

19TH JUDICIAL DISTRICT COURT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

JAMES J. DONELON, COMMISSIONER : SUIT NO.: 651,069
OF INSURANCE FOR THE STATE OF : :
LOUISIANA, IN HIS CAPACITY AS : SECTION: 22
REHABILITATOR OF LOUISIANA : :
HEALTH COOPERATIVE, INC. : :

VERSUS

TERRY S. SHILLING, GEORGE G. : :
CROMER, WARNER L. THOMAS, IV, : :
WILLIAM A. OLIVER, CHARLES D. : :
CALVI, PATRICK C. POWERS, CGI : :
TECHNOLOGIES AND SOLUTIONS, : :
INC., GROUP RESOURCES : :
INCORPORATED, BEAM PARTNERS, : :
LLC, AND TRAVELERS CASUALTY : :
AND SURETY COMPANY OF : :
AMERICA : :

AFFIDAVIT OF DAVID M. DILLON

STATE OF TEXAS

COUNTY OF COLLIN


David M. Dillon, under oath and before the undersigned notary public, hereby states and attests to the following:


1. I am currently employed by Lewis & Ellis, Inc. (“L&E”), and have been since before July of 2014. I am Senior Vice President and Principal of L&E, which is an actuarial services firm.
2. Pursuant to Professional Services Contract, bearing Contract Number 729254, dated May 16, 2014, by and between the Louisiana Department of Insurance (“LDI”) and L&E (“Services Contract”), L&E provided actuarial services to LDI regarding Louisiana Health Cooperative, Inc. (“LAHC”). A copy of the Services Contract is attached, as I understand the contract is a public record of LDI.

3. L&E first performed services for LDI relating to LAHC in July of 2014, and last performed actuarial services for LDI relating to LAHC in July of 2015.
4. At all times while performing services relating to LAHC, L&E was engaged solely as an independent contractor and agent on behalf of LDI, and at no times did L&E provide actuarial services under agreement directly with LAHC or on behalf of any other client, public or private.

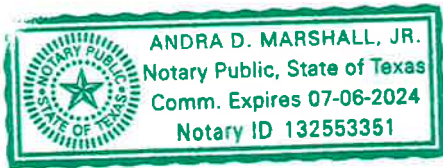
I declare, verify, and certify under penalty of perjury under the laws of Texas and the United States of America that the foregoing is true and correct.

Executed on the 2nd day of February, 2021.


Printed Name: David M. Dillon


Notary Public

Printed Name: Andra D. Marshall, Jr.
Texas Notary Commission No.: 7/6/2024
My Commission Expires: 132553351



Professional Services Contract

STATE OF LOUISIANA

Federal Tax ID Number: 75-1281520

PARISH OF EAST BATON ROUGE

Contract Number: 729254

Be it known, that on the 16th day of **May, 2014**, the Louisiana Department of Insurance (hereinafter sometimes referred to as "State") and **Lewis & Ellis, Inc., 2929 N. Central Expressway, Suite 200, Richardson, TX 75080**, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor agrees to perform the services described in Appendix A, attached hereto.

Terms of Contract

The term of this contract shall commence on **July 1, 2014** and shall terminate at the close of business on **June 30, 2015**, unless terminated earlier as provided herein; however, this contract shall not be considered valid until approved by the Office of Contractual Review.

Payment for Services

LDI agrees to pay Contractor for services rendered under this contract at the rate set forth in Appendix A, and shall not exceed the maximum set forth in Appendix A which is attached hereto and made a part hereof. Contractor agrees to prepare billings in accordance with the guidelines of the Louisiana Department of Insurance. The total amount paid under this contract shall not exceed the sum of:

ONE HUNDRED SEVENTY-FIVE THOUSAND (\$175,000.00) DOLLARS

Fiscal Funding

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

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

Termination for Cause

The State may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the contractor written notice specifying the contractor's failure. If within thirty (30) days after receipt of such notice, the contractor shall not have either corrected such failure or, in the case of failure which cannot be correct in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the contractor shall 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 may terminate the contract at any time by giving thirty (30) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA R.S. 39:1524-1526.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number: **75-1281520**

Nonassignability

No contractor shall assign any interest in this contract 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.

Applicable Law

It is expressly understood, and agreed by both parties, that the laws of the State of Louisiana shall govern and apply to any interpretation of a dispute or claim arising under this contract.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Contractual Review

It is further understood that this contract is subject to review by the Division of Administration of the State of Louisiana and such other appropriate authorities as are necessary for contractual review in the State of Louisiana.

Submission of Invoices and Reports by Contractor

Contractor shall submit to LDI, through the Contract Supervisor, the following:

- Invoices: Invoices shall be submitted in accordance with the provisions of Appendix A attached hereto.
- Reports: Reports shall be submitted as required by the Contract Supervisor.

It is understood that if the contractor shall fail to submit any of the above reports in a timely fashion, LDI shall not be responsible for payment thereof, either under this contract or in quantum meruit.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All of the above records shall be and remain confidential, unless and until an authorization for their release is given by the Commissioner of Insurance or his/her representative.

All records which are subject to subpoena by legal process shall be assembled by Contractor; the contract supervisor and the Commissioner of Insurance shall be notified as soon as possible after receipt of the subpoena. Upon approval by the Commissioner or his/her authorized representative, Contractor shall provide the records in answer to the subpoena.

Travel Reimbursements

Travel will not be reimbursed under this contract.

Services for Insurance Industry

Contractor hereby agrees that without prior written approval of the Commissioner of Insurance, no contractual services will be performed by Contractor for an insurance company licensed to do business in Louisiana during the period of time in which the same, or similar services, are being provided to the Department of Insurance.

Discrimination Clause

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this agreement as of this day of May 16, 2014.

STATE AGENCY SIGNATURE:



Denise Brignac
Chief of Staff

WITNESS SIGNATURES:

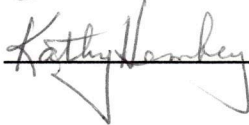
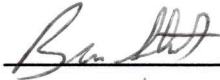


CONTRACTOR SIGNATURE:



David M. Dillon, FSA, MAAA
Vice President & Principal
Lewis & Ellis, Inc.

WITNESS SIGNATURES:



APPROVED
Office of the Governor
Office of Contractual Review

JUL 07 2014

Paula Lewis for
Pamela Bartfay Rice

ATTACHMENT I

APPENDIX A

Professional Services to be Provided

Professional services to be provided by Contractor for the Department of Insurance:

- To perform actuarial services to meet the requirements of the Patient Protection and Affordable Care Act (PPACA).
- To develop and/or expand LDI rate review procedures and systems to comply with the rate review requirements of PPACA.
- Perform other professional actuarial services related to the evaluation of health insurance premiums/rates, as defined by the Department of Insurance's Chief Actuary.

The following fees and expenses shall be paid under the Professional Services Contract to which this is attached:

Fees:

Project Director	\$310 per hour
Senior Actuaries	\$310 per hour
Actuary	\$220 per hour
Actuarial Analyst	\$125 per hour
Data/IT	\$100 per hour
Clerical	\$40 per hour

Travel: Will not be reimbursed under this contract.

Provided, however, that the total amount paid under this contract shall not exceed the sum of:

EIGHTEEN THOUSAND NINE HUNDRED (\$18,900.00) DOLLARS

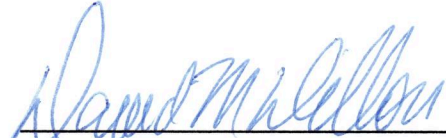
Submission of Invoices

All invoices shall be submitted monthly to:

**Louisiana Department of Insurance
Office of Management & Finance
Fiscal Affairs
P.O. Box 94214
Baton Rouge, LA 70804-9214**



Denise Brignac
Chief of Staff



David M. Dillon, FSA, MAAA
Vice President & Principal
Lewis & Ellis, Inc.

ATTACHMENT III

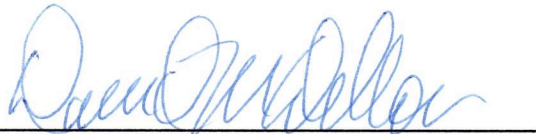
CONFIDENTIALITY

While the majority of the business conducted by the Department of Insurance is public information, confidentiality of certain information is, and must be, a high priority.

The decision as to what information to release, and when, is one for the Commissioner of Insurance to make in each instance.

Accordingly, the Contractor hereby agrees that in furtherance of this objective the Contractor will not release any information concerning the work done in connection with this contract which he possesses, or may, from time to time, come to possess, without the express written authorization of the Commissioner of Insurance or his designee.

Any Contractor who does not abide by this policy is subject to cancellation of this contract, and such other action as may be appropriate under the circumstances.



David M. Dillon, FSA, MAAA
Vice President & Principal
Lewis & Ellis, Inc.

5/27/14

Date

LEWIS & ELLIS, INC.

GOAL / OUTCOME / PERFORMANCE MEASURES / MONITORING PLAN

GOAL/PURPOSE:

Contractor may be required to perform actuarial services on one or more of the types of projects described below and/or assist LDI with other actuarial services not specified herein:

- To perform actuarial services to meet the requirements of the Patient Protection and Affordable Care Act (PPACA).
- To develop and/or expand LDI rate review procedures and systems to comply with the rate review requirements of PPACA.
- Perform other professional actuarial services related to the evaluation of health insurance premiums/rates, as defined by the Department of Insurance's Chief Actuary in conjunction with the staff of the Health Insurance Rate Review Section.

OUTCOMES RELATED TO PAYMENT:

- Completed report of requirements PPACA places upon the Actuarial Division.
- Completed report of procedures needed by Actuarial Division to meet PPACA requirements.
- Report of findings on each additional project related to the evaluation of health insurance premiums/rates, as defined by the Department of Insurance's Chief Actuary in conjunction with the staff of the Health Insurance Rate Review Section.

PERFORMANCE INDICATOR:

- Submission of report for requirements PPACA places upon the Actuarial Division.
- Submission of report for procedures needed by Actuarial Division to meet PPACA requirements.
- Submission of reports on each additional project related to the evaluation of health insurance/rates, as defined by the Department of Insurance's Chief Actuary in conjunction with the staff of the Health Insurance Rate Review Section.

MONITORING PLAN:

- No work shall be performed without direct request from contract supervisor.
- Review of monthly time and cost reports and billings.
- Review of draft reports and work papers.

Amendment to Agreement between the State of Louisiana
Louisiana Department of Insurance

AND

Lewis & Ellis, Inc.
700 Central Expressway South, Suite 550
Allen, TX 75013
(972) 850-0580
Vendor Number: 75-1281520

Amendment Provisions

Change Agreement from:

The total amount paid under this contract shall not exceed the sum of:

ONE HUNDRED SEVENTY-FIVE THOUSAND (\$175,000.00) DOLLARS

Change Agreement to: (if increase, indicate reason)


The total amount paid under this contract shall not exceed the sum of:

TWO HUNDRED SIXTY THOUSAND (\$260,000.00) DOLLARS


The federal government is requiring rates be submitted and reviewed earlier than was previously anticipated. As a result, more funding is required for rate review.

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

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:



David M. Dillon, FSA, MAAA
Vice President & Principal




Date



Denise Brignac
Chief of Staff

APPROVED
Office of the Governor
Office of Contractual Review

MAR 12 2015



Date

