

NINETEENTH JUDICIAL DISTRICT COURT  
THE PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

NUMBER: 641928

SECTION: 26

JAMES J. DONELON, COMMISSIONER OF INSURANCE  
FOR THE STATE OF LOUISIANA

VERSUS

STATE

OCT - 2 2015

LOUISIANA HEALTH COOPERATIVE, INC.

\*\*\*\*\*BY CLERK OF COURT\*\*\*\*\*

MOTION TO APPROVE CONTRACT FOR  
PROFESSIONAL SERVICES OF D'ANTONIO TECHNOLOGIES LLC.

NOW INTO COURT, through undersigned counsel, comes James Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as Rehabilitator, (hereinafter referred to as "the Commissioner"), and Billy Bostick, Court appointed Receiver, of Louisiana Health Cooperative, Inc. who hereby moves this Honorable Court for an Order approving a Contract For Professional Services with D'Antonio Technologies LLC., for the following reasons:

1.

LSA-R.S. 22:2018 provides that in proceedings involving only domestic insurers, Commissioner of Insurance may employ such assistants as he deems necessary. The provision allows the Commissioner to appoint one or more deputies as his agent or agents and to employ such clerks, or assistants as may by him be deemed necessary, and to give each such person such powers to assist him as he may consider wise.

2.

The Commissioner and the Receiver deems it necessary to contract with D'Antonio Technologies LLC., to provide information technology services that are requested by the Receiver on behalf of the estate of Louisiana Health Cooperative, Inc. in Receivership. A copy of the Contract is attached as Exhibit "A."

3.

As required by LSA-R.S. 22:2018, the Commissioner requests that this Honorable Court approve the Contract for Professional Services between the Commissioner and D'Antonio Technologies, LLC.

WHEREFORE, James Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as Rehabilitator and Billy Bostick, in his capacity as Court appointed Receiver, of

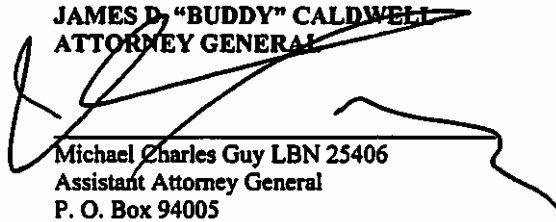
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Louisiana Health Cooperative, Inc., requests an Order of this Court approving the Contract for Professional Services with D'Antonio Technologies LLC.

**RESPECTFULLY SUBMITTED:**

**JAMES D. "BUDDY" CALDWELL**  
**ATTORNEY GENERAL**



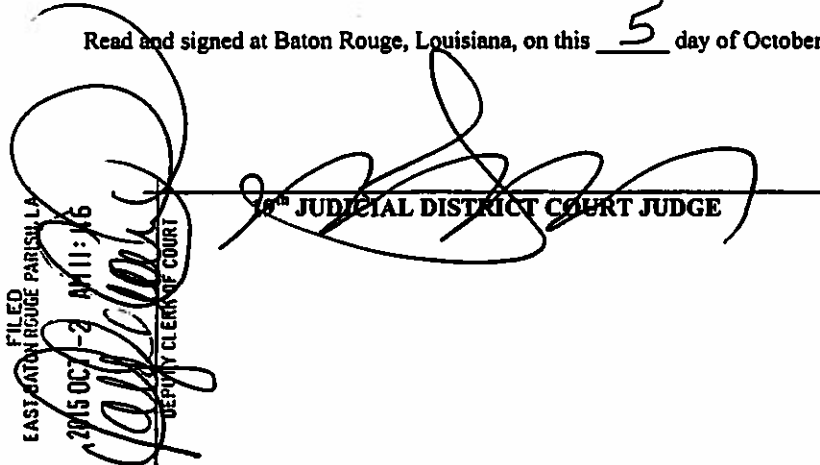
Michael Charles Guy LBN 25406  
Assistant Attorney General  
P. O. Box 94005  
Baton Rouge, LA 70804-94005  
Tel: (225) 326-6400

**ORDER**

Considering the foregoing Motion to Approve Contract for Professional Services filed on behalf of James Donelon, Commissioner of Insurance for the State of Louisiana in his capacity as Rehabilitator and Billy Bostick, in his capacity as Court appointed Receiver, of Louisiana Health Cooperative, Inc. in Receivership, collectively, and for good cause shown:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, that the Contract for Professional Services between James Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as the Rehabilitator and Billy Bostick, in his capacity as Court appointed Receiver, of Louisiana Health Cooperative, Inc. in Receivership, collectively and D'Antonio Technologies, LLC, be and it is hereby approved upon the terms and conditions set forth therein.

Read and signed at Baton Rouge, Louisiana, on this 5 day of October, 2015.

  
10<sup>th</sup> JUDICIAL DISTRICT COURT JUDGE

FILED  
EAST BATON ROUGE PARISH, LA  
2015 OCT -3 AM 11:16  
DEPUTY CLERK OF COURT

**ID#:** 15-LA1-01  
**Company:** Louisiana Health Cooperative  
**Contractor:** D'Antonio Technologies, LLC  
**Fed. Tax I.D. No:** 73-1647239

**CONTRACT FOR PROFESSIONAL SERVICES**

This contract for professional services, effective on the Effective Date (defined below) is as follows:

**Section 1. Definitions:**

Whenever used in this agreement, the following terms shall have the meanings ascribed to them below:

- 1.01: "Receiver" means the Court appointed conservator, rehabilitator, liquidator and/or receiver, of the "Company" (defined below).
- 1.02: "Company" means Louisiana Health Cooperative in Receivership
- 1.03: "Compensable Services" means all professional services rendered by CONTRACTOR to or for the Commissioner which are (a) within the scope of this contract and (b) which are reasonable, necessary, efficiently and economically performed.
- 1.04: "Contractor" means D'Antonio Technologies, LLC.
- 1.05: "Court" means the 19th Judicial Court in and for East Baton Rouge Parish, State of Louisiana.
- 1.06: "Documents" means all records, reports, documents, pleadings, exhibits, evidence files and other tangible items which are related to the services to be provided under this agreement undertaken by Contractor pursuant to this contract and which are delivered or provided to Contractor by the Receiver or acquired by Contractor in the course of rendering services pursuant to this Agreement.
- 1.07: "Effective Date" is the 1st day of September 2015.
- 1.08: "Expenses" means those items of cost which

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Contractor has incurred in connection with this contract.

1.09: "Person" means any individual, corporation, partnership, limited liability company, association, joint venture or other combination of any of the foregoing. For purposes of this contract, the term "Person" does not include the Company.

1.10: "Professional Services" means all reasonable and necessary services required of Contractor and Contractor's employees and other personnel by the Receiver from time to time during the term hereof as set forth in Section 2 of this contract.

**Section 2. Scope of Engagement:**

2.01: Contractor shall provide information technology services that are requested by the Receiver.

**Section 3. Term of Contract; Termination:**

3.01: This contract shall become effective as of the Effective Date and shall continue until the engagement is completed, or this agreement is terminated by the Receiver.

**Section 4. Compensation and Payment for Services:**

4.01: The Receiver shall pay to Contractor the amount due in accordance with the attached Exhibit A, for all Compensable Services within a reasonable time following receipt of Contractor's invoice.

**Section 5. Accounting Records and Audits:**

5.01: Contractor shall maintain complete, original records concerning the services and expense items for which payment or reimbursement is sought or obtained from the Receiver together with other bookkeeping or accounting records and reports relating to such services for a period of three years from the date of each related invoice.

5.02: The Receiver, the Legislative Auditor, the Attorney General and/or their respective designated representatives may, from time to time, and during reasonable business hours, examine, audit and copy all of Contractor's books, records and other documents which relate,

in any manner, to Contractor's billings to the Receiver hereunder.

**Section 6. Professional Liability Insurance:**

- 6.01: Contractor shall, at Contractor's sole expense, procure and maintain in full force and effect during the term of this contract, professional liability or malpractice insurance coverage with minimum policy limits as established by the Attorney General of the State of Louisiana. Until written notice of a change in limits is delivered to Contractor, minimum aggregate policy limits shall be deemed to be \$1,000,000.
  
- 6.02: Contractor shall provide a true and correct copy of the required policy, together with all endorsements riders or other additions or attachments to the policy which in any manner limit or restrict coverage to the Receiver within ten (10) days of the execution of this contract.
  
- 6.03: Contractor shall immediately give notice to the Receiver of the occurrence of any event affecting the required policy, including but not limited to any notice of cancellation, non-renewal, limitation or modification of covered persons, policy coverage or policy limits.

**Section 7. Ownership and Maintenance of Records and Files:**

- 7.01: The Documents shall be and remain the property of the company.
  
- 7.02: Contractor shall promptly notify the Receiver of the receipt of any subpoena or subpoena duces tecum received commanding the production or disclosure of any of the Documents or the contents thereof.

**Section 8. Agreement Not To Discriminate:**

- 8.01: Contractor shall not discriminate in the employment of any individual in connection with this contract on the basis of age, disability, national origin, race, religion, sex or sexual orientation.

**Section 9. Applicable Law:**

9.01: This agreement shall be construed under the laws of the State of Louisiana.

**Section 10. Required Approvals:**

10.01: This contract is subject to the approval of the 19th Judicial District Court and shall not become effective unless it is so approved.

**Section 11. Taxes:**


11.01: The payment of all taxes due upon funds received under this contract shall be Contractor's sole responsibility and obligation and shall be identified under the Contractor's Federal tax identification number which Counsel declares to be correctly stated at the top of the first page of this agreement.

**Section 12. Referral of Criminal Conduct:**

12.01: The Receiver has a responsibility to notify law enforcement officials of any conduct of the Company or its directors, officers, employees, consultants, agents, and engaged professionals that may constitute a violation of state or federal criminal statutes. The Contractor shall promptly forward any information that indicates suspected criminal behavior to the Receiver and to the Attorney General of the State of Louisiana.

IN WITNESS WHEREOF, the parties hereto have signed this contract on the dates indicated below their respective names.

Louisiana Health Cooperative in Receivership

  
Billy J. Bostick  
Receiver

09/24/2015  
Date

D'Antonio Technologies, LLC

  
Philip D'Antonio

09/01/2015  
Date

**Exhibit "A"**

**Hourly Rates**

**Philip D'Antonio            \$150.00 per hour**