and oversight responsibilities.

Ad Hoc Reporting and Report Modifications

The Contractor shall provide additional reports and reasonable modifications to existing reports when requested by the State. Routine operational reporting modifications, data extracts, or dashboard enhancements necessary to support program administration, oversight, audits, CMS reporting, legislative requests, or operational monitoring shall be completed within mutually agreed upon timeframes and shall not be unreasonably withheld or delayed by the Contractor.

State Query Access

To enhance the State's reporting capabilities, the Contractor shall provide LDH with secure, read-only query access to the Contractor's operational reporting environment. The operational reporting environment includes the reporting database, reporting data warehouse, reporting views, and other reporting repositories containing operational data generated through the performance of this Contract, excluding Contractor proprietary software, source code, or proprietary development tools.

The Contractor shall provide this access at the earliest practicable opportunity and shall include in the Work Plan a detailed implementation schedule for providing such access, including any security requirements, user provisioning activities, documentation, and training necessary for State staff to effectively utilize the reporting environment.

Provision of State query access shall supplement, and shall not replace or reduce, the Contractor's contractual obligation to provide all required reports, ad hoc reports, dashboards, data extracts, or other reporting deliverables required under this Contract.

The Contractor shall provide LDH with the following reports on a monthly basis. The Contractor will deliver the following monthly reports by the 15th business day of the month following the reporting month, unless otherwise agreed through the change control process.

1. Summary Report of Other Insurance Records Delivered

- Content: Total number of other insurance records received, categorized by program (medical, pharmacy), and source; number successfully matched to member records; errors or exceptions encountered.

2. Summary Report of Billing Activities and Recoveries by Program and Category

- Content: Total claims billed, recoveries posted, recoveries pending, categorized by recovery type (e.g., hospital, professional, pharmacy).

3. Check-Level Detailed Report

- Content: List of all checks received, including check number, date, payer, amount, posting status, and remaining balance (if any).

4. Claim-Level Detailed Report of All Claims with Recovery Posted

- Content: Each claim with recovery posted, including claim number, member, service date, recovery amount, payer, and program.

5. Credit Balance Report of All Claims and Associated Accounts Receivable (A/Rs) Recouped

- Content: All claims with credit balances, amount recouped, dates of adjustment, and associated accounts receivable reconciled.

6. Summary-Level Report with Quality Reviews and SLA Outcomes

- Content: Results of quality reviews (e.g., accuracy, completeness), SLA compliance metrics, exceptions, and corrective actions taken.

5.3 Implementation Reporting

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

5.3.1 Milestones and Deliverables

The table below illustrates the key phases along with milestones, deliverables, and decision points aligned with the overall project plan. These activities will begin on September 1, 2026, and will be completed by November 30, 2026. All parties will collaborate to achieve these implementation tasks. A detailed project plan and timeline will be presented during the contract implementation kickoff for mutual alignment. The high-level implementation phases and associated milestones/deliverables are set forth in Table 2 below:

Key phase	Key milestones/deliverables
Implementation Start Up Activities	Implementation and project documents Implementation staffing File layout and security system set-up Reporting and invoicing
TPL Tool (Data Matching, COB, Cost Avoidance)	TPL tool tech: Business Requirements TPL tool tech: Design and Build TPL tool tech: Integration Testing TPL tool tech/ops: User Acceptance Testing
Billing and Recovery Tool (Post Payment Recovery, MCO Come Behind, Provider & Medicare Recoupment)	Billing & Recovery tool tech: Business Requirements Billing & Recovery tool tech: Design and Build Billing & Recovery tool tech: Integration Testing Billing & Recovery tool tech/ops: User Acceptance Testing
Go/No-Go Decision	Client implementation approval
Implementation and Go-Live Activities	Implementation status TPL tool implementation Billing and Recovery tool implementation Operations post-prod testing
Operations–Training	Accenture training materials Client training materials Accenture training delivery Other Health Insurance (OHI) and Contact Center (CC) OHI/CC team Accenture training delivery Billing and Recovery team LDH training delivery
Operations–Quality	Quality Program implemented
Operations–Ops Team	Operations confirmation to Go-Live
Outreach	Communications Training Outreach

Table 2. Implementation phases and associated milestones/deliverables

5.4 Technical Requirements

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

5.4.1 Technical Incident Management

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

- **Critical Priority** - Multi-component or critical functionality outages. Serious disruption to State business where there is no alternative or workaround. Severe security impact, significant impact to business operations, and/or negative financial implications to the State. The incident requires a 24x7 response.
- **High Priority** - Single component or single critical functionality outage. Moderate disruption to State business where there is no alternative or workaround. Negative security and/or financial implications to the State.
- **Medium Priority** - Partial or limited functionality of the Contractor System or a component causing a negative operational impact for the State or delay to daily State business processes. Issue has a possible workaround.
- **Low Priority** - Affects a small number of users with limited to no business implications to the State. Problem concerning minor items, such as formatting, spelling, or other cosmetic items with no negative impact to the Contractor System functionality or State business processes.

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

Contractor Support Service Level Performance Standards

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

5.4.2 Hardware and Software Requirements

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

5.4.3 Confidentiality of Information

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in

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

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

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

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

5.4.4 Independent Audits of System

The Contractor shall be HITRUST and NIST 800-53 compliant with the security controls implemented related to above frameworks. The Contractor shall run periodic checks to ensure that the system is in compliance and setup alerts for monitoring the compliance. The Contractor shall submit a system audit report compliant with SOC 2 Type II.

The Contractor shall supply LDH with a copy of the SOC 2 Type II for the data hosting environment which could also be an audit report from the cloud vendor no later than six months after the close of the Contractor's fiscal year. The Contractor shall also provide the reports from SAST/DAST and Application Security Assessment (ASA) which need to be executed on a periodic basis.

The Contractor shall deliver to LDH a Corrective Action Plan to address deficiencies identified during the audit within 30 Business Days of the Contractor's system audit.

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

The Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at: <https://www.doa.la.gov/doa/ots/about-us/infosec/> 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 is responsible for reporting to the State any known Data Breach or Security Event, as defined in the OTS Information Security Policy, no later than 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.

5.4.5 State Access

The Contractor shall provide the State with access to the State's data and State files within the Contractor System as the State determines necessary to fulfill the requirements of this Contract.

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

5.4.5.1 State File and Data Transfer Systems

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

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

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

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

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

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

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

5.4.7 Access Expenses

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

5.4.8 System Changes or Updates and Planned System Downtime

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

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

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

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

5.4.8.1 Measures

- Total number of downtime events as defined by this Section, including separately those exceeding one Business Day.
- Total Contractor System downtime outlined in Technical Performance Measures Section.
- Variance in quarter-to-quarter Contractor System downtime for the calendar year to date, with detailed explanation available for variance greater than 5% from the prior reporting quarter.

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

The Contractor shall promptly report to the State any anomaly (including unplanned downtime, failure, outage, or variance) it identifies within the Contractor Systems that materially affects the Contractor System or any system used to deliver the Contractor Services under this Contract

The Contractor shall meet the following timelines for notification and resolution:

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

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

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

5.4.9.1 Measures

- Total number of downtime events as defined by this Section, including separately those where notification was not provided within four hours and those where analysis of the outage was not provided within one Business Day.
- Total Contractor System downtime outlined in Technical Performance Measures Section.
- Variance in quarter-to-quarter Contractor System downtime for the calendar year to date, with detailed explanation available for variance greater than 5% from the prior reporting quarter.

5.5 Implementation Requirements

For purposes of implementing a TPL System, the Contractor shall:

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

5.6 Change Management

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

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

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

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

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

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

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

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

6 Contract Phases

This Contract shall be divided into three phases.

6.1 Implementation Phase

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

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

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

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

- **Design, Development, and Installation (DDI)** – This includes activities such as requirements development, design, construction, testing, implementation, initial user training, staff preparation for operations, build-out of operations infrastructure, and related supporting activities.
- **Certification** – This includes certification planning, documentation, artifact gathering, support for the CMS certification team, resolution of issues and findings from the certification, and repair of Contractor System and operations defects discovered as part of the certification process.

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

6.2 Operations Phase

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

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

6.3 Transition Phase

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

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

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

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

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

7 Performance Measures and Monitoring

7.1 Performance Monitoring

The State will monitor the performance of the Contractor by requiring the Contractor to meet the responsibilities outlined for each activity through the monitoring of measures for each activity. The State reserves the right to determine if the detailed explanation provided for any variance exceeding the percentage threshold is sufficient and/or allowable. If explanation is not sufficient or deemed non-allowable, it will be considered non-compliant. The State reserves the right to determine if all outcomes have been satisfied. Failure to satisfy an outcome will be considered non-compliant. Non-compliance may result in Liquidated Damages based on the activity.

7.2 State and Federal Compliance

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

The Contractor shall perform any updates or implementations necessary to comply with new or updated State or Federal laws, rules, regulations, policies, procedures, manuals, and guidance within the timeframe specified by the State or Federal government, provided that the Parties shall reasonably cooperate to evaluate potential amendment to the SOW as necessary to adjust the scope of the Services and increase the fees, costs, and expenses of Business Associate to the extent any change in law would have a corresponding, material effect on the Services. Minor changes to State or Federal laws, rules, regulations, policies, procedures, manuals are not expected to require an amendment or materially impact the nature of the SOW. Non-compliance may result in Liquidated Damages.

7.3 Payment Accuracy

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

7.4 Staffing and Resources

The Contractor shall notify LDH in writing within five business days of any key personnel changes.

The State may request any Contractor personnel changes at any time that it deems necessary with regard to this Contract.

7.5 Technical Performance Measures

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

8 Service Level Agreements, Performance Deficiencies, and Remedies

8.1 Performance Standards

The Contractor shall meet or exceed all Service Level Agreements ("SLAs"), performance measures, timeliness requirements, reporting obligations, interface standards, operational deliverables, and security obligations established under this Contract.

Failure to meet any required performance standard shall constitute a Performance Deficiency.

8.2 Categories of Performance Deficiencies

a. Minor Deficiency

A non-critical failure that does not materially impact operations, recoveries, reporting, beneficiaries, providers, data integrity, or compliance.

b. Major Deficiency

A failure that materially impacts operations, reporting, recoveries, system performance, reconciliation activities, provider support, data integrity, or compliance obligations.

c. Critical Deficiency

A failure involving:

- security incidents;
- HIPAA/privacy violations;
- system outages;
- data loss;
- failure of critical interfaces;
- repeated reconciliation failures;
- material reporting failures;
- failure to process recoveries timely;
- failure to maintain required staffing;
- unauthorized offshore access;
- unauthorized AI usage; or
- any issue determined by LDH to create significant operational, financial, legal, or compliance risk.

8.3 Chronic or Repeated Failure

The following shall constitute Chronic Failure:

- failure of the same SLA for two consecutive reporting periods;
- failure of the same SLA for three reporting periods within any rolling 12 month period;
- failure of multiple SLAs during the same reporting period;
- repeated failure to implement corrective actions; or
- recurring operational failures demonstrating systemic performance degradation.

Chronic Failure shall constitute a material breach of Contract.

8.4 Corrective Action Plans

Upon identification of a Major Deficiency, Critical Deficiency, or Chronic Failure, LDH may require the Contractor to submit a Corrective Action Plan ("CAP").

The CAP shall include:

- root cause analysis;
- operational impact assessment;
- corrective measures;
- implementation timeline;

- staffing adjustments;
- executive accountability; and
- measures to prevent recurrence.

8.5 Remedies

LDH may impose one or more of the following remedies for Performance Deficiencies:

- written warning;
- enhanced monitoring;
- mandatory status reporting;
- corrective action plans;
- service credits or liquidated damages;
- payment withholds;
- suspension of operational activities;
- mandatory staffing increases;
- independent verification and validation activities;
- requirement for system remediation at Contractor expense;
- removal or replacement of Contractor personnel; and/or
- termination for cause.

8.6 Reservation of Rights

Service credits and liquidated damages shall not constitute LDH's sole and exclusive remedy.

SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES

Performance Area	Performance Standard	Liquidated Damages	Escalation
Emergency Updates	Complete Emergency Updates within one Business Day	\$2,500 per occurrence	2nd occurrence in rolling 12 months = 2x; 3rd occurrence = 3x
External Source Updates	Process 98% of external source updates within seven Business Days, and 100% within 10 Business Days	\$1,500 per month	CAP required after 3 occurrences
Claims Resolution	Resolve 90% of billed claims within 90 Calendar Days	\$5,000 per reporting period below threshold	Executive review after 2 consecutive failures
Follow-Up Activities	Follow up on outstanding accounts receivable within six months	\$2,500 per occurrence	CAP required
Interface Error Resolution	Resolve interface errors and rejected records within five Business Days	\$1,000 per day until resolved	Chronic failure review after 3 occurrences

Performance Area	Performance Standard	Liquidated Damages	Escalation
Weekly Reconciliation Processing	Process reconciliation files and resolve discrepancies timely	\$1,000 per day until resolved	Payment withholding may apply
File Transmission Requirements	Submit nightly and weekly files timely and accurately	\$1,000 per occurrence	Executive escalation
T-MSIS Compliance	Maintain T-MSIS compliant data and submissions	\$10,000 per occurrence plus remediation costs	Material breach review
Call Center Average Speed to Answer	Meet required ASA standards	\$1,000 per failed metric per month	CAP after 2 consecutive failures
Call Center Abandonment Rate	Maintain required abandonment rate	\$1,000 per failed metric per month	CAP after 2 consecutive failures
Call Documentation	Document 100% of answered calls	\$1,000 per failed metric per month	CAP after 2 consecutive failures
Required Reports	Submit all required reports accurately and timely	\$1,500 per Business Day late	Escalates daily until received
Ad Hoc Reports Requested by LDH	Provide requested reports within agreed timeframe	\$1,500 per occurrence	Escalates daily until received
Security Incident Notification	Notify LDH within 24 hours of discovery	\$10,000 per occurrence	Material breach review
Unauthorized AI Use	No unauthorized use of LDH data for AI/ML purposes	\$25,000 per occurrence	Material breach
Disaster Recovery Requirements	Meet RTO of eight hours and RPO of one hour	\$10,000 per occurrence	Executive escalation
Transition Deliverables	Timely transfer of data, documentation, and knowledge transfer materials	\$5,000 per day until resolved	Payment withholding and material breach review
Failure to Implement Approved CAP	Complete corrective action activities within approved timeline	\$5,000 per occurrence	Material breach review

GENERAL PROVISIONS

1. Liquidated damages apply where the failure is attributable to the Contractor.
2. LDH may additionally require corrective action plans, enhanced monitoring, payment withholding, independent verification and validation activities, staffing changes, operational remediation, or termination for cause.
3. A Chronic Failure shall occur when:
 - a. The same SLA is missed for two consecutive reporting periods; or
 - b. The same SLA is missed three times within a rolling 12 month period.
4. Upon designation of a Chronic Failure:
 - a. Liquidated damages shall automatically double for subsequent occurrences;
 - b. LDH may require executive-level remediation meetings; and
 - c. LDH may determine the failure constitutes a material breach of the Contract.
5. Nothing in this section shall limit LDH's right to recover actual damages, seek indemnification, terminate the Contract, or pursue any other remedy available under the Contract or applicable law.
6. Where a single act or omission triggers multiple liquidated damages, the application of only the highest applicable liquidated damage.
7. Any liquidated damages to be subject to an aggregate cap not to exceed 25% of fees in applicable month.

9 Damages

9.1 Actual Damages

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

- A. All amounts for which the State may be liable in an action or claim for damages, whether through a settlement or through a judgment of a court of competent jurisdiction.
- B. All fines, money penalties, or disallowances whether civil or criminal, imposed by the U.S. Department of Health and Human Services or by any other Federal or state government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency.
- C. All costs and expenses, legal and otherwise, incurred in connection with items (A) and (B) above, including but not limited to, attorney's fees.
- D. All costs and expenses incurred for the provision of remedial or restorative services to individuals whose information was affected by the violation or to other affected parties.
- E. All costs and expenses that the State may be required to incur in order to procure another Contractor to complete any work that the Contractor performed in a defective manner or failed to complete successfully in accordance with the terms of this Contract. For purposes of the preceding sentence, "costs and expenses that the State may be required to incur" means either:

(a) the final amount as determined by mutual written agreement of the parties following a negotiation of such costs and expenses, or, in the event that the parties are not able to reach such agreement (b) the finally judicially awarded amount, if any, by which the reasonable fees that the State is required to pay, and actually pays, to an alternative service provider to perform the terminated Contractor Services (or any portion(s) of such terminated Contractor Services) not performed by the Contractor as of the effective date of termination of such Contractor Services exceeds the fees that the State would otherwise have paid to the Contractor pursuant to this Contract to perform such services.

9.2 Liquidated Damages

- A. In some cases, the actual damage to the State as a result of the Contractor's failure to meet specific Service Level Agreement or other requirements under this Contract are difficult or impossible to determine with precise accuracy. Therefore, the parties agree that the State may assess Liquidated Damages as set forth in the Technical Performance Measures section.

9.3 Survival of Obligation

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

10 HIPAA Business Associate Provisions

If the Contractor is a Business Associate of LDH ("Department"), as that term is defined herein, because the 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:

Definitions: As used in these provisions

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.

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.

The term "security incident" has the same meaning as set forth in 45 CFR §164.304.

The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 CFR §164.402.

The 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.

The 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.

The 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.

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 the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information.

The Contractor shall take all reasonable steps to ensure that its agents', employees', or subcontractors' actions or omissions do not cause the Contractor to violate this Contract.

The Contractor shall, within three calendar 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 contract monitor. Disclosures which must be reported by the 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 the Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.

To the extent that the Contractor is to carry out one or more of the Department's obligations under 45 CFR Part 164, Subpart E, the Contractor shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).

The 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 the Contractor, the Contractor shall forward such request to the Department within two calendar days of such receipt. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. The Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR §164.528 for at least six years after the date of the last such disclosure.

The Contractor shall make PHI available to the Department upon request in accordance with 45 CFR §164.524.

The 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.

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the 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.

The 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.

The parties agree that the legal relationship between the Department and the 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 the Contractor.

Notwithstanding any other provision of the contract, the Department shall have the right to terminate the Contract immediately if the Department determines that the Contractor has violated any provision of the HIPAA Rules or any material term of this contract.

At the termination of the contract, or upon request of the Department, whichever occurs first, the Contractor shall return or destroy (at the option of the Department) all PHI received or created by the Contractor that the Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, the 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.

The Contractor is required to adhere to Appendix B: HIPAA Business Associate Addendum of this Participating Addendum.

11 Artificial Intelligence and Data Storage Requirements

- a. **Domestic Storage and Access Limitations:** All data shared under this Contract shall be stored, processed, and maintained solely on computers and servers physically located within the 50 United States, the District of Columbia, or the Territory of Guam. The parties further agree that no data shared under this Contract shall be accessed by, or transmitted to, any person, entity, or subcontractor located outside of these specific geographic boundaries for any purpose, including technical support or remote administration, without the express prior written consent of LDH and, if applicable, federal oversight authorities.
- b. **Artificial Intelligence (AI):** Prior to the implementation or utilization of Artificial Intelligence (AI) for the services contemplated under this Contract, the Contractor shall obtain LDH's explicit written approval. All AI uses must comply with all applicable federal and state laws, policies, and guidelines; this includes, but is not limited to, CMS regulations and the Louisiana Office of Technology Services (OTS) Artificial Intelligence Acceptable Use Policy, as may be amended.

- c. **General AI Prohibition:** The Contractor, including its employees and subcontractors, is strictly prohibited from inputting, uploading, or "prompting" any LDH data (whether raw, de-identified, synthetic, or derived) into any public, consumer-grade, or non-enterprise Generative AI platform (including, but not limited to, public versions of ChatGPT, Claude, Gemini, or similar Large Language Models).
- d. **Continued Ownership:** All data provided by LDH or collected on its behalf under this Contract, including Protected Health Information (PHI), Personally Identifiable Information (PII), and any derived datasets, mathematical models, algorithmic weights, or synthetic datasets generated or trained using LDH data shall remain the sole and exclusive property of LDH. The Contractor acknowledges that the de-identification, anonymization, or synthesis of LDH data does not constitute a transfer of ownership, nor does it grant the Contractor any proprietary interest in the resulting de-identified anonymized, or synthetic data.
- e. **Restrictions on Use:** All LDH data, whether in its original or de-identified form, shall be used by the Contractor solely for the performance of the services authorized under this Contract. The Contractor is strictly prohibited from using, selling, licensing, or sharing LDH data (de-identified or otherwise) for the purposes of training Artificial Intelligence (AI) models, machine learning algorithms, or for any other commercial purpose without the express, prior written consent of LDH.
- f. **No Re-identification:** The Contractor, including its employees, agents, and subcontractors, is strictly prohibited from performing any act to re-identify, de-anonymize, or otherwise link de-identified data to a specific individual. In the event of an accidental re-identification, the Contractor must immediately notify LDH in writing and treat the information as PHI/PII subject to all breach notification protocols of this Contract.
- g. **Foreign Payment Restrictions:** Pursuant to Section 1902(a)(80) of the Social Security Act (42 U.S.C. 1396a(80)), the Contractor is prohibited from making any payments for items or services provided under this SOW to any financial institution or entity located outside of the United States.

12 Payment Terms

Financial Considerations such as Maximum Compensation Amount, Invoicing, Terms and Payment terms

The Contractor shall be paid the following rates:

- \$2,000,000 / year spread out into 12 equal monthly invoices (\$166,666.66 per month), commencing on December 1, 2026 (Contract Year 1)
- \$30,556 / month for hosting and technology support for Tort/Trauma/Estate Recovery Case Management Tool

- 16% contingency fee of recoveries across post-payment recovery programs (Post Payment Recoveries/Health Insurance Billing and Recovery, COB, MCE Come Behind Billing and Recovery and Credit Balance Audits)

The total, maximum amount of this contract, inclusive of any contingency fee of recoveries, shall not exceed \$29,274,864. The Total Maximum Amount is a hard cap and shall not be exceeded without a formal written amendment to this Participating Addendum.

The Contractor's contingency fee compensation is strictly limited to the contingency fees earned from actual documented recoveries received by the State. No 'estimated' or 'projected' recoveries shall be invoiced.

The total, maximum contract amount is based off an estimated \$138,592,800 in recoveries over 3 years. Should the project schedule, scope, or basis of assumptions change, the Parties will discuss commercially reasonable adjustments to price through a change control process. Any agreed upon change shall only become a part of this contract effort through execution of a written amendment to be signed by both Parties.

The Contractor shall review and sign, to attest to accuracy, a monthly invoice within 15 calendar days of the end of the previous month in which services were rendered. The invoice shall contain the services rendered and supporting documentation, including the performance measures described herein. The invoice shall indicate costs by program for federal cost allocation purposes. If deficiencies are detected in the review of the documentation, LDH will request clarification or additional information from the Contractor and may request backup documentation on additional invoices both past and future.

As Accenture will commence services on December 1, 2026, the first invoices will be submitted by December 15, 2026. Accenture will submit one invoice for the fixed fee scope of work and separate invoices for the recovery activities itemized by recovery type. Each month, the Contractor will submit 6 invoices, one for each TPL program:

- Cost Avoidance,
- Post Payment Recovery/Health Insurance Billing and Recovery,
- Coordination of Benefits (CoB),
- Managed Care Entity (MCE) Come Behind Billing and Recovery,
- Credit Balance Audit, and
- Tort Case Management Tool

LDH agrees and acknowledges that Accenture receives funding as part of a partner funds program offered by Microsoft to Accenture, receiving the amount of \$300,000 to be used for the benefit of LDH, which shall be passed through as a reduction of fees in the amount of the funding received. LDH accepts the benefit of the funding provided by Microsoft and acknowledges that its receipt of such benefit is consistent with its procurement policies. Accenture may share with Microsoft LDH information related to this SOW to the extent reasonably required to receive funding approval and payment, provided that Microsoft is bound by substantially similar confidentiality obligations of the agreement governing this

SOW. Upon request, LDH will take such steps as reasonably requested by Accenture or Microsoft, including confirmation in writing, of the provision of relevant Accenture services supported by these funds.

13 Invoicing

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

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

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

Appendix A Enterprise Integration Requirements

1 Technology Overview

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

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

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

1.1 Key Goals

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

1.2 Operations and Governance

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

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

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

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

2 Software

The eight components include the following:

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

2.1 Support Tiers

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

Tier 1:

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

Tier 2:

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

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

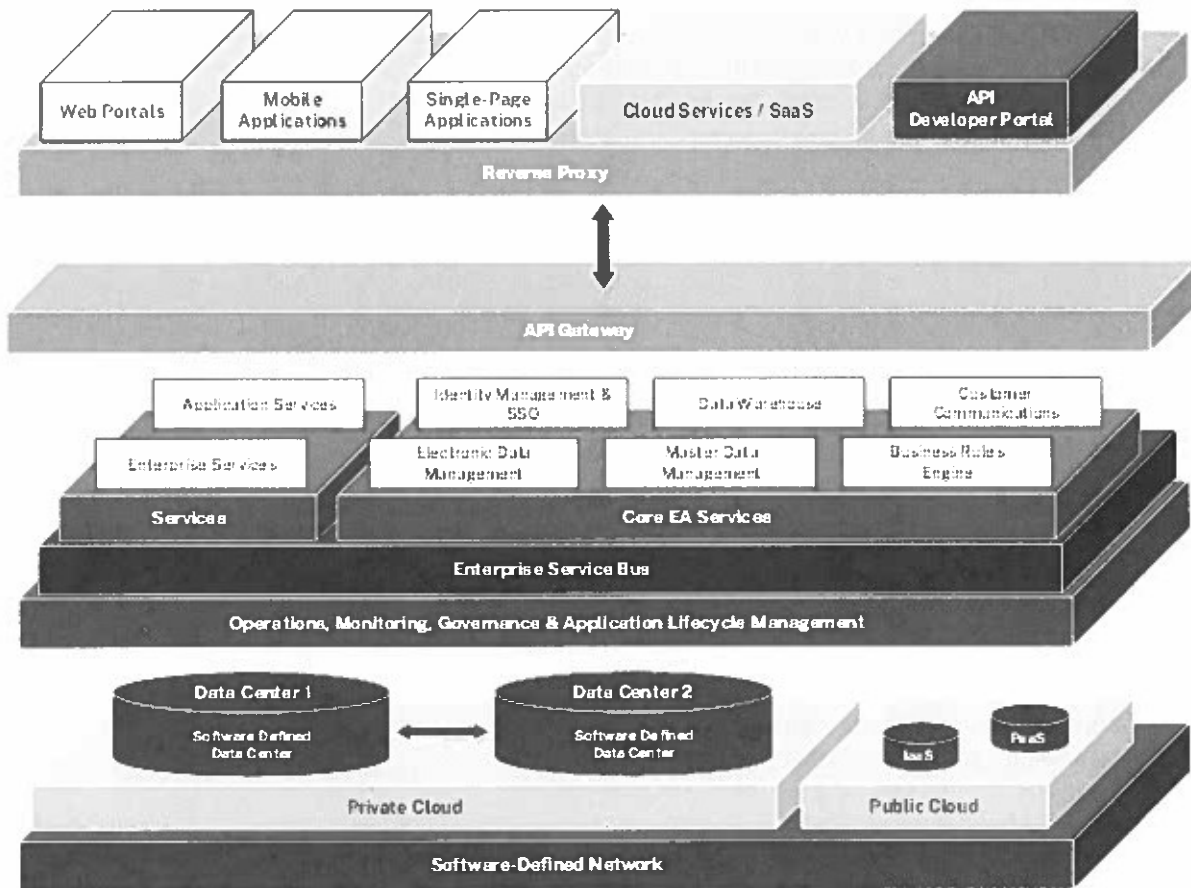


Figure 1 - EA Conceptual Model

3 Environments

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

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

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

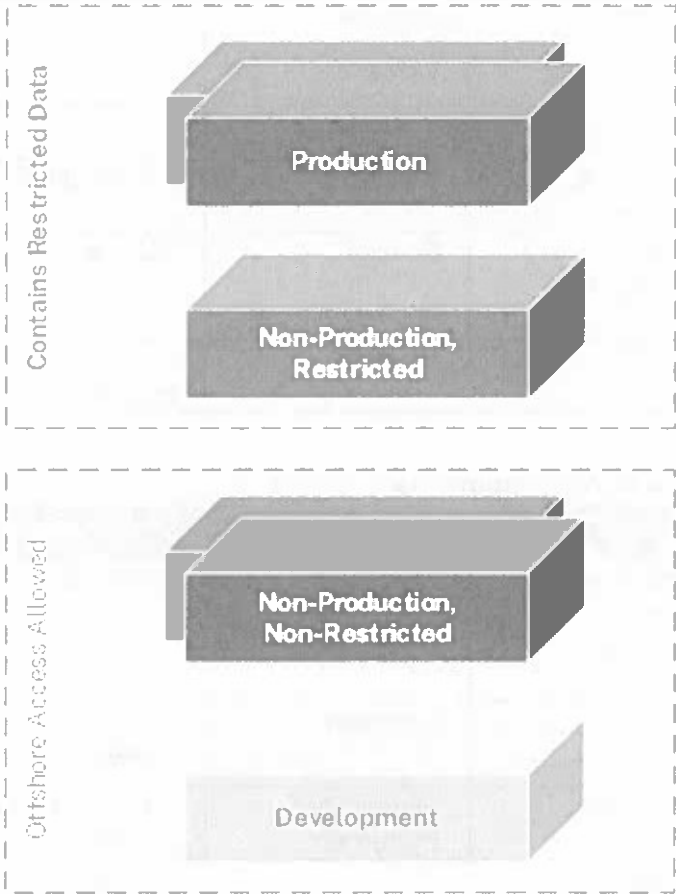


Figure 2 - Environment Design

4 Technology Stack

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

4.1 Infrastructure

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

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

4.2 Core Components

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

4.3 Performance, Monitoring, & Lifecycle Management

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

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

5 Contractor Requirements for Integration

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

Appendix B: HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Appendix B to the contract.

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. 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.
 - b. 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 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. 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 Participating Addendum as required by the HIPAA Rules and by this addendum, provided that the Parties shall reasonably cooperate to enter into an amendment to this Participating Addendum as necessary to adjust the scope of the Services and increase the fees, costs, and expenses of Business Associate to the extent any change in law would have a corresponding, material effect on the Services.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this Participating Addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Participating Addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 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 Participating Addendum.

8. Contractor shall, within three calendar days of becoming aware of any use or disclosure of PHI, other than as permitted by this Participating Addendum, report such disclosure in writing to the contract monitor. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 et seq. At the option of LDH, any harm or damage resulting from any use or disclosure which violates this Participating Addendum shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that Contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to the Contractor, the Contractor shall forward such request to LDH within two calendar days of such receipt. The 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.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by Contractor or by its agents, employees or subcontractors, subject to the limitation or exclusion of damages provision set forth in the Participating Addendum.
15. The parties agree that the legal relationship between LDH and Contractor is strictly an independent contractor relationship. Nothing in this Participating Addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and Contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that Contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, Contractor shall return or destroy (at the option of LDH) all PHI received or created by Contractor that Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, Contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

State of Georgia
Cooperative Master Agreement Form
Georgia Department of Administrative Services

Solicitation Title	Solicitation Number	Contract Number
Third Party Liability Services	41900-DCH0000120	

1. This Contract is entered into between the Lead State and the Contractor named below:

Lead State's Name	
Georgia Department of Administrative Services	(hereafter called "DOAS" or "Lead State")
Contractor's Name	
Accenture State Healthcare Services (ASHS) LLC	(hereafter called Contractor)

2. Initial Term:	Renewal Terms:
January 1, 2022 – December 31, 2022	Year 2 January 1, 2023 – December 2023
	Year 3 January 1, 2024 – December 2024
	Year 4 January 1, 2025 – December 2025
	Year 5 January 1, 2026 – December 2026
	Year 6 January 1, 2027 – December 2027
	Year 7 January 1, 2028 – December 2028
	Year 8 January 1, 2029 – December 2029
	Year 9 January 1, 2030 – December 2030
	Year 10 January 1, 2031 – December 2031

3. The parties hereto agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Master Agreement.

Attachment 1: Master Agreement Terms and Conditions
Attachment 2: RFP (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

Accenture State Healthcare Services (ASHS) LLC

By (Authorized Signature)



Date Signed

November 4, 2021

Printed Name and Title of Person Signing

Jonathan A. Andrews

Address

323 Congress Ave, Suite 150 Austin, Texas 78701

7. **Lead State**

Lead State Name

Georgia Department of Administrative Services

By (Authorized Signature)



Date Signed

2/25/2022

Printed Name and Title of Person Signing

Jim Barnaby

Deputy Commissioner

Address

200 Piedmont Ave, S.E., Suite 1804, West Tower, Atlanta, GA 30334

**STATE OF GEORGIA
Cooperative Contract
Attachment 1
Master Agreement Terms and Conditions**

- 1. Background and Purpose.** Pursuant to O.C.G.A. § 50-5-51(1), the Georgia Department of Administrative Services (“DOAS”) maintains the power and authority to canvass all sources of supply and to contract for the lease, rental, purchase, or other acquisition of supplies, materials, equipment, and services required by the state government and any of its offices, agencies, departments, boards, bureaus, commissions, institutions, and other entities of the state under competitive bidding.

The State of Georgia is a member of the National Association of State Procurement Officials (“NASPO”) and participates in NASPO ValuePoint, NASPO’s cooperative purchasing program. As permitted under O.C.G.A. § 50-5-51(9), DOAS has entered into an agreement with NASPO ValuePoint to serve as Lead State for the procurement of Third Party Liability Services. Other Participating States may have requested to be named in the RFP as potential users of this Contract, and other entities may become Participating Entities after execution of this Master Agreement. NASPO ValuePoint is not a party to this Master Agreement; however, NASPO ValuePoint will be involved in contract administration as provided in this Master Agreement.

Request for Proposals No. 41900-DCH0000120 (“the RFP”) was issued by the Georgia Department of Administrative Services for the purposes of awarding master agreement(s) to one or more suppliers to obtain services of suppliers to administer the cost avoidance and post-payment recovery and recoupment efforts necessary to develop and pursue viable third-party resources for payments made on behalf of Medicaid and SCHIP members to Participating Entities as further specified in Participation Agreements. The specific services to be procured pursuant to the RFP were TPL Recovery Services, TPL Commercial Recoupment Services, TPL Hospital/Physician Services, TPL CMO Come Behind Services, and TPL System Module. Respondents were required to submit a response to the mandatory base requirements, as well as one of the five services. Contractor submitted Contractor’s Response to the RFP, which sets forth Contractor’s qualifications, the manner in which Contractor proposes to fulfill the RFP requirements, and commitment to timely and successfully implement Contractor’s solution and provide the Services. . Contractor was selected to provide the services as identified in the Notice of Award (hereinafter the “Services”, as further defined below).

- 2. Definitions.** Definitions and acronyms are set forth in the RFP in Attachment B the RFP, entitled “Definitions and Acronyms”. Such terms will apply to the Contract and all documents incorporated herein unless a different meaning is otherwise assigned to specific term either explicitly in the body of this Contract or as provided below.
- a. “Awarded Item Schedule”** means the summarizing document, if any, listing the Services as awarded and may also denote the Contractor providing such Services.
 - b. “Contractor”** means the provider of the Services under the Contract as identified in the Cooperative Master Agreement Form. Contractor also includes its employees,

subcontractors, agents and affiliates who are providing the services agree to under the Master Agreement.

- c. **“Contract” or “Master Agreement”** means this Agreement between the Lead State, acting on its own behalf and on behalf of NASP ValuePoint, and the Contractor, as defined by the Cooperative Master Agreement Form and its incorporated documents.

- d. **“Cooperative Master Agreement Form”** means the document that contains basic information about the Cooperative Contract and incorporates by reference the applicable Master Agreement Terms and Conditions, the RFP, Contractor’s Response to the RFP, the final pricing documentation for the Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFP requirements or the Master Agreement shall be incorporated by reference into this Master Agreement unless DOAS has accepted the Contractor’s objection or amendment in writing. The Cooperative Master Agreement Form is defined separately and referred to separately throughout the Master Agreement Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Master Agreement is defined by the dates in the Cooperative Master Agreement Form.

- e. **“Lead State”** means the State that manages and executes the cooperative procurement on behalf of NASPO ValuePoint and administers any resulting master agreement(s). The Georgia Department of Administrative Services is referred to as the “Lead State” or “DOAS” throughout this Master Agreement.

- f. **“Participating Addendum”** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirement, as further described in this Master Agreement.

- g. **“Participating Entity”** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

- h. **“Purchasing Entity”** means a state, city, county, district, other political subdivision of a State, or other eligible legal entity, authorized by a Participating Addendum, who issues a Statement of Work and/or Purchase Order against the Master Agreement and becomes financially committed to the purchase. A Participating Entity may also be a Purchasing Entity.

- i. **“Response”, “Contractor’s Response” or “Final Response”** means the Contractor’s submitted response to the RFP, including any modifications or clarifications accepted by DOAS.

- j. **"RFP"** means the Request for Proposal (and any amendments or addenda thereto) specifically identified in the Cooperative Master Agreement Form that was issued to solicit the Services that are subject to the Master Agreement.
- k. **"Services"** means the services and deliverables as provided in the RFP and as further described by the Response, the Contract, and the Participating Addendum.

3. Duration of Master Agreement.

- a. **Contract Term.** The Contract shall begin and end on the dates specified in the Cooperative Master Agreement Form unless terminated earlier in accordance with the applicable terms and conditions.
- b. **Master Agreement Renewal.** DOAS shall have the option, in its sole discretion, to renew the Master Agreement for additional terms, as determined by DOAS, by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the Initial term or Renewal term as specified in Section 2 of the Cooperative Agreement Contract Form . Upon DOAS's election, in its sole discretion, to renew any part of this Master Agreement, Contractor shall remain obligated to perform in strict accordance with this Master Agreement unless otherwise agreed by the Lead State and the Contractor
- c. **Master Agreement Extension.** In the event that this Master Agreement will terminate or be likely to terminate prior to the making of an award for a new contract for the Services under a subsequent solicitation, the Lead State may, with the written consent of Contractor, extend this Master Agreement for such period as may be necessary to afford the State a continuous supply of the Services.

4. Order of Preference.

- a. Any purchase made pursuant to this Master Agreement shall consist of the following documents:
 - i. A Participating Entity's Participating Addendum ("PA"), with the exception of any term that conflicts with Section 8 of the Master Agreement Terms and Conditions entitled "Participating Addenda" or Section 14 of the Master Agreement Terms and Conditions "NASPO ValuePoint Terms"
 - ii. Master Agreement Terms and Conditions, including all Exhibits and Attachments to the Master Agreement, excluding the RFP and Contractor's response;
 - iii. The RFP
 - iv. Contractor's response to the RFP, as revised (if permitted) and accepted by the Lead State.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
- c. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit, Appendix, or Attachment.

5. **Description of Services.**

- a. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFP, the terms of the Master Agreement, the terms of the applicable Participation Addendum, and as further described in Contractor's Response.
- b. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Master Agreement in accordance with the RFP and final pricing documents as incorporated into the Cooperative Master Agreement Form and the terms of the Master Agreement and applicable Participating Addendum. Terms of payment and fees for services to be performed must be included in a subsequent Statement of Work, as executed by the Participating Entity or Purchasing Entity.

6. **Certified Source of Services:** Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to the offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases utilizing this Master Agreement. The execution of this Master Agreement only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Furthermore, governmental entities of other states may execute Participating Addenda to obtain Services pursuant to the terms of this Master Agreement. The use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official. Participating Entities are solely and individually financially responsible for their respective purchases, and shall be responsible for their own charges, fees, and liabilities. The Lead State shall not be responsible for payment of any amounts owed by Participating Entities nor any other liabilities of Participating Entities. This Master Agreement is not exclusive. DOAS reserves the right to select other contractors to provide services similar to the Services described in the Master Agreement during the term of the Master Agreement. Participating States and Participating Entities may obtain similar services from other contractors. This Master Agreement does not guarantee any minimum level of purchases or use of Services.

7. **Intent of References to Bid Documents.** The references to obligations which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP and the Contractor's Response. The failure to make reference to the terms of the RFP or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Response. The contractual obligations of the Lead State, Participating Entities, and Purchasing Entities cannot be implied from the Contractor's Response.

8. **Participating Addenda.** The provision of Services to a Participating Entity and a Purchasing Entity shall be subject to the Participating Addendum negotiated and executed by the Participating Entity and Contractor. A sample Participating Addendum shall be provided by the Lead State for use by the Participating Entities. The Lead State will not be a party to the Participating Addenda and those agreements will be separate and distinct from the Master Agreement.

- a. The Participating Addendum shall incorporate this Master Agreement and may incorporate other terms and conditions specific to the Participating Entity's engagement including but not limited to:
 - i. A Statement of Work addressing items specific to the Participating Entity's engagement such as:
 - 1. Financial Considerations such as Maximum Compensation Amount, Invoicing, Terms and Payment terms
 - 2. Schedule of Events
 - 3. Milestones and deliverables
 - 4. Testing and Acceptance Requirements
 - 5. Warranties
 - 6. Service Level Agreements/Performance Guarantees/Liquidated Damages
 - 7. Project Management
 - 8. Staffing
 - ii. Confidentiality Requirements, incorporation of data breach provisions, incorporation of HIPAA and HITECH and a Business Associate Agreement specific to the engagement by the Participating Entity
 - iii. Provisions specific to the Participating Entity's engagement such as those relating to indemnification, taxes, limitation of liability, bonding, insurance requirements, termination, assignment, subcontracting, and approval requirements for changes to contractor staffing
 - iv. Ordering Procedures specific to the Participating Entity
 - v. Language incorporating the Participating Entity's rules, regulations, laws, and policies
 - vi. Language incorporating funding source requirements (for example, contract provisions required for federally funded contracts)
- b. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- c. Each Participating Entity will identify and utilize its own appropriate purchasing procedure and documentation.
- d. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific

language in some Participating Addenda in order to comply with applicable law. Such alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used to place the order.

- e. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- f. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities and Purchasing Entities are limited to their own Statements of Work and institutions having available funds. Participating States and Participating Entities incur no financial obligations on behalf of their political subdivisions.
- g. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor nor may they impact the rights of other Participating Entities. Participating Addenda shall not be construed to amend the following provisions that prescribe NASPO ValuePoint program considerations: 1) Term of the Master Agreement; Participants and Scope; Administrative Fee; Right to Publish; NASPO ValuePoint Summary and Detailed Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; and Individual Customers. Any such language is void and of no effect.
- h. The construction and effect of any Participating Addendum to the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's state. Venue for any claim, dispute, or action concerning the effect of a Participating Addendum shall be in the Participating Entity's State.
- i. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Requests for such participation should be coordinated through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; such entity must ensure that it maintains the requisite procurement authority to execute a Participating Addendum.
- j. A Participating Addendum will terminate immediately and absolutely if the Participating Entity that is party to the Participating Addendum determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Participating Entity cannot fulfill its obligations under the Participating Addendum, which determination is at the Participating Entity's sole discretion and shall be conclusive.

- k. Notwithstanding the expiration, cancellation, or termination of the Master Agreement, Contractor agrees to perform in accordance with the terms of any Participating Addendum then outstanding at the time of such expiration or termination.
 - l. Pursuant to Appendix to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.
 - m. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate database.
9. **Insurance.** The Contractor shall maintain insurance which shall protect the Contractor and the State of Georgia (as an additional insured), NASPO ValuePoint, Participating Entities, and Purchasing Entities from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the Master Agreement attached to this solicitation throughout the duration of the Master Agreement. Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish the participating entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia) and shall be with companies acceptable to the Lead State, which must have a minimum A.M. Best rating of A-; and a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements). All such coverage shall remain in full force and effect during the contract term and any renewal or extension thereof

Contractor is required to maintain the following insurance coverage's during the term of the Master Agreement:

Workers Compensation (WC): Statutory Limits Required for all Contracts NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability Combined Single Limit	\$ 1,000,000
Professional Liability	\$ 2,000,000
Cyber Risk Insurance	\$ 15,000,000
Umbrella Liability	\$ 2,000,000

Additional Insured: Contractor shall add the "<Name of Participating Entity>, its officers, employees and agents" as an additional insured under the commercial general, automobile and umbrella policies.

For the foregoing policies, Contractor shall provide at least thirty (30) days prior written notice to the Participating Entity and the Lead State before cancellation.

Certificates of Insurance showing such coverage to be in force shall be filed with the Participating Entity prior to commencement of any work under a Participation Addendum. The foregoing policies shall be obtained from insurance companies licensed to do business in Participating Entity's State and shall be with companies acceptable to the Participating Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, Contractor must procure the required insurance and provide the Participating Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

10. Indemnification. Contractor hereby releases and agrees to indemnify and hold harmless the Georgia Department of Administrative Services, the State of Georgia, its departments, agencies and instrumentalities (including but not limited to the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, The State Employee Broad Form Liability Funds, the State Insurance and Hazard Reserve Fund, and other self-insured funds, all such funds hereinafter collectively referred to as the "Funds") , Participating Entities, Purchasing Entities, NASPO ValuePoint, and each of their current or former officers, directors, and employees, in individual and official capacities from and against any and all claims, demands, liabilities, losses, costs or expenses, and attorneys' fees, caused by, growing out of, or arising from this Contract, due to any act or omission on the part of Contractor, its agents, employees, customers, invitees, licensees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the insolvency or declaration of bankruptcy by Contractor, or due to the application or violation of any pertinent federal, state or local law, rule or regulation. No settlement or compromise of any claim, loss or damage shall be binding upon the indemnified part(ies) unless approved in writing by the indemnified part(ies). This indemnification extends to the successors and assigns of Contractor, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor. Nothing in this Master Agreement, nor in any Participating Addendum, shall limit or affect Contractor's liability arising from claims brought by any third party.

11. Warranties.

- a. **Construction of Warranties Expressed in the Master Agreement and Participating Addendum with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Master Agreement, Participating Addenda, and the Contractor's Response, whether or not the Master Agreement or Participating Addenda specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the Lead State or Participating Entit(ies) shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Master Agreement and Participating Addenda are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Master Agreement and Participating Addenda and any extensions or renewals thereof.
- b. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the Participating Entities shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the Participating Entities shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the Participating Entity shall not relieve the Contractor of its warranty or any other obligation under the Master Agreement and Participating Addenda.
- c. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the Participating Entities shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the Participating Entities use of same and the exercise by the Participating Entities of the rights granted by the Master Agreement and Participating Addenda shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Master Agreement and Participating Addenda.
- d. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided hereunder will appear and operate in conformance with the terms and conditions of the Master Agreement and Participating Addenda.

- e. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Master Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Lead State and the Participating Entities.
- f. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Master Agreement and Participating Addenda are or will be fully satisfied by the Contractor so that the Lead State and the Participating Entities will not have any obligations with respect thereto.
- g. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Participating Entit(ies) is good and that transfer of title or license to the Participating Entit(ies) is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the Participating Entity. Except as otherwise expressly authorized by the Participating Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the Participating Entity.
- h. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- i. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of an authorized subcontractor. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- j. **State Security.** Participating Entity and/or Purchasing Entity may require that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to Participating Entity and/or Purchasing Entity. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Master Agreement and any Participating Addendum and Statement of Work if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the Participating Entity (or Lead State as applicable to activities solely applicable to the Master Agreement). The Contractor's employees, agents and subcontractors may be granted access to Participating Entity and/or Purchasing Entity computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Master Agreement, Participating Addendum, and Statement of Work. Such access may be terminated at the sole discretion of the Participating Entity or Purchasing Entity. The Contractor shall provide immediate notice to Lead State, Participating Entity, and Purchasing Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Participating

Entity of the changed status of any employee, agent or subcontractor granted access to Participating Entity or Purchasing Entity computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

- k. **Use of State Vehicles.** Contractor warrants that no state-owned vehicles will be used by Contractor for the performance of Services under this Master Agreement. Contractor shall be responsible for providing transportation necessary to perform all Services.

12. Access to Confidential Information.

a. Obligations owed to Lead State:

- i. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Lead State to the extent necessary to carry out the Contractor's responsibilities under the Master Agreement. The Contractor shall presume that all information received pursuant to the Master Agreement is confidential unless otherwise designated by the Lead State. If it is reasonably likely the Contractor will have access to the Lead State's confidential information, then:
 - 1. The Contractor shall provide to the Lead State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - 2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - 3. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - 4. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.
- ii. The private or confidential data shall remain the property of the Lead State at all times. Some services performed for the Lead State may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Master Agreement.
- iii. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Lead State, either during the period of the Master Agreement or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Lead State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Master Agreement, in whatever form it is maintained, promptly at the request of the Lead State.
- iv. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Lead State and cooperate with the Lead State in any lawful effort to protect the confidential information.

- v. The Contractor shall immediately report to the Lead State any unauthorized disclosure of confidential information.
- vi. The Contractor's confidentiality obligation under the Master Agreement shall survive termination of the Master Agreement.

b. Minimum Obligations Owed to Each Participating Entity and Purchasing Entity.

- i. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Participating Entity and/or Purchasing Entity to the extent necessary to carry out the Contractor's responsibilities. The Contractor shall presume that all information received from Participating Entity or Purchasing Entity is confidential unless otherwise designated by the Participating Entity or Purchasing Entity. If it is reasonably likely the Contractor will have access to the Participating Entity or Purchasing Entity's confidential information, then:
 - 1. The Contractor shall provide to the Participating Entity or Purchasing Entity a written description of the Contractor's policies and procedures to safeguard confidential information;
 - 2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - 3. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - 4. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.
- ii. The private or confidential data shall remain the property of the Participating Entity or Purchasing Entity at all times. Some services performed for the Participating Entity or Purchasing Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Participating Addendum or Statement of Work.
- iii. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Lead State, either during the period of the Master Agreement or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Participating Entity or Purchasing Entity. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Master Agreement, in whatever form it is maintained, promptly at the request of the Participating Entity or Purchasing Entity.
- iv. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Participating Entity or Purchasing Entity and cooperate with the Participating Entity or Purchasing Entity in any lawful effort to protect the confidential information.

- v. The Contractor shall immediately report to the Participating Entity or Purchasing Entity any unauthorized disclosure of confidential information.
The Contractor's confidentiality obligation under the Participating Addendum or Statement of Work shall survive termination of the Participating Addendum or Statement of Work.

- c. Additional confidentiality obligations for each engagement under this Master Agreement by a Participating Entity or a Purchasing Entity may be addressed in the Participating Addendum or Statement of Work.

13. Use of Name or Intellectual Property: Throughout the duration of this Master Agreement, Contractor must secure prior written approval from the Lead State and applicable Participating Entity for the release of any information or intellectual property that pertains to the potential work or activities covered by the Master Agreement or any Participating Addendum, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of either State, Lead State or Participating Entity trademarks or logos, Coat of Arms, any Lead State or names of other subunits of the State government, or any State official or employee reference or use of name. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State and applicable Participating Entity. The Contractor shall not make any representations of Lead State, Participating Entity, or NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

14. NASPO ValuePoint Terms:

- a. **Administrative Fee** The Contractor(s) shall pay to NASPO ValuePoint an administrative fee that is one-quarter of one percent (0.25% or 0.0025) of the total DDI expenditures made by a Participating State for work under a Participating Addendum, according to terms included in the Master Agreement. At NASPO ValuePoint's discretion, the NASPO ValuePoint administrative fee may be collected as a one-time fee or as periodic payments.
- b. **NASPO ValuePoint Summary and Detailed Usage Reports.** NASPO ValuePoint is not a party to the Master Agreement; however, NASPO ValuePoint will be the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State. In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:
 - **Summary Sales Data.** The Contractor shall submit quarterly reports, on payments received from the Participating Entity, directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
 - **Detailed Sales Data.** The Contractor and NASPO ValuePoint shall negotiate suitable detailed reporting formats to facilitate reporting of usage and administrative fees.

- The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

c. NASPO ValuePoint Cooperative Program Marketing and Performance Review.

Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

15. Changes in Contractor Personnel:

- Obligations to the Lead State:** The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing as soon as reasonably practicable, at least fourteen (14) calendar days prior to the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Lead States approval to changes in key personnel may not be unreasonably withheld.
- Obligations to Participating Entities and Purchasing Entities.** The Contractor must notify the Participating Entity or Purchasing Entity of changes in the Contractor's key personnel, in writing as soon as reasonably practicable, at least fourteen (14) calendar days prior to the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal. The Participating Entity and Purchasing Entity reserve the right to approve changes in key personnel, as identified in the Contractor's proposal. The Participating Entity and Purchasing Entity approval to changes in key personnel may not be unreasonably withheld.

16. Termination of the Master Agreement.

- Immediate Termination by Lead State.** The Lead State may terminate the Master Agreement for any one or more of the following reasons effective immediately without advance notice:
 - i. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Master Agreement effective as of the date on which the license or certification is no longer in effect;
 - ii. The Contractor furnished any statement, representation or certification in connection with the Master Agreement or the bidding process which is materially false, deceptive, incorrect or incomplete; and/or
 - iii. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Lead State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

- b. **Termination for Default.** If there is a default event caused by the Contractor, the Lead State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Lead State's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Lead State may:
 - i. Immediately terminate the Master Agreement without additional written notice; and/or
 - ii. Enforce the terms and conditions of the Master Agreement and seek any legal or equitable remedies, including but not limited to re-procurement cost.
 - c. **Termination for Convenience.** Following thirty (30) days' written notice, the Lead State may terminate the Master Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. The Lead State will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with termination, including, but not limited to, startup costs, overhead costs, lost profits, lost opportunities, resulting change in business condition, or other costs associated with the performance of the Master Agreement and Participating Addenda. In the event that this Master Agreement is terminated for convenience, each Participating Entity may either 1) elect to continue through the end of the current term of its Participating Addendum, and the parties thereto would continue the engagement as if the Master Agreement were still in effect, maintaining all rights, duties, and obligations thereunder; or 2) the Participating Entity may exercise its termination rights provided under the Participating Entity's Participating Addendum.
 - d. **The Contractor's Termination Duties.** Upon receipt of notice of termination of the Master Agreement or upon request of the Lead State, the Contractor shall:
 - i. Cooperate in good faith with the Lead State and the Participating Entities, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - ii. Furnish a report to the Lead State and NASPO within thirty (30) days of the date of notice of termination, describing the status of all Participating Addenda and any information that the Lead State may request regarding the current state of work thereunder and transition plans and status; and
 - iii. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services. The Contractor shall provide all relevant information to the Participating Entity about the equipment, software, and services required to perform the Services for the Participating entity in order to ensure a successful transition. Further, in the event that the Lead State or Participating Entity has entered into or enters into agreements with other contractors for additional work related to services rendered under the Master Agreement, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.
- 17. Force Majeure:** Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the

failure to perform such must be beyond the reasonable control and without the fault or negligence of the party. Matters of Contractor's finances may not be considered a force majeure. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Master Agreement or any Participating Addendum.

18. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Master Agreement, any Participating Addendum, and any Statement of Work including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Master Agreement, any Participating Addendum, and any Statement of Work. Contractor and Contractor's personnel shall also comply with all State of Georgia, Lead State, and Participating Entity, and Purchasing Entity policies and standards in effect during the performance of the Master Agreement, including but not limited to the State of Georgia, Lead State and Participating Entity policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Master Agreement. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in a boycott of Israel, as defined in O.C.G.A. § 50-4-85.

19. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

20. Drug-free Workplace. The Contractor hereby certifies as follows:

- a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Master Agreement; and
- b. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Master Agreement; and
- c. Contractor will secure from any subcontractor hired to work on any job assigned under this Master Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor

that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

21. Amendments. All amendments to the Master Agreement must be in writing and fully executed by duly authorized representatives of the Lead State and the Contractor.

22. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Master Agreement without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Master Agreement, such proceeding shall solely be brought in Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State of Georgia.

23. Assignment. Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, which written consent to assign, sell, transfer, or sublet rights, or delegate responsibilities under the Master Agreement, in whole or in part shall not be unreasonably withheld. For the purposes of construing this clause, a transfer of the controlling interest in the Contractor shall be considered an assignment. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO ValuePoint.

24. Use of Third Parties. Except as may be expressly agreed to in writing by the Lead State, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Master Agreement or any of the work subsequently assigned under this Master Agreement. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Master Agreement shall in any way relieve Contractor of any responsibility, obligation or liability under this Master Agreement and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Master Agreement shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Lead State. The Lead State shall have the right to request the removal of a subcontractor from the Master Agreement for good cause.

25. Integration. The Master Agreement represents the entire agreement between the Lead State and the Contractor. The Lead State and Contractor shall not rely on any representation that may have been made which is not included in the Master Agreement.

- 26. Headings or Captions.** The paragraph headings or captions used in the Master Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 27. Not a Joint Venture.** Nothing in the Master Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Master Agreement.
- 28. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Master Agreement, and for any default of activities and obligations.
- 29. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Master Agreement, this Master Agreement supersedes all prior contracts or agreements between the Lead State and the Contractor for the Services provided in connection with the Master Agreement.
- 30. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Lead State and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Master Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 31. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Master Agreement on behalf of the party at the address identified in the Cooperative Master Agreement Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the name and address of the person designated to receive notice may be changed. Such change of the designated person shall be in writing to the other party and as provided herein.

- 32. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Master Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 33. Severability.** If any provision of the Master Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Master Agreement. Further, if any provision of the Master Agreement is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Lead State and the Contractor to amend, modify, eliminate, or otherwise change any part of this Master Agreement shall not affect any other part of this Master Agreement, and the remainder of this Master Agreement shall continue to be of full force and effect.
- 34. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Master Agreement. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
- 35. Authorization.** The persons signing this Master Agreement represent and warrant to the other parties that:
 - (i) It has the right, power and authority to enter into and perform its obligations under the Master Agreement; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Master Agreement and the Master Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 36. Successors in Interest.** All the terms, provisions, and conditions of the Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 37. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Master Agreement for a period of at least five (5) years following the date of final

payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Lead State and the Participating Entities. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Master Agreement, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses materially incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

38. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Master Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

39. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Additionally, the open records and freedom of information laws of a Participating Entity shall govern record requests made of said Participating Entity.

40. Debarred, Suspended, and Ineligible Status. Debarred, Suspended, and Ineligible Status. Contractor certifies that neither it nor any of its principals nor subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental entity. This certification represents a recurring certification made at the time each Participating Addendum is executed under this Master Agreement. Contractor shall immediately notify the Lead State in the event that Contractor is suspended or debarred by a governmental entity.

41. Taxes. Lead State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. Lead State is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

For work performed for the State of Georgia, including but not limited to any entity of the State of Georgia, Contractor or an authorized subcontractor must provide the Lead State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Master Agreement, which verification is incorporated herein by reference.

42. Certification Regarding Sales and Use Tax. By executing the Master Agreement the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also

acknowledges that the State may declare the Master Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Lead State or its representative filing for damages for breach of contract.

43. Obligations Beyond Contract Term. The Master Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Master Agreement. All obligations of the Contractor incurred or existing under the Master Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Master Agreement.

44. Counterparts and Electronic Signature. The Lead State and the Contractor agree that the Master Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties hereto agree and consent to the use of electronic signatures solely for the purposes of executing the Master Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature. By signing this Master Agreement the parties hereto are agreeing to consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents. If either party prefers not to do so, the party may request to receive paper copies. Furthermore, either party may withdraw its consent regarding transaction of business using electronic communications and signatures, which shall only impact communications and signatures issued after the date of such withdrawal of consent.

45. Further Assurances and Corrective Instruments. The Lead State and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Master Agreement.

