

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET STATE CAPITOL P.O. BOX 44294, CAPITOL STATION BATON ROUGE, LOUISIANA 70804 (225) 342-1964

REPRESENTATIVE JEROME ZERINGUE CHAIRMAN

SENATOR BODI WHITE VICE-CHAIRMAN

AGENDA Thursday, February 17, 2022 1:30 P.M. House Committee Room 5

- I. CALL TO ORDER
- II. ROLL CALL
- III. BUSINESS
- 1. Fiscal Status Statement and Five-year Baseline Budget
- 2. BA-7 Agenda
- 3. Facility Planning and Control Agenda
- 4. Review and approval of the proposed regulations and guidelines for the distribution and allocation of monies appropriated to the Board of Regents, Office of Student Financial Assistance for the M.J. Foster Promise Program in accordance with the provisions of R.S. 17:3047.4(D)(3)
- 5. Interpretation of legislative intent for appropriations contained in Act 120 of the 2021 Regular Session of the Legislature in accordance with the provisions of R.S. 24:653(E)
- 6. Review and approval of Deputy Sheriffs' Back Supplemental Pay in accordance with the provisions of R.S. 40:1667.8
- 7. Review and approval of Amendment No. 7 to the Transportation Trust Fund Cooperative Endeavor Agreement in connection with the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds
- 8. Review of amendments to extend the contract between the University of Louisiana at Lafayette and Ellucian Company L.P. for software license, hosting services, and maintenance in accordance with the provisions of R.S. 39:198(M)
- 9. Update from the Louisiana Workforce Commission on the Unemployment Compensation Fund balance, tax collections, and benefits paid

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

V. ADJOURNMENT

Persons who do not feel comfortable giving testimony in person may submit a prepared statement in accordance with House Rule 14.33 in lieu of appearing before the committee:

A. Any interested person or any committee member may file with the committee a prepared statement concerning a specific instrument or matter under consideration by the committee or concerning any matter within the committee's scope of authority, and the committee records shall reflect receipt of such statement and the date and time thereof.

B. Any person who files a prepared statement which contains data or statistical information shall include in such prepared statement sufficient information to identify the source of the data or statistical information. For the purposes of this Paragraph, the term "source" shall mean a publication, website, person, or other source from which the data or statistical information contained in the prepared statement was obtained by the person or persons who prepared the statement.

NOTE: Statements emailed to <u>briscoed@legis.la.gov</u> and received prior to noon on Wednesday, February 16, 2022, will be distributed to the committee members prior to the meeting.

All persons desiring to participate in the meeting shall utilize appropriate protective health measures and observe the recommended and appropriate social distancing.

JEROME "ZEE" ZERINGUE, CHAIRMAN

PLEASE SUBMIT A WITNESS CARD TO THE COMMITTEE ADMINISTRATIVE ASSISTANT BEFORE THE MEETING BEGINS IF YOU WANT TO TESTIFY BEFORE THE COMMITTEE.

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET GENERAL FUND FISCAL STATUS STATEMENT FISCAL YEAR 2021-2022 (\$ in millions)

February 18, 2022

rebruary 16, 2022			FEBRUARY 2022 Over/(Under)
	JANUARY 2022	FEBRUARY 2022	JANUARY 2022
GENERAL FUND REVENUE			
Revenue Estimating Conference, January 11, 2022	\$10,735.000	\$10,735.000	\$0.000
FY 20-21 Revenue Carried Forward into FY 21-22	\$183.621	\$183.621	\$0.000
Total Available General Fund Revenue	\$10,918.621	\$10,918.621	\$0.000
APPROPRIATIONS AND REQUIREMENTS			
Non-Appropriated Constitutional Requirements			
Debt Service	\$434.030	\$434.030	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	\$525.353	\$525.353	\$0.000
Appropriations			
General (Act 119 of 2021 RS)	\$9,260.639	\$9,260.639	\$0.000
Ancillary (Act 113 of 2021 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 116 of 21 RS)	\$164.008	\$164.008	\$0.000
Legislative (Act 117 of 21 RS)	\$73.610	\$73.610	\$0.000
Capital Outlay (Act 485 of 2021 RS)	\$43.332	\$43.332	\$0.000
Total Appropriations	\$9,541.590	\$9,541.590	\$0.000
Total Appropriations & Non-Appropriated Constitutional Requirements	\$10,066.942	\$10,066.942	\$0.000
General Fund Revenue Less Appropriations and Requirements	\$851.679	\$851.679	\$0.000

II. FY 2020-2021 Fiscal Status Summary:

In accordance with Act 1092 of the 2001 Regular Session and Act 107 of the 2002 First Extraordinary Session (R.S. 39:75), the first budget status report presented after October 15th shall reflect the fund balance for the previous fiscal year. "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

FY21 GENERAL FUND DIRECT SURPLUS/DEFICIT - ESTIMATED (millions)

FY20 Surplus/(Deficit)		270.434
Other Obligations Against Cash Carried Over from FY20 to FY21		
General Fund - Direct Carryforward	67.251	
Unappropriated FY17 & FY18 Surpluses	1.234	
FY19 Surplus Transferred Out in FY21	105.938	
Transfer from Budget Stabilization Fund per HCR 1 of 2020 1ES	90.063	
Fotal Other Obligations Against Cash Carried Over from FY20 to FY21		264.486
FY21 General Fund - Adjusted Direct Revenues:		10,695.872
Total General Funds Available for Expenditure in FY21	-	11,230.792
Y21 General Fund - Direct Appropriations & Requirements:		
Draws of General Fund - Direct Appropriations	(9,090.377)	
General Obligation Debt Service	(429.052)	
Transfer to the Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Transfer to Coastal Protection & Restoration Fund (Z12) - R.S. 49:214.5.4	(7.230)	
Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15	(205.422)	
Transfers - Legislative Actions	(152.212)	
Transfers - Other	(3.016)	
Use of Prior Year(s) Surplus - Appropriated or Transferred	(377.606)	
Fotal FY21 General Fund - Direct Appropriations & Requirements		(10,354.914)
General Fund Direct Cash Balance	-	875.878
Obligations Against the General Fund Direct Cash Balance		
General Fund - Direct Carryforwards from FY21 to FY22	(183.621)	
FY20 adjustments completed in FY21	(24.824)	
Capital Outlay/Fund corrections made in FY22	2.860	
Tobacco Tax allocation corrections made in FY22	28.925	
Fotal Obligated General Fund Direct		(176.659)
Net General Fund Direct Surplus/(Deficit)	=	699.220
Certification in accordance with R.S. 39:75A(3)(a)		\$699,219,732
Current Year Items Requiring Action		
	405 00	
Various agencies state cost share for Public Assistance - natural disasters (Supp. Bill)	\$35.00	
GOHSEP - state cost share for Individual Assistance for Other Needs Assistance - various natural disasters Supp. Bill)	\$197.20	
GOHSEP - Final closeout - various natural disasters (Supp. Bill)	\$71.00	
GOHSEP - LWIN transition to Ethernet and new generators (Supp. Bill)	\$6.90	
DRM - Repayment of outstanding debts associated with Hurricane Katrina projects (Supp. Bill)	\$135.50	
Military - death benefit payments (R.S. 29:26.1.) (Supp. Bill)	\$2.07	
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Corrections - personal services, shortfall of probation & parole fees, offender tracking technology (Supp. Bill)\$16.70LDH - Savings from the use of eFMAP due to extension of the Public Health Emergency; projected expenditure
savings based on the January Medicaid forecast report (Supp. Bill)(\$329.50)Deposit into the new Baton Rouge Bridge Fund Conservation Fund (Funds Bill)\$500.00

Deposit into the State Emergency F	Response Fund (SERF) for cybersecurity res	once evnenditures (Funds Rill) \$20	0.00
Deposit into the state Linergency i	(SERIE) for cybersecurity res		0.00

Items Requiring Action Total

\$654.87

IV. Horizon Issues Not Contained in 5-Year Plan

Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)

State share owed to FEMA upon the final closeout of various disasters, including Hurricane Katrina, for public assistance (state, local and private non-profits) and hazard mitigation projects. Final closeouts of the various disasters are not expected until FY22 at the earliest and Katrina FY23, but could extend beyond the 5-year baseline projection window.

FIVE YEAR BASE LINE PROJECTION STATE GENERAL FUND SUMMARY CONTINUATION

Official

Fiscal Year Fiscal Year Fiscal Year Fiscal Year Fiscal Year Fiscal Year Piscal Year		Current	Ensuing	Projected	Projected	Projected
Description Description <thdescription< th=""> <thdescription< th=""></thdescription<></thdescription<>	REVENIIES.					
Less Dedications (\$3,134,100,000) (\$2,637,300,000) (\$3,202,290,000) (\$3,100,200,000) (\$3,072,700,000) TOTAL REC REVENUES \$10,735,000,000 \$10,935,800,000 \$10,902,900,000 \$10,972,300,000 \$10,955,000,000 NNUAL REC GROWTH RATE 1.87% -0.30% -0.26% 2.83% Other Revenues: 1.87% -0.30% -0.26% 2.83% Other Revenue \$103,620,001 \$0 \$0 \$0 \$0 Total Other Revenue \$103,620,001 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000 Carry Forward Balances \$103,104,00,001 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000,000 IOTAL REVENUES \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,505,900,000,000 INTAL REVENUES \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,2300,000 \$10,505,900,000,000 INTAL REVENUES \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,2300,000 \$10,850,2873,888,83,03 \$10,850,2873,888,83,03		2021-2022	2022-2023	2023-2024	2027-2023	2023-2020
International International International International International ANNUAL REC GROWTH RATE 1.879 4-0.004 \$10,872,300,000 \$10,565,000,000 ANNUAL REC GROWTH RATE 1.879 4-0.004 4-0.289 -2.889 Other Revenues: 1 1 - - - Carry Forward Balances \$183,620,001 \$0 \$0 \$0 \$0 \$0 TOTAL REVENUES \$10,918,620,001 \$10,992,900,000 \$10,872,300,000 \$10,565,000,000 Total Other Revenue \$113,620,001 \$10,992,900,000 \$10,872,300,000 \$10,502,976,68 \$10,502,976,68 \$10,502,900,000 TotAL REVENUES \$10,918,620,801 \$10,992,900,000 \$10,872,300,000 \$10,502,976,68 \$10,350,037,085 Ancillary Appropriation Bill (Act 119 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,502,976,68 \$10,350,037,085 Ancillary Appropriation Bill (Act 110 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,502,982,602 \$10,1502,976,68 \$10,350,370,855 Ancillary Appropriation Bill (Act 110 of 2021 RS) \$10,16	Taxes, Licenses & Fees	\$13,869,000,000	\$13,573,100,000	\$13,725,800,000	\$13,972,500,000	\$13,637,600,000
ANNUAL REC GROW TH RATE 1.07% -0.30% -0.20% -2.03% Other Revenues: 1 1 1 1 1 Carry Forward Balances \$183,620,801 \$0 \$0 \$0 \$0 Total Other Revenue \$1163,620,801 \$10 \$10 \$10 \$10 TOTAL REVENUES \$10,918,620,801 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000 EXPENDITURES: \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000 EXPENDITURES: \$10,918,620,801 \$10,902,900,000 \$10,872,260,810,815,023,085 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$10,150,277,968 \$10,352,222 \$16,783,2622 \$16,783,2622 \$16,783,2622 \$16,7832,622 \$16,7832,622 \$16,7832,622	Less Dedications	(\$3,134,100,000)	(\$2,637,300,000)	(\$2,822,900,000)	(\$3,100,200,000)	(\$3,072,700,000)
ANNUAL REC GROW TH RATE 1.07% -0.30% -0.20% -2.03% Other Revenues: 1 1 1 1 1 Carry Forward Balances \$183,620,801 \$0 \$0 \$0 \$0 Total Other Revenue \$1163,620,801 \$10 \$10 \$10 \$10 TOTAL REVENUES \$10,918,620,801 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000 EXPENDITURES: \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000 EXPENDITURES: \$10,918,620,801 \$10,902,900,000 \$10,872,260,810,815,023,085 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$10,150,277,968 \$10,352,222 \$16,783,2622 \$16,783,2622 \$16,783,2622 \$16,7832,622 \$16,7832,622 \$16,7832,622		¢10 725 000 000	¢10.025.000.000	¢10,002,000,000	¢10.072.200.000	¢10 F6F 000 000
Other Revenues: Image: Constraint of the second secon	TOTAL NEU NEVENUES	\$10,755,000,000	\$10,955,800,000	\$10,902,900,000	\$10,072,300,000	\$10,303,000,000
Carry Forward Balances \$183,620,801 \$0 \$0 \$0 \$0 Total Other Revenue \$183,620,801 \$0 \$0 \$0 \$0 \$0 TOTAL REVENUES \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,872,300,000 \$10,850,027,085 \$10,350,222,0550,03 \$10,350,220,22<	ANNUAL REC GROWTH RATE		1.87%	-0.30%	-0.28%	-2.83%
Total Other Revenue 300	Other Revenues:					
Total Other Revenue \$183,620,801 \$0 \$0 \$0 \$0 TOTAL REVENUES \$10,918,620,801 \$10,935,800,000 \$10,902,900,000 \$10,872,300,000 \$10,565,000,000 EXPENDITURES	Carry Forward Balances	\$183.620.801	\$0	\$0	\$0	\$0
EXPENDITURES: General Appropriation Bill (Act 119 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$0 \$0 \$23,254,113 \$28,848,303 \$34,638,290 Non-Appropriation Bill (Act 116 of 2021 RS) \$525,352,685 \$533,894,467 \$543,798,376 \$\$561,667,759 \$\$563,914,889 Judicial Appropriation Bill (Act 116 of 2021 RS) \$164,008,439 \$165,950,034 \$167,832,622 <td>Total Other Revenue</td> <td></td> <td></td> <td></td> <td></td> <td></td>	Total Other Revenue					
EXPENDITURES: General Appropriation Bill (Act 119 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$0 \$0 \$23,254,113 \$28,848,303 \$34,638,290 Non-Appropriation Bill (Act 116 of 2021 RS) \$525,352,685 \$533,894,467 \$543,798,376 \$\$561,667,759 \$\$563,914,889 Judicial Appropriation Bill (Act 116 of 2021 RS) \$164,008,439 \$165,950,034 \$167,832,622 <td></td> <td><i>\$10.010.000.001</i></td> <td></td> <td>¢40.000.000.000</td> <td></td> <td></td>		<i>\$10.010.000.001</i>		¢40.000.000.000		
General Appropriation Bill (Act 119 of 2021 RS) \$9,077,018,132 \$9,879,544,824 \$10,581,672,260 \$10,150,297,968 \$10,350,037,085 Ancillary Appropriation Bill (Act 113 of 2021 RS) \$0 \$0 \$23,254,113 \$28,848,303 \$34,638,290 Non-Appropriated Requirements \$525,352,668 \$553,894,467 \$\$43,798,376 \$\$561,667,759 \$\$563,914,889 Judicial Appropriation Bill (Act 116 of 2021 RS) \$164,008,439 \$165,950,034 \$\$167,832,622 \$162,914,83 \$10,914,833 \$10,914,833 \$10,914,833 \$10,914,833 \$165,914,833 \$10,914,833	TOTAL REVENUES	\$10,918,620,801	\$10,935,800,000	\$10,902,900,000	\$10,872,300,000	\$10,565,000,000
Ancillary Appropriation Bill (Act 113 of 2021 RS) \$0 \$0 \$23,254,113 \$28,848,303 \$34,638,290 Non-Appropriated Requirements \$525,352,685 \$533,894,467 \$543,798,376 \$561,667,759 \$563,914,889 Judicial Appropriation Bill (Act 116 of 2021 RS) \$164,008,439 \$165,950,034 \$167,832,622 \$167,832,624 \$25,162,436 \$25,162,436 \$25,162,436 \$25,162,436 \$25,162,436 \$25,162,436 \$10,77,74 \$73,582,774 \$73,582,774 \$73,582,774 \$73,582,774	EXPENDITURES:					
Non-Appropriated Requirements \$525,352,685 \$533,894,467 \$543,798,376 \$561,667,759 \$563,914,889 Judicial Appropriation Bill (Act 116 of 2021 RS) \$164,008,439 \$165,950,034 \$167,832,622 \$17,3582,774 \$73,582,774 \$73,582,774 \$73,582,774 \$73,582,774 \$173,582,774 \$173,582,774 \$173,582,774 \$173,582,774 \$173,582,774 \$174,674 \$11,415,3	General Appropriation Bill (Act 119 of 2021 RS)	\$9,077,018,132	\$9,879,544,824	\$10,581,672,260	\$10,150,297,968	\$10,350,037,085
Judicial Appropriation Bill (Act 116 of 2021 RS) \$164,008,439 \$165,950,034 \$167,832,622 \$167,832,622 Legislative Appropriation Bill (Act 117 of 2021 RS) \$73,610,173 \$73,5610,173 \$73,582,774 \$73,582,774 \$73,582,774 Special Acts \$0 \$0 \$25,162,436 \$25,162,436 \$25,162,436 Capital Outlay Bill (Act 485 of 2021 RS) \$43,331,996 \$0 \$0 \$0 \$0 TOTAL ADJUSTED EXPENDITURES (less carryforwards) \$9,883,321,425 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 ANNUAL ADJUSTED GROWTH RATE 7.79% 7.16% -3.57% 1.89% Other Expenditures: 1 1 1 1 Carryforward BA-7s Expenditures \$113,620,801 \$0 \$0 \$0 TOTAL EXPENDITURES \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 Total Other Expenditures \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 PROJECTED BALANCE \$851,678,575 \$282,800,502 \$\$12,402,581 \$11,007,391,862 \$11,215,168,096 <td>Ancillary Appropriation Bill (Act 113 of 2021 RS)</td> <td>\$0</td> <td>\$0</td> <td>\$23,254,113</td> <td>\$28,848,303</td> <td>\$34,638,290</td>	Ancillary Appropriation Bill (Act 113 of 2021 RS)	\$0	\$0	\$23,254,113	\$28,848,303	\$34,638,290
Legislative Appropriation Bill (Act 117 of 2021 RS) \$73,610,173 \$73,610,173 \$73,582,774 \$73,582,774 Special Acts \$0 \$0 \$0 \$25,162,436 \$25,162,436 Capital Outlay Bill (Act 485 of 2021 RS) \$43,331,996 \$0 \$0 \$0 \$0 TOTAL ADJUSTED EXPENDITURES (less carryforwards) \$9,883,321,425 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 ANNUAL ADJUSTED GROWTH RATE 7.79% 7.16% -3.57% 1.89% Other Expenditures: 1 1 1 1 Carryforward BA-7s Expenditures \$183,620,801 \$0 \$0 \$0 \$0 TOTAL EXPENDITURES \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$10,99% Other Expenditures 1	Non-Appropriated Requirements	\$525,352,685	\$533,894,467	\$543,798,376	\$561,667,759	\$563,914,889
Special Acts \$0 \$0 \$25,162,436 \$25,162,436 \$25,162,436 \$25,162,436 Capital Outlay Bill (Act 485 of 2021 RS) \$43,331,996 \$0 \$0 \$0 \$0 \$0 \$0 TOTAL ADJUSTED EXPENDITURES (less carryforwards) \$9,883,321,425 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 ANNUAL ADJUSTED GROWTH RATE 7.79% 7.16% -3.57% 1.89% Other Expenditures: 1 1 1 1 Carryforward BA-7s Expenditures \$183,620,801 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0					· ·	
Capital Outlay Bill (Act 485 of 2021 RS) \$43,331,996 \$0 \$0 \$0 \$0 TOTAL ADJUSTED EXPENDITURES (less carryforwards) \$9,883,321,425 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 ANNUAL ADJUSTED GROWTH RATE 7.79% 7.16% -3.57% 1.89% Other Expenditures: 1 1 1 1 Carryforward BA-7s Expenditures \$183,620,801 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 Total Other Expenditures \$110,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 PROJECTED BALANCE \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,215,168,096 \$11,215,168,096		\$73,610,173				
Image: Second		+ -				
ANNUAL ADJUSTED GROWTH RATE 7.79% 7.16% -3.57% 1.89% Other Expenditures: Carryforward BA-7s Expenditures \$183,620,801 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 TOTAL EXPENDITURES \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 PROJECTED BALANCE \$851,678,575 \$282,800,502 (\$512,402,581) (\$135,091,862) (\$650,168,096)	Capital Outlay Bill (Act 485 of 2021 RS)	\$43,331,996	\$0	\$0	\$0	\$0
Other Expenditures: Image: Carryforward BA-7s Expenditures \$183,620,801 \$0	TOTAL ADJUSTED EXPENDITURES (less carryforwards)	\$9,883,321,425	\$10,652,999,498	\$11,415,302,581	\$11,007,391,862	\$11,215,168,096
Other Expenditures: Image: Carryforward BA-7s Expenditures \$183,620,801 \$0	ANNUAL ADJUSTED GROWTH RATE		7.79%	7.16%	-3.57%	1.89%
Carryforward BA-7s Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 TOTAL EXPENDITURES \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 PROJECTED BALANCE \$851,678,575 \$282,800,502 (\$512,402,581) (\$135,091,862) (\$650,168,096)						
Total Other Expenditures \$183,620,801 \$0 \$0 \$0 \$0 \$0 TOTAL EXPENDITURES \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 PROJECTED BALANCE \$851,678,575 \$282,800,502 (\$512,402,581) (\$135,091,862) (\$650,168,096)		\$102 620 001	\$0	\$0	¢0	¢0
TOTAL EXPENDITURES \$10,066,942,226 \$10,652,999,498 \$11,415,302,581 \$11,007,391,862 \$11,215,168,096 PROJECTED BALANCE \$851,678,575 \$282,800,502 (\$512,402,581) (\$135,091,862) (\$650,168,096)	Carryiorward BA-78 Experiorures	\$185,020,801	<u></u> ۵0	<u>۵</u> 0	<u>۵</u> 0	<u>۵</u> ۵
PROJECTED BALANCE \$851,678,575 \$282,800,502 (\$135,091,862) (\$650,168,096)	Total Other Expenditures	\$183,620,801	\$0	\$0	\$0	\$0
	TOTAL EXPENDITURES	\$10,066,942,226	\$10,652,999,498	\$11,415,302,581	\$11,007,391,862	\$11,215,168,096
Oil Prices included in the REC forecast. \$68.62 \$64.48 \$64.06 \$63.61 \$63.16	PROJECTED BALANCE	\$851,678,575	\$282,800,502	(\$512,402,581)	(\$135,091,862)	(\$650,168,096)
	Oil Prices included in the REC forecast.	\$68.62	\$64.48	\$64.06	\$63.61	\$63.16

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET BA-7 AGENDA February 2022

A. **Fiscal Status Statement** B. **5-Year Base Line Projection** C. **Regular BA-7s** 1 EXEC **Executive Department** (01-111) Governor's Office of Homeland Security & Emergency Preparedness 2 **ELOF** Department of Justice (04-141) Office of the Attorney General CRT 3 Department of Culture, Recreation and Tourism (06-264) Office of State Parks CRT 4 Department of Culture, Recreation and Tourism (06-265) Office of Cultural Development 5 CORR Department of Public Safety and Corrections (08A-402) Louisiana State Penitentiary Department of Public Safety and Corrections 6 CORR (08A-408) Allen Correctional Center 7 **PSAF** Department of Public Safety and Corrections (08B-422) Office of State Fire Marshal 8 DEQ Department of Environmental Quality (13-856) Office of Environmental Quality 9 OREQ Other Requirements (20-945) State Aid to Local Government Entities



STATE OF LOUISIANA Legislative Fiscal Office BATON ROUGE

Post Office Box 44097 Capitol Station Baton Rouge, Louisiana 70804 Phone: 225.342.7233 Fax: 225.342.7243

То:	The Honorable Jerome "Zee" Zeringue Joint Legislative Committee on the Budget The Honorable Members of the Joint Legislative Committee on the Budget
From:	Alan Boxberger, Interim Legislative Fiscal Officer
Date:	February 11, 2022
Subject:	Joint Legislative Committee on the Budget Meeting February 18, 2022

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the February 18th meeting of the Joint Legislative Committee on the Budget.

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

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

DEPARTMENT: Executive

AGENDA NO.: 1

AGENCY:	Homeland Security & Emergency Prep		ANALYST: Monique Appeaning		
Means of Finan	cing		Expenditures by Program		<u>T. O.</u>
State General Fu	nd:	\$0	Administrative	\$1,417,309	0
Interagency Tra	nsfers:	\$0			
Self-Generated R	Revenue:	\$1,417,309			
Statutory Dedica	itions:	\$0			
Federal Funds:		\$0			
Total		<u>\$1,417,309</u>	Total	<u>\$1,417,309</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase SGR budget authority in the Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP) to receive reimbursements from the states of California, Florida, and Mississippi as well as U.S. territories Puerto Rico and the U.S. Virgin Islands to cover expenses incurred by activation of LA's Emergency Assistance Compact (EMAC) when providing assistance during various events.

EMAC is a natural disaster-relief mutual aid compact that serves as the cornerstone of the nation's mutual aid system. EMAC was ratified by the U.S. Congress and signed into law in 1996 (Public Law 104-321). Through EMAC, 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands have enacted legislation to become EMAC members. EMAC offers assistance during governor-declared states of emergency or disaster through a responsive, straightforward system that allows states to send personnel, equipment, and commodities to assist with response and recovery efforts in other states and U.S. territories.

This BA-7 will increase GOHSEP's SGR budget authority to provide sufficient budget resources to receive reimbursements for expenditures realized by:

- \$873,907 - the Department of Military Affairs specific support for its response in California for wildfires from 8/13/21 through 9/16/21.

- \$255,864 - the State Fire Marshal for its response to an earthquake with inspection team support in Puerto Rico from 2/7/2020 through 2/22/2020.

- \$224,927 - the State Fire Marshal for its response to Hurricane Dorian in Florida with Urban Search and Rescue support from 9/2/2019 through 9/13/2019.

- **\$93,763** - the **Department of Corrections** for its response to Mississippi Department of Corrections civil unrest, where correction officers helped with riots from 1/6/2020 through 1/12/2020.

- **\$41,565** - the **Louisiana Telecommunications Emergency Response Team** for its response to the U.S. Virgin Islands with 911 Call Takers services for COVID from 3/7/2021 through 3/20/2021.

- \$6,735 - the Department of Children and Families Services for its response to Hurricane Dorian in Florida for mass care liaison services from 9/2/2019 through 9/19/2019.

- \$1,496,761 = Total

- \$79,452 = current EMAC SGR budget authority

- \$1,417,309 = the remaining SGR budget authority needed (\$1,496,761 - \$79,452 = \$1,417,309)

II. IMPACT ON FUTURE FISCAL YEARS

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

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

February 18, 2022

DEPARTMENT: Justice

Attorney General

AGENCY:

AGENDA NO.: 2

ANALYST: Rebecca Robinson

Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$0	Administrative	\$0	0
Interagency Transfers:	\$0	Civil Law	\$52,113	1
Self-Generated Revenue:	\$0	Criminal Law & Medicaid Fraud	\$0	0
		Risk Litigation	\$0	0
Statutory Dedications:	\$52,113	Gaming	\$0	0
Federal Funds:	\$0			
Total	<u>\$52,113</u>	Total	<u>\$52,113</u>	<u>1</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to provide budget authority for a newly created position within the Attorney General's (AG) office, which will provide oversight and active state supervision for the Occupational Licensing Board Review Program (Act 399 of 2021 Regular Session). Funding will be paid from revenues deposited into the newly created Department of Justice Occupational Licensing Board Review Program Fund.

The Occupational Licensing Board Review Program is a voluntary program whereby boards and commissions may submit administrative rules and regulations and proposed disciplinary actions to the AG's office for review. This position will be for an attorney who can provide active state supervision to these boards and commissions. The FY 22 request of \$52,113 consists of 3.5 months salary (\$28,462), related benefits (\$15,699), travel (\$750), operating services (\$2,500), supplies (\$250), and one-time acquisitions (\$4,452). The annualized salary is \$96,200 with related benefits of \$49,642, as well as \$8,500 in associated operating expenses, for a total of \$154,342 in FY 23. Costs are projected to increase in future years due to annual pay raises and inflationary adjustments.

The AG's office reports that it has entered into a Memorandum of Understanding with the state medical board and the state dental board, which will pay fees for their participation in the program. Additional boards and commissions may opt to join the program in future years.

II. IMPACT ON FUTURE FISCAL YEARS

The increase in the T.O. position, personnel costs, and other associated costs will need to be annualized in future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: Culture, Recreation & Tourism

State Parks

AGENDA NO.: 3

ANALYST: Tim Mathis

Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$0	Parks & Recreation	\$2,115,000	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$2,115,000			
Federal Funds:	\$0			
Total	<u>\$2,115,000</u>	Total	<u>\$2,115,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

AGENCY:

The purpose of this BA-7 request is to increase Statutory Dedications expenditure authority out of the LA State Parks Improvement and Repair Fund within the Office of State Parks by \$2,115,000. The increased budget authority is for the following: \$1.1 M in interagency transfers expenses due to increased project costs at Cypremort Point State Park, \$550,000 for increased electricity costs systemwide, and \$415,000 for supplies related to hurricane damage at six sites.

Interagency Transfers - \$1,150,000

These funds will be transferred from the Department of Culture, Recreation & Tourism (CRT), Office of State Parks (OSP) to the Coastal Protection and Restoration Authority (CPRA) as part of improvement projects at Cypremort Point State Park managed by CPRA. In 2018, Cypremort Point State Park was one of five state parks and other locations identified to receive Natural Resource Damage Assessment (NRDA) funding allocated by CPRA to enhance recreational opportunities in areas impacted by the Deepwater Horizon Oil Spill. The initial project was developed in 2018 and included \$4.5 M in upgrades to an existing rock jetty, replacement of a breakwater system, beach reclamation, construction of a marsh boardwalk, and road repairs. Since then, OSP was able to construct the breakwater system with FEMA funds. That change allowed the agency to reallocate funding previously budgeted for the breakwater system to the construction of a recreational vehicle campsite, which would assist the OSP to increase visitation and generate future revenues. At this point in time, \$2.3 M of the initial \$4.5 M project has been completed, leaving approximately \$2.2 M of NRDA funding available for the remaining projects. Those remaining projects are now estimated to cost \$3.3 M due to the addition of the new campground as well as increased costs for construction materials. As a result, OSP is requesting a one-time transfer of \$1,150,000 from the LA State Parks Improvement and Repair Fund to CPRA in order to cover the costs above-and-beyond the NRDA funding allocations. The anticipated completion date for the project is December 2022.

Operating Services - \$550,000

Funding provides for increased electricity costs for state parks. The current budget authority of \$1,550,000 was based on the prior year, in which the agency experienced decreased visitors. Several parks have been closed to visitors due to natural disasters, which resulted in a fluctuation in utility costs. However, two parks are recently reopened and one is scheduled to reopen in summer 2022. Electricity costs for the first five months of FY 22 averaged approximately \$181,000 and are projected to total \$2.1 M by fiscal year-end.

Supplies - \$415,000

Funding provides for increased budget authority for supplies expenditures, which were diminished due to expenses associated with debris removal and building repairs following Hurricane Ida. Those expenses are eligible for reimbursement from FEMA; however, the Department does not anticipate receiving these funds in the current fiscal year. Once reimbursements are received, the funds will be used to replenish funds drawn from the LA State Parks Improvement and Repair Fund.

Note: The fund balance for the LA State Parks Improvement and Repair Fund was \$2,772,567 as of February 7, 2022; however, this does not reflect approximately \$1 M in revenues received by the agency in January. OSP projects generating another \$6 M in revenues for the fund prior to the end of the fiscal year.

February 18, 2022

II. IMPACT ON FUTURE FISCAL YEARS

The increased expenditures from the LA State Parks Improvement and Repair Fund will exceed projected revenues for FY 22 and will therefore reduce the year-end fund balance. As a result, the Office of Planning and Budget will recommend a reduction for FY 23. The agency will also experience costs in FY 23 to annualize the additional funding for electricity expenses.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: Culture, Recreation & Tourism

Cultural Development

AGENDA NO.: 4

ANALYST: Tim Mathis

Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$0	Cultural Development	\$0	0
Interagency Transfers:	\$0	Arts	\$809,800	0
Self-Generated Revenue:	\$0	Administrative	\$0	0
Statutory Dedications:	\$0			
Federal Funds:	\$809,800			
Total	<u>\$809,800</u>	Total	<u>\$809,800</u>	<u>0</u>

I. SUMMARY/COMMENTS

AGENCY:

The purpose of this BA-7 request is to increase Federal expenditure authority in the Arts Program within the Office of Cultural Development (OCD) by \$809,800 in grant funds. The source is from the American Rescue Plan (ARP) grant awarded by the National Endowment for the Arts (NEA) to support administrative costs and related subgrants to the nonprofit arts sector in order to preserve jobs and maintain operations to support the recovery of the nation's arts sector during the COVID-19 pandemic.

A total of \$759,800 will be allocated to 95 entities statewide. Awards range from \$5,000 to \$69,800 and are based on the budget size for the receiving organization. Recipients include nonprofit arts organizations and museums, as well as each of the nine Regional Arts Councils. Organizations must utilize funding for organizational support and operations, such as salaries, fees for artists and other personnel, and facilities costs. Funds cannot be used for programming, events, or projects. Recipients must spend funds prior to December 31, 2022.

<u>City</u>	# Organizations	ARP Amount
Alexandria	4	\$37,500
Arnaudville	1	\$7,500
Avondale	1	\$7,500
Baton Rouge	13	\$85,000
Bossier City	1	\$5,000
Covington	2 .	\$30,000
Hammond	1	\$7,500
Houma	2	\$57,500
Lafayette	7	\$50,000
Lake Charles	2 1	\$77,300
Marksville	1	\$7,500
Metairie	2	\$10,000
Monroe	5	\$45,000
New Iberia	1	\$7,500
New Orleans	37	\$220,000
New Roads	2	\$15,000
Olla	1	\$7,500
Ruston	1	\$7,500
Shreveport	9	\$65,000
Slidell	1	\$5,000
<u>Whittington</u>	$\frac{1}{95}$	<u>\$5,000</u>
Total	95	\$759,800

In addition to the \$759,800 for subgrants, the OCD plans to utilize the remaining \$50,000 for costs associated with administering this subgrant program. This will fund the salary and related benefits (\$28.00/hour, plus Social Security and Medicare) for a grant manager, other ancillary office expenses and travel for administering the ARP funds. This is a part-time, temporary position that will be eliminated once the funds are expended.

February 18, 2022

II. IMPACT ON FUTURE FISCAL YEARS

OCD intends to fully spend the funds by June 30, 2022, at which point the temporary position will be terminated; however, the agency can request an extension from the NEA if it needs additional time. Assuming the majority of grant awards have been spent in FY 22, the agency anticipates it would be able to handle any remaining costs within its existing federal budget authority in FY 23.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: DPSC Corrections Services

AGENDA NO.: 5

AGENCY: LA State 1	Penitentiary		ANALYST: Rebecca Robinson	
Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	(\$2,462,918)	Administration	(\$271,463)	(6)
Interagency Transfers:	\$0	Incarceration	(\$2,191,455)	(124)
Self-Generated Revenue:	(\$140,954)	Auxiliary Account	(\$140,954)	0
Statutory Dedications:	\$0			
Federal Funds:	\$0			
Total	<u>(\$2,603,872)</u>	Total	(\$2,603,872)	<u>(130)</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to provide for a transfer in bed capacity, T.O. positions, and associated funding from the Louisiana State Penitentiary (LSP) to Allen Correctional Center (Allen).

The Department of Public Safety & Corrections (DPS&C) currently has over 350 vacancies at LSP. In an effort to reduce these vacancies and lower the ratio of Corrections Officer to Offender at LSP, DPS&C proposes to transfer 130 T.O. positions, 602 beds, and the associated funding from LSP to Allen. This will result in a total bed capacity for Allen of 1,474 offenders. The plan will be implemented in phases through the end of FY 22. DPS&C proposes to hire 60 Corrections Officers by March 7, 2022; 39 Corrections Officers by April 4, 2022; and 31 Corrections Officers by May 5, 2022. The department also proposes to transfer 200 offenders each month to Allen from March to June 2022.

II. IMPACT ON FUTURE FISCAL YEARS

The decrease in T.O. positions, personnel costs, and incarceration costs will need to be annualized in future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: DPSC Corrections Services

Allen Correctional Center

AGENDA NO.: 6

ANALYST: Rebecca Robinson

<u>Means of Financing</u>		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$2,462,918	Administration	\$271,463	6
Interagency Transfers:	\$0	Purchase of Correctional Services	\$0	0
Self-Generated Revenue:	\$140,954	Incarceration	\$2,191,455	124
	\$0	Canteen	\$140,954	0
Statutory Dedications:				
Federal Funds:	\$0			
Total	<u>\$2,603,872</u>	Total	<u>\$2,603,872</u>	<u>130</u>

I. SUMMARY/COMMENTS

AGENCY:

The purpose of this BA-7 request is to provide for a transfer in bed capacity, T.O. positions, and associated funding from the Louisiana State Penitentiary (LSP) to Allen Correctional Center (Allen).

The Department of Public Safety & Corrections (DPS&C) currently has over 350 vacancies at LSP. In an effort to reduce these vacancies and lower the ratio of Corrections Officer to Offender at LSP, DPS&C proposes to transfer 130 T.O. positions, 602 beds, and the associated funding from LSP to Allen. This will result in a total bed capacity for Allen of 1,474 offenders. The plan will be implemented in phases through the end of FY 22. DPS&C proposes to hire 60 Corrections Officers by March 7, 2022; 39 Corrections Officers by April 4, 2022; and 31 Corrections Officers by May 5, 2022. The department also proposes to transfer 200 offenders each month to Allen from March to June 2022.

II. IMPACT ON FUTURE FISCAL YEARS

The increase in T.O. positions, personnel costs, and incarceration costs will need to be annualized in future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: DPSC Public Safety Services

State Fire Marshal

AGENDA NO.: 7

ANALYST: Patrice Thomas

Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$0	Fire Prevention	\$3,658,721	0
Interagency Transfers:	\$3,658,721			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
Total	<u>\$3,658,721</u>	Total	<u>\$3,658,721</u>	<u>0</u>

I. SUMMARY/COMMENTS

AGENCY:

The purpose of this BA-7 request is to increase IAT budget authority by \$3,658,721 in the Office of State Fire Marshal (OSFM) to receive funding from the LSU Board of Supervisors for performing fire and emergency training services through the administration and operation of the Carrol L. Herring Fire and Training Institute (FETI). The source of IAT funding is Statutory Dedications out of the Fireman Training Fund and the Two Percent Fire Insurance Fund.

FETI was created by Act 84 of 1963. In 1979, Act 528 stated that LSU is "officially designated as the agency of this state to conduct at its Baton Rouge campus training for in-service firemen on a statewide basis." In March 2007, a satellite training facility was established at Pine Country, located in Minden. FETI provides training to paid and volunteer fire service personnel throughout the state. Also, FETI provides training to industrial fire and safety personnel, as well as to other emergency responders. Annually, FETI offers over 1,800 courses and provides training to over 35,000 paid and volunteer fire service personnel, industrial fire and safety personnel, and emergency responders.

In accordance with HCR 99 of the 2021 Regular Session, the LSU Board, the OSFM, and the Division of Administration (DOA) entered into a cooperative endeavor and right of use agreement (CEA) to transfer the obligation of fire and emergency training and certification from LSU to OSFM. On January 3, 2022, the LSU Board transferred the administration and operation of both FETI campuses - the Baton Rouge campus and the Minden campus, to the State Fire Marshal. This BA-7 request increases the IAT budget authority and non-T.O. positions so that the OSFM may receive funding for administering and operating FETI for the remaining six months of the fiscal year.

The expenditures associated with this BA-7 request are as follows:

Personal Services - \$1,331,811 (\$1,081,961 salaries and \$249,850 related benefits)

On November 3, 2021, in preparation for the transfer, the OSFM received approval from the Civil Service Commission to exempt from the classified service 33 positions effective November 3, 2021, through November 2, 2022. All 33 full-time employees with the LSU Board's FETI were terminated on January 2, 2022, and 23 full-time employees were hired with the OSFM beginning January 3, 2022. The remaining 10 full-time positions are vacant. Also, the transfer included 86 part-time instructors and 4 part-time maintenance workers.

	Salaries	Related Benefits
23 Full-Time Positions (Non-T.O.)	\$ 667,631	\$219,207
86 Part-Time Instructors	\$ 399,330	\$ 29,495
4 Part-Time Maintenance Workers	\$ 15,000	<u>\$ 1,148</u>
Total	\$1,081,961	\$249,850

Other Charges - \$2,326,910

Expenditures associated with administering and operating both FETI campuses:

\$139,500 - In-State Travel for administrative staff, instructors and certification proctors to deliver training and testing to fire departments.

\$358,300 - Operating Services that support the use of both campuses such as custodial services for classrooms, property

maintenance, utilities and insurance (\$325,000), printing services (\$16,350), and maintenance (\$16,950). \$890,042 - Supplies for courses including books and audio/visual equipment (\$400,000), office supplies (\$15,042), automotive supplies and fuel (\$418,500), and uniforms for employees (\$56,500). \$439,068 - IAT to Office of State Purchasing for food, fuel, auto supplies and Office of Technology Services for postage and cell

phones (\$349,263), computer hardware (\$68,343), telephones (\$18,312), and copier (\$3,150). \$500,000 - Major Repairs to fixed assets (land, building, equipment, etc.).

II. IMPACT ON FUTURE FISCAL YEARS

This BA-7 request transfers \$3,658,721 and 23 positions to the OSFM for the remaining six months of FY 22. The Legislative Fiscal Office assumes legislation will be enacted during the 2022 Regular Legislative Session to officially transfer funding for the administration and operation of both FETI campuses as well as 33 T.O. positions from the LSU Board to the OSFM. Thus, in FY 23 and future fiscal years, the OSFM will be appropriated all SGR associated with FETI and the LSU Board will transfer statutorily dedicated funds annually to the OSFM as IAT revenue.

Note: In FY 23, the LSU Board will pay a one-time up-front lump sum to the OSFM of \$1,358,721 from the FETI Municipal Plan Fund (\$858,721), and FETI industrial restricted fund (\$500,000).

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: Environmental Quality

Environmental Quality

AGENCY:

AGENDA NO.: 8

ANALYST: Kimberly Fruge

Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$0	Office of the Secretary	\$0	0
Interagency Transfers:	\$0	Environmental Compliance	\$0	0
Self-Generated Revenue:	\$0	Environmental Services	\$0	0
		Management & Finance	\$2,100,000	0
Statutory Dedications:	\$2,100,000	Environmental Assessment	\$0	0
Federal Funds:	\$0			
Total	<u>\$2,100,000</u>	Total	<u>\$2,100,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Motor Fuels Underground Storage Tank Trust Fund (MFTF) in the amount of \$2.1 M for the Louisiana Department of Environmental Quality (DEQ). Fund revenues are derived from a fee imposed on the first sale of bulk motor fuel and from an annual fee per tank on owners of underground tanks storing new or used motor oil. The fund was established to help underground storage tank owners, operators, or responsible parties meet the financial responsibility requirements outlined by the Environmental Protection Agency. DEQ uses the fund to reimburse program participants for costs to rehabilitate and remediate sites contaminated by leakage of motor fuels. Currently, there are 277 active sites being remediated and 19 sites participating in the inactive and abandoned program. Each site can submit one application per quarter.

The current fund balance, as of 2/7/2022, is \$132,667,264, with an appropriated budget of \$15,649,485. From July 2021 through January 2022, the department has approved \$9,766,834 in payments for assessment and remediation activities. This leaves a remaining budget authority of \$5,882,651.

Given the limited remaining budget authority, the department is requesting an increase of \$2.1 M from the MFTF to continue assessment and remediation activities through the end of the fiscal year. The \$2.1 M will help cover the cost of the program's increased reimbursement expenditures due to the increased costs associated with rehabilitating and remediating. The average reimbursement application in FY 22 is \$21,754 per application. This is an approximately 50% increase from the previous five-year average reimbursement amount of \$14,430 per application. There are several factors that contribute to the increased cost:

(1) Costs for various items including PVC piping, steel disposal drums, transportation, landfill disposal costs, and other dayto-day operational items have increased. For example, steel drums were previously purchased at \$58 per drum with a 10% markup but now cost \$75 per drum with a 10% markup.

(2) DEQ indicates bid amounts for the cost of treatment systems and system installations have increased over the last year,
(3) DEQ allowed a temporary 50% surcharge above the existing unit rate for the cost of waste stored, transported, and disposed in steel drums, due to the increasing costs experienced by the Response Action Contractor (RAC) community.

(4) DEQ transitioned to using High Resolution Site Characterization (HRSC) technology in assessing the extent of contamination plumes. This increased the cost in the investigation stage but is intended to expedite the remediation stage, lowering the overall cost and time associated with remediation. The HRSC technology costs (including personnel) around \$8,500 per day with a normal site requiring 2 - 4 days plus \$4,000 - \$5,000 for the data modeling and subsequent report.
(5) DEQ is increasing the number of contaminated sites in the remediation phase which have significantly higher costs than

(5) DEQ is increasing the number of contaminated sites in the remediation phase which have significantly higher costs than other phases.

Note: The average monthly burn rate from July 2021 through January 2022 is \$1,395,262. Assuming the average monthly burn rate of \$1,395,262 continues, the LFO estimates the agency's total budget authority necessary to finish the fiscal year is \$17,743,143. This estimate includes assessment and remediation activities and the projected \$1 M for the abandoned tank expense. The LFO anticipates the department will deplete its existing budget authority in May and will require an additional \$2.1 M to finish the fiscal year.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years. However, the appropriation of \$2.1 M out of the Motor Fuels Underground Storage Tank Trust Fund will increase the appropriation from this statutory dedication to a total of \$17,743,143 for FY 22 and decrease the fund balance of the statutory dedication by an equal amount. The current fund balance is \$132,667,264. In addition, REC estimates approximately \$23 M in revenue will be deposited into the fund in FY 22.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

DEPARTMENT: Other Requirements

AGENDA NO.: 9

AGENCY: State Aid to Local Govt. Entities

ANALYST: Kimberly Fruge

Means of Financing		Expenditures by Program		<u>T. O.</u>
State General Fund:	\$0	State Aid to Local Govt. Entities	\$357,197	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$357,197			
Federal Funds:	\$0			
Total	<u>\$357,197</u>	Total	<u>\$357,197</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Greater New Orleans (GNO) Sports Foundation Fund in the amount of \$357,197. The GNO Sports Foundation is partially funded by a portion of taxable net slot machine proceeds collected by licensed gaming facilities in Orleans Parish not to exceed \$1 M annually. Monies in the fund are used to attract and manage sporting events that have a positive economic impact on LA and the Greater New Orleans Area.

The appropriated budget for FY 22 is \$795,000. This BA-7 request will increase the budget authority by \$357,197. The cash balance in the fund at the end of FY 21 was \$152,197, which is available for expenditures in FY 22. This BA-7 includes the request of an additional \$205,000 to be appropriated, which in combination with the FY 21 carryforward brings the total appropriated budget to \$1,152,197 (\$1 M annual cap + prior year cash balance). The additional appropriation of \$357,197 is projected to be allocated as follows:

Salaries and Other Compensation:	\$ 138,757
Related Benefits:	\$ 72,951
Travel:	\$ 15,000
Operating Services:	
Rentals	\$ 20,083
Dues and Subscriptions	\$ 8,651
Telephone and Internet Services	\$ 13,904
IT Equipment	\$ 11,738
Supplies	\$ 4,666
Maintenance	\$ 10,807
Professional Services:	\$ <u>60,640</u>
Total	\$ 357,197

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years. However, the appropriation of \$357,197 out of the Greater New Orleans Sports Foundation Fund will increase the appropriations from this statutory dedication to a total of \$1,152,197 for FY 22 and decrease the fund balance of the statutory dedication by a like amount. The current fund balance is \$152,197. In addition, REC estimates approximately \$1 M in revenue will be deposited into the fund in FY 22.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

Note: The appropriation of \$357,197 includes a one-time carryforward of \$152,197 that is projected to be used on recurring expenses. To the extent that the Foundation is not able reach this level of revenue from other funding sources, it may have to make operational changes to prevent a budget shortfall in the subsequent fiscal year.

February 18, 2022

DEPARTMENT: Executive Departm	FOR OPB USE ONLY					
AGENCY: GOHSEP			OPB LOG NUM	MBER	AGENDA NUM	BER
SCHEDULE NUMBER: 01-111			#140	_	1	
SUBMISSION DATE: January 27, 2	2022		Approval and Authorit	y:		
AGENCY BA-7 NUMBER: 16-111-0						
HEAD OF BUDGET UNIT: Casey T	ingle		1			
TITLE: Director						
SIGNATURE (Certifies that the information pro	vided is correct and true to	the best of	4			
your knowledge):	OOR '	The beat of				
MEANS OF FINANCING	CURRENT FY 2021-2022		ADJUSTM (+) or (-	ADJUSTMENT		22
GENERAL FUND BY:						
DIRECT	\$43	3,731,764		1	\$43.	731,764
INTERAGENCY TRANSFERS		1,186,347				186,347
FEES & SELF-GENERATED		\$265,396	\$	1,417,309		682,705
Regular Fees & Self-generated		\$265,396	+	\$1,417,309		1,682,705
Subtotal of Fund Accounts from Page 2						.,
STATUTORY DEDICATIONS	\$921	\$921,000,000			\$921.	000,000
[Select Statutory Dedication]						
[Select Statutory Dedication]						
Subtotal of Dedications from Page 2	\$921,000,000				\$92	1,000,000
FEDERAL	\$2,183,775,826				\$2,183,775,1	
TOTAL	\$3,149,959,333		\$	1,417,309	\$3,151,376,64	
AUTHORIZED POSITIONS		62				
-AUTHORIZED OTHER CHARGES		227				227
NON-TO FTE POSITIONS						
TOTAL POSITIONS		289				289
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100 - Administration	\$3,149,959,333	289	\$1,417,309		\$3,151,376,642	289
Subtotal of programs from Page 2:						
TOTAL	\$3,149,959,333	289	\$1,417,309		\$3,151,376,642	289

DEPARTMENT: Executive Department			FOR OPB USE ONLY			
AGENCY: GOHSEP			OPB LOG NU	JMBER	AGENDA NU	MBER
SCHEDULE NUMBER: 01-111						
SUBMISSION DATE: January 27,	2022					
AGENCY BA-7 NUMBER: 16-111-	05		AL	DENDUN	TO PAGE 1	
Use this section for additional De The subtotal will automatically be			Statutory Dedicati	ons, if nee	ded.	
MEANS OF FINANCING	CURREN FY 2021-2		ADJUSTN (+) or	推进的法 合于 1.	REVISE	
GENERAL FUND BY:		** * * · · · · · ·	anna a sha ta a sha ta sha ta sha ta sha ta sha	and the second		a yeraya
FEES & SELF-GENERATED					T	
[Select Fund Account]						
[Select Fund Account]			· <u> </u>			
SUBTOTAL (to Page 1)						
STATUTORY DEDICATIONS				· · · · · ·		
Louisiana Port Relief Fund (V47) Louisiana Rescue Plan Fund (V43)		,000,000				0,000,000 0,000,000
Louisiana Tourism Revival Fund (V48)		,000,000	·		1	0,000,000
Louisiana Water Sector Fund (V44)		,000,000				
						0,000,000
State Emergency Response Fund (V29)		,000,000	·····		\$2	1,000,000
[Select Statutory Dedication]	£034	,000,000				4 000 000
SUBTOTAL (to Page 1)	\$921	,000,000				1,000,000
Use this section for additional Pro The subtotal will automatically be	transferred to Pa	ge 1.				
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:				<u>`</u>	1	
	<u> </u>					
					· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·						
SUBTOTAL (to Page 1)	<u>, , , , , , , , , , , , , , , , , , , </u>					T

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds? The source of funding for this request is Self-Generated Emergency Management Assistance Compact (EMAC), La. R.S. 29:733. Expenditure restrictions are limited to those cost eligible for reimbursement to the State and/or local agencies for their response assets/resources sent to assist other states due to various emergency disasters. See Attachment A for further details.

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

TOTAL	\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
FEDERAL					
STATUTORY DEDICATIONS					2019 - 1942 - 1947
FEES & SELF-GENERATED	\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
INTERAGENCY TRANSFERS					
DIRECT					
GENERAL FUND BY:					
OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
MEANS OF FINANCING	EV 0004 0000	EV 0000 0000			

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

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

This request is necessary for the agency to have sufficient budget authority to complete the fiscal year. Postponement of this request will cause State and Local agencies to absorb costs associated with EMAC. Requesting increase in the outyears to cover EMAC expenditures in those Fiscal Years.

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

GOHSEP was able to issue some reimbursements to the State or local agencies up to the available budget authority. Other State and local agencies have already expended their funding source and are seeking reimbursement. See Attachment A for further details.

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

This request is to allow GOHSEP to receive funds from other states that were impacted by recent disaster events, through the Emergency Management Assistance Compact (EMAC) agreement. This will allow for the reimbursement (or pass through) of expenses incurred by Louisiana state and local agencies for emergency responses in support of those requesting states.

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

ÆL		PERFORMANCE STANDARD			
EVE	PERFORMANCE INDICATOR NAME	CURRENT	ADJUSTMENT	REVISED	
E		FY 2021-2022	(+) OR (-)	FY 2021-202	

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

Without the increase in Self-Generated authority, GOHSEP will be unable to process reimbursement requests to State and local agencies that provided resources to other States affected by natural disasters.

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

This request is necessary in order for the agency to have sufficient budget authority to reimburse State and Local agencies for EMAC related expenditures in the current year and future years.

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

Failure to approve this BA-7 will result in State and Local agencies absorbing EMAC costs. This will result in reduced funding for their core initiatives.

	PROGRAM	LEVEL REQU	EST FOR MID-	YE	AR BUDGET	ADJUSTMEN	ИТ	
PROGRAM 1 NAME:								
	CURRENT	REQUESTED	REVISED		ADJI	USTMENT OUTY	EAR PROJECTI	ONS
MEANS OF FINANCING:	FY 2021-2022	ADJUSTMENT	FY 2021-2022	Г	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:								
Direct	\$43,731,764		\$43,731,764					
Interagency Transfers	\$1,186,347		\$1,186,347					
Fees & Self-Generated *	\$265,396	\$1,417,309	\$1,682,705		\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
Statutory Dedications **	\$921,000,000		\$921,000,000					
FEDERAL FUNDS	\$2,183,775,826		\$2,183,775,826					
TOTAL MOF	\$3,149,959,333	\$1,417,309	\$3,151,376,642		\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
EXPENDITURES:				Ī				
Salaries	\$4,938,830		\$4,938,830					
Other Compensation								
Related Benefits	\$2,358,753		\$2,358,753					
Travel	\$5,417		\$5,417					
Operating Services	\$980		\$980					
Supplies	\$201,705		\$201,705					
Professional Services								
Other Charges	\$3,125,647,851	\$1,417,309	\$3,127,065,160		\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
Debt Services								
Interagency Transfers	\$16,805,797		\$16,805,797	E				
Acquisitions				F				
Major Repairs				F				
UNALLOTTED				F				
TOTAL EXPENDITURES	\$3,149,959,333	\$1,417,309	\$3,151,376,642	F	\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
POSITIONS				F				
Classified								
Unclassified	62		62					
TOTAL T.O. POSITIONS	62		62					
Other Charges Positions	227		227					
Non-TO FTE Positions			1	F				
TOTAL POSITIONS	289		289	F				
Dedicated Fund Accounts:				T				
Reg. Fees & Self-generated	\$265,396	\$1,417,309	\$1,682,705		\$1,417,309	\$1,417,309	\$1,417,309	\$1,417,309
[Select Fund Account] [Select Fund Account]				L				
				\vdash				
*Statutory Dedications: Louisiana Port Relief Fund	\$50,000,000		£50 000 000	F	Т	Г		
(V47) Louisiana Rescue Plan Fund			\$50,000,000	F				
(V43)	\$490,000,000		\$490,000,000	L				
Louisiana Tourism Revival Fund (V48)	\$60,000,000		\$60,000,000	L				
Louisiana Water Sector Fund (V44)	\$300,000,000		\$300,000,000					
State Emergency Response Fund (V29)	\$21,000,000		\$21,000,000					

PROC	GRAM LEVEL RE	EQUEST FOR	MID-YEAR BU	UDGET ADJU	STMENT	
PROGRAM 1 NAME:	ADMINISTRA	TIVE				
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT			\$1,417,309			\$1,417,309
EXPENDITURES:						
Salaries						
Other Compensation						
Related Benefits						
Travel						
Operating Services						-
Supplies						
Professional Services						
Other Charges			\$1,417,309			\$1,417,309
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES			\$1,417,309			\$1,417,309
OVER / (UNDER)						
POSITIONS						
Classified						
Unclassified						
TOTAL T.O. POSITIONS						
Other Charges Positions						
Non-TO FTE Positions						
TOTAL POSITIONS						

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. The general purpose of BA-7 #16-111-05 is to allow GOHSEP to receive funds from other states that were impacted by recent disaster events, through the Emergency Management Assistance Compact (EMAC) agreement. This will allow for the reimbursement (or pass through) of expenses incurred by Louisiana state and local agencies for emergency responses in support of those requesting states.

REVENUES

7. The revenue associated with this request is Self-Generated EMAC. GOHSEP is currently appropriated \$265,396 in Self-Generated Funds. Approval of this BA-7 will increase Self-Generated budget authority to \$1,682,705.

EMAC Budget Authority	\$79,452
Pending Request to Increase Authority (EMAC Only)	\$1,417,309
New EMAC Authority	\$1,496,761

EXPENDITURES

9. The Other Charges expenditure category will be adjusted as a result of this BA-7.

11.	Object	Description	Aneuni	MOF
	5610003	Other Public Assistance & Grants - General	\$1,417,309	Self-Generated EMAC
			ake\$1,417,309	

<u>OTHER</u>

12. Christina Dayries Deputy Director, Chief of Staff 225.358.5899 Christina.Dayries@la.gov Paula Tregre DPS Budget Director 225.925.4507 Paula.Tregre@la.gov Emergency Management Assistance Compact - EMAC Summary of Assistance to Other States

EMAC Budget Authority	\$79,452
Pending Request to Increase Authority	\$1,417,309
New EMAC Authority	\$1,496,761

Description	Amount	# of Claims
FY22 Reimbursed by GOHSEP	\$231,661	4
FY22 Pending Reimbursement by GOHSEP	\$1,265,100	4
FY22 Total EMAC Budget Authority	\$1,496,761	

(\$1,417,309)

FY22 Budget Authority Difference

GOHSEP Processed Reimbursement Pending Individual Agency Names and Assisting **Request To State/Local** reimburgement due Individual Amounts Approved for Requesting State or Date Release State Event Name **Mission Assignment** FY FY Reimbursed Adency -Amount: to State/Local **Reimbursement - GOHSEP to** State nual Agains Deployed Date Mission # includes all individual Agency by **Process Reimbursement** agency reimbursed GOHSEP Request amounts 0829-114 Florida Dorian Type 3 USR team - LA 2 State 9/2/2019 9/13/2019 19/20 \$79,728 20/21 - \$1,378.50 State Fire Marshal 21/22 - 79,428.17 Houma Fire - \$7,680.97 Lafayette Fire - \$13,716.92 Lafourche Fire - \$17,401.60 Monroe Fire - \$14,803.75 Natchitoches Fire - \$1.378.50 Ouachita Fire - \$11,300,43 Third District Fire - \$14,524.50 0829-115 Florida Dorian Type 3 USR team - LA 3 State 9/2/2019 9/13/2019 19/20 \$145,199 FY 21/22 State Fire Marshal Klass Kid - \$1,256.85 New Orleans EMS - \$17,104.51 New Orleans Fire - \$42,601.29 OSFM - \$77,497.64 Ouachita Fire - \$5.059.45 Ruston Fire - \$1,678.87 0901-116 Florida Mass Care Liaison - Lisa Trahan Dorian State 9/2/2019 9/17/2019 19/20 \$3,485 FY 21/22 DCFS 0901-117 Florida Dorian Mass Care Liaison - Kim Leep State 9/2/2019 9/19/2019 19/20 \$3,250 FY 21/22 DCFS 0204-119 Puerto Rico Earthquake 23 Person Inspection Team State 2/7/2020 2/22/2020 19/20 Pending FY21/22 \$255,864 State Fire Marshal 0106-120 Mississippi MDOC Civil Unrest Correction officers to help with riots 1/6/2020 State 1/12/2020 19/20 Pending FY21/22 \$93,763 DOC 10368 V.I. COVID 911 Call Takers 3/20/2021 Local 3/7/2021 20/21 Pending FY21/22 \$41,565 LA Telecomm Emergency Response Team 10648 CA Wildfire UH 160 pluscrew 9/16/2021 20/21 State 8/13/2021 \$873,907 LA National Guard Pending FY21/22 8 \$231,661 1,265,100.12

DEPARTMENT: LA Department of	FOR OPB USE ONLY							
AGENCY: Office of the Attorney G	OPB LOG NU	BER						
SCHEDULE NUMBER: 04B_141	133R	2						
SUBMISSION DATE: JANUARY 14	, 2022 (revised 1/	Approval and Authorit	iy:					
AGENCY BA-7 NUMBER: FY 21-22								
HEAD OF BUDGET UNIT: Elise Ca			1					
TITLE: Dir. of Admin. Services			1					
SIGNATURE (Certifies that the information pro	wided is assessed and two t							
your knowledge): UUX W. Ca		o ine besi or						
MEANS OF FINANCING	CURRE	NT	ADJUSTM	ENT	REVISE			
	FY 2021-2	2022	(+) or (-		FY 2021-20	1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2		
GENERAL FUND BY:								
DIRECT	\$1	6,759,976		\$0	\$16	759,976		
INTERAGENCY TRANSFERS		2,836,325		\$0				
FEES & SELF-GENERATED		8,841,973				836,325		
Regular Fees & Self-generated		\$7,893,484		\$0		841,973		
Subtotal of Fund Accounts from Page 2		\$948,489	\$0			\$948,489 \$948,489		
STATUTORY DEDICATIONS	\$2	7,627,681	\$52,113		**			
[Select Statutory Dedication]	\$27,027,081		\$0					
[Select Statutory Dedication]	\$0			\$0		\$0 \$0		
Subtotal of Dedications from Page 2	\$27,627,681			\$52,113	\$2	7,879,794		
FEDERAL	\$8,433,923		\$0		\$8,433,9			
TOTAL	\$84	4,499,878		\$52,113	\$84,	\$84,551,991		
AUTHORIZED POSITIONS		507		1		508		
AUTHORIZED OTHER CHARGES		1		0		1		
NON-TO FTE POSITIONS	0		0					
TOTAL POSITIONS				1		509		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS		
PROGRAM NAME:								
Administrative	\$9,539,240	63	\$0	0	\$9,539,240	63		
Civil Law	\$28,742,425	78	\$52,113	1	\$28,794,538	79		
Criminal Law and Medicaid Fraud	\$19,670,711	144	\$0	0	\$19,670,711	144		
Risk Litigation	\$19,514,123	172	\$0	0	\$19,514,123	172		
Gaming	\$7,033,379	51	\$0	0	\$7,033,379	51		
	\$0	0	\$0					
	\$0 \$0	0		0	\$0	0		
			\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0		
TOTAL	\$84,499,878	508	\$52,113	1	\$84,551,991	509		

DEPARTMENT: LA Department of	Justice	FOR OPB USE ONLY			
AGENCY: Office of the Attorney G	eneral	OPB LOG NUMBER	AGENDA NUMBER		
SCHEDULE NUMBER: 04B_141					
SUBMISSION DATE: JANUARY 14	1, 2022		an an ann an tha an Anna Anna. A' an tha an tha anna an tha an th		
AGENCY BA-7 NUMBER: FY 21-22	-03 Occupational Lic. Rev	ADDENDUM	TO PAGE 1		
Use this section for additional Dec	licated Fund Accounts or Sta	atutory Dedications, if neede			
The subtotal will automatically be	transferred to Page 1.				
MEANS OF FINANCING	CURRENT FY 2021-2022	ADJUSTMENT (+) or (-)	REVISED FY 2021-2022		
GENERAL FUND BY:					
FEES & SELF-GENERATED		****	and hard of a lot of the second s		
Sex Offender Registry Technology Fund Account	\$948,489	\$0	\$948,488		
[Select Fund Account]	\$0	\$0	\$0		
SUBTOTAL (to Page 1)	\$948,489	\$0	\$948,489		
STATUTORY DEDICATIONS					
Department of Justice Debt Collection Fund (JS7)	\$4,606,373	\$0	\$4,606,373		
Department of Justice Legal Support Fund (JS5)	\$10,398,736	\$0	\$10,398,736		
Tobacco Control Special Fund (JS6)	\$15,000	\$0	\$15,000		
Tobacco Settlement Enforcement Fund (JS9)	\$400,000	\$0	\$400,000		
Louisiana Fund (Z13)	\$2,572,074	\$0	\$2,572,074		
Medical Assistance Programs Fraud Detection (H14)	\$2,078,793	\$0	\$2,078,793		
Insurance Fraud Investigation Fund (109)	\$967,147	\$0	\$967,147		
Video Draw Poker Device Fund (G03)	\$3,508,294	\$0	\$3,508,294		
Riverboat Gaming Enforcement Fund (G04)	\$2,206,841	\$0	\$2,206,841		
Pari-mutuel Live Racing Facility Gaming Control Fund (609)	\$874,423	\$0	\$874,423		
Department of Justice Occupational Licensing Review Program Fund (JSA)	\$0	\$52,113	\$52,113		
SUBTOTAL (to Page 1)	\$27,827,681	\$52,113	\$27,679,794		

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	(
	\$0	0	\$0	0	\$0	(
	\$0	0	\$0	0	\$0	(
	\$0	0	\$0	0	\$0	(
	\$0	0	\$0	0	\$0	(
······································	\$0	0	\$0	0	\$0	C
a a sa a	\$0	0	\$0	0	\$0	(
······································	\$0	0	\$0	0	\$0	(
	\$0	0	\$0	0	\$0	(
	\$0	0	\$0	0	\$0	(
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	(

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

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

The source of funding is from the statutory dedicated Department of Justice Occupational Licensing Review Program Fund. Monies in the fund shall be subject to annual appropriation to the Department of Justice solely for the support of occupational licensing board regulatory review activities and general operating expenses.

TO	T,	Al	1

\$52,113

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

MEANS OF FINANCING OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$52,113	\$232,761	\$238,944	\$248,438	\$258.325
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$52,113	\$232,761	\$238,944	\$248,438	\$258,325

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

This action requires additional personnel. ACT 399 of the 2021 Legislative session, created an occupational licensing board review program within the office of the Attorney General. Currently, there is no active state supervision of disciplinary actions by occupational licensing boards. Many occupational licensing boards desire stronger state oversight than what is currently legally available so that they can comply with FTC guidance on active state supervision and ensure state action antitrust immunity. Without active state supervision, the FTC will not recognize state antitrust immunity, and the occupational boards and their members have liability exposure. The Attorney General's Office will be tasked with providing this active state supervision of occupational regulations and anti-competitive disciplinary actions expected from the occupational licensing boards which license thousands of individuals and businesses in Louisiana. All new positions and related expenses will be paid from the revenues deposited into the newly created Department of Justice Occupational Licensing Board Review Program Fund.

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

This request can not be postponed as it is the policy of the state that where the state finds it necessary to displace competition, occupational licensing boards shall use the least restrictive regulation to protect the public from present, significant, and substantiated harms that threaten public health, safety, or welfare. Active state supervision of occupational regulatory actions is a method of ensuring adherence to this clearly articulated state policy. By establishing this program, the state intends to ensure that participating boards and board members will avoid liability under federal antitrust laws.

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

No. This is not an after the fact BA7.

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

If this BA7 is approved this will allow the Department of Justice to create an Occuptional Licensing Board Review Program per ACT 399 of the 2021 Legislative Session.

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

OBJECTI				
		PERF	ORMANCE STAN	IDARD
IEVEI	PERFORMANCE INDICATOR NAME	CURRENT FY 2021-2022	ADJUSTMENT (+) OR (-)	REVISED FY 2021-2022

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

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

No. There will be no performance impacts.

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

There are no performance impacts expected with this BA7 request at this time.

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

There are no currently no expected performance impacts of failure to approve this BA7,

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administrative Services Program

a manana an' ao ina manana ao ina daharana amin' ao amin' Ao amin' ao a	· · · · · · · · · · · · · · · · · · ·							
MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED			USTMENTIOUT		
	FY 2021-2022	ADJUSTMENT	FY 2021-2022		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:						A STRACT STRATEGICS		
Direct	\$3,508,138	\$0	\$3,508,138	1997 - 149 14	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	5-000 B	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	to Place F	\$0	\$0	\$0	\$0
Statutory Dedications **	\$5,281,473	\$0	\$5,281,473	2-46 (Canada	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$749,629	\$0	\$749,629	an Head	\$0	\$0	\$0	\$0
TOTAL MOF	\$9,539,240	\$0	\$9,539,240		\$0	\$0	\$0	\$0
EXPENDITURES:		na anna a' maga ann a' constant a' const	1995 - El Contra de C	IT		andrenn yw yn y'r cyfrifer yn ryf ryf yn yn yn yn	his inclusion and provide the second second	
Salaries	\$3,199,467	\$0	\$3,199,467	Ħ	\$0	\$0	\$0	\$0
Other Componsation	\$503,816	\$0	\$503,816	飰	\$0	\$0	\$0	\$ 0
Related Benefits	\$2,288,687	\$0	\$2,288,687	lt	\$0	\$0	\$0	\$0
Travel	\$107,725	\$0	\$107,725		\$0	\$0	\$0	\$0 \$0
Operating Services	\$756,009	\$0	\$756,009	ᆘ	\$0	\$0	\$0	\$0 \$ 0
Supplies	\$92,320	\$0	\$92,320		\$0	\$0	\$0 \$0	\$0
Professional Services	\$212,268	\$0	\$212,268	H	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Other Charges	\$119,707	\$0 \$0	\$119,707	-	\$0 \$0	\$0	چە \$0	\$0 \$0
Debt Services	\$0	\$0 \$0	\$115,707	555	\$0 \$0	\$0 \$0	\$0 \$0	have been a second s
Interagency Transfers	\$1,552,277	ş0 \$0	\$1,552,277		\$0 \$0		CARLON CONTRACTOR OF CARLON OF CARLON	\$0
Acquisitions		******				\$ 0	\$0	\$0
***	\$706,964	\$0 20	\$706,964		\$0	\$0	\$ 0	\$0
Major Repairs	\$0	\$0	\$0	<u>а</u> .	\$ 0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	04100	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$9,539,240	\$0	\$9,539,240		\$0	\$0	\$0	\$0
POSITIONS								
Classified	0	0	0		0	0	0	0
Unclassified	63	0	63	100.000	0	0	0	0
TOTAL T.O. POSITIONS	63	0	63		0	0	0	0
Other Charges Positions	0	0	0	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	0	0	0	0
Non-TO FTE Positions	0	0	0	2 - 200	0	0	0	0
TOTAL POSITIONS	63	0	63		Ú	0	0	0
Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$0	\$0	\$0	ŀ	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	L	\$0	<u>\$0</u>	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0		\$ 0	\$0	\$0	\$0]
*Statutory Dedications:	į.		Martin Printing and a	1	X01400004444005	****		
Department of Justice Debt Collection Fund (JS7)	\$3,711,757	\$ 0	\$3,711,757	and the second se	\$ 0	\$0	\$0	\$0
Department of Justice Legal Support Fund (JS5)	\$1,569,716	\$ 0	\$1,569,716	ALCONO ANTONIA	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0 \$0	\$0	-	\$0	\$0	\$0	\$0
Select Statutory Dedication	\$0 \$0	\$0 \$0	\$0 \$0	Muccressly.	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication]	\$0	\$0	\$0		ֆՍ \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication]	\$0	\$0	\$0	t i	\$0	\$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$0 \$0

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME:

Administrative Services Program

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Civil Law Program

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS				
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	
GENERAL FUND BY:								
Direct	\$7,951,588	\$0	\$7,951,588	\$0	\$0	\$0	\$0	
Interagency Transfers	\$2,139,415	\$0	\$2,139,415	\$0	\$0	\$0	\$0	
Fees & Self-Generated *	\$7,669,612	\$0	\$7,869,612	\$0	\$0	\$0	\$0	
Statutory Dedications **	\$10,369,999	\$52,113	\$10,422,112	\$232,761	\$238,944	\$248,437	\$258,324	
FEDERAL FUNDS	\$611,811	\$0	\$611,811	\$0	\$0	\$0	\$0	
TOTAL MOF	\$28,742,425	\$52,113	\$28,794,538	\$232,761	\$238,944	\$248,437	\$258,324	
EXPENDITURES:								
Salaries	\$6,628,089	\$28,462	\$6,656,551	\$136,200	\$141,648	\$147,314	\$153,206	
Other Compensation	\$1,560,895	\$ 0	\$1,560,895	\$0	\$0	\$0	\$0	
Related Benefits	\$3,707,195	\$15,699	\$3,722,894	\$74,809	\$77,956	\$81,237	\$64,658	
Travel	\$297,953	\$750	\$298,703	\$6,000	\$6,120	\$6,242	\$6,367	
Operating Services	\$1,113,117	\$2,500	\$1,115,617	\$10,000	\$10,200	\$10,404	\$10,612	
Supplies	\$178,922	\$250	\$179,172	\$1,000	\$1,020	\$1,040	\$1,061	
Professional Services	\$10,837,461	\$0	\$10,837,461	\$0	\$0	\$0	\$0	
Other Charges	\$3,815,458	\$0	\$3,815,458	\$0	\$0	\$0	\$0	
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$484,870	\$0	\$484,870	\$0	\$0	\$0	\$0	
Acquisitions	\$118,465	\$4,452	\$122,917	\$4,762	\$2,000	\$2,200	\$2,420	
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$28,742,425	\$52,113	\$28,794,538	\$232,761	\$238,944	\$248,437	\$258,324	
POSITIONS								
Classified	0	0	0	0	0	0	0	
Unclassified	78	1	79	2	2	2	2	
TOTAL T.O. POSITIONS	78	1	79	2	2	2	2	
Other Charges Positions	0	0	0	0	0	0	0	
Non-TO FTE Positions	0	0	0	0	0	0	0	
TOTAL POSITIONS	78	1	79	2	2	2	2	
*Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
[Select Fund Account] [Select Fund Account]	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	the second division of	
		<u></u>	\$0	<u> </u>	40	40		
**Statutory Dedications: Department of Justice Legal					1	1		
Support Fund (JS5)	\$7,216,262	\$0	\$7,216,262	\$0	\$0	\$0	\$0	
Department of Justice Debt Collection Fund (JS7)	\$166,663	\$0	\$166,663	\$0	\$0	\$0	\$0	
Louisiana Fund (Z13)	\$2,572,074	\$0	\$2,572,074	\$0	\$0	\$0	\$0	
Tobacco Settlement Enforcement Fund (JS9)	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	
Tobacco Control Special Fund (JS6)	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	
Department of Justice Occupational Licensing Review Program Fund (JSA)	\$0	\$52,113	\$52,113	\$232,761	\$238,944	\$248,437	\$258,324	
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0		
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0		

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME:

Civil Law Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL.
AMOUNT	\$0	\$0	\$0	\$52,113	\$0	\$52,113
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$28,462	\$0	\$28,462
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$15,699	\$0	\$15,699
Travel	\$0	\$O	\$0	\$750	\$0	\$750
Operating Services	\$0	\$0	\$0	\$2,500	\$0	\$2,500
Supplies	\$0	\$0	\$0	\$250	\$0	\$250
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	. \$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$4,452	\$0	\$4,452
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$52,113	\$0	\$52,113
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS		rran ogn dan þá fræðar senna sannspar r				in being any sample of a set of a set of the
Classified	0	0	0	1	0	1
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	Ŭ	0	0	1	0	1
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	1	0	1

PROGRAM 3 NAME: Criminal Law and Medicaid Fraud Program

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS			IONS		
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026		
GENERAL FUND BY:									
Direct	\$5,300,250	\$0	\$5,300,250	\$0	\$0	\$0	\$0		
Interagency Transfers	\$851,072	\$0	\$851,072	\$0	\$0	\$0	\$0		
Fees & Self-Generated *	\$1,060,255	\$0	\$1,060,255	\$0	\$0	\$0	\$0		
Statutory Dedications **	\$5,386,651	\$0	\$5,386,651	\$0	\$0	\$0	\$0		
FEDERAL FUNDS	\$7,072,483	\$0	\$7,072,483	\$0	\$0	\$0	\$0		
TOTAL MOF	\$19,670,711	\$0	\$19,670,711	\$0	\$0	\$0	\$0		
EXPENDITURES:									
Salaries	\$8,566,962	\$Û	\$8,566,962	\$0	\$0	\$0	\$0		
Other Compensation	\$575,990	\$0	\$575,990	\$0	\$0	\$0	\$0		
Related Benefits	\$4,824,521	\$0	\$4,824,521	\$0	\$0	\$0	\$0		
Travel	\$415,058	\$0	\$415,058	\$0	\$0	\$0	\$0		
Operating Services	\$1,118,288	\$0	\$1,118,288	\$0	\$0	\$0	\$0		
Supplies	\$481,935	\$0	\$481,935	\$0	\$0	50	\$0		
Professional Services	\$610,565	\$0	\$610,565	\$0	\$0	\$0	\$ 0		
Other Charges	\$997,435	\$0	\$997,435	\$0	\$0	\$0	\$0		
Debt Services	\$0	\$0	\$0	- \$0	\$0	\$0	\$0		
Interagency Transfers	\$1,047,793	\$0	\$1,047,793	\$0	\$0	\$0	\$0		
Acquisitions	\$1,032,164	\$0	\$1,032,164	\$0	\$0	\$0	\$0		
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL EXPENDITURES	\$19,670,711	\$0	\$19,670,711	\$0	\$0	\$0	\$0		
POSITIONS					and the Association of the Association]		
Classified	0	0	0	0	0	0	0		
Unclassifled	143	0	143	0	0	D	0		
TOTAL T.O. POSITIONS	143	0	143	0	0	0	0		
Other Charges Positions	1	0	1	0	0	0	0		
Non-TO FTE Positions	0	0	0	0	0	0	0		
TOTAL POSITIONS	144	0	144	0	0	0	0		
*Dedicated Fund Accounts:									
Reg. Fees & Self-generated	\$111,766	\$0	\$111,766	\$0	\$0	\$0	\$0		
Sex Offender Registry Technology Fand Account	\$948,489	\$0	\$948,489	\$0	\$0	\$0	\$0		
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
**Statutory Dedications:									
Medical Assistance Programs Fraud Detection (H14)	\$2,078,793	\$0	\$2,078,793	\$0	\$0	\$0	\$0		
Department of Justice Debt Collection Fund (JS7)	\$727,953	\$0	\$727,953	\$0	\$0	\$0	\$0		
Department of Justice Legal Support Fund (JS5)	\$1,612,758	\$0	\$1,612,758	\$0	\$0	\$0	\$0		
Insurance Fraud Investigation Fund (109)	\$967,147	\$0	\$987,147	\$0	\$0	\$0	\$0		
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0		
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0		

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME:

Criminal Law and Medicaid Fraud Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$ 0	\$0	\$0
EXPENDITURES:		· · · · · · · · · · · · · · · · · · ·			· ·	
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$O	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS					· · ·	2
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 4 NAME: Risk Litigation

n 1997 - 1997 - Alexandro Maria and Angela an								
MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	100		USTMENT OUT	Contraction of the second seco	
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	10.02.00	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:		****		0.000 A	A-224-0-14	para sa		مەرىيە بەر يىلەر بىرىيە بەركەكۈچۈچۈلۈلاردىدى.
Direct	\$0	\$0	\$0	-14.5 V. 17	\$0	\$0	\$0	\$0
Interagency Transfers	\$19,514,123	\$0	\$19,514,123	NUNE:	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	intervior.	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	20.00	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	2030	\$0	\$0	\$0	\$0
TOTAL MOF	\$19,514,123	\$0	\$19,514,123	Sales in the sales	\$0	\$0	\$0	\$0
EXPENDITURES:		and the second s		10000 H				
Salaries	\$11,061,228	\$0	\$11,061,228	يونين المانيان. 1	\$0	\$0	\$0	\$0
Other Compensation	\$137,280	\$0	\$137,280	STATIST'S	\$0	\$0	\$0	\$0
Related Benefits	\$6,114,828	\$0	\$6,114,828	ASJAN CAR	\$0	\$0	\$0	\$ 0
Travel	\$51,564	\$0	\$51,564	10. A.M. W.	\$0	\$0	\$0	\$0
Operating Services	\$929,744	\$0	\$929,744		\$0	\$0	\$D	\$0
Supplies	\$42,758	\$0	\$42,758	1-7-F00	\$0	\$0	\$0	\$0
Professional Services	\$22,459	\$0	\$22,459		\$0	\$0	\$0	\$0
Other Charges	\$12,282	\$0	\$12,282		\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Interagency Transfers	\$1,000,642	\$0	\$1,000,642		\$0	\$0	\$0	\$0
Acquisitions	\$141,338	\$0	\$141,338	Construction of	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	a source	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	Sectors.	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$19,514,123	\$0	\$19,514,123	100	\$0	\$0	\$0	\$0
POSITIONS				No. No.				
Classified	0	0	0	ALC: N	0	0	0	0
Unclassified	0	0	0	aleyares	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	(diam)	0	0	0	0
Other Charges Pooltions	0	0	0	Sec. 1	0	0	0	0
Non-TO FTE Positions	0	0	0	and the second	0	0	0	0
TOTAL POSITIONS	Ũ	0	0	(CONTRACTOR)	1)	0	0	0
*Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$0	\$0	\$0	77,353,602	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	27. W.C.	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	No.	\$0	\$0	\$0	\$0
**Statutory Dedications:				11111				
[Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0		\$0	<u>\$0</u>	\$0 \$0	\$0 50
Select Statutory Dedication	\$0 \$0	\$U \$0	\$0 \$ 0	-islike:	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Select Statutory Dedication	\$0	\$0	\$0	H	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0 \$0		\$0 50	\$0	\$0	<u>\$0</u>
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0	1000	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication]	\$0	\$0	\$0	· coting	\$0	\$0		\$0 \$0

PROC	PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT											
PROGRAM 4 NAME:	PROGRAM 4 NAME: Risk Litigation											
MEANS OF FINANCING:	State General Fund	Generated Federal Funds TOTAL										
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0						
EXPENDITURES:												
Salaries	\$0	\$0	\$0	\$0	\$0	\$0						
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0						
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0						
Travel	\$0	\$O	\$0	\$0	\$0	\$0						
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0						
Supplies	\$0	\$0	\$0	\$0	\$0	\$0						
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0						
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0						
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0						
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0						
Acquisitions	\$0	\$O	\$0	\$0	\$0	\$0						
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0						
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0						
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0						
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0						
POSITIONS												
Classified	0	0	0	0	0	0						
Unclassified	0	0	0	0	0	0						
TOTAL T.O. POSITIONS	0	0	0	0	0	0						
Other Charges Positions	0	0	0	0	0	0						
Non-TO FTE Positions	0	0	0	0	0	0						
TOTAL POSITIONS	0	0	0	0	0	0						

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 5 NAME: Gaming Program

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	AD.	USTMENTIOUTA	EAR PROJECT	IONS	
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	
GENERAL FUND BY:								
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$331,715	\$0	\$331,715	\$0	\$0	\$0	\$0	
Fees & Self-Generated *	\$112,106	\$0	\$112,106	\$0	\$0	\$0	\$0	
Statutory Dedications **	\$6,589,558	\$0	\$6,589,558	\$0	\$0	\$0	\$0 \$0	
FEDERAL FUNDS	\$0	\$0	\$0	\$0 \$0	\$0	\$0	\$0	
TOTAL MOF	\$7,033,379	\$0	\$7,033,379	\$0	\$0	\$0 \$0	\$0 \$0	
EXPENDITURES:					40	φυ		
Salaries	\$3,620,723	\$0	\$3,620,723	\$0	\$0	P A		
Other Compensation	\$178,708	\$0	\$178,708	\$0 \$0		\$0 *0	\$0	
Related Benefits	\$2,090,330				\$0 00	\$0	\$0	
Travel	\$54,415	\$0	\$2,090,330	\$0	\$0	\$0	\$0	
Operating Services	······	\$0	\$54,415	\$0	\$0	\$0	\$0	
and the second	\$195,189	\$0	\$195,189	\$0	\$0	\$0	\$0	
Supplies	\$62,530	\$0	\$62,530	\$0	\$0	\$0	\$0	
Professional Services	\$202,000	\$0	\$202,000	\$0	\$0	\$0	\$0	
Other Charges	\$19,000	\$0	\$19,000	\$0	\$0	\$0	\$ 0	
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$342,375	\$0	\$342,375	\$0	\$0	\$0	\$0	
Acquisitions	\$268,109	\$0	\$268,109	\$0	\$0	\$0	\$0	
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$7,033,379	\$0	\$7,033,379	\$0	\$0	\$0	\$0	
POSITIONS					18 A. T.			
Classified	0	0	0	0	ol	ol	0	
Unclassified	51	0	51	0	0	0	0	
TOTAL T.O. POSITIONS	51	0	51	Ő	6	0		
Other Charges Positions	0	0	0	0	0		<u> </u>	
Non-TO FTE Positions	0	0	0	0		0	0	
TOTAL POSITIONS	51	0	51		0	0	0	
	~ ~ ~	<u> </u>		Û	0	0	0	
Dedicated Fund Accounts: Reg. Fees & Self-generated	\$0	60 L			* 2		- Carton	
[Select Fund Account]	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	
Select Fund Account	\$0	\$0	\$0	\$0 \$0	\$0	\$0		
*Statutory Dedications:								
[Select Statutory Dedication]	\$3,508,294	\$0	\$3,508,294	\$0	\$0	\$0	\$0	
[Select Statutory Dedication]	\$2,206,841	\$0	\$2,206,841	\$0	\$0	\$0	\$0	
Parl-mutuel Live Racing Facility Gaming Control Fund (G09)	\$874,423	\$0	\$874,423	\$ 0	\$0	\$0	\$0	
[Select Statutory Dedication]	\$0	\$0	\$0	\$ 0	\$0	\$0	\$0	
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
[Select Statutory Dedication] [Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
[Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT												
PROGRAM 5 NAME:	ROGRAM 5 NAME: Gaming Program											
MEANS OF FINANCING:	State General Fund	Company of Leadage Euglar TOTAL										
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0						
EXPENDITURES:												
Salaries	\$0	\$0	\$0	\$0	\$0	\$0						
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0						
Related Bonefits	\$0	\$0	\$0	\$0	\$0	\$0						
Travel	\$0	\$0	\$0	\$0	\$0	\$0						
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0						
Supplies	\$0	\$0	\$0	\$0	\$0	\$0						
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0						
Other Charges	\$0	\$O	\$0	\$0	\$0	\$0						
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0						
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0						
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0						
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0						
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0						
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0						
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0						
POSITIONS		adapaten en e	i tayoo katana ay ahaa ahaa ahaa ahaa ahaa ahaa aha	·····	GRANDOUDAD COMPANY STATES TO COMPANY	27127778659 UMAN						
Classified	0	0	0	0	0	0						
Unclassified	0	0	0	0	0	0						
TOTAL T.O. POSITIONS	0	0	0	0	0	0						
Other Charges Positions	0	0	0	0	0	0						
Non-TO FTE Positions	0	0	0	0	0	0						
TOTAL POSITIONS	0	0	0	0	0	0						

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

1. The purpose of this BA7 is to request funding for ACT 399 of the 2021 Legislative session, which created an occupational licensing board review program within the office of the Attorney General. Currently, there is no active state supervision of disciplinary actions by occupational licensing boards. Many occupational licensing boards desire stronger state oversight than what is currently legally available so that they can comply with FTC guidance on active state supervision and ensure state action antitrust immunity. Without active state supervision, the FTC will not recognize state antitrust immunity, and the occupational boards and their members have liability exposure. The Attorney General's Office will be tasked with providing this active state supervision. Housed within the Civil Law program, this will require 2 additional positions to handle the active state supervision of occupational regulations and anti-competitive disciplinary actions expected from the occupational licensing boards which license thousands of individuals and businesses in Louisiana. All new positions and related expenses will be paid from the revenues deposited into the newly created Department of Justice Occupational Licensing Board Review Program Fund.

2. <u>REVENUES</u>

Statutory Dedicated, Dept. of Justice Occupational Licensing Review Program Fund

3. EXPENDITURES

5110000	Salaries	\$28,462
5130000	Related Benefits	\$15,699
5200000	Travel	\$750
5300000	Operating	\$2,500
5400000	Supplies	\$250
5700000	Acquisitions	<u>\$4,452</u>
	Total	\$52,113

OTHER

Elise Cazes, Director of Administrative Services 326-6714 Melissa Gannuch, Deputy Director Administrative Services, 326-6734 \$52,113

DEPARTMENT: Culture, Recreation	n, and Tourism	FOR OPB USE ONLY					
AGENCY: Office of State Parks		OPB LOG NUN	\sim -	AGENDA NUM	GENDA NUMBER		
SCHEDULE NUMBER: 06-264			141R	RR	3		
SUBMISSION DATE: January 24, 2	022		Approval and Authority			44	
AGENCY BA-7 NUMBER: DCRT-OS							
HEAD OF BUDGET UNIT: Nancy W							
	attins						
TITLE: Undersecretary							
SIGNATURE (Certifies that the information provi your knowledge):	ided is correct and true to A	the best of					
MEANS OF FINANCING	ADJUSTME	INT	REVISED)			
	CURREN FY 2021-2		(+) or (-)		FY 2021-20		
GENERAL FUND BY:							
DIRECT	\$17	,624,837		\$0	\$17.	624,837	
INTERAGENCY TRANSFERS		\$224,122		\$0		224,122	
FEES & SELF-GENERATED Regular Fees & Self-generated	\$1,179,114 \$1,179,114			\$0 \$0		179,114 1,179,114	
Subtotal of Fund Accounts from Page 2		\$1,179,114		\$0	\$1,179,7		
STATUTORY DEDICATIONS				2,115,000	\$17,735,13		
Louisiana State Parks Improvement and		Ψ ·					
Repair Fund (CT4)	3	315,370,132		\$2,115,000	\$1	7,485,132	
[Select Statutory Dedication]		\$250,000		\$0		\$250,000	
Subtotal of Dedications from Page 2		\$0		\$0		\$0	
FEDERAL	\$6,284,185			\$0		284,185	
TOTAL	\$40	,932,390	\$2,115,000		\$43,047,390		
AUTHORIZED POSITIONS		296		0		296	
AUTHORIZED OTHER CHARGES	13			0		13	
NON-TO FTE POSITIONS		0		0		0	
TOTAL POSITIONS		309		0		309	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS	
PROGRAM NAME:							
Parks and Recreation	\$40,932,390	309	\$2,115,000	0	\$43,047,390	309	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0 \$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0	
TOTAL	\$40,932,390	309	\$2,115,000	0	\$43,047,390	309	

DEPARTMENT: Culture, Recreati	on, and Tourism	FOR OPB USE ONLY					
AGENCY: Office of State Parks	-		OPB LOG NUI	WBER	AGENDA NUM	BER	
SCHEDULE NUMBER: 06-264	SCHEDULE NUMBER: 06-264						
SUBMISSION DATE: January 24,							
AGENCY BA-7 NUMBER: DCRT-0			ADI	DENDUM	TO PAGE 1		
Use this section for additional De	dicated Fund Acc	ounts or	Statutory Dedicatio	ons, if need	ed.	1011 (1011) (1011 (1011 (1011 (1011 (1011 (1011 (1011 (1011 (1011 (1011)	
The subtotal will automatically be	transferred to Pa	age 1.					
MEANS OF FINANCING CURRENT			ADJUSTM		REVISÉI		
	FY 2021-2	2022	(+) or (-)	FY 2021-20)22	
GENERAL FUND BY:							
FEES & SELF-GENERATED							
[Select Fund Account]		\$0		\$0		\$0	
[Select Fund Account]		\$0		\$0		\$0	
SUBTOTAL (to Page 1)		\$0		\$0		\$0	
STATUTORY DEDICATIONS							
[Select Statutory Dedication]		\$0		\$0		\$0	
[Select Statutory Dedication]	\$0			\$0	\$0		
[Select Statutory Dedication] [Select Statutory Dedication]		\$0 \$0	<u>\$0</u> \$0		\$0 \$0		
[Select Statutory Dedication]		<u> </u>	\$0 \$0		\$0		
[Select Statutory Dedication]		\$0		\$0		\$0 \$0	
SUBTOTAL (to Page 1)		\$0		\$0		\$0	
TRENEWARK (REPORT FOR THE REPORT ADDRESS OF A DRESS OF A	an a	ACTIVITIENE CONTRACTOR C	aşı Felsiya Azərbi Qürki iştiri tarəti ildi iştira başlır.	TRAMA PUTANON O DURA DE LA CARTA DA ANDRE DA C	an a faith an	NEW COLOMB DISTURBANCE MILLION COLOMB	
Use this section for additional Pro							
The subtotal will automatically be	3	5/8e-11-1-1				_	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS	
PROGRAM NAME:							
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0	

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds? Request to increase Statutory Dedications:\$1,150,000 designated for the CPRA Cypremort Point State Park project. This increase is necessary in order to complete the project at 100%. The original estimate cost was calculated 3 years ago, materials and labor have increased since then. \$550,000 is needed to cover the increase cost of utilities (electrical and gas). \$415,000 in damage was caused by Hurricane Ida and supplies are necessary to repair buildings and grounds for several State Parks and Historical Sites.

MEANS OF FINANCING OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:		(a) a set of the se	Friday, G. M. Stranger, and S. Sangara, "A strain of the second strai		
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$2,115,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,115,000	\$0	\$0	\$0	\$0

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

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

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

This request cannot be postponed until next fiscal year because funds are needed this fiscal year to allow CPRA to move forward with the bidding process for this project, to ensure funds are available for the increase in utilities, and to make the necessary repairs to the Parks affected by Hurricane Ida.

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

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

This BA-7 is requesting funds to complete CPRA project #TV-81 funded by NRDA using BP Oil Spill settlement. It is also for funds needed to cover utilities cost increase and supplies incurred by damages caused by Hurricane Ida.

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

OBJECTIVE:

딦		PERFORMANCE STANDARD					
LEVEL	PERFORMANCE INDICATOR NAME	CURRENT	ADJUSTMENT	REVISED			
		FY 2021-2022	(+) OR (-)	FY 2021-2022			
			·····				
]						

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

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

This BA-7 will not have any impacts on any other program or agency.

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

There are no performance impacts associated with this BA-7 in the current fiscal year. Increasing the funding to complete the NRDA project at Cypremort Point State Park will have an impact on visitation and revenue earned in the out years.

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

In the current fiscal year a failure to approve this BA-7 would not have an impact, but it would in the out years. State Parks would have to use funding earmarked for repairs to fund recurring costs for utilities, etc which would postpone repairs needed now. NRDA project would not be competed and jepordize funding from CPRA.

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Parks and Recreation

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	福	ADJ	USTMENT OUTY	EAR PROJECTI	ONS
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	200 10	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:								
Direct	\$17,624,837	\$0	\$17,624,837		\$0	\$0	\$0	\$0
Interagency Transfers	\$224,122	\$0	\$224,122	12 10	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$1,179,114	\$0	\$1,179,114		\$0	\$0	\$0	\$0
Statutory Dedications **	\$15,620,132	\$2,115,000	\$17,735,132		\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$6,284,185	\$0	\$6,284,185		\$0	\$0	\$0	\$0
TOTAL MOF	\$40,932,390	\$2,115,000	\$43,047,390		\$0	\$0	\$0	\$0
EXPENDITURES:					an ann ann an ann an tha		an and an international transmission of the second s	
Salaries	\$11,944,247	\$0	\$11,944,247		\$0	\$0	\$0	\$0
Other Compensation	\$454,070	\$0	\$454,070	朝戸山	\$0	\$0	\$0	\$0
Related Benefits	\$7,672,913	\$0	\$7,672,913	and the second se	\$0	\$0	\$0	\$0
Travel	\$27,000	\$0	\$27,000		\$0	\$0	\$0	\$0
Operating Services	\$3,984,524	\$550,000	\$4,534,524		\$0	\$0	\$0	\$0
Supplies	\$2,529,651	\$415,000	\$2,944,651	於 A A A A A A A A A A A A A	\$0	\$0	\$0	\$0
Professional Services	\$67,667	\$0	\$67,667		\$0	\$0	\$0	\$0
Other Charges	\$9,612,150	\$0	\$9,612,150	NA A	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	- California	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,669,194	\$1,150,000	\$3,819,194		\$0	\$0	\$0	\$0
Acquisitions	\$82,920	\$0	\$82,920		\$0	\$0 \$0	\$0 \$0	\$0
Major Repairs	\$1,888,054	\$0	\$1,888,054	-	\$0 \$0	\$5 \$0	\$0 \$0	\$0
UNALLOTTED	\$0	\$0	\$0	200 C	\$0	\$0 \$0	\$0 \$0	\$0
TOTAL EXPENDITURES	\$40,932,390	¢≎ \$2,115,000	\$43,047,390	-	\$0 \$0	\$0 \$0	\$0 \$0	\$0
	φ+0,002,000 j	φ2,110,000	φ - 0,0+1,000				ψ υ	90 0
POSITIONS	005							
Classified	295	0	295	100	0	0	0	0
Unclassified	1	0	1	- 	0	0	0	0
TOTAL T.O. POSITIONS	296	0	296	-	0	0	0	0
Other Charges Positions	13	0	13	10.000 10.000	0	0	0	0
Non-TO FTE Positions	0	0	0		0	0	0	0
TOTAL POSITIONS	309	0	309	X	0	0	0	0
*Dedicated Fund Accounts:	·	· · · · · · · · · · · · · · · · · · ·	-			· .	· · · · · · · · · · · · · · · · · · ·	
Reg. Fees & Self-generated	\$1,179,114	\$0	\$1,179,114		\$0	\$0	\$0	\$0
[Select Fund Account] [Select Fund Account]	\$0 \$0	\$0 \$0	\$0 \$0	-	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
DISTRUCTION OF A DISTRUCT OF A	ΨΟ 1)) 		~~	ų ⊂ napengularingenkistių tenderatoretių bitinintų	
**Statutory Dedications: Louisiana State Parks				14.20 m				
Improvement and Repair Fund (CT4)	\$15,370,132	\$2,115,000	\$17,485,132	の時代	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$250,000	\$0	\$250,000		\$0	\$0	\$0	\$0
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0		\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0			ېن \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication]	\$0 \$0	\$0	\$0 \$0		\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$0

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 1 NAME:	Parks and Re	creation					
	u constant a su	ARFIGURI MINISTRATINA MANAGAMANA MANAGAMANA MANAGAMANA MANAGAMANA MANAGAMANA MANAGAMANA MANAGAMANA MANAGAMANA M	AREN INTO ARTINCE BITTERED IN ARTICLE AT THE MERICAN ARE	ATTICICATION DE ATTACIÓN DE DECONTROL DE	Albertur die Indelektion die Verdinge Bergenauter voor die de	a balancia fasini fa sa	
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL	
AMOUNT	\$0	\$0	\$0	\$2,115,000	\$0	\$2,115,000	
EXPENDITURES:			анала на	a ann an Ann an Ann ann an Ann ann an Ann ann a	van le versunierins mit din moù zerde kenninned i	nonnennen er en en en er	
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	
Travel	\$0	\$0	\$0	\$0	\$0	\$0	
Operating Services	\$0	\$0	\$0	\$550,000	\$0	\$550,000	
Supplies	\$0	\$0	\$0	\$415,000	\$0	\$415,000	
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$0	\$0	\$0	\$1,150,000	\$0	\$1,150,000	
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$2,115,000	\$0	\$2,115,000	
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0	
POSITIONS		n de la senten la ferma den no construit de la sentencia de la ferma de la ferma de la defensión de la de	รักษณ์เป็นรับชายากคลาก (Planon UI Syloko ซึ่งระบท คามส์กา UI Sylon	ан илан омко ем оптин презинил баз на консерству	HENDELY FOR MERINA DI PARTO SPECIAL DA PARTA DE PARTA SUPERIO DE LA PARTA DE PARTO DE LA PARTO DE PARTO DE PAR	n Dahidi terlekan kiran okuna terleti barkara terletin	
Classified	295	0	0	0	0	295	
Unclassified	1	0	0	0	0	1	
TOTAL T.O. POSITIONS	296	0	0	0	0	296	
Other Charges Positions	13	0	0	0	0	13	
Non-TO FTE Positions	0	0	0	0	0	0	
TOTAL POSITIONS	309	0	0	0	0	309	

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

1. I.E.-This BA-7 is to avoid deficit expenditures in the Administration Program. This BA-7 is to budget a Supplemental Appropriation. This BA-7 is to budget receipt of a federal grant. This BA-7 budgets funding approved at March I.E.B. meeting.

REVENUES

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

2. If STATE GENERAL FUND

Provide details

3. If IAT

- List sending agency
- Attach signed IAT agreement or signed letter that sending agency concurs with the need for this BA-7
- Provide original Source of Funding (Where did the sending agency get the funds?)

4. If Self-Generated Revenues

- Explain how funds are generated
- Provide original fund balance and revised fund balance
- Provide amount of original fund balance that was originally budgeted
- Provide amount of revised fund balance that will be budgeted if this BA-7 is approved

5. If Statutory Dedications

- Provide creating authority (Louisiana Revised Statutes and/or Administrative Code citations)
- Current fund balance
- Current year anticipated revenue

6. If Interim Emergency Board Appropriations

• Attach I.E.B. notification approval (will serve as BA-7 justification)

7. If Federal Funds

- Provide a copy of the grant award from the Federal Agency
- Explain matching requirements associated with the proposed source of funding (be specific)

8. All Grants:

- Explain the purpose of the grant
- Provide a copy of the grant application and notification of grant award
- Provide spending plan for each year of multi-year grants

EXPENDITURES

- 9. Provide detailed expenditure information including how the amount requested was calculated.
- 10. If funds are being transferred, pleased explain how excess funds became available.
- 11. Provide object details as part of explanation.

OTHER

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

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

1. The purpose for this BA-7 is to increase the Statutory Dedication fund (CT4) for the Interagency agreement (\$1,150,000) between Coastal Protection and Restoration Authority (CPRA) and DCRT/Office of State Parks regarding Cypremort Point State Park improvement project designated by the Deepwater Horizon Natural Resource Damage Assessment (NRDA). This BA-7 will also increase utilities expenditure to cover the fluctuated cost of electricity. Additional expenditures were incurred from the damage caused by Hurricane Ida.

REVENUES

Statutory Dedications Fund (CT4) This BA-7 will allow the Office of State Parks to transfer funds to CPRA. The current fund balance is approximately \$10,000,000. The anticipated revenue for FY 2021-2022 is approximately \$14,000,000.

EXPENDITURES

9. The original estimated cost for the CPRA project in 2018 was approximately \$2,150,000. The current estimated cost is approximately \$3,300,000 in FY22, which requires an additional \$1,150,000 to complete the project. Utilities (electricity) are approximately \$175,000 monthly, annual total being \$2,100,000. The current budget authority is approximately \$1,550,000, short by \$550,000. Supplies for Buildings and Grounds has the budget authority of approximately \$735,000 and the estimated actual expenditure is \$1,150,000, being short \$415,000.

Lagov	med for object t	ietans.		
Fund	Cost Center	GL acct	Amount	Means of Finance
26400CT400	2641026328	5950033	\$1,150,000	Statutory Dedication
26400CT400	2641016101	5350010	\$ 550,000	Statutory Dedication
26400CT400	2641016101	5410016	\$ 415,000	Statutory Dedication
AFS				
Fund	Cost Center	GL acct	Amount	Means of Finance
26400CT400	2641	4900	\$1,150,000	Statutory Dedication
26400CT400	2641	2950	\$ 550,000	Statutory Dedication
26400CT400	2641	3190	\$ 415,000	Statutory Dedication

11 Please see attached for object details

OTHER

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

Billy Nungesser, Lt. Governor Brandon Burris, Assistant Secretary Nancy Watkins, Undersecretary

bnungesser@crt.la.gov bburris@crt.la.gov nwatkins@crt.la.gov (225)-342-7009 (225)-342-8186 (225)-342-8201

BA-7 SUPPORT INFORMATION Page _____

·

DEPARTMENT: Culture, Recreation & Tourism			FOR OPB USE ONLY				
AGENCY: Office of Cultural Development			OPB LOG NUN	IBER	AGENDA NUMBER		
SCHEDULE NUMBER: 06-265			142		4		
SUBMISSION DATE: 01/27/2022			Approval and Authority	<i>r</i> :			
AGENCY BA-7 NUMBER: DCRT-OCI	D-22-02						
HEAD OF BUDGET UNIT: Nancy Wa			-				
			-				
TITLE: Undersecretary			4				
SIGNATURE (Certifies that the information provi your knowledge):	ded is correct and true to	the best of					
MEANS OF FINANCING	CURREN	T	ADJUSTM	ENT	REVISED)	
	FY 2021-2	022	(+) or (-)		FY 2021-20		
GENERAL FUND BY:		den dage		15		192	
DIRECT	\$2	496,978		\$0	\$2.	496,978	
INTERAGENCY TRANSFERS		,519,280		\$0		519,280	
FEES & SELF-GENERATED		\$692,884		\$0 \$0		692,884	
Regular Fees & Self-generated		\$692,884		\$U \$0	φ	\$692,884	
Subtotal of Fund Accounts from Page 2		\$032,004		\$0		\$052,004	
STATUTORY DEDICATIONS		\$109,346		\$0		109,346	
Archaeological Curation Fund (CT5)	· · · · · · · · · · · · · · · · · · ·	\$109,346	\$0		\$109,34		
[Select Statutory Dedication]		\$0		\$0		\$0	
Subtotal of Dedications from Page 2		\$0		\$0		\$0	
FEDERAL	\$2	\$2,537,116		\$809,800	\$3,:	346,916	
TOTAL	\$8	,355,604		\$809,800	\$9,	\$9,165,404	
AUTHORIZED POSITIONS		32		0	3		
AUTHORIZED OTHER CHARGES	1	7		0			
NON-TO FTE POSITIONS		0		0			
TOTAL POSITIONS		39		0			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS	
PROGRAM NAME:	DOLDARO		DOLLARO	100	DOLLARO	100	
Cultural Development	\$4,210,166	27	\$0	0	\$4,210,166	27	
Arts Program	\$3,057,649	7	\$809,800	0	\$3,867,449	7	
Administrative Program	\$1,087,789	5	\$0	0	\$1,087,789	5	
Administrative Program							
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0	
TOTAL	\$8,355,604	39	\$809,800	0	\$9,165,404	39	

	DEPARTMENT: Culture, Recreation & Tourism				FOR OPB USE ONLY				
AGENCY: Office of Cultural Deve	OPB LOG NUM	IBER	AGENDA NUMBER						
SCHEDULE NUMBER: 06-265		·							
SUBMISSION DATE: 01/27/2022									
AGENCY BA-7 NUMBER: DCRT-0	DCD-22-02		ADD	ENDUM .	TO PAGE 1				
Use this section for additional De	dicated Fund Acc	ounts or S	tatutory Dedication	ns, if neede	ed.				
The subtotal will automatically be	e transferred to Pa	age 1.	- -	-					
MEANS OF FINANCING	CURRE	NT	ADJUSTM	ENT	REVISED				
物理我是我们的 化管理管理管理管理管理管理	FY 2021-2	2022	(+) or (-		FY 2021-20	22			
GENERAL FUND BY:									
FEES & SELF-GENERATED		T							
[Select Fund Account]		\$0		\$0		\$0			
[Select Fund Account]		\$0		\$0		\$0			
SUBTOTAL (to Page 1))	\$0		\$0		\$0			
STATUTORY DEDICATIONS									
[Select Statutory Dedication]		\$0		\$0	\$0				
[Select Statutory Dedication]		\$0	\$0		\$0				
[Select Statutory Dedication]		\$0	\$0		\$0				
[Select Statutory Dedication]		\$0	\$0		\$0				
[Select Statutory Dedication]		\$0	\$0			\$0			
[Select Statutory Dedication]		\$0	\$0			\$0			
SUBTOTAL (to Page 1)		\$0		\$0		\$0			
						A REPORT OF A REAL PROPERTY OF			
Use this section for additional Pro The subtotal will automatically be	transferred to Pa								
	transferred to Pa		DOLLARS	POS	DOLLARS	POS			
The subtotal will automatically be	transferred to Pa	ige 1.	DOLLARS	POS	DOLLARS	POS			
The subtotal will automatically be PROGRAM EXPENDITURES	transferred to Pa	ige 1.	DOLLARS \$0	POS	DOLLARS \$0	POS 0			
The subtotal will automatically be PROGRAM EXPENDITURES	e transferred to Pa DOLLARS	ige 1. POS	NACOLUS A COLUMNIA						
The subtotal will automatically be PROGRAM EXPENDITURES	e transferred to Pa DOLLARS	ege 1. POS	\$0	0	\$0	0			
The subtotal will automatically be PROGRAM EXPENDITURES	b transferred to Pa DOLLARS \$0 \$0	0 0	\$0 \$0	0	\$0 \$0	0			
The subtotal will automatically be PROGRAM EXPENDITURES	bolling bollin	0 0 0	\$0 \$0 \$0	0 0 0	\$0 \$0 \$0 \$0	0 0 0			
The subtotal will automatically be PROGRAM EXPENDITURES	b transferred to Pa DOLLARS \$0 \$0 \$0 \$0 \$0	0 0 0 0 0	\$0 \$0 \$0 \$0 \$0	0 0 0 0	\$0 \$0 \$0 \$0 \$0	0 0 0			
The subtotal will automatically be PROGRAM EXPENDITURES	transferred to Pa DOLLARS \$0 \$0 \$0 \$0 \$0 \$0 \$0	ge 1. POS 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0			
The subtotal will automatically be PROGRAM EXPENDITURES	transferred to Pa DOLLARS \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	ege 1. POS 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0 0 0			
The subtotal will automatically be PROGRAM EXPENDITURES	transferred to Pa DOLLARS \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	ge 1. POS 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0 0 0 0			
The subtotal will automatically be PROGRAM EXPENDITURES	transferred to Pa DOLLARS \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	ege 1. POS 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds? The Current Federal Award #1863378-61-20 has been amended with funds from the American Rescue Plan Act of 2021. The grant amount has been increased by "\$809,800" to :\$1,605.500." It is our intention to spend the remaining funds by the end of this fiscal year(06/30/2022). A copy of the grant award amendment is attched.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$809,800	\$0	\$0	\$0	\$0
TOTAL	\$809,800	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below: No additional personel is needed.

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

This request cannot be postponed until next fiscal year because funds are needed this fiscal year to allow the Office of Cultural Development I Division of the Arts budget authority to expend additional funds being granted by the federal government. The additional federal funds provided from the American Rescue Plan Act of 2021 will be used to fund American Rescue Plan Act of 2021 Arts grants for Coronavirus aid and relief.

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

No payments have been made towards this BA-7 request.

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

Without approval of this BA-7, the Office of Cultural Development will not be able to utilize funds that were granted from the Federal American Rescue Plan Act of 2021 to fund COVID 19 aid and relief.

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

0002011	·			
		PERF	ORMANCE STAN	IDARD
N.	PERFORMANCE INDICATOR NAME	CURRENT	ADJUSTMENT	REVISED
1		FY 2021-2022	(+) OR (-)	FY 2021-2022
1				
				L

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

OB IECTIVE

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance This funding is allocated to the LDOA from the National Endowment for the Arts to subgrant out to 501c3 arts organizations for General Operating Support. General Operating Support is for day-to day operating costs such as employee salaries, overhead expenses (utilities, rent), costs associated with health and safety supplies for staff/visitors/audiences. (PPE, cleaning supplies, hand sanitizer) and fees stipends for artists and or contractual personnel to support the services they provide for specific activities.

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

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to There are no performance impacts to this agency.

	PROGRAM	LEVEL REQU	EST FOR MID-			JT	
					ABOOGTMEN	••	
PROGRAM 2 NAME:	Arts Program						
	CURRENT	REQUESTED	REVISED	ADJ	USTMENT OUTY	EAR PROJECTI	ONS
MEANS OF FINANCING:	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$150,163	\$0	\$150,163	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,020,239	\$0	\$2,020,239	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$500	\$0	\$500	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$886,747	\$809,800	\$1,696,547	\$0	\$0	\$0	\$0
TOTAL MOF	\$3,057,649	\$809,800	\$3,867,449	\$0	\$0	\$0	\$0
EXPENDITURES:					and a state of the		
Salaries	\$494,057	\$0	\$494,057	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$342,964	\$0	\$342,964	\$0	\$0	\$0	\$0
Travel	\$10,554	\$0	\$10,554	\$0	\$0	\$0	\$0
Operating Services	\$58,346	\$0	\$58,346	\$0	\$0	\$0	\$0
Supplies	\$5,014	\$0	\$5,014	\$0	\$0	\$0	\$0
Professional Services	\$500	\$0	\$500	\$0	\$0	\$0	\$0
Other Charges	\$1,916,243	\$809,800	\$2,726,043	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$229,971	\$0	\$229,971	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$3,057,649	\$809,800	\$3,867,449	\$0	\$0	\$0	\$0
POSITIONS							
Classified	7	0	7	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	7	0	7	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	7	0	7	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$500	\$0	\$500	\$0	\$0	\$0	\$0
[Select Fund Account] [Select Fund Account]	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
**Statutory Dedications:	ψ	ψU	06		ψų	<u>م</u> ل 10	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PRO	GRAM LEVEL RE	QUEST FOR	MID-YEAR BU	JDGET ADJU	STMENT	
PROGRAM 2 NAME:	Arts Program					
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$809,800	\$809,800
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$809,800	\$809,800
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$809,800	\$809,800
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

The purpose of this BA-7 is to request increased funding in federal revenues to be used to fund American Rescue Plan Act of 2021 Arts Grants.

REVENUES

7. If Federal Funds

\$ 809,800 - No match requirement for these funds, and no MOE provision Attached is the Grant Amendment for Federal Award #186011-61-19 from the National Endowment of the Arts

EXPENDITURES

9. Expenditures will be based on the grant agreements and the grant amendments.

10. Object Details

AFS:
Program: 200
Org: 2652
Object: 3646
Amount: \$809,800
Means of Finance: Federal \$809,800

LaGov: Fund: 2650000600 Cost Center: 2652077700 G/L Account: 5610003 Amount: \$809,800 Means of Finance: Federal \$809,800

<u>OTHER</u>

Billy Nungesser, Lt. Governor	bnungesser@crt.la.gov	(225) 342-7009
Nancy Watkins, Undersecretary	nwatkins@crt.la.gov	(225) 342-8201
Kristin Sanders	ksanders@crt. la.gov	(225) 342-8200

QUESTIONNAIRE ANALYSIS

OFFICIAL NOTICE OF ACTION National Endowment for the Arts

Action Taken: Funding Amendment FEDERAL AWARD INFORMATION	Date of Action: 8/4/2021	Award Date: 6/24/2020
Federal Award ID Number (FAIN)	1863378-61-20	
Award Recipient	Division of the Arts, Louisiana D	epartment of Culture, Recreation, & Tourism
Award Recipient Unique Entity Identifier	941723231	
Period of Performance	7/1/2020 - 6/30/2022	· · · · · · · · · · · · · · · · · · ·
Budget Period	7/1/2020 - 6/30/2022	
Assistance Listing Number/Title	45.025 Promotion of the Arts_Pa	artnership Agreements
Does the award support Research & Development?	No	
Award Description	the agency's National Endowme well as administration costs and sector in order to preserve jobs	ces, and activities associated with carrying out ent for the Arts-approved strategic plan, as related subgranting to the nonprofit arts and maintain operations to fuel the recovery he devastating economic and health effects of
Grant Program and Office	Partnerships (State & Regional)	, State & Regional

Amount of Federal Funds Obligated by this Action	\$809,800.00
Total Amount of Federal Funds Obligated	\$1,605,500.00
Total Amount of the Federal Award	\$1,605,500.00

RECIPIENT CONTACTS

Role	Name	
Authorizing Official	Ms. Kristin Sanders (User Name - KSanders) ksanders@crt.la.gov	
Grant Administrator	Mr. Gabriel Gilbeaux (User Name - GGilbeaux) ggilbeaux@crt.la.gov	
Project Director	Carrie Broussard (User Name - CBroussard) cbroussard@crt.la.gov	

REMARKS

Amendment # 1

Your Partnership Agreement has been amended with funds from the American Rescue Plan Act, or ARP.

Amount: The grant amount has been increased by "\$809,800.00" to "\$1,605,500"

Cost Share: These additional funds are provided on a non-matching basis. No cost share is required.

• Total Amount of Federal Award: \$1,605,500.00

• Total Approved Cost Share as Required by 20 USC 954(e): \$795,700.00

Total Amount of Federal Project including Approved Cost Share: \$2,401,200.00

The additional "\$809,800.00" is to support "...administration costs and related subgranting to the nonprofit arts sector in order to preserve jobs and maintain operations to fuel the recovery of the nation's arts sector from the devastating economic and health effects of the COVID-19 pandemic."

Budget: ARP funding amendment budget submitted July 30, 2021 is approved.

Time: The period of performance has been extended to June 30, 2022.

Carefully review the Additional Guidance regarding ARP Act funds in the Documents Tab in REACH.

PAYMENTS:

To request your ARP Act funds, you must submit (via REACH) a separate Payment Request from your regular Partnership Agreement funds. See the *Additional Guidance* on the Documents Tab. Do not combine requests. Indicate in the Progress Report field that the request is for ARP Act funds only.

OFFICIAL NOTICE OF ACTION National Endowment for the Arts

In addition, it is a term of this a ward that the first time you request ARP funds to be used for a subaward program, you must provide a short summary providing information about that subaward program. See the *Additional Guidance* document for detailed information on this requirement.

All other provisions of the award remain in effect, including the requirements of 2 CFR 200, the National Endowment for the Arts Legislation, and all other terms and conditions of the award.

AWARDING OFFICIAL

Diane Biddle

Diane Biddle Lead Grants Management Specialist

DEPARTMENT: DPS&C/Correction	s Services		F	OR OPB US	E ONLY	
AGENCY: Louisiana State Penitent	tiary		OPB LOG NUM	BER	AGENDA NUME	BER
SCHEDULE NUMBER: 08-402			135		5	
SUBMISSION DATE: January 21, 20	022		Approval and Authority:			
AGENCY BA-7 NUMBER:						
HEAD OF BUDGET UNIT: Tim Hoo	per					
TITLE: Warden			5			
SIGNATORE (Certifies that the information prov your know edge):	vided is correct and true to					
MEANS OF FINANCING	CURREN	IT	ADJUSTME	NT	REVISED	ALC: YE
	FY 2021-2	022	(+) or (-)		FY 2021-20	22
GENERAL FUND BY:						- 200
DIRECT	\$153	,904,110	(\$2	,462,918)	\$151,4	41,192
INTERAGENCY TRANSFERS		\$172,500		\$0	\$-	172,500
FEES & SELF-GENERATED		,280,614	(9	6140,954)	\$13,1	139,660
Regular Fees & Self-generated		13,280,614		(\$140,954)		3,139,660
Subtotal of Fund Accounts from Page 2		\$0	\$0			
STATUTORY DEDICATIONS		\$0	\$0			
[Select Statutory Dedication]		\$0		\$0	\$	
[Select Statutory Dedication]		\$0		\$0 \$0		\$0
Subtotal of Dedications from Page 2		\$0		\$0		\$0
FEDERAL	\$0				\$164,753,352	
TOTAL	\$167	,357,224	(\$2	(\$2,603,872)		
AUTHORIZED POSITIONS		1,424	(130)		1,2	
AUTHORIZED OTHER CHARGES		0	0			
NON-TO FTE POSITIONS		6		6		
TOTAL POSITIONS		1,430		(130)	1,300	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:		1.1.2				
Administration	\$20,438,081	27	(\$271,463)	(6)	\$20,166,618	21
Incarceration	\$135,951,424	1,390	(\$2,191,455)	(124)	\$133,759,969	1,266
Canteen	\$6,167,719	13	(\$140,954)	0	\$6,026,765	13
Rodeo	\$4,800,000	0	\$0	0	\$4,800,000	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0 \$0	0	\$0	0	\$0	0
		0	\$0	0	\$0	0
	\$0					
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$167,357,224	1,430	(\$2,603,872)	(130)	\$164,753,352	1,300

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

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

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

MEANS OF FINANCING OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:					· ·
DIRECT	(\$2,462,918)	\$0	\$0	\$0	\$(
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$(
FEES & SELF-GENERATED	(\$140,954)	\$0	\$0	\$0	\$
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$
FEDERAL	\$0	\$0	\$0	\$0	\$(
TOTAL	(\$2,603,872)	\$0	\$0	\$0	\$

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

This request is needed to fund the expansion at Allen Correctional Center by increasing the total capacity by 602 offenders and 130 positions; along with associated funding. This will result in a total bed capacity for ACC of 1,474 offenders. To fund this expansion, we are also requesting to reduce the Louisiana State Penitentiary bed capacity by 602 offenders and positions by 130; along with associated funding. There will be a zero net effect for the Department of Corrections with this request.

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

There's an immediate need for these positions to start as soon as possible and we would like to begin hiring for the new positons; therefore this request can not be postponed until next fiscal year's budget request.

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

No, this is not an after the fact BA-7 nor have expenditures been made toward the program for this fiscal year.

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

Approval of this request will provide for funding and 130 positions needed to increase the Allen Correctional Center bed capacity by 602 offenders and will reduce funding, 130 positions and the bed capacity by 602 offenders at the Louisiana State Penitentiary.

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

OBJECTIVE:

		PERFORMANCE STANDARD				
PERFORMANCE INDICATOR NAME	CURRENT	ADJUSTMENT	REVISED			
	FY 2021-2022	(+) OR (-)	FY 2021-202			
· · · · · · · · · · · · · · · · · · ·		<u> </u>				

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

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

This BA-7 will not have an impact on performance.

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

Approval of this request will provide for funding and 130 positions needed to increase the Allen Correctional Center bed capacity by 602 offenders and will reduce funding, 130 positions and the bed capacity by 602 offenders at the Louisiana State Penitentiary.

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

Failure to approve this BA-7 will result in the Allen Correctional Center not being able to increase their bed capacity as needed.

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration

	CURRENT	REQUESTED	REVISED	ADJ	USTMENT OUTY	EAR PROJECTI	ONS
MEANS OF FINANCING:	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$20,438,081	(\$271,463)	\$20,166,618	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$20,438,081	(\$271,463)	\$20,166,618	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,759,421	(\$94,942)	\$1,664,479	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$811,983	(\$49,275)	\$762,708	\$0	\$0	\$0	\$0
Travel	\$4,308	\$0	\$4,308	\$0	\$0	\$0	\$0
Operating Services	\$4,818,654	(\$126,152)	\$4,692,502	\$0	\$0	\$0	\$0
	\$125,045	(\$1,094)	\$123,951	\$0	\$0	\$0	\$0
Supplies Professional Services	\$125,045	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services			\$12,918,670	\$0	\$0	\$0	\$0
Interagency Transfers	\$12,918,670	\$0		\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0		\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0			
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$20,438,081	(\$271,463)	\$20,166,618	\$0	\$0	\$0	\$0
POSITIONS							
Classified	27	(6)	21	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	27	(6)	21	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	27	(6)	21	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Fund Account]	φU	<u>40 </u>	90	\$0	401		ψ0
**Statutory Dedications:		03	03	\$0	\$0	\$0	\$0
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0	\$0	\$0	\$0	\$0

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration Fees & Self-State General Interagency Statutory **Federal Funds** MEANS OF FINANCING: TOTAL Generated Fund Transfers Dedications Revenues \$0 \$0 (\$271,463) \$0 (\$271,463) \$0 AMOUNT **EXPENDITURES:** \$0 \$0 (\$94,942) \$0 \$0 Salaries (\$94,942)\$0 \$0 \$0 \$0 \$0 \$0 Other Compensation \$0 \$0 (\$49,275) (\$49,275) \$0 \$0 **Related Benefits** \$0 \$0 \$0 \$0 \$0 Travel \$0 \$0 \$0 \$0 (\$126,152) **Operating Services** (\$126,152) \$0 \$0 \$0 \$0 \$0 (\$1,094) Supplies (\$1,094) \$0 \$0 \$0 \$0 **Professional Services** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Other Charges \$0 \$0 \$0 \$0 \$0 \$0 **Debt Services** \$0 \$0 \$0 \$0 \$0 \$0 Interagency Transfers \$0 \$0 \$0 \$0 \$0 \$0 Acquisitions \$0 \$0 \$0 \$0 \$0 \$0 Major Repairs \$0 \$0 \$0 \$0 \$0 \$0 UNALLOTTED \$0 \$0 (\$271,463) TOTAL EXPENDITURES (\$271,463) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 OVER / (UNDER) POSITIONS 0 0 (6) 0 0 (6) Classified 0 0 0 0 0 Unclassified 0 (6) 0 0 0 (6) 0 TOTAL T.O. POSITIONS 0 0 0 0 0 0 Other Charges Positions 0 0 0 0 0 Non-TO FTE Positions 0 0 0 (6) (6) 0 0 TOTAL POSITIONS

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Incarceration ADJUSTMENT OUTYEAR PROJECTIONS CURRENT REQUESTED REVISED MEANS OF FINANCING: FY 2021-2022 ADJUSTMENT FY 2021-2022 FY 2022-2023 FY 2023-2024 FY 2024-2025 FY 2025-2026 GENERAL FUND BY: (\$2,191,455) \$0 \$0 \$0 \$0 \$133,466,029 \$131,274,574 Direct \$172,500 \$172,500 \$0 \$0 \$0 \$0 \$0 Interagency Transfers \$0 \$0 \$0 \$0 Fees & Self-Generated * \$2,312,895 \$0 \$2,312,895 Statutory Dedications ** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 FEDERAL FUNDS \$0 \$0 \$0 \$0 \$0 (\$2,191,455) \$133,759,969 \$0 \$0 \$0 \$0 TOTAL MOF \$135,951,424 EXPENDITURES: \$74,207,050 (\$1,285,473) \$72,921,577 \$0 \$0 \$0 \$0 Salaries \$0 \$145,695 \$145,695 \$0 \$0 \$0 Other Compensation \$0 \$35,984,345 (\$649,304) \$35,335,041 \$0 \$0 \$0 \$0 **Related Benefits** \$8,349 \$0 \$0 \$0 \$0 \$8.349 \$0 Travel \$893.518 \$0 \$0 \$0 \$0 \$919,769 (\$26,251) **Operating Services** \$0 \$0 \$0 \$0 \$20,472,745 (\$207,093) \$20,265,652 Supplies \$0 \$0 \$0 \$3,857,199 \$3.833.865 \$0 (\$23,334) **Professional Services** \$0 \$0 \$0 \$0 \$0 \$0 Other Charges \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Debt Services** \$0 \$0 \$0 \$0 \$356,272 \$0 \$356,272 Interagency Transfers \$0 \$0 \$0 \$0 \$0 Acquisitions \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Major Repairs \$0 \$0 \$0 UNALLOTTED \$0 \$0 \$0 \$0 (\$2,191,455) \$133,759,969 \$0 TOTAL EXPENDITURES \$135,951,424 \$0 \$0 \$0 POSITIONS 1,369 (124)1,245 0 0 0 0 Classified 0 0 0 Unclassified 15 0 15 0 1.260 0 0 0 0 TOTAL T.O. POSITIONS 1,384 (124) 0 0 0 0 0 0 0 Other Charges Positions 0 0 0 0 6 0 6 Non-TO FTE Positions (124) 1,266 0 0 0 Ø TOTAL POSITIONS 1,390 *Dedicated Fund Accounts: Reg. Fees & Self-generated \$2,312,895 \$0 \$2,312,895 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Fund Account] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Fund Account] Statutory Dedications: \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication]

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME:	Incarceration					
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	(\$2,191,455)	\$0	\$0	\$0	\$0	(\$2,191,455)
EXPENDITURES:						
Salaries	(\$1,285,473)	\$0	\$0	\$0	\$0	(\$1,285,473)
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	(\$649,304)	\$0	\$0	\$0	\$0	(\$649,304)
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	(\$26,251)	\$0	\$0	\$0	\$0	(\$26,251)
Supplies	(\$207,093)	\$0	\$0	\$0	\$0	(\$207,093)
Professional Services	(\$23,334)	\$0	\$0	\$0	\$0	(\$23,334)
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	(\$2,191,455)	\$0	\$0	\$0	\$0	(\$2,191,455)
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	(124)	0	0	0	0	(124)
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	(124)	0	0	0	0	(124)
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	(124)	0	0	0	0	(124)

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

	CURRENT	REQUESTED	REVISED	ADJ	USTMENT OUTY	EAR PROJECTI	ONS
MEANS OF FINANCING:	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$6,167,719	(\$140,954)	\$6,026,765	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$6,167,719	(\$140,954)	\$6,026,765	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$529,842	\$0	\$529,842	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$297,006	\$0	\$297,006	\$0	\$0	\$0	\$0
Travel	\$257,000	\$0	\$257,000	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services				\$0	\$0	\$0	
Supplies	\$0	\$0	\$0				\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$5,340,871	(\$140,954)	\$5,199,917	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$6,167,719	(\$140,954)	\$6,026,765	\$0	\$0	\$0	\$0
POSITIONS							
Classified	13	0	13	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	13	0	13	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Ion-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	13	0	13	0	0	0	0
Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$6,167,719	(\$140,954)	\$6,026,765	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Statutory Dedication] [Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	"\$O	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

2.4

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	(\$140,954)	\$0	\$0	(\$140,954
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	(\$140,954)	\$0	\$0	(\$140,954)
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	(\$140,954)	\$0	\$0	(\$140,954)
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

AGENCY: Headquarters

. . . .

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

GENERAL PURPOSE

This request is needed to fund the expansion at Allen Correctional Center by increasing the total capacity by 602 offenders and 130 positions; atong with associated funding. This will result in a total bed capacity for ACC of 1,474 offenders. To fund this expansion, we are also requesting to reduce the Louisiana State Penitentiary bed capacity by 602 offenders and positions by 130; along with associated funding. There will be a zero net effect for the Department of Corrections with this request.

REVENUES

State General Funds and Self Generated Revenue

EXPENDITURES

PROGRAM	CATEGORY	AMOUNT
Administration	Salaries Related Benefits Operating Services Supplies	(\$94,942) (\$49,275) (\$126,152) (\$1,094) (\$271,463)
Incarceration	Salaries Related Benefits Operating Services Supplies Professional Service	(\$1,285,473) (\$649,304) (\$26,251) (\$207,093) (\$23,334) (\$2,191,455)
Canteen	Other charges	(\$140,954) (\$140,954)
Total		(\$2,603,872)

OTHER

Jodi Babin 342-6054 Thomas C. Bickham, III 342-6739

BA-7 SUPPORT INFORMATION Page _____

DEPARTMENT: DPS&C/Correction	s Services	FOR OPB USE ONLY					
AGENCY: ALLEN CORRECTIONAL	OPB LOG NUMBER AGENDA NU						
SCHEDULE NUMBER: 08-408	136		6				
SUBMISSION DATE: January 21, 2	0.22		Approval and Authority				
	.022						
AGENCY BA-7 NUMBER:			1.00				
HEAD OF BUDGET UNIT: Keith Co	oley						
TITLE: Warden			2				
SIGNATORE (Certifies that the information pro	vided is correct and true t	to the best of		, 115 11.			
MEANS OF FINANCING	CURREN	T	ADJUSTME	INT	REVISED		
	FY 2021-2	022	(+) or (-)		FY 2021-20	22	
GENERAL FUND BY:						1.	
DIRECT	\$15	,610,196	\$2	2,462,918	\$18,0	073,114	
INTERAGENCY TRANSFERS		\$78,032		\$0	5	78,032	
FEES & SELF-GENERATED	\$1	,367,167		\$140,954		508,121	
Regular Fees & Self-generated		\$1,367,167		\$140,954	and the second se	1,508,121	
Subtotal of Fund Accounts from Page 2		\$0		\$140,954		\$0	
STATUTORY DEDICATIONS		\$0	\$0		\$		
[Select Statutory Dedication]		\$0	\$0				
[Select Statutory Dedication]		\$0	\$0		\$		
Subtotal of Dedications from Page 2		\$0		\$0		\$0	
FEDERAL		\$0		\$0		\$0	
TOTAL	\$17	,055,395	\$2,603,872		\$19,659,26		
AUTHORIZED POSITIONS		163		130		293	
AUTHORIZED OTHER CHARGES		0		0			
NON-TO FTE POSITIONS		0	0				
TOTAL POSITIONS		163	130		293		
	DOLLARS	POS	DOLLADO	POS	DOLLADO		
	DULLARS	PU5	DOLLARS	PUS	DOLLARS	POS	
PROGRAM NAME:	£0 440 770	7	t071 400	6	110 000 03	40	
Administration	\$3,110,778		\$271,463		\$3,382,241	13	
ncarceration	\$12,951,274	153	\$2,191,455	124	\$15,142,729	277	
Canteen	\$993,343	3	\$140,954	0	\$1,134,297	3	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0	
TOTAL	\$17,055,395	163	\$2,603,872	130	\$19,659,267	293	

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

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

State General Funds & Self-Generated Revenue

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

TOTAL	\$2,603,872	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$140,954	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
DIRECT	\$2,462,918	\$0	\$0	\$0	\$0
GENERAL FUND BY:		· · · · · · · · · · · · · · · · · · ·			
MEANS OF FINANCING OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026

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

This request is needed to fund the expansion at Allen Correctional Center by increasing the total capacity by 602 offenders and 130 positions; along with associated funding. This will result in a total bed capacity for ALC of 1,474 offenders. To fund this expansion, we are also requesting to reduce the Louisiana State Penitentiary bed capacity by 602 offenders and positions by 130; along with associated funding. There will be a zero net effect for the Department of Corrections with this request.

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

There's an immediate need for these positions to start as soon as possible and we would like to begin hiring for the new positons; therefore this request can not be postponed until next fiscal year's budget request.

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

No, this is not an after the fact BA-7 nor have expenditures been made toward the program for this fiscal year.

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

Approval of this request will provide for funding and 130 positions needed to increase the Allen Correctional Center bed capacity by 602 offenders and will reduce funding, 130 positions and the bed capacity by 602 offenders at the Louisiana State Penitentiary.

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

OBJECTIVE:

	PERFORMANCE STANDARD					
PERFORMANCE INDICATOR NAME	CURRENT FY 2021-2022		REVISED FY 2021-2022			
		· · · · · · · · · · · · · · · · · · ·				
		· · · · · · · · · · · · · · · · · · ·				
		PERFORMANCE INDICATOR NAME CURRENT	PERFORMANCE INDICATOR NAME CURRENT ADJUSTMENT			

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

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

This BA-7 will not have an impact on performance.

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

Approval of this request will provide for funding and 130 positions needed to increase the Allen Correctional Center bed capacity by 602 offenders and will reduce funding, 130 positions and the bed capacity by 602 offenders at the Louisiana State Penitentiary.

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

Failure to approve this BA-7 will result in the Allen Correctional Center not being able to increase their bed capacity as needed.

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED				
MEANS OF FINANCING.	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$3,110,778	\$271,463	\$3,382,241	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0		\$0	\$0
TOTAL MOF	\$3,110,778	\$271,463	\$3,382,241	\$0		\$0	\$0
	00,110,110	\$211,100	¢0,002,271		44		
EXPENDITURES:		001.010	A 100 170			¢0	
Salaries	\$395,528	\$94,942	\$490,470	\$0		\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0		\$0	\$0
Related Benefits	\$220,734	\$49,275	\$270,009	\$0		\$0	\$0
Travel	\$3,205	\$0	\$3,205	\$0	\$0	\$0	\$0
Operating Services	\$1,110,424	\$126,152	\$1,236,576	\$0	\$0	\$0	\$0
Supplies	\$20,366	\$1,094	\$21,460	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,360,521	\$0	\$1,360,521	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$3,110,778	\$271,463	\$3,382,241	\$0	\$0	\$0	\$0
POSITIONS							
Classified	7	6	13	0	0	0	0
Unclassified	0	0	0	0		0	0
TOTAL T.O. POSITIONS	7	6	13			0	0
	0	0	0	0		0	0
Other Charges Positions	0	0	0	0		0	0
Non-TO FTE Positions	7	6	13	0		0	0
TOTAL POSITIONS	/	0	13				0
*Dedicated Fund Accounts:	* 0	¢0.1	£0.	0	\$0	\$0	0.9
Reg. Fees & Self-generated [Select Fund Account]	\$0 \$0	\$0 \$0	\$0 \$0	\$0		\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0		\$0	\$0
**Statutory Dedications:							·····
[Select Statutory Dedication]	\$0	\$0	\$0	\$0		\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0		\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0 \$0	\$0 \$0		\$0 \$0	\$0 \$0
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0	\$0		\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0		\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0		\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0		\$0	\$0

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration Fees & Self-**State General** Statutory Interagency MEANS OF FINANCING: Generated **Federal Funds** TOTAL Fund Transfers Dedications Revenues \$0 \$0 AMOUNT \$271,463 \$0 \$0 \$271,463 EXPENDITURES: \$0 \$0 \$0 \$0 \$94,942 \$94,942 Salaries \$0 Other Compensation \$0 \$0 \$0 \$0 **Related Benefits** \$49,275 \$0 \$0 \$0 \$0 \$49,275 \$0 \$0 \$0 Travel \$0 \$0 \$0 \$0 \$0 **Operating Services** \$126,152 \$0 \$126,152 \$0 \$0 \$0 Supplies \$1,094 \$0 \$1,094 \$0 \$0 **Professional Services** \$0 \$0 \$0 \$0 \$0 Other Charges \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Debt Services** \$0 \$0 \$0 \$0 \$0 Interagency Transfers \$0 \$0 \$0 \$0 \$0 Acquisitions \$0 \$0 \$0 \$0 \$0 **Major Repairs** \$0 \$0 \$0 \$0 \$0 UNALLOTTED TOTAL EXPENDITURES \$0 \$0 \$0 \$271,463 \$271,463 \$0 \$0 \$0 \$0 \$0 \$0 OVER / (UNDER) POSITIONS 6 0 0 0 0 Classified 0 0 0 0 Unclassified 0 0 0 6 0 0 TOTAL T.O. POSITIONS 0 0 0 0 0 Other Charges Positions 0 0 0 0 0 Non-TO FTE Positions TOTAL POSITIONS 6 0 0 0 0

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PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Incarceration

	CURRENT	REQUESTED	REVISED	ISED ADJUSTMENT OUTYEAR PROJECTIONS				ONS
MEANS OF FINANCING:	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-202	-	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:								
Direct	\$12,499,418	\$2,191,455	\$14,690,873		\$0	\$0	\$0	\$0
Interagency Transfers	\$78,032	\$0	\$78,032		\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$373,824	\$0	\$373,824		\$0	\$0	\$0	\$0
Statutory Dedications **	\$0,0,024	\$0	\$0		\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0		\$0	\$0	\$0	\$0
	\$12,951,274	\$2,191,455	\$15,142,729		\$0	\$0	\$0	\$0
TOTAL MOF	\$12,331,274	\$2,191,493	\$15,14£,7£5		40		ψŪ	ψu
EXPENDITURES:								
Salaries	\$7,258,342	\$1,285,473	\$8,543,815		\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Related Benefits	\$3,445,649	\$649,304	\$4,094,953		\$0	\$0	\$0	\$0
Travel	\$15,649	\$0	\$15,649		\$0	\$0	\$0	\$0
Operating Services	\$226,000	\$26,251	\$252,251		\$0	\$0	\$0	\$0
Supplies	\$1,809,834	\$207,093	\$2,016,927	1	\$0	\$0	\$0	\$0
Professional Services	\$154,000	\$23,334	\$177,334		\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Interagency Transfers	\$41,800	\$0	\$41,800		\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0		\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0		\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$12,951,274	\$2,191,455	\$15,142,729		\$0	\$0	\$0	\$0
POSITIONS								
	153	124	277		0	0	0	0
Classified	0	0	0		0	0	0	0
Unclassified					0	0	0	0
TOTAL T.O. POSITIONS	153	124	277					
Other Charges Positions	0	0	0		0	0	0	0
Non-TO FTE Positions	0	0	0		0	0	0	0
TOTAL POSITIONS	153	124	277		0	0	0	0
Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$373,824	\$0	\$373,824		\$0	\$0	\$0	\$0
[Select Fund Account]	\$0 \$0	\$0 \$0	\$0 \$0		\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
[Select Fund Account]	φU		40		φ0 I	40	40	40
*Statutory Dedications:	60	¢0.1	\$0		\$0	\$0	\$0	\$0
[Select Statutory Dedication] [Select Statutory Dedication]	\$0 \$0	\$0 \$0	\$0		\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$(
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$(
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$(
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	\$(\$(
[Select Statutory Dedication]	\$0	\$0	\$0		\$0	\$0	\$0	

Page 7

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME:	Incarceration			<u> </u>	·	
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$2,191,455	\$0	\$0	\$0	\$0	\$2,191,455
EXPENDITURES:						
Salaries	\$1,285,473	\$0	\$0	\$0	\$0	\$1,285,473
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$649,304	\$0	\$0	\$0	\$0	\$649,304
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$26,251	\$0	\$0	\$0	\$0	\$26,251
Supplies	\$207,093	\$0	\$0	\$0	\$0	\$207,093
Professional Services	\$23,334	\$0	\$0	\$0	\$0	\$23,334
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$2,191,455	\$0	\$0	\$0	\$0	\$2,191,455
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	124	0	0	0	0	124
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	124	0	0	0	0	124
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	124	0	0	0	0	124

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: Canteen CURRENT REQUESTED REVISED ADJUSTMENT OUTYEAR PROJECTIONS MEANS OF FINANCING: FY 2021-2022 ADJUSTMENT FY 2021-2022 FY 2022-2023 FY 2023-2024 FY 2024-2025 FY 2025-2026 GENERAL FUND BY: Direct \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Interagency Transfers** \$140,954 \$0 \$0 \$0 Fees & Self-Generated * \$993,343 \$1,134,297 \$0 \$0 \$0 Statutory Dedications ** \$0 \$0 \$0 \$0 \$0 \$0 \$0 FEDERAL FUNDS \$0 \$0 \$0 \$0 \$0 TOTAL MOF \$993.343 \$140,954 \$1,134,297 \$0 \$0 \$0 \$0 EXPENDITURES: Salaries \$117,478 \$0 \$117,478 \$0 \$0 \$0 \$0 Other Compensation \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Related Benefits** \$56,841 \$0 \$56,841 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Travel \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Operating Services** \$0 \$0 \$0 Supplies \$0 \$0 \$0 \$0 \$0 \$0 \$0 Professional Services \$0 \$0 \$0 \$0 Other Charges \$819,024 \$140,954 \$959.978 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Debt Services** \$0 \$0 \$0 \$0 \$0 \$0 Interagency Transfers \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Acquisitions \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Major Repairs** \$0 \$0 \$0 \$0 \$0 \$0 \$0 UNALLOTTED TOTAL EXPENDITURES \$993,343 \$140,954 \$1,134,297 \$0 \$0 \$0 \$0 POSITIONS Classified 3 0 3 0 0 0 0 0 0 0 0 0 Unclassified 0 0 TOTAL T.O. POSITIONS 3 0 3 0 0 0 0 Other Charges Positions 0 0 0 0 0 0 0 0 0 0 0 0 0 Non-TO FTE Positions 0 TOTAL POSITIONS 3 0 3 0 0 0 0 *Dedicated Fund Accounts: \$140,954 \$1,134,297 Reg. Fees & Self-generated \$993,343 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Fund Account] \$0 [Select Fund Account] \$0 \$0 \$0 \$0 \$0 \$0 \$0 *Statutory Dedications: [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME:	Canteen					
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$140,954	\$0	\$0	\$140,954
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$140,954	\$0	\$0	\$140,954
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$140,954	\$0	\$0	\$140,954
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

AGENCY: ALLEN CORRECTIONAL CENTER

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

GENERAL PURPOSE

This request is needed to fund the expansion at Allen Correctional Center by increasing the total capacity by 602 offenders and 130 positions; along with associated funding. This will result in a total bed capacity for ACC of 1,474 offenders. To fund this expansion, we are also requesting to reduce the Louisiana State Penitentiary bed capacity by 602 offenders and positions by 130; along with associated funding. There will be a zero net effect for the Department of Corrections with this request.

REVENUES

State General Funds and Self Generated Revenue

EXPENDITURES

PROGRAM	CATEGORY	AMOUNT
Administration	Salaries	\$94,942
	Related Benefits	\$49,275
	Operating Services	\$126,152
	Supplies	\$1,094
		\$271,463
incarceration	Salaries	\$1,285,473
	Related Benefits	\$649,304
	Operating Services	\$26,251
	Supplies	\$207,093
	Professional Services	\$23,334
		\$2,191,455
Canteen	Other charges	\$140,954
	-	\$140,954

Total

.

\$2,603,872

OTHER

Jodi Babin 342-6054 Thomas C. Bickham, III 342-6739

BA-7 SUPPORT INFORMATION Page

DEPARTMENT: Department of Pu	FOR OPB USE ONLY					
AGENCY: Office of State Fire Man	OPB LOG NUM		AGENDA NUM	BER		
SCHEDULE NUMBER: 08B-422	- 143 7					
SUBMISSION DATE: January 27, 2	2022		Approval and Authority	y:		
AGENCY BA-7 NUMBER: 15-422-0	3					
HEAD OF BUDGET UNIT: H. "Butc	h" Browning					
TITLE: State Fire Marshal						
SIGNATURE (Certifies that the information pro your knowledge):	vided is correct and true to	the best of				
MEANS OF FINANCING CURRENT FY 2021-2022			ADJUSTM (+) or (-	and the second se	REVISED FY 2021-20	
GENERAL FUND BY:						
DIRECT		\$110,000			\$	110,000
INTERAGENCY TRANSFERS		\$651,000	\$	3,658,721	\$4,	309,721
FEES & SELF-GENERATED	\$2	2,500,000			\$2,	500,000
Regular Fees & Self-generated		\$2,500,000			\$	2,500,000
Subtotal of Fund Accounts from Page 2						
STATUTORY DEDICATIONS		\$22,037,041			\$22,	037,041
Subtotal of Dedications from Page 2		22,037,041			\$2	2,037,041
FEDERAL		\$251,315			\$251,31	
TOTAL	\$25	5,549,356	\$3,658,721		\$29,208,07	
AUTHORIZED POSITIONS		163				163
AUTHORIZED OTHER CHARGES					-	
NON-TO FTE POSITIONS		10		23		33
TOTAL POSITIONS		173		23		196
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100-Fire Prevention	\$25,549,356	173	\$3,658,721	23	\$29,208,077	196
Subtotal of programs from Page 2:	\$25,549,356	173	\$3,658,721	23	¢20 200 077	400
IUTAL	\$20,049,000	1/3	\$3,000,721	23	\$29,208,077	196

DEPARTMENT: Department of Public Safety			FOR OPB USE ONLY						
AGENCY: Office of State Fire Ma	rshal		OPB LOG NU	ИBER	AGENDA NUM	3ER			
SCHEDULE NUMBER: 08B-422	<u> </u>	*******							
SUBMISSION DATE: January 27,	2022	***************************************							
AGENCY BA-7 NUMBER: 15-422-0	ADI	DENDUM	TO PAGE 1						
Use this section for additional De The subtotal will automatically be			Statutory Dedicatio	ns, if need	led.				
MEANS OF FINANCING	CURRE FY 2021-2		ADJUSTM (+) or (-		REVISED FY 2021-20				
GENERAL FUND BY:									
FEES & SELF-GENERATED Sex Offender Registry Technology Fund Account [Select Fund Account]				i +					
SUBTOTAL (to Page 1)									
STATUTORY DEDICATIONS			an a		Masiri di ana ang inining pangang pang				
Louislana Manufactured Housing Commission Fund (V20)		\$305,775			er yn yw iadd ynadd ynaf y dda gydd yn yn ym ar yn ar yn				
Louisiana Fire Marshai Fund (P01)		3,706,266							
Two Percent Fire Insurance Fund (I03) Louislana Life Safety and Property Protection Trust Fund (P32) Volunteer Firefighters Tuition		1,750,000 \$725,000							
Reimbursement Fund (P43) Industrialized Building Program Fund (P36)		\$250,000 \$300,000	an a	nai feantiù biant da fait (gB a tagetar prae					
SUBTOTAL (to Page 1)	\$2:	2,037,041				***********			
Use this section for additional Pro The subtotal will automatically be						00000000000000000000000000000000000000			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS			
PROGRAM NAME:									
			991						

SUBTOTAL (to Page 1)

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds? The source of funding for this request is Interagency Transfer from LSU as laid out in the Cooperative Endeavor Agreement ("CEA") (see attached).

The original sources of funding to LSU are the Statutory Dedicated - Firemen Training Fund, Statutory Dedicated 2% Fund, LSU's Plant Fund, and LSU Self-generated Funds.

MEANS OF FINANCING	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
OR EXPENDITURE					
GENERAL FUND BY:					
DIRECT					**************************************
INTERAGENCY TRANSFERS	\$3,658,721				//////////////////////////////////////
FEES & SELF-GENERATED					<u> </u>
STATUTORY DEDICATIONS					
FEDERAL			······································		
TOTAL	\$3,658,721				

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

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

Additional Other Compensation positions are requested through this BA-7. 23 full-time job appointments and 90 part-time WAE positions. Please see attached back up for further detail.

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

House Concurrent Resolution 99 of the 2021 RLS (attached) urged and requested LSU and the Office of State Fire Marshal to work together to transition the FETI program to the Office of State Fire Marshal. This BA-7 is a direct result of HCR 99.

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

As a result of this BA-7, the Office of State Fire Marshal will increase its Other Compensation, Related Benefits, and Other Charges categories to assist the Carrol L. Herring Fire & Emergency Training Institute ("FETI") in providing annual training throughout the State, for industrial fire and safety personnel and other emergency responders with basic fire fighting skills to advanced technical training in rescue and hazardous materials.

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

OBJECTIVE:

н		PERFORMANCE STANDARD						
No.	PERFORMANCE INDICATOR NAME	CURRENT	ADJUSTMENT	REVISED				
<u> </u>		FY 2021-2022	(+) OR (-)	FY 2021-2022				

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

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

As stated in the CEA, the Office of State Fire Marshal agrees to assist LSU in providing annual training throughout the State for industrial fire and safety personnel and other emergency responders with basic fire fighting skills to advanced technical training in rescue and hazardous materials.

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

Not applicable.

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

Failure to approve this BA-7 would negatively impact required municipal and industrial certification and training for firefighters across the State.

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	PROGRAM	LEVEL REQU	EST FOR MID-	EAR BUDGE	TADJUSTME	NT	
PROGRAM 1 NAME:	FIRE PREVEN						
	CURRENT	REQUESTED	REVISED	AD	JUSTMENT OUT	YEAR PROJECT	IONS
MEANS OF FINANCING:	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
GENERAL FUND BY:							
Direct	\$110,000		\$110,000			[
Interagency Transfers	\$651,000	\$3,658,721	\$4,309,721				
Fees & Self-Generated *	\$2,500,000		\$2,500,000				1
Statutory Dedications **	\$22,037,041		\$22,037,041				
FEDERAL FUNDS	\$251,315		\$251,315				
TOTAL MOF	\$25,549,356	\$3,658,721	\$29,208,077				
EXPENDITURES:							
Salaries	\$11,368,523		\$11,368,523			1	
Other Compensation	\$10,528	\$1,081,961	\$1,092,489				
Related Benefits	\$5,871,606	\$249,850	\$6,121,456				
Travel	\$197,000		\$197,000				
Operating Services	\$651,202		\$651,202		1		
Supplies	\$432,417		\$432,417				
Professional Services	\$7,219		\$7,219				
Other Charges	\$3,481,344	\$2,326,910	\$5,808,254		1		
Debt Services					1		
Interagency Transfers	\$3,419,517		\$3,419,517				
Acquisitions	\$110,000		\$110,000		1		
Major Repairs							
UNALLOTTED							
TOTAL EXPENDITURES	\$25,549,356	\$3,658,721	\$29,208,077				
POSITIONS							
Classified	153		153		1		
Unclassified	10		10		1		
TOTAL T.O. POSITIONS	163		163				
Other Charges Positions							
ion-TO FTE Positions	10	23	33				
OTAL POSITIONS	173	23	196				
Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$2,500,000		\$2,500,000				
*Statutory Dedications:							
Louisiana Manufactured Housing Commission Fund	\$305,775		\$305,775				
(V20) Louisiana Fire Marshal Fund							
(P01) Two Percent Fire Insurance	\$18,706,266		\$18,706,266				
Fund (103) Louisiana Life Safety and	\$1,750,000		\$1,750,000				
Property Protection Trust Fund (P32) Volunteer Firefighters Tuition	\$725,000		\$725,000				
Reimbursement Fund (P43) Industrialized Building Program	\$250,000		\$250,000				
Fund (P36)	\$300,000		\$300,000				

	GRAM LEVEL RE		MID-YEAR B	UDGET ADJ	USTMENT	
PROGRAM 1 NAME:	FIRE PREVE	NTION			·	
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT		\$3,658,721				\$3,658,721
EXPENDITURES:						****
Salaries						
Other Compensation		\$1,081,961				\$1,081,961
Related Benefits		\$249,850				\$249,850
Travel						1993 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 -
Operating Services						
Supplies						
Professional Services					1	
Other Charges		\$2,326,910				\$2,326,910
Debt Services						
Interagency Transfers						
Acquisitions				**************************************		
Major Repairs						······································
UNALLOTTED						
TOTAL EXPENDITURES		\$3,658,721				\$3,658,721
OVER / (UNDER)						
POSITIONS						
Classified						
Unclassified						
TOTAL T.O. POSITIONS						
Other Charges Positions						
Non-TO FTE Positions		23				23
TOTAL POSITIONS		23				23

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BA-7 QUESTIONNAIRE

GENERAL PURPOSE

 This BA-7 will increase the Office of State Fire Marshal's program budget to allow for expenditures related to the Cooperative Endeavor Agreement between LSU and the Office of State Fire Marshal for the transfer of the FETI program.

REVENUES

INTERAGENCY TRANSFER INCREASE = \$3,658,721

REVENUE	BEGINNING BUDGET	ADJUSTMENT AMOUNT	REVISED BUDGET
IAT	\$651,000	\$3.658,721	\$4,309,721
	Total Adjustment	\$3,658,721	

EXPENDITURES

9. The funding available for this request was determined in conjunction with LSU. These funds are in-line with the CEA between LSU and the Office of State Fire Marshal. Per the agreement, the Other Compensation, Related Benefits, and Other Charges expenditure categories will be adjusted as a result of this BA-7.

	and the second second	CONTRACT OF A DESCRIPTION OF A DESCRIPTI
5120010 - WAGES	\$1,081,961	IAT
5130010 - RETIREMENT STATE EMPLOYEES	\$128,900	IAT
5130020 - RETIREMENT TEACHERS	\$78,871	IAT
5130055 - FICA (SOCIAL SECURITY)	\$26,394	IAT
5130060 - MEDICARE	\$15,685	IAT
5620066 - OTHER CHARGES TRAVEL IN STATE	\$139,500	IAT
5620063 - OTHER CHARGES OPERATING SERVICES	\$358,300	IAT
5620065 - OTHER CHARGES SUPPLIES	\$890,042	IAT
5620069 - OTHER CHARGES IAT	\$439,068	IAT
5620142 - OTHER CHARGES MAJOR REPAIRS	\$500,000	IAT
 TOTAL	\$3,658,721	

OTHER

12. LTC Jason Starnes Deputy Superintendent, Chief Administrative Officer (225) 925-6032 Jason.Starnes@la.gov

> H Butch Browning State Fire Marshal (225) 925-3647 Butch.Browning@la.gov

Paula Tregre Budget Director (225) 925-1873 Paula.Tregre@la.gov

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AN - MARK		-	And	-			-	STREET CALLS	Resultant Robinson	-	ant-laner	
BUGINESS WANAGEK	0005120010	4220000300	100.00	1	4221052593	UNCL-REG	56,650	28,325	and the second second	201	1,756	411
ASST MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	56,341	28,171	23,111	11,128	1,1 30	408
ASST MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	56.341	28,171	23,111	11,128	-	408
MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	64,309	32,155	26,379	12,701	-	405
ASSOCIATE DIRECTOR	0005120010	4220000300	100.00		4221062593	UNCL-REG	100,000	50,000	41,019	19,750	-	725
COORDINATOR	0005120010	4220000300	100.00		4221062593	UNCL-REG	65,000	32,500	26,663	12,838	-	471
MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	65,611	32,806	26,913	12,958	-	476
INSTRUCTOR	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	49,440	24,720	20,280	9,764	_	358
INSTRUCTOR	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	49,440	24,720	20,280	9,764	-	358
INSTRUCTOR	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	49,822	24,911	20,437	9,840	_	361
SPECIALIST	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	46,350	23,175	19,012	9,154	-	336
INSTRUCTOR	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	50,000	25,000	20,510	9,875	_	363
ASST MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	60,770	30,385	15,903	7,657	_	441
ASST DIRECTOR	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	85,460	42,730	22,364	10,768	-	620
SPECIALIST	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	42,230	21,115	11.051	5,321	_	306
SPECIALIST	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	53,560	26,780	14.016	6,749	-	388
SPECIALIST	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	47,380	23,690	12,399	5,970	_	344
MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	63.860	31,930	16.712	8,045	_	463
MANAGER	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	65,920	32,960	17,251	8,306	-	478
MANAGER	0005120010	4220000300	100,00	1	4221062593	UNCL-REG	56,650	28,325	14,825	7,138	-	411
INSTRUCTOR	0005120010	4229000300	100.00	1	4221062593	UNCL-REG	50,522	25,261	13,221	6,366	-	366
INSTRUCTOR	0005120010	4220000300	100.00	1	4221062593	UNCL-REG	50,058	25,029	13,100	6,307	_	363
INSTRUCTOR	0005120010	4220000300	100.00 Position Count	1 23	4221062593	UNCL-REG	49,543	24,772	12,965	6,243	-	359

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TOTAL OTHER COMP	\$667,631
TOTAL STATE EMPLOY, RETIREMENT	\$126,900
TOTAL TEACHER RETIRMENT	\$78,871
TOTAL OSDI	\$1,756
TOTAL MEDICARE	\$9,680
TOTAL RELATED BENEFITS	\$219,207

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PART-TIME INSTRUCTORS

Job title	Sal Object	Fund	EE Cnt	Cost Center	Pay scale group	Employee FTE	Biweekly Salary	HOURLY	TOTAL HRS * HOURLY RATE	ER OSDI	ER Med
SST INSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4.350	270	6
SST INSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350		6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	7
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	2,100	35	6,090	378	8
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	2,100	35	6,090	378	8
ISTRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	2,100	35	6,090	378	8
SST INSTRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
ISTRUCTOR	0005120010 0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
ISTRUCTOR	0005120010	4220000300 4220000300		4221062593 4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
ISTRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350		6
ISTRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE		1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00 75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25 25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350 4,350	270 270	e
STINSTRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	
STINSTRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	e
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	210	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6
STRUCTOR	0005120010	4220000300		4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	6

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NSTRUCTOR	0005120010		1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300		4221052593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221052593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,800	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75,00	2,100	35	6,090	378	88
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	2,100	35	6,090	378	88
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	2,100	35	8,090	378	88
ASST INSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75,00	1,500	25	4,350	270	63
ASST INSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75,00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75,00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221052593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	-	53
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221082593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75,00	1,500	25	4,350	270	ន៍
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1.500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221052593	UNCL-WAE	75.00	1.500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300	1	4221062593	UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75,00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75.00	1,500	25	4,350	270	63
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75.00	1,600	30	5,220	324	76
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75.00	1,800	30	5,220	324	76 76
NSTRUCTOR	0005120010	4220000300			UNCL-WAE	75,00	1,800	30	5,220	324	75
	0000 (200) (0	Position Count	86		····	12,00	1,000	30	0,220	-227	75

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 TOTAL OTHER COMP
 \$399,330

 TOTAL OSDI
 \$23,706

 TOTAL MEDICARE
 \$5,769

 TOTAL RELATED BENEFITS
 \$29,495

PART-TIME MAINTENANCE

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10000	The second states	Address of the second s	There is a second s	ALC: NO.		TAX BUILDER.	1000		1.000		10.00		100
0422	50630485	MAINTENANCE MAN	0005120010	4220600300	1	4221062593	UNCL-WAE	75.00	1,800	30	3,750	233	54
0422	50530485	MAINTENANCE MAN	0005120010	4220000300	1.	4221062593	UNCL-WAE	75.00	1,800	30	3,750	233	54
0422	50630485	MAINTENANCE MAN	0005120010	4220000300	1	4221062593	UNCL-WAE	75,00	1,800	30	3,750	233	54
				Position Count					1,000	00	0,100	Kulu I	-
				Fuerdont Coogl	- 4								
		TOTAL OTHER COMP	\$15,000	1									

TOTAL OSDI \$932 TDTAL MEDIĆARE <u>\$216</u> TOTAL RELATED BENEFITS \$1,148

TRAVEL	
In-state Travel	\$139,500
OPERATING SERVICES	
Misc Operating Services	\$325,000
Printing Services	\$16,350
113 - Maintenance @ \$150 per person	\$16,950
	\$358,300
SUPPLIES	
Supplies for courses	\$400,000
109 - Office Supplies @ \$23/month	\$15,042
Automotive Supplies and Fuel	\$418,500
113 - Uniforms @ \$500 per person	\$56,500
TOTAL SUPPLIES	\$890,042
IAT	
IAT Misc. IAT	\$349,263
	\$349,263 \$3,150
Misc. IAT	
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone	\$3,150 \$6,540 \$18,312
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month	\$3,150 \$6,540 \$18,312 \$26,160
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month 109 - Docking Station @4.50/Month	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700 \$2,943
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month 109 - Docking Station @4.50/Month	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700 \$2,943
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month 109 - Docking Station @4.50/Month	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700 \$2,943
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month 109 - Docking Station @4.50/Month TOTAL IAT	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700 \$2,943
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month 109 - Docking Station @4.50/Month TOTAL IAT	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700 \$2,943 \$439,068
Misc. IAT 3 - Copier @ \$175/Month 218 - Monitor @ \$5.00 109 - Telephone @ \$28/month per phone 109 - Laptop @ \$40/Month 109 - Tablet @ \$50/Month 109 - Docking Station @4.50/Month TOTAL IAT	\$3,150 \$6,540 \$18,312 \$26,160 \$32,700 \$2,943 \$439,068

ENROLLED

2021 Regular Session

HOUSE CONCURRENT RESOLUTION NO. 99

BY REPRESENTATIVE FONTENOT

A CONCURRENT RESOLUTION

To urge and request Louisiana State University and the office of state fire marshal to work together to enter into the necessary agreements to enhance the training of firefighters to reduce the number of fatalities in the state of Louisiana, reduce the costs of fire prevention and fire suppression, and reduce the costs associated with property damage caused by fire or explosion.

WHEREAS, the hazards of fire explosion and panic arising from the threat of fire and explosion will continue to impact the lives of Louisiana citizens, with seventy-seven lives being lost in 2020 and property damage and fire suppression costs estimated to be in the tens of millions; and

WHEREAS, it is imperative that the government agencies and associations, entrusted with the protection of lives and property from fire and explosion or the threat thereof, and the training of our career and volunteer emergency service personnel, related to fire prevention, fire suppression, and arson and fire investigation, come together to develop strategies for providing enhanced and advanced training and training programs; and

WHEREAS, R.S. 40:1541 officially designates Louisiana State University as the official agency of the state to conduct training for municipal and industrial firefighters; and

WHEREAS, R.S. 40:1541 creates the Louisiana Fire and Emergency Training Commission, composed mainly of members of the fire service, to provide advice, guidance, and recommendations to Louisiana State University related to matters, including but not limited to aspects of the conduct of fire and emergency training and training programs, prioritization of training, personnel; and

WHEREAS, R.S. 40:1563 et seq. mandates the state fire marshal take all steps necessary and proper to protect life and property from the hazards of fire and of panic which

ENROLLED

may arise from fire, the threat of fire, or explosion to include fire prevention, arson and fire investigation, and emergency response; and

WHEREAS, the office of state fire marshal conducts internal and external training related to fire prevention, life safety inspection, and arson and fire investigation; and

WHEREAS, modern day business practices, as well as accountability, both with funds and personnel, are paramount, and the collaborative sharing of resources bring about improved public safety; and

WHEREAS, it is believed that both Louisiana State University and the office of state fire marshal are both fully committed to creating and improving firefighter and emergency training in the state of Louisiana; and

WHEREAS, it is believed that these collaborative efforts between Louisiana State University and the office of state fire marshal should ultimately result in the statutory obligation for firefighter and emergency training being transferred from Louisiana State University to the office of state fire marshal.

THEREFORE, BE IT RESOLVED that the Legislature of Louisiana does hereby urge and request that Louisiana State University and the office of state fire marshal, working together, enter into the necessary agreements to enhance the training of firefighters to reduce the number of fatalities in the state of Louisiana, reduce the costs of fire prevention and fire suppression, and reduce the costs associated with property damage caused by fire or explosion.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the chairman of the Louisiana Fire and Emergency Training Commission and the state fire marshal.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

DEPARTMENT: Environmental Qua	lity		FOR OPB USE ONLY						
AGENCY: Office of Environmental	Quality		OPB LOG NUM	BER		AGENDA NUMBER			
SCHEDULE NUMBER: 13-856			137R	R	8				
SUBMISSION DATE: 2/10/2022	antonianda ta antoni pera dana at-anta		Approval and Authority:						
AGENCY BA-7 NUMBER: 856-FY22-	02	en anten el la construction de la constance a de la constance de la constance de la constance de la constance d							
HEAD OF BUDGET UNIT: Karyn An									
TITLE: Undersecretary									
SIGNATURE (Certifies that the information provi your knowledge):	ded is correct and true to t	the best of							
MEANS OF FINANCING	CURREN	T	ADJUSTME	NT	REVISED				
	FY 2021-2	022	(+) or (-)		FY 2021-20	22			
GENERAL FUND BY:									
DIRECT	\$3	8,529,624		\$0	\$3,	529,624			
INTERAGENCY TRANSFERS	\$3	3,314,669		\$0	\$3,314,66				
FEES & SELF-GENERATED	\$79	,308,852		\$0	\$79,308,85				
Regular Fees & Self-generated		\$24,790		\$0	\$24,75				
Subtotal of Fund Accounts from Page 2	5	\$79,284,062		\$0	\$79,284,0				
STATUTORY DEDICATIONS	\$39	9,382,781	\$2	2,100,000	\$41,482				
Hazardous Waste Site Cleanup Fund (Q01)		\$7,305,696	*	\$0	\$	7,305,696			
Clean Water State Revolving Fund (Q03)		\$3,000,626		\$0	\$3,000				
Subtotal of Dedications from Page 2	5	\$29,076,459		\$2,100,000	\$31,176,4				
FEDERAL	\$19	9,234,301		\$0	\$19,:	234,301			
TOTAL	\$144	1,770,227	\$2	2,100,000	\$146,	B70,227			
AUTHORIZED POSITIONS		707		0		707			
AUTHORIZED OTHER CHARGES		0		0		0			
NON-TO FTE POSITIONS		0		0		0			
TOTAL POSITIONS		707		0		707			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS			
PROGRAM NAME:									
Office of the Secretary	\$8,074,890	70	\$0	0	\$8,074,890	70			
Office of Environmental Compliance	\$24,109,305	235	\$0	0	\$24,109,305	235			
Office of Environmental Services	\$16,361,616	160	\$0	0	\$16,361,616	160			
Office of Management & Finance	\$54,753,372	54	\$2,100,000	0	\$56,853,372	54			
Office of Environmental Assessment	\$41,471,044	188	\$0	0	\$41,471,044	188			
	\$0	0	\$0	0	\$0	0			
	\$0	0	\$0	0	\$0	0			
	\$0	0	\$0	0	\$0	0			
	\$0 0		\$0	0	\$0	0			
	\$0	0	\$0	0	\$0	0			
Subtotal of programs from Page 2:	\$0 0		\$0 0		\$0	0			
TOTAL	\$144,770,227	707	\$2,100,000	0	\$146,870,227	707			

DEPARTMENT: Environmental Qu	uality		1	FOR OPB USE ONLY				
AGENCY: Office of Environmenta	I Quality		OPB LOG NUN	MBER	AGENDA NUMBER			
SCHEDULE NUMBER: 13-856								
SUBMISSION DATE: 2/10/2022								
AGENCY BA-7 NUMBER: 856-FY2	7-02		ADE	DENDUM	TO PAGE 1			
Use this section for additional Dec			Statutory Dedicatio	ns, if need	ed.			
The subtotal will automatically be	CURRE		ADJUSTM		DEVICED			
MEANS OF FINANCING					REVISED			
	FY 2021-2	2022	(+) or (-		FY 2021-20	22		
GENERAL FUND BY:								
FEES & SELF-GENERATED								
Environmental Trust Fund Account	\$7	9,284,062	\$0		\$79,	284,062		
[Select Fund Account]		\$ 0		\$0		\$0		
SUBTOTAL (to Page 1)	\$7	9,284,062		\$0	\$79,	284,062		
STATUTORY DEDICATIONS				• = u .u				
Motor Fuels Underground Tank (Q05)	\$1	5,649,485	\$	\$2,100,000		749,485		
Waste Tire Management Fund (Q06)		\$13,000,000		\$0	\$13,000,000			
Lead Hazard Reduction Fund (Q07)	,	\$150,000		\$0		150,000		
Brownfields Cleanup Revolving Loan Fund (Q12)				\$0	\$50,00			
Oil Spill Contingency Fund (V01)	······································	\$226,974		\$0	\$226,974			
[Select Statutory Dedication]		\$0		\$0	\$			
SUBTOTAL (to Page 1)	\$29	3,076,459	\$	2,100,000	\$31,176,4			
Use this section for additional Pro	gram Names, if r	ieeded.						
The subtotal will automatically be	transferred to Pa	ige 1.						
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS		
PROGRAM NAME:								
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	Ø		
	\$0	0	\$0	0	\$0	Ũ		
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	Ŭ 0		
	\$0 [°]	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
	\$0	0	\$0	0	\$0	0		
AIIIN-7-A-1					ΨΨ			

\$0

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\$0

0

SUBTOTAL (to Page 1)

\$0

0

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds? Motor Fuels Underground Tank (Q05) - \$2,100,000

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

TOTAL	\$2,100,000	\$0	\$0	\$0	\$(
FEDERAL	\$0	\$0	\$0	\$0	\$
STATUTORY DEDICATIONS	\$2,100,000	\$0	\$0	\$0	\$
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	
DIRECT	\$0	\$0	\$0	\$0	\$
GENERAL FUND BY:					
OR EXPENDITURE	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
MEANS OF FINANCING					

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

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

The purpose of this BA-7 is to add \$2.1 million to the MFTF appropriation to cover the cost of the program's increased reimbursement expenditures due to various factors explained in detail on the questionnaire.

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7. If the BA-7 is not approved at this time, DEQ will be unable to meet its obligations to reimburse Response Action Contractors for work performed on leaking underground stoage tank sites. DEQ estimates we could exhaust all currrent budget authority as early as March.

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

OBJECTIVE:

Ē		PERFORMANCE STANDARD					
LEVI	PERFORMANCE INDICATOR NAME	CURRENT	ADJUSTMENT	REVISED			
		FY 2021-2022	(+) OR (-)	FY 2021-2022			
	······································						
		······					
		······································		······································			

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

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?) This does not apply.

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

This does not apply

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

This does not apply.

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 4 NAME: Office of Management & Finance

MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED		AD.	USTMENT OUT	EAR PROJECTI	ONS	
	FY 2021-2022	ADJUSTMENT	FY 2021-2022	FY 2022	2-2023	FY 2023-2024	FY 2024-2026	FY 2025-2025	
GENERAL FUND BY:				2000 C		Y			
Direct	\$3,011,000	\$0	\$3,011,000		\$0	\$0	\$0	\$0	
Interagency Transfers	\$0	\$0	\$0	Nickey.	\$0	\$0	\$0	\$0	
Fees & Self-Generated *	\$18,808,695	\$0	\$18,808,695		\$0	\$0	\$0	\$0	
Statutory Dedications **	\$29,757,619	\$2,100,000	\$31,857,619		\$0	\$0	\$0	\$0	
FEDERAL FUNDS	\$3,176,058	\$0	\$3,176,058	100	\$0	\$0	\$0	\$0	
TOTAL MOF	\$54,753,372	\$2,100,000	\$56,853,372		\$0	\$0	\$0	\$0	
EXPENDITURES:			·						
Saláries	\$3,466,749	\$0	\$3,466,749		\$0	\$0	\$0	\$0	
Other Compensation	\$211,043	\$0	\$211,043	2019W	\$0	\$0	\$0	\$0	
Related Benefits	\$5,613,785	\$0	\$5,613,785		\$0	\$0	\$Ó	\$0	
Travel	\$14,500	\$0	\$14,500	and a second	\$0	\$0	\$0	\$0	
Operating Services	\$469,030	\$0	\$469,030	e la compañía de la c	\$0	\$0	\$0	\$0	
Supplies	\$114,900	\$0	\$114,900		\$0	\$D	\$0	\$0	
Professional Services	\$3,309,734	\$0	\$3,309,734		\$0	\$0	\$0	\$0	
Other Charges	\$28,898,002	\$2,100,000	\$30,998,002		\$0	\$0	\$0	\$0	
Debt Services	\$0	\$ 0	\$0		\$0	\$0	\$Ò	\$0	
Interagency Transfers	\$12,655,629	\$0	\$12,655,629		\$0	\$0	\$0	\$0	
Acquisitions	\$0	\$0	\$0	2	\$0	\$0	\$0	\$D	
Major Repairs	\$0	\$0	\$0	2	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	6 1 1 1 1 1	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$54,753,372	\$2,100,000	\$56,853,372	A andre ander an A	\$0	\$ 0	\$0	\$0	
POSITIONS									
Classified	54	c	54		0	Ø	0	0	
Unclassified	0	D	0		0	0	0	0	
TOTAL T.O. POSITIONS	54	0	54	2 	0	0	0	0	
Other Charges Positions	0	0	0	Í	0	0	0	0	
Von-TO FTE Positions	0	0	0		0	0	0	0	
TOTAL POSITIONS	54	ō	54		0	0	0	0	
Dedicated Fund Accounts:				š		ĭ	<u> </u>	0	
Reg. Fees & Self-generated	\$5,000	\$0	\$5,000	2 2	\$0	\$0	\$0	\$0	
Environmental Trust Fund Account	\$18,803,695	\$0	\$18,803,695			φ0 \$0	\$0 \$0	<u>\$0</u> \$0	
[Select Fund Account]	\$0	\$0	\$0		\$0	\$0 \$0	\$0 \$0	\$0 \$0	
*Statutory Dedications:	- -			2 2	**	ψυ	φ 0]	ψų	
Hazardous Wesle Site Cleanup	\$1,390,000	\$ 0	\$1,390,000						
Fund (Q01) Clean Water State Revolving	\$422,126				\$0	\$0	\$0	\$0	
Fund (Q03) Motor Fuels Underground Tank		\$0	\$422,126		\$0	\$0	\$D	\$0	
(Q05) Waste Tire Management Fund	\$15,649,485	\$2,100,000	\$17,749,485		\$0	\$0	\$0	\$0	
(Q06) Lead Hazard Reduction Fund	\$12,241,008	\$0	\$12,241,008		\$0	\$0	\$0	\$0	
(Q07) Brownfields Cleanup Revolving	\$55,000	\$0	\$55,000		\$0	\$0	\$0	\$0	
Loan Fund (Q12)	<u>60</u>	\$0	\$0		\$0	\$0	\$0	\$0	
Oil Spill Contingency Fund (V01)	\$0	\$0	\$0		\$0	\$ 0	\$0	\$0	
(Select Statutory Dedication)	\$0	\$0	\$0	L	\$0	\$0	\$0	\$0	

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 4 NAME:

Office of Management & Finance

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$2,100,000	\$0	\$2,100,000
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$2,100,000	\$0	\$2,100,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	ş0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$2,100,000	\$0	\$2,100,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	D	0	0	0.
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	- 0.	0
TOTAL POSITIONS	0	0	0	0	0	0

BA-7 QUESTIONNAIRE

13-856 Office of Environmental Quality BA-7 856-FY22-02

GENERAL PURPOSE

The purpose of this BA-7 is to add \$2.1 million to the MFTF appropriation to cover the program's increased reimbursement expenditures.

The MFTF was established as a means for helping underground storage tank (UST) owners, operators, or responsible parties meet the financial responsibility requirements outlined by the Environmental Protection Agency. The MFTF is designed to reimburse costs incurred during the rehabilitation and remediation of affected soils, groundwater, and surface waters at motor fuel contaminated underground storage tank (UST) sites.

The average MFTF reimbursement application has increased in FY 22 to \$21,754/application compared to the previous 5-year average reimbursed amount of \$14,430/application (approximately a 50% increase). The costs increases are primarily attributable to the following factors:

- Consultants are informing DEQ of cost increases for various items including PVC piping, steel disposal drums, transportation, disposal, and other day-to-day operational items.
- While most of the MFTF expenditures are based upon previously determined unit rates, the cost of treatment systems and system installations are determined by selection of the low bidder. DEQ has noted an increase in the bid amounts for comparable items over the last year, which has contributed to the increase.
- The Response Action Contractor (RAC) community approached DEQ about a significant increase in the cost of waste stored, transported, and disposed in steel drums. Upon a review of the actual costs for these activities, DEQ allowed a temporary 50% surcharge above the existing unit rate.
- DEQ has recently begun utilizing High Resolution Site Characterization technology to better define the
 extent of the contamination plumes. This increases the cost of the investigation phase, however it is
 DEQ's intent that a better definition of the contamination plume will allow the consultants and DEQ to
 expedite the remediation of these sites resulting in a reduction of overall costs and remediation times.
- DEQ is actively working to increase the number of contaminated sites in the remediation phase. The costs during the remediation phase are significantly higher. The overall MFTF expenditures will increase, as DEQ moves more sites into this phase of the cleanup process.

REVENUES

Motor Fuel Trust Fund (Q05) - \$2,100,000

EXPENDITURES

Other Charges - \$2,100,000

OTHER

Karyn Andrews, Undersecretary, (225) 219-3845, <u>karyn andrews@la.gov</u> Theresa Delafosse, Accountant Administrator, (225) 219-3865, <u>theresa.delafosse@la.gov</u>

DEPARTMENT: State Treasury	DEPARTMENT: State Treasury				FOR OPB USE ONLY					
AGENCY: Miscellaneous State Ai	d		OPB LOG NUN		AGENDA NUMI	AGENDA NUMBER				
SCHEDULE NUMBER: 20-945			139		9					
SUBMISSION DATE: 1/27/221			Approval and Authority							
AGENCY BA-7 NUMBER: 22-04										
HEAD OF BUDGET UNIT: Nancy P	PRIMe work to an									
TITLE: First Assistant State Treas										
SIGNATURE (Certifies that the information pro your knowledge):	wided is correct and true to	the best of								
MEANS OF FINANCING	CURREI		ADJUSTMI		REVISED					
	FY 2021-2	.022	(+) or (-)	FY 2021-20	22				
GENERAL FUND BY:										
DIRECT	\$72	\$72,730,037		\$72,	730,037					
INTERAGENCY TRANSFERS		\$0		\$0		\$0				
FEES & SELF-GENERATED	\$0			\$0		\$0				
Regular Fees & Self-generated	\$0			\$0		φ0 \$(
Subtotal of Fund Accounts from Page 2	\$0			\$0		\$(
STATUTORY DEDICATIONS	\$75,281,319		\$357,197		\$75,638,5					
[Select Statutory Dedication]	\$0		\$0							
Subtotal of Dedications from Page 2	\$14,786,730			\$357,197 \$1		5,143,92				
Subtotal of Dedications from Page 3	g	60,494,589	\$0		\$6	0,494,589				
FEDERAL				\$0		\$0				
TOTAL	\$148	,011,356		\$357,197	\$148,	368,553				
AUTHORIZED POSITIONS		0		0		0				
AUTHORIZED OTHER CHARGES		0		0		0				
NON-TO FTE POSITIONS		0		0		0				
TOTAL POSITIONS		0		0		0				
				-						
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS				
PROGRAM NAME:										
Miscellaneous State Aid	\$148,011,356	0	\$357,197	0	\$148,368,553	0				
	\$0	0	\$0	0	\$0	0				
	\$0									
		0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
	\$0	0	\$0	0	\$0	0				
Subtotal of programs from Page 2:	\$0	0	\$0	0						
					\$0	0				
TOTAL	\$148,011,356	0	\$357,197	0	\$148,368,553	0				

DEPARTMENT: State Treasury	FOR OPB USE ONLY
AGENCY: Miscellaneous State Aid	OPB LOG NUMBER AGENDA NUMBER
SCHEDULE NUMBER: 20-945	
SUBMISSION DATE: 1/27/221	ADDENDUM TO PAGE 1
AGENCY BA-7 NUMBER: 22-04	ADDENDUM TO PAGE 1

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

MEANS OF FINANCING	CURRENT FY 2021-2022	ADJUSTMENT (+) or (-)	REVISED FY 2021-2022
GENERAL FUND BY:			
FEES & SELF-GENERATED	· · · · · · · · · · · · · · · · · · ·		en e
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS	i minin main ann an tha an		
St. Landry Parish Excellence Fund (E29)	\$357,229	\$0	\$357,229
Calcasieu Parish Fund (E30)	\$939,651	\$0	\$939,651
Tobacco Tax Health Care Fund (E32)	\$11,190,899		\$11,190,899
Bossier Parish Truency Program Fund (E33)	\$311,452		\$311,452
Beautification and Improvement of the New Orleans City Park Fund (G13)	\$1,192,499		\$1,192,499
Greater New Orleans Sports Foundation (G14)	\$795,000	\$357,197	\$1,152,197
SUBTOTAL (to Page 1)	\$14,786,730	\$357,197	\$15,143,927

Use this section for additional Program Names, if needed. The subtotal will automatically be transferred to Page 1. PROGRAM EXPENDITURES DOLLARS POS DOLLARS POS DOLLARS POS PROGRAM NAME: 50 \$0 0 0 \$Ö Û \$0 0 \$0 0 \$0 0 \$0 0 \$0 Ű-\$0 0 \$0 Ø \$0 0 \$0 0 \$0 0 \$0 0 Ø \$0 \$0 0 \$0 0 0 \$Û \$0 0 \$0 0 0 \$0 \$0 0 \$0 0 \$0 0 \$0 Ũ \$0 0 \$0 0 **\$**0 Ø 0 \$0 0 \$0 SUBTOTAL (to Page 1) \$0 0 \$0 Q Ũ \$0

DEPARTMENT: State Treasury	FOR OPB USE ONLY
AGENCY: Miscellaneous State Aid	OPB LOG NUMBER AGENDA NUMBER
SCHEDULE NUMBER: 20-945	
SUBMISSION DATE: 1/27/221	
AGENCY BA-7 NUMBER: 22-04	ADDENDUM TO PAGE 1

Use this section for additional Statutory Dedications, if needed.

The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2021-2022	ADJUSTMENT (+) or (-)	REVISED FY 2021-20220
GENERAL FUND BY:			
STATUTORY DEDICATIONS			
G15 Algiers Economic Dev Foundation Fd	100,000		100,000
Beautification Project for New Orleans G17 Neighborhoods Fund	100,000	\$0	100,000
G18 Friends of NORD	100,000		100,000
G21 Gentilly Development District	100,000	\$0	100,000
RVA Sports Facility Assistance Fund	100,000	\$0	100,000
S06 Rehabiliation for the Blind and Visually Impaired	2,115,920		2,115,920
STF Fiscal Administrator Revolving Loan Fund	455,646	\$0	455,646
STN Louislana Main Street Recovery Fund	14,500,000	\$0	14,500,000
STP Louisiana Nonprofit Assistance Fund	10,000,000	0	10,000,000
HWH Regional Maintenance and Improvement Fund	2,923,023	\$0	2,923,023
STO Southwest La Hurrican Recovery Fund	30,000,000	0	30,000,000
PAGE 2 SUBTOTAL (to Page	1) \$60,494,589	\$0	60,494,589

And the second second second

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds? This BA-7 is to request an increase in the budget from the Greater New Orleans Sports Foundation Fund in the amount of \$357,197. This will increase the total budget to \$1,152,197. The funds will be disbursed to the Greater New Orleans Sports Foundation. The cash balance in the fund at the end of FY 21 was \$152,197. This cash balance has been carried forward into FY 22 and is available for expenditure. The Revenue Estimating Conference estimates approximately \$1,000,000 in revenue will be deposited into the fund in FY 22. This estimated revenue will be added to the beginning cash balance of \$152,197 and available for expenditure in FY 22.

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

MEANS OF FINANCING	EV 2021-2022	EV 2022 2022	FY 2023-2024	EV 2024 2025	
OR EXPENDITURE	F1 202 *2022	FT 2022~2023	FT 2023-2024	FT 2024-2025	FY 2025-2025
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$357,197	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$357,197	\$0	\$0	\$0	\$0

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

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

The funds are for FY 22 expenses of the Greater New Orleans Sports Foundation.

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

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

There are no programmatic impacts.

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

OBJECTIVE:

	PERFORMANCE STANDARD				
PERFORMANCE INDICATOR NAME	CURRENT FY 2021-2022	ADJUSTMENT (+) OR (-)	REVISED FY 2021-2022		
	PERFORMANCE INDICATOR NAME	PERFORMANCE INDICATOR NAME CURRENT	PERFORMANCE INDICATOR NAME CURRENT ADJUSTMENT		

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

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

There are no performance impacts.

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

There are no performance impacts.

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

There are no performance impacts.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Miscellaneous State Aid

CURRENT REQUESTED REVISED ADJUSTMENT OUTYEAR PROJECTIONS MEANS OF FINANCING: FY 2021-2022 ADJUSTMENT FY 2021-2022 FY 2022-2023 FY 2023-2024 FY 2024-2025 FY 2025-2026 GENERAL FUND BY: Direct \$72,730,037 \$72,730,037 \$0 \$0 \$0 \$0 Interagency Transfers \$0 \$0 \$0 \$0 \$0 \$0 \$0 Fees & Self-Generated * \$0 \$0 \$0 \$0 \$0 \$0 \$0 Statutory Dedications ** \$75,281,319 \$357,197 \$75,638,516 \$0 \$0 \$0 \$0 FEDERAL FUNDS \$0 \$0 \$0 \$0 \$0 \$0 \$0 TOTAL MOF \$148,011,356 \$357,197 \$148,368,553 \$0 \$0 \$0 \$0 EXPENDITURES: Salaries \$0 \$0 \$0 \$0 \$0 \$0 \$0 Other Compensation \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Related Benefits** \$0 \$0 \$0 \$0 \$0 \$0 \$0 Travel \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Operating Services** \$0 \$0 \$0 \$0 \$0 \$0 \$0 Supplies \$0 \$0 \$0 \$0 \$0 \$0 \$0 Professional Services \$0 \$0 \$0 \$0 \$0 \$0 \$0 Other Charges \$148,011,356 \$357,197 \$148,368,553 \$0 \$0 \$0 \$0 **Debt Services** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Interagency Transfers \$0 \$0 \$0 \$0 \$0 \$0 Acquisitions \$0 \$0 \$0 \$0 \$0 \$0 \$0 Major Repairs \$0 \$0 \$0 \$0 \$0 \$0 \$0 UNALLOTTED \$0 \$0 \$0 \$0 \$0 \$0 \$0 TOTAL EXPENDITURES \$148,011,356 \$357,197 \$148,368,553 \$0 \$0 \$0 \$0 POSITIONS Classified 0 0 0 0 0 0 0 Unclassified 0 0 0 0 0 0 0 TOTAL T.O. POSITIONS 0 0 0 0 0 0 0 Other Charges Positions 0 0 0 0 0 0 0 Non-TO FTE Positions 0 0 0 0 0 0 0 TOTAL POSITIONS 0 0 0 0 0 0 0 *Dedicated Fund Accounts: Reg. Fees & Self-generated \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Fund Account] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Fund Account] \$0 \$0 \$0 \$0 \$0 \$0 \$0 *Statutory Dedications: [Select Statutory Dedication] \$14,786,730 \$357,197 \$15,143,927 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$60,494,589 \$0 \$60,494,589 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 [Select Statutory Dedication] \$0 \$0 \$0 \$0 \$0 \$0 \$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME:

Miscellaneous State Aid

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self- Generated Revenues	Statutory Dedications	Federal Funds	TOTAL	
AMOUNT	\$0	\$0	\$0	\$357,197	\$0	\$357,197	
				The second s		an a	
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	
Travel	\$0	\$0	\$0	\$0	\$0	\$0	
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	
Other Charges	\$0	\$0	\$0	\$357,197	\$0	\$357,197	
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$357,197	\$0	\$357,197	
					n an		
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0	
		in and showed to see a set of a set of the s					
POSITIONS							
Classified	0	0	0	0	0	0	
Unclassified	0	0	0	0	0	0	
TOTAL T.O. POSITIONS	0	0	0	0	0	0	
Other Charges Positions	0	0	0	0	0	0	
Non-TO FTE Positions	0	0	0	0	0	0	
TOTAL POSITIONS	0	0	0	0	0	0	

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

1. I.E.-This BA-7 is to avoid deficit expenditures in the Administration Program. This BA-7 is to budget a Supplemental Appropriation. This BA-7 is to budget receipt of a federal grant. This BA-7 budgets funding approved at March I.E.B. meeting.

REVENUES

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

2. If STATE GENERAL FUND

Provide details

3. If IAT

- List sending agency
- Attach signed IAT agreement or signed letter that sending agency concurs with the need for this BA-7
- Provide original Source of Funding (Where did the sending agency get the funds?)

4. If Self-Generated Revenues

- Explain how funds are generated
- Provide original fund balance and revised fund balance
- Provide amount of original fund balance that was originally budgeted
- Provide amount of revised fund balance that will be budgeted if this BA-7 is approved

5. If Statutory Dedications

- Provide creating authority (Louisiana Revised Statutes and/or Administrative Code citations)
- Current fund balance
- Current year anticipated revenue

6. If Interim Emergency Board Appropriations

• Attach I.E.B. notification approval (will serve as BA-7 justification)

7. If Federal Funds

- Provide a copy of the grant award from the Federal Agency
- Explain matching requirements associated with the proposed source of funding (be specific)

8. All Grants:

- Explain the purpose of the grant
- Provide a copy of the grant application and notification of grant award
- Provide spending plan for each year of multi-year grants

EXPENDITURES

- 9. Provide detailed expenditure information including how the amount requested was calculated.
- 10. If funds are being transferred, pleased explain how excess funds became available.
- 11. Provide object details as part of explanation.

OTHER

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

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

This BA-7 is to request an increase in the budget from the Greater New Orleans Sports Foundation Fund in the amount of \$357,197. This will increase the total budget to \$1,152,197.

REVENUES

The cash balance in the fund at the end of FY 21 was \$152,197. This cash balance has been carried forward into FY 22 and is available for expenditure. The Revenue Estimating Conference estimates approximately \$1,000,000 in revenue will be deposited into the fund in FY 22. This estimated revenue will be added to the beginning cash balance of \$1,152,197 and available for expenditure in FY 22.

EXPENDITURES

The funds will be disbursed to the Greater New Orleans Sports Foundation and used for expenses of the program in FY 22.

OTHER

Further information can be provided by Laura Lapeze, Chief Financial Officer, who can be reached at 342-0051 or <u>llapeze@treasury.state.la.us</u>.

BA-7 SUPPORT INFORMATION
Page _____

DIVISION OF ADMINISTRATION Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

Briefing Book

FOR

February 2022

TABLE OF CONTENTS JOINT LEGISLATIVE COMMITTEE ON THE BUDGET February 2022

Supplemental Funds Request Replace Office Building-Rockefeller Wildlife Refuge Department of Wildlife and Fisheries Grand Chenier, Louisiana Project No: 16-513-17-01; WBS F.16000149

Establish Budget Authority – Federal Funds Louisiana Military Department Collective Training/Unaccompanied Housing Planning and Construction, Camp Minden Minden, Louisiana Project No: LA22-A-026

Reporting of Change Orders over \$50,000 and Under \$100,000

1) Renovate Old Engineering Shops for Art Department Louisiana State University Baton Rouge, Louisiana Project Nos: 19-601-11-04, Part 01; WBS F.19001063 19-601-11-04, Part 02; WBS F.19001064 19-601-11-04, Part 03; WBS F.19001065 01-107-06B-11, Part TB; WBS F.010011808 (Supplement) 19-600-16-01; WBS F.19002346 (Supplement)

2) Replacement of Fume Hoods Science Laboratory Classroom Louisiana State University – Eunice Eunice, Louisiana Project Nos: 01-107-06B-11, Part V7; WBS F.01001864 19-600-16-01; WBS F.19002287

3) Security System Replacement Pennington Biomedical Research Center Baton Rouge, Louisiana Project No: 19-600-16-01; WBS F.19002228 2

3

Office of the Commissioner

State of Louisiana Division of Administration

John Bel Edwards Governor



JAY DARDENNE Commissioner of Administration

January 28, 2022

The Honorable Jerome Zeringue, Chairman Joint Legislative Committee on the Budget P. O. Box 44294 Capitol Station Baton Rouge, LA 70804

RE: Supplemental Funds Request Replace Office Building-Rockefeller Wildlife Refuge Department of Wildlife and Fisheries Grand Chenier, Louisiana Project No: 16-513-17-01; WBS F.16000149

Dear Chairman Zeringue:

Act 4 of 2017 and Act 29 of 2018 appropriated \$6,694,400, and the Joint Legislative Committee on the Budget approved supplemental funding in the amount of \$1,500,000 at its December 2020 meeting, to fund a new Office Building for Rockefeller Wildlife Refuge in Grand Chenier, Louisiana.

Bids were received on January 18, 2022 and the low bid exceeds funds available. In order to award the construction contract, the Department of Wildlife and Fisheries wishes to supplement the project with additional funds. An additional \$2,700,000 is required to cover the construction contract award and maintain sufficient project contingencies.

Facility Planning and Control is requesting authorization to accept additional funding in the amount of \$2,700,000 from the Department of Wildlife and Fisheries Rockefeller Refuge and Game Preserve Fund, RK-1.

Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Jason D. Sooter Director Recommended for Approval:

Mark A. Moses Assistant Commissioner

1114 Approved:

Jay Dardenne Commissioner of Administration

Mr. Stephen Losavio, FPC
Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Ms. Ternisa Hutchinson, OPB
Mr. Samuel Roubique, OPB
Mr. Paul Fernandez, OPB
Ms. Linda Hopkins, House Fiscal Division
Mr. Mark Mahaffey, House Fiscal Division
Mr. Daniel Waguespack, House Fiscal Division
Ms. Dazia Briscoe, House Fiscal Division
Ms. Martha Hess, Senate Counsel
Ms. Bobbie Hunter, Senate Fiscal Division

Ms. Debra Vivien, Senate Fiscal Division

Ms. Raynel Gascon, Senate Fiscal Division

CC:

Office of the Commissioner

State of Louisiana Division of Administration

John Bel Edwards Governor



JAY DARDENNE Commissioner of Administration

January 28, 2022

The Honorable Jerome Zeringue, Chairman Joint Legislative Committee on the Budget P. O. Box 44294 Capitol Station Baton Rouge, LA 70804

RE: Establish Budget Authority – Federal Funds Louisiana Military Department Collective Training/Unaccompanied Housing Planning and Construction, Camp Minden Minden, Louisiana Project No: LA22-A-026

Dear Chairman Zeringue:

The Collective Training/Unaccompanied Housing project for Camp Minden was selected and included in the 2022 National Defense Authorization Act (NDAA) for both design and construction funds. This project is critical to address training facility deficits at Camp Minden. The project shall provide authorized and required billeting, dining/kitchen, and supply administration facilities at Camp Minden. The 2022 NDAA provides Federal funds for the project in Fiscal Year 2021-2022 with the stipulation that a construction contract is awarded prior to November 2022; however, no capital outlay project currently exists.

Therefore, pursuant to R.S. 39:134(C), since the Federal funds have become available at a time when the legislature is not in session precluding appropriation of these funds by the legislature during session, we are requesting that the Joint Legislative Committee on the Budget approve the expenditure of the Federal funds in the amount of \$16,000,000. The project will be fully funded by Federal funds with no state share required.

On behalf of the Louisiana Military Department, the Office of Facility Planning and Control is requesting authorization and budget authority to allow the Military Department to accept \$16,000,000 in Federal Funds from the National Guard Bureau through the Louisiana - United States Property and Fiscal Office (LA-USPFO) in support of the Collective Training/Unaccompanied Housing project at Camp Minden.

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

Sincerely. Jason D. Soote

Director

Recommended for Approval:

Mark A. Moses Assistant Commissioner

Approved:

1110 Dardenne ommissioner of Administration

C: Mr. Stephen Losavio, FPC
Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Ms. Ternisa Hutchinson, OPB
Mr. Samuel Roubique, OPB
Mr. Paul Fernandez, OPB
Ms. Linda Hopkins, House Fiscal Division
Mr. Mark Mahaffey, House Fiscal Division
Mr. Daniel Waguespack, House Fiscal Division
Ms. Dazia Briscoe, House Fiscal Division
Ms. Martha Hess, Senate Counsel
Ms. Bobbie Hunter, Senate Fiscal Division

Ms. Debra Vivien, Senate Fiscal Division

Ms. Raynel Gascon, Senate Fiscal Division

CC:

Office of the Commissioner

State of Louisiana Division of Administration

John Bel Edwards Governor



JAY DARDENNE Commissioner of Administration

January 28, 2022

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

RE: Reporting of Change Orders over \$50,000 and under \$100,000 Facility Planning and Control

Dear Chairman Zeringue:

In accordance with R.S. 39:126 any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority Facility Planning and Control has issued change orders that are itemized on the attached list.

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

Sincerely,

Jason D. Sooter Director

Recommended for Approval:

Mark A. Moses Assistant Commissioner

Approved:

uni

Day Dardenne Commissioner of Administration CC: Mr. Stephen Losavio, FPC

Ms. Lisa Smeltzer, FPC

Ms. Sue Gerald, FPC

Ms. Ternisa Hutchinson, OPB

Mr. Samuel Roubique, OPB

Mr. Paul Fernandez, OPB

Ms. Linda Hopkins, House Fiscal Division

Mr. Mark Mahaffey, House Fiscal Division

Mr. Daniel Waguespack, House Fiscal Division

Ms. Dazia Briscoe, House Fiscal Division

Ms. Martha Hess, Senate Counsel

Ms. Bobbie Hunter, Senate Fiscal Division

Ms. Debra Vivien, Senate Fiscal Division

Ms. Raynel Gascon, Senate Fiscal Division

1) Renovate Old Engineering Shops for Art Department Louisiana State University Baton Rouge, Louisiana Project Nos: 19-601-11-04, Part 01; WBS F.19001063 19-601-11-04, Part 02; WBS F.19001064 19-601-11-04, Part 03; WBS F.19001065 01-107-06B-11, Part TB; WBS F.01001808 (Supplement) 19-600-16-01; WBS F.19002346 (Supplement) Date of Contract: December 15, 2020

Onginal Contract Amount:	\$ 17,510,000.00
Contract amount decreased by Change Order 1:	(\$ 1,902,200.00) 12/17/20
Contract amount increased by Change Order 2:	\$ 49,661.00 08/11/21
Contract amount increased by Change Order 3:	\$ 49,211.00 08/17/21
Contract amount increased by Change Order 4:	\$ 56,058.00 12/08/21
New contract sum:	\$ 15,762,730.00

• Change Order 4 increases the project amount to provide and install structural steel for a revised entry portal design and associated gates.

2)	Replacement	of Fume Hoods					
	Science Labora	tory Classroom					
	Louisiana State	e University – Eunice					
	Eunice, Louisia	na					
	Project Nos:	01-107-06B-11, Part V7; WB	S F.01001864				
		19-600-16-01; WBS F.19002		nt)			
	Date of Origina	l Contract: July 21, 2020		t infi			
	Original Contra	ect Amount:		\$1	,917,000.00		
	Contract amou	nt increased by Change Ord	er 1:	\$	35,517.00	01/25/21	
		nt increased by Change Ord		\$	14,449.00	03/31/21	
		nt increased by Change Ord		\$	5,043.00	07/27/21	
		nt increased by Change Ord		\$	44,955.00	06/30/21	
	Contract amou	nt increased by Change Ord	er 5:	\$	65,135.00	07/30/21	
	New Contract S	um:		\$2,	082,099.00		
					,		

 Change Order 5 increases the project contract amount in order to replace the current, nonfunctional compressed air system and associated valves and piping, which is needed for support of the newly installed fume hoods. Additional costs will be charged against project contingency, which is adequate to support requested changes.

- 3) Security System Replacement Pennington Biomedical Research Center Baton Rouge, Louisiana Project No. 19-600-16-01; WBS F.19002228 Date of Contract: March 10, 2021 Original Contract Amount: Contract amount increased by Change Order 1: Contract amount increased by Change Order 2: New contract sum: \$ 362,080.00
 - Change Order 2 completes the facility-wide security replacement by including repairs and upgrades to the existing parking lot access gates and controls. These gates are currently damaged and kept in the open position. The open gates allow unauthorized vehicles to park at the facility and also allow vehicular traffic to use the parking lots to avoid a nearby traffic signal.

Collis B. Temple, III Chair

Gary N. Solomon, Jr. Vice Chair

Sonia A. Pérez Secretary

Kim Hunter Reed, Ph.D. Commissioner of Higher Education



Blake R. David Randy L. Ewing Stephanie A. Finley Robert W. Levy Phillip R. May, Jr. Charles R. McDonald Darren G. Mire Wilbert D. Pryor T. Jay Seale, III Terrie P. Sterling Felix R. Weill Judy A. Williams-Brown Cameron T. Jackson, Student

BOARD OF REGENTS P. O. Box 3677 Baton Rouge, LA 70821-3677 Phone (225) 342-4253, FAX (225) 342-9318 <u>www.regents.la.gov</u>

February 4, 2022

Representative Jerome "Zee" Zeringue Chair Joint Legislative Committee on the Budget

RE: M.J. Foster Promise Rulemaking

Dear Representative Zeringue:

The Louisiana Board of Regents requests that the Joint Legislative Committee on the Budget (JLCB) review and approve the rulemaking to implement the M.J. Foster Promise program. Act 457 of the 2021 Regular Session of the Louisiana Legislature established this program at R.S. 17: 3047 et seq. The program will provide financial assistance on a first come, first served basis to students who enroll in a program of study leading to a career in one of five industry sectors that are determined to be high wage, high demand and aligned to Louisiana's workforce priorities beginning with the 2022-2023 academic year. Financial assistance will be provided to students attending the state's public, two-year post-secondary institutions as well as at a limited number of proprietary schools that are accredited and approved by the Louisiana Board of Regents.

R.S. 17:3047.4.D. provides that the administering agency shall promulgate rulemaking to implement the program and that such rulemaking is subject to approval by the Joint Legislative Committee on the Budget. Specifically, the statutory language provides, "The administering agency shall adopt regulations and guidelines for the distribution and allocation of monies appropriated to the administering agency which shall be subject to approval by the Joint Legislative Committee on the Budget." Since no awards have been made at this time, it is not possible to determine reasonable funding amounts for each participating institution. As a result, the rulemaking does not currently include a methodology for distributing funding among the eligible institutions.

This rulemaking was published in the January 20, 2022, Louisiana Register, and the comment period ends on February 10, 2022. No comments have been received as of the date of this letter.

Sincerely,

- Il had

Kim Hunter Reed, Ph.D. Commissioner of Higher Education



A Program of the Board of Regents 602 North Fifth Street Baton Rouge, LA 70802 (800) 259-5626 (225) 219-1012 www.mylosfa.la.gov

ELECTRONIC RETURN RECEIPT REQUESTED

February 11, 2022

Electronic Rule Submission

- To: Senator Cleo Fields, Chairman, Senate Committee on Education Representative Lance Harris, Chairman, House Committee on Education Representative Jerome Zeringue, Chairman, Joint Legislative Committee on the Budget
- Re: Rulemaking Summary Report Foster Promise (LAC 28:IV.Chapter 22)(SG22201NI)

On January 6, 2022, we electronically forwarded notices of intent on behalf of the Louisiana Board of Regents to add Chapter 22 to the Scholarship and Grant Program rules to implement the M.J. Foster Promise Program, enacted by Act 457 of the 2021 Regular Session of the Louisiana Legislature.

The notice of intent was duly published in the January *Louisiana Register*. The agency wishes to advise that no hearings were requested or conducted regarding these rule changes, and we have no testimony to submit pursuant to R.S. 49:953(A)(2).

We anticipate publishing these rules in the April *Louisiana Register*. This information is submitted in compliance with Section 968D of the Administrative Procedure Act.

Sincerely,

DocuSigned by: Kobyn (m

Robyn Rhea Lively Senior Attorney

LOSFA

Sujuan Boutte, Ed.D. Executive Director

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Gary N. Solomon, Jr., Vice Chair

Sonia A. Pérez, Secretary

Kim Hunter Reed,, Ph.D, Commissioner of Higher Education

Blake R. David Randy L. Ewing Stephanie A. Finley Robert W. Levy Phillip R. May, Jr. Charles R. McDonald Darren G. Mire Wilbert D. Pryor T. Jay Seale III, Gary N. Solomon, Jr. Terrie P. Sterling Felix R. Weill Judy A. Williams-Brown Cameron T. Jackson, Student

RRL/RAO

Provider Impact Statement

The proposed Rule should not have any known or foreseeable impact on providers as defined by HCR 170 of the 2014 Regular Legislative Session. In particular, there should be no known or foreseeable effect on:

1. the staffing level requirements or qualifications required to provide the same level of service;

2. the cost to the providers to provide the same level of service; or

3. the ability of the provider to provide the same level of service.

Public Comments

Interested persons may submit written comments via the U.S. Mail until noon, February 9, 2022, to Shan N. Davis, Executive Director, Board of Elementary and Secondary Education, Box 94064, Capitol Station, Baton Rouge, LA 70804-9064. Written comments may also be hand delivered to Shan Davis, Executive Director, Board of Elementary and Secondary Education, Suite 5-190, 1201 North Third Street, Baton Rouge, LA 70802 and must be date stamped by the BESE office on the date received. Public comments must be dated and include the original signature of the person submitting the comments.

Shan N. Davis Executive Director

FISCAL AND ECONOMIC IMPACT STATEMENT FOR ADMINISTRATIVE RULES RULE TITLE: The Louisiana School, District, and State Accountability System—Transition from 2017-2018 to 2024-2025 SPS Release

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENT UNITS (Summary)

The proposed revisions will not result in costs or savings to state or local governmental units. The revisions will postpone the transition of the School Performance Score (SPS) grading scale to the 2023-2024 school year (2024 SPS) as opposed to 2021-2022 (2022 SPS). To the extent schools receive higher letter grades in the 2021-2022 and 2022-2023 school years due to the proposed revisions, there may be decreased workload for district staff to develop and implement a plan for improvement in schools that avoid receiving an "Urgent Intervention Required" or "Comprehensive Intervention Required" label; however, any such impacts are indeterminable.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS (Summary)

The proposed revisions may have an indeterminable effect on revenue collections of public schools. To the extent that schools receive higher letter grades in the 2021-2022 and 2022-2023 school years and are subsequently able to avoid receiving an "Urgent Intervention Required" or "Comprehensive Intervention Required" label, they would be ineligible for certain state or federal grants; however, any such impacts are indeterminable.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NONGOVERNMENTAL GROUPS (Summary)

The proposed revisions will not result in costs and/or benefits to directly affected persons, small businesses, or nongovernmental groups.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT

(Summary)

The proposed revisions will not have an effect on competition and employment.

Beth Scioneaux Deputy Superintendent 2201#050 Alan M. Boxberger Deputy Fiscal Officer Legislative Fiscal Office

NOTICE OF INTENT

Board of Regents Office of Student Financial Assistance

Scholarship/Grant Programs—MJ Foster Promise Program (LAC 28:IV.Chapter 22)

The Louisiana Board of Regents announces its intention to amend its Scholarship/Grant rules (R.S. 17:3021-3025, R.S. 3041.10-3041.15, R.S. 17:3042.1, R.S. 17:3048.1, R.S. 17:3048.5 and R.S. 17:3048.6).

This rulemaking adds Chapter 22 to the Scholarship and Grant Program rules to implement the M.J. Foster Promise Program, enacted by Act 457 of the 2021 Regular Session of the Louisiana Legislature. (SG22201NI)

Title 28 EDUCATION

Part IV. Student Financial Assistance—Higher Education Scholarship and Grant Programs Chapter 22. M.J. Foster Promise Program

§2201. General Provisions

A. Act 457 of the 2021 Regular Session of the Louisiana Legislature establishes the M.J. Foster Promise Program in R.S 17:3047 et seq. The Act provides that the board shall establish the criteria for initial and continuing eligibility and other requirements not otherwise provided in the statutes. The Act further provides that the M.J. Foster Promise Program shall be administered by the board through the Louisiana Office of Student Financial Assistance.

B. Description and Purpose. The M.J. Foster Promise Program provides financial assistance to eligible students enrolled in two year public post-secondary institutions and accredited proprietary schools to pursue an associate degree or a shorter term credential aligned with Louisiana's workforce priorities.

C. Effective Date. Awards shall be made, and these rules shall apply, beginning with the 2022-2023 academic year.

D. Authority to Audit. By participating in the scholarship and grant programs administered by the board and described in LAC 28:IV, all participants grant the board, LOSFA, and the Louisiana Legislative Auditor the right to inspect records and perform on-site audits of each institution's administration of the programs for the purpose of determining the institution's compliance with state law and the board's rules and regulations.

E. Discrimination Prohibition. The exclusion of a person from equal opportunity for an M.J. Foster Promise Program grant by the board because of race, religion, sex, handicap, national origin or ancestry is prohibited. No policy or procedure of this agency shall be interpreted as superseding or contradicting this prohibition.

F. Criminal Penalties. If an erroneous award has been made and the board determines that the award was made based upon incorrect information submitted by the student or the student's parent(s) or court-ordered custodian, the board may seek reimbursement from the student, the student's parent(s) or court-ordered custodian, and if it is further determined that the award was made due to an intentional misrepresentation by the student, the student's parent(s) or court-ordered custodian, then the board shall refer the case to the attorney general for investigation and prosecution. If a student or the student's parent(s) or court-ordered custodian is suspected of having intentionally misrepresented the facts which were provided to the board and used by it to determine the eligibility of the student for the program and the board has referred the case to the attorney general for investigation, then the student shall remain ineligible for future award consideration pending an outcome of said investigation which is favorable to the student.

G. Award amount. The award amount shall be applied only to tuition and fees required for enrollment. A student who is eligible for the Taylor Opportunity Program for Students (TOPS) as well as the M.J. Foster Promise Program shall receive the highest award available only.

1. For programs which exceed one year, the award amount shall not exceed \$3,200 per academic year for a student enrolled full time, or an amount proportional to the hours in which the student is enrolled if enrolled less than full time.

2. For programs which can be completed in less than one year, the award amount may exceed the amount provided for in Paragraph 1 of this Subsection.

3. In no case shall a student be awarded more than \$6,400 over a three year period.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

§2203. Definitions

A. Words and terms not otherwise defined in this Chapter shall have the meanings ascribed to such words and terms in this Section. Where the masculine is used in these rules, it includes the feminine, and vice versa; where the singular is used, it includes the plural, and vice versa. The term *the board* refers to the Louisiana Board of Regents.

Academic Year—for purposes of this program, the academic year begins on July 1 and ends on the following June 30.

Administering Agency—the Louisiana Board of Regents (the Board) through the Louisiana Office of Student Financial Assistance (LOSFA).

Continuous Enrollment-

a. earn at least one shorter-term postsecondary education credential per year if enrolled in a qualified program below the associate degree level; or

b. enroll in the fall and spring semester at each academic year if enrolled in a qualified program at the associate degree level.

Eligible Colleges—two-year public postsecondary institutions and accredited proprietary schools licensed by the board in the state of Louisiana.

Louisiana Resident—

a. a dependent or independent student whose true, fixed, and permanent home of residence is Louisiana as

reported on the free application for federal student aid (FAFSA);

b. a dependent student whose non-custodial parent completes a residency affidavit in Subparagraph f below that establishes Louisiana residency;

c. a veteran of the United States Armed Forces who received an honorable discharge or general discharge under honorable conditions within the twenty-four months preceding the date of application and who has become a resident of Louisiana since separation from the United States Armed Forces;

d. the spouse or dependent child of a resident of Louisiana on active duty with the United States Armed Forces who is stationed outside Louisiana but who claims Louisiana as the state of legal residence and who has filed a Louisiana state income tax return for the most recent two years;

e. the spouse or dependent child of a nonresident of Louisiana on active duty with the United States Armed Forces who is stationed in Louisiana under permanent change of station orders and who, not later than one hundred eighty days after reporting, changes his military personnel records to establish Louisiana as the official state of legal residence and complies with Louisiana income tax laws and regulations for the time period while stationed in Louisiana;

f. if the dependent or independent student does not report Louisiana as his true, fixed, and permanent home of residence as Louisiana on the FAFSA, the board may require an independent student applicant or the parent of a dependent student applicant to show proof of residency. Residency may be established by completion of a standard affidavit developed by the board. Such affidavits must be completed in their entirety by the independent student applicant or by at least one parent of the dependent student applicant and be sworn to and notarized by a licensed notary public. Further, the affiant shall be required to submit records in support of the affidavit to include the following records and such other records as may be required by the board:

i. if registered to vote, a Louisiana voter registration card; and

ii. if licensed to drive a motor vehicle, a Louisiana driver's license; and

iii. if owning a motor vehicle located in Louisiana, a Louisiana registration for that vehicle; and

iv. if earning a reportable income, Louisiana tax returns for the most recent two years.

Qualified Program of Study—one of five industry sectors that are predominated by high-demand, high-wage jobs that are aligned to the state's workforce priorities as determined by the Advisory Council.

Steady Academic Progress—for students enrolled full time, make sufficient progress toward completion of the program of study in which the student is enrolled such that he is expected to graduate before or within 100 percent of the time allotted for completion of such program. For a student enrolled less than full time, before or within the maximum time period for which he may receive an M.J. Foster Promise Program award.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

§2205. Initial Eligibility

A. To be eligible for an M.J. Foster Promise Award, a student must:

1. be 21 years of age as of the date the school bills LOSFA for your award;

2. have earned a high school diploma or equivalent or co-enroll in a qualified program of study and in a program to earn a high school credential that is recognized by the state of Louisiana;

3. be a U.S. Citizen;

4. be a Louisiana Resident as defined in §2203;

5. have not previously earned an undergraduate degree at the associate level or above;

6. complete the Free Application for Federal Student Aid (FAFSA);

7. if served in the U.S. Armed Forces and been separated from service, have received an honorable discharge or a general discharge under honorable conditions;

8. meet the admission requirements of the institution he plans to attend; and

9. enroll and remain enrolled in an eligible program of study through the 14th class day at semester schools, or, for any qualifying summer sessions, students attending proprietary schools, and students enrolled in a program that is not provided on a traditional semester/term basis, through the end of the last day to drop and receive a full refund for the course of study in which enrolled.

10. agree to reside and work full time in Louisiana for a minimum of one year after the completion of the last program of study for which funding is received.

11. agree to perform each year funding is received at least 20 hours of community service or participate in at least 20 hours in an internship, apprenticeship, or mentorship that is related to the qualified program of study.

B. In addition to the above, the applicant must certify that:

1. he is not currently imprisoned; and

2. he has not been convicted of a violent crime as defined in R.S. 14:2(B); and

3.a. he has a family income that does not exceed three hundred percent of the federal poverty guidelines published by the United States Department of Health and Human Services; or

b. certify that he is currently unemployed or has been underemployed for a period of at least six months prior to the date he would receive a grant.

C. All applicants will be required to agree that the Board of Regents and the Office of Student Financial may verify the applicant's criminal history, employment records, and income information. Submission of an application for a grant under this Chapter constitutes express permission for the Louisiana Department of Corrections and Public Safety, the Louisiana State Police, the Louisiana Department of Revenue, and the Louisiana Workforce Commission to release personally identifiable information to LOSFA for the purposes of verification and program reporting. An individual's personally identifiable information will be maintained in a secure environment and will not be released except as necessary to administer this program and for audit purposes.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

§2207. Continuing Eligibility

A. To maintain eligibility to receive an M.J. Foster Promise Award, a recipient must:

1. annually complete the Free Application for Federal Student Aid;

2. annually complete the on-line application for an M.J. Foster Promise Program award;

3. make steady academic progress as defined in §2203;

4. remain in good academic standing at the college in which enrolled;

5. maintain continuous enrollment, unless granted an exception for cause in accordance with §2103 of these rules;

7. maintain a cumulative grade point average of at least 2.00 calculated on a 4.00 scale in a qualified program for which letter grades are issued;

8. maintain steady academic progress in a qualified program for which letter grades are not issued;

9. not be incarcerated and not have a conviction for any crime of violence as defined in R.S. 14:2(B);

10. if served in the U.S. Armed Forces and been separated from service, have received an honorable discharge or a general discharge under honorable conditions;

11. have received the award for not more than three consecutive academic years unless an exception for cause is granted in accordance with §2103 of these rules;

12. have not used the award to earn more than 60 hours of college credit; and

13. certify the completion of at least 20 hours of community service or 20 hours of participation in an apprenticeship, internship, or mentorship for the prior calendar year.

B. A recipient may continue to receive an award under this section after he has completed one or more qualified programs of study other than an associate's degree if:

1. he continues to meet all of the continuing eligibility requirements set forth in §2207.A.; and

2. he has not exhausted the maximum award eligibility of \$6,400; and

3. he has not received the award for three years.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

§2209. Responsibilities of Eligible Colleges

A. Initial Eligibility. Eligible colleges must determine:

1. that an applicant meets the enrollment requirements at the college;

2. that an applicant is enrolled in an eligible program of study;

3. that an applicant has attained a high school diploma or is co-enrolled in a program to attain a high school equivalency diploma; and

4. the appropriate award amount for the student as determined in accordance with §2201.G. and its M.J. Foster Promise Program packaging policy.

B. Continuing Eligibility. Eligible Louisiana institutions must determine whether a recipient is in good academic standing.

C. Packaging Policy

1. Eligible colleges must establish and use a policy on M.J. Foster Promise Program packaging that provides:

a. procedures for compliance with these rules and the guidance established by the board and published by LOSFA for determining the award amount;

b. record retention to comply with Subsection I of this Section;

c. the basis used to establish award amounts;

d. awards amounts for less than full-time students;

e. procedures for identification of transfer students and ensuring transfer students receive awards on the same basis as home students;

f. procedures that identify students who meet the criteria provided in §2211.F. when sufficient funding is not available to fund all eligible students; and

g. method for determining that a student has made steady academic progress.

2. Eligible colleges must revise the institution's M.J. Foster Promise Program packaging policy as necessary to reflect changes to the applicable legislation and administrative rules promulgated by the board to implement this program.

D. Award Amount. Eligible Louisiana institutions must establish the award amounts for each individual student based on the institution's financial aid packaging policy. The amount awarded must comply with the requirements and limitations established in these rules and the guidance published by LOSFA.

E. Submission of Payment Requests. Each semester, quarter or term, eligible Louisiana institutions shall submit a payment request to LOSFA for students enrolled at the institution who have been determined eligible for an M.J. Foster Promise Program as follows:

1. for each student eligible for an award who is enrolled at the end of the fourteenth class day for semester schools (the ninth class day for quarter and term schools), or for any qualifying summer sessions, students attending proprietary schools, or students enrolled in a program that is not provided on a traditional semester/term basis, at the end of the last day to drop and receive a full refund for the course of study in which enrolled;

2. the payment request shall include the:

- a. Social Security number;
- b. college code;
- c. term;
- d. date;
- e. program type
 - i. associate's degree;
- ii. certificate program (one year);
- iii. certificate program (two year);
- iv. CareerTech (1 8 credits);
- v. CareerTech (9 or more credits);
- vi. diploma program;
- vii. credential of value;
- viii. on ramp credential.

ix. concurrent enrollment in a program that results in a high school equivalency diploma;

f. CIP code for the course of study in which enrolled;

g. degree level code for the course of study in which enrolled;

h. increment key for the course of study in which enrolled;

i. amount requested for each student;

j. anticipated time to complete program of study

i. less than one year;

ii. more than one year.

F. At the end of every semester or term, or upon completion of a program of study, the following shall be reported:

1. hours attempted, if enrolled in an associate's degree program;

2. hours earned, if enrolled in an associate's degree program; and

3. whether the student completed his program of study.

G. Over Payments

1. No institution shall submit a payment request for M.J. Foster Promise Program funds which would result in a student receiving an annual total of more than is authorized in §2201.G.

2. Eligible Louisiana institutions certify by submitting a payment request for an M.J. Foster Promise Program grant that the institution will:

a. reimburse LOSFA for the total amount of any award that is disbursed to ineligible students; and

b. for any amount of an award that is in excess of the maximum lifetime award (\$6,400).

H. Excess Award. In the event an excess award occurs during the fall semester or quarter or the winter quarter due to receipt of additional gift aid, the school shall reduce the award amount for the spring accordingly. In the event an excess award occurs during the spring semester or quarter due to receipt of additional gift aid, the school shall document the reason for the excess award.

I. Over Award. In the event the student's total aid exceeds his financial need for tuition and fees, any federal loan aid included in the total aid package shall be reduced, then M.J. Foster Promise Program grant, institutional and other aid in accordance with institutional practice, then the Louisiana GO Grant, shall be reduced by the amount of any remaining over award.

J. Records Retention. Records pertaining to an M.J. Foster Promise Program grant are subject to audit as required by the board and the Louisiana Legislative Auditor. Eligible Louisiana institutions shall maintain all records for a minimum of three years from creation. All such records shall be made available upon request by the board and/or the Louisiana Legislative Auditor.

K. Each eligible Louisiana institution shall provide a copy of its M.J. Foster Program packaging policy as required by §2209.C to LOSFA, when requested.

L. Audits. Eligible Louisiana institutions that participate in the M.J. Foster Promise Program grant LOSFA and the Louisiana Legislative Auditor the right to inspect records and perform on-site audits of each institution's administration of the program for the purpose of determining the institution's compliance with state law and applicable rules and regulations.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

§2211. Responsibilities of the Louisiana Office of Student Financial Assistance

A. LOSFA shall provide an on-line application that must be completed by any student who wishes to apply for an M.J. Foster Promise Program award.

B. LOSFA shall determine whether an applicant meets the initial eligibility criteria set forth in §2205.A.1-7, 10-11, and B.

C. LOSFA shall provide a roster of eligible applicants to eligible colleges.

D. LOSFA shall provide an on-line application that must be completed by any student who wishes to apply for an M.J. Foster Promise Program award.

E. LOSFA shall determine whether an applicant meets the initial eligibility criteria set forth in §2205.A.1-7, 10-11, and B.

F. LOSFA shall provide a roster of eligible applicants to eligible colleges.

G. LOSFA shall pay each eligible college the amount requested by the eligible college in accordance with the provisions of §2209.E.

H. LOSFA shall maintain a database of all students who have received an M.J. Foster Promise Program award, including, but not limited to, all information reported by eligible colleges in accordance with §2209. In the event LOSFA receives a payment request in an amount that would exceed the maximum amount payable to a student, LOSFA will require the school to rebill.

I. Adequacy of Funding. In the event available funding is not sufficient to fund all eligible award applicants, awards shall be provided in the order in which complete applications are received. Priority shall be given to previous award recipients who have met all requirements for maintaining the award and who are continuing in a qualified program for which they previously received an award.

J. LOSFA shall audit eligible Louisiana institutions to ensure compliance with these rules.

K. LOSFA shall enter into Memoranda of Understanding with the Louisiana Department of Public Safety and Corrections, the Louisiana State Police, the Louisiana Department of Revenue, and the Louisiana Workforce Commission for the purpose of obtaining data to verify applicant statements and reporting.

L. Establishment of Working Group

1. LOSFA shall establish a working group to identify all federal, state, and local programs that provide assistance to individuals and families to support award recipients' pursuit of higher education.

2. Such working group shall consist of representatives from all of the following:

a. the Louisiana Department of Children and Family Services;

b. the Louisiana Department of Health;

c. the Louisiana Department of Education;

d. the Louisiana Workforce Commission;

e. the Louisiana Department of Veterans Affairs;

f. the Louisiana Association of Student Financial Aid Administrators;

g. the Office of Student Financial Assistance;

h. the Louisiana Department of Public Safety and Corrections; and

i. any other entity identified as providing financial or other support to individuals seeking to pursue a higher education.

3. LOSFA shall compile, post, and update a list of all such programs on its website.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

§2213. Responsibilities of the Louisiana Board of Regents

A. Advisory Council

1. The Board of Regents shall convene an Advisory Council to perform the following functions for the purpose of identifying qualified programs of study for the M.J. Foster Promise Program:

a. identify not more than five industry sectors and that lead to high demand, high wage jobs that are aligned to state workforce priorities;

b. review postsecondary education requirements of each job identified;

c. identify programs of study at the associate level and below that lead to the identified jobs in each industry sector; and

d. at least once every three years, review the state's return on investment in awards made.

2. Identification of industry sectors, high demand high wage jobs, and required degrees and credentials of the identified jobs shall, at a minimum, be based upon the following:

a. a review of the most current statewide and regional industry and occupational forecasts approved by the Occupational Forecasting Conference and the Louisiana Workforce Investment Council;

b. a review of nationally recognized databases for industry and occupational projections; and

c. input from the regional development organizations in each region.

3. The advisory council shall identify and assist in the establishment of mechanisms to support award recipients to complete a qualified program and to gain employment in the job for which training was received. Such mechanisms shall include the provision of college academic and career counseling and employer partnerships for developing mentorship programs and work-based learning experiences.

4. The advisory council shall consist of the following members:

a. the chancellor of Louisiana State University at Eunice.

b. the chancellor of Southern University at Shreveport.

c. the president of the Louisiana Community and Technical College System.

d. the commissioner of higher education.

e. the state superintendent of education.

f. the secretary of the Louisiana Department of Economic Development.

g. the executive director of the Louisiana Workforce Commission.

h. the chairman of the Louisiana Workforce Investment Council.

i. the secretary of the Louisiana Department of Revenue.

5. The advisory council shall meet by January 1, 2022, and at least once every three years thereafter to review the workforce priorities of the state and each of its workforce regions and designate qualified programs of study.

B. The Board of Regents shall enter into Memoranda of Understanding with the Louisiana Department of Public Safety and Corrections, the Louisiana State Police, the Louisiana Department of Revenue, and the Louisiana Workforce Commission for the purpose of obtaining data to verify applicant statements and reporting.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3047 et seq.

HISTORICAL NOTE: Promulgated by the by the Board of Regents, Office of Student Financial Assistance, LR 48:

Family Impact Statement

The proposed Rule has no known impact on family formation, stability, or autonomy, as described in R.S. 49:972.

Poverty Impact Statement

The proposed rulemaking will have no impact on poverty as described in R.S. 49:973.

Business Analysis Statement

The proposed Rule will have no adverse impact on small businesses as described in R.S. 49:965.2 et seq.

Provider Impact Statement

The proposed Rule will have no adverse impact on providers of services for individuals with developmental disabilities as described in HCR 170 of 2014.

Public Comments

Interested persons may submit written comments on the proposed changes (SG21200NI) until 4:30 p.m., February 10, 2022, by email to LOSFA.Comments@la.gov or to Sujuan Williams Boutté, Ed. D., Executive Director, Office of Student Financial Assistance, P. O. Box 91202, Baton Rouge, LA 70821-9202.

Robyn Rhea Lively Senior Attorney

FISCAL AND ECONOMIC IMPACT STATEMENT FOR ADMINISTRATIVE RULES RULE TITLE: Scholarship/Grant Programs MJ Foster Promise Program

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENT UNITS (Summary)

Act 457 of the 2021 Regular Session and the proposed rulemaking implement a new program, the M. J Foster Promise Program, that will provide financial aid to students enroll in designated programs at eligible two-year public schools and accredited proprietary schools, starting in the 2022-2023 Academic Year. Funding for the program is limited to annual appropriations by the Louisiana Legislature, with Act 457 further limiting annual state appropriations to \$10 million for eligible two-year public institution students and \$500,000 for eligible proprietary school students. The administrating agency can use up to 5% (or \$500,000) of the appropriation for administrative and promotional costs.

Act 119 (HB 1) of 2021 provided \$5 million to the Board of Regents for the Office of Student Financial Assistance (OSFA) to establish the new program. Additional funding for the out years will be addressed during the budgeting process with the Board of Regents and the Legislature. Total administrative costs are projected at \$153,272 in FY 22, \$125,503 in FY 23, and \$138,251 in FY 24 and annually thereafter; costs include personnel expenditures for at least one full-time position, marketing, and one-time costs for IT programming and equipment and supplies. These projections are preliminary and subject to change as OSFA implements the new program.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS (Summary)

Revenue collections of state and local governments will not be affected by the proposed changes.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NONGOVERNMENTAL GROUPS (Summary)

This program provides financial assistance of up to \$6,400 over a three-year period for students ages 21 and older who enroll at eligible two-year public postsecondary institutions or proprietary schools in designated programs that lead to jobs in one of five identified industry sectors that are predominated by high demand, high wage jobs. This will provide a direct benefit to students and their families. The program will also provide Louisiana employers with a better-educated workforce and may also attract out-of-state employers to Louisiana, thus providing additional better paying jobs.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT (Summary)

Students attending post-secondary institutions will increase the number of educated/trained workers in the state, which will have a positive impact on competition and employment.

Robyn Rhea Lively	Alan M. Boxberger
Senior Attorney	Deputy Fiscal Officer
2201#013	Legislative Fiscal Officer

NOTICE OF INTENT

Department of Environmental Quality Office of the Secretary Legal Affairs and Criminal Investigations Division

Expansion of the Expedited Penalty Program (LAC 33:1.803, 805, and 807)(OS097)

Under the authority of the Environmental Quality Act, R.S. 30:2001 et seq., and in accordance with the provisions of the Administrative Procedure Act, R.S. 49:950 et seq., the secretary gives notice that rulemaking procedures have been initiated to amend the Office of the Secretary regulations, LAC 33:I.803, 805, and 807. (OS097)

The proposed Rule adds additional hazardous waste, solid waste, underground storage tank, water, radiation, and air violations to LAC 33:I.807. The proposed Rule also clarifies various violation citation language in the current radiation and air violations and adjusts penalty amounts associated with specific regulatory citations to be appropriate and consistent with penalty amounts associated with specific regulatory citations in the proposed Rule. The structure of the expedited penalty table is changed to divide it into separate tables by media and type.

Currently, the regulatory maximum cap of \$3,000 poses a barrier for the departments' use program. A facility that has multiple violations can quickly exceed the current XP monetary cap thereby requiring the enforcement writer to assess a fine in accordance with the nine factors set forth in

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FISCAL AND ECONOMIC IMPACT STATEMENT FOR ADMINISTRATIVE RULES

Person Preparing				
Statement:	Richard Omdal		Dept.:	Louisiana Board of Regents
Phone:	219-7508		Office:	Office of Student Financial Assistance
Return Address:	602 N. 5 th Street (6 th Floor)		Rule Title:	Foster Promise (LAC 28:IV. <u>Chapter 22)(SG222010NI)</u>
	Galvez State Office Building			
	Baton Rouge, LA 70802	SUMN		ct: <u>Upon Publication of Final Rule</u>

(Use complete sentences)

In accordance with Section 953 of Title 49 of the Louisiana Revised Statutes, there is hereby submitted a fiscal and economic impact statement on the rule proposed for adoption, repeal or amendment. THE FOLLOWING STATEMENTS SUMMARIZE ATTACHED WORKSHEETS, I THROUGH IV AND WILL BE PUBLISHED IN THE LOUISIANA REGISTER WITH THE PROPOSED AGENCY RULE.

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS (Summary)

Act 457 of the 2021 Regular Session and the proposed rulemaking implement a new program, the M. J Foster Promise Program, that will provide financial aid to students enroll in designated programs at eligible two-year public schools and accredited proprietary schools, starting in the 2022-2023 Academic Year. Funding for the program is limited to annual appropriations by the Louisiana Legislature, with Act 457 further limiting annual state appropriations to \$10 million for eligible two-year public institution students and \$500,000 for eligible proprietary school students. The administrating agency can use up to 5% (or \$500,000) of the appropriation for administrative and promotional costs.

Act 119 (HB 1) of 2021 provided \$5 million to the Board of Regents for the Office of Student Financial Assistance (OSFA) to establish the new program. Additional funding for the out years will be addressed during the budgeting process with the Board of Regents and the Legislature. Total administrative costs are projected at \$153,272 in FY 22, \$125,503 in FY 23, and \$138,251 in FY 24 and annually thereafter; costs include personnel expenditures for at least one full-time position, marketing, and one-time costs for IT programming and equipment and supplies. These projections are preliminary and subject to change as OSFA implements the new program.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS (Summary)

Revenue collections of state and local governments will not be affected by the proposed changes.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS, SMALL BUSINESSES, OR NON-GOVERNMENTAL GROUPS (Summary)

This program provides financial assistance of up to \$6,400 over a three-year period for students ages 21 and older who enroll at eligible two-year public postsecondary institutions or proprietary schools in designated programs that lead to jobs in one of five identified industry sectors that are predominated by high demand, high wage jobs. This will provide a direct benefit to students and their families. The program will also provide Louisiana employers with a better-educated workforce and may also attract out-of-state employers to Louisiana, thus providing additional better paying jobs.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT (Summary)

Students attending post-secondary institutions will increase the number of educated/trained workers in the state, which will have a positive impact on competition and employment.

Robyn Lively

gislative Fiscal Officer or Designee

Signature of Agency Head or Designee

Robyn Rhea Lively, Senior Attorney Typed Name and Title of Agency Head or Designee 01/05/2022 | 9:22 AM CST

Date of Signature

LFO 8/2004

Date of Signature

FISCAL AND ECONOMIC IMPACT STATEMENT FOR ADMINISTRATIVE RULES

The following information is required in order to assist the Legislative Fiscal Office in its review of the fiscal and economic impact statement and to assist the appropriate legislative oversight subcommittee in its deliberation on the proposed rule.

A. Provide a brief summary of the content of the rule (if proposed for adoption, or repeal) or a brief summary of the change in the rule (if proposed for amendment). Attach a copy of the notice of intent and a copy of the rule proposed for initial adoption or repeal (or, in the case of a rule change, copies of both the current and proposed rules with amended portions indicated).

The proposed changes modify the Scholarship and Grant Program Rules to implement during the 2022-2023 Academic Year the M. J. Foster Promise Program created and authorized by Act 457 of the 2021 Regular Session of the Louisiana Legislature. This program provides financial assistance of up to \$6,400 over a three-year period for students ages 21 and older who enroll at eligible two-year public postsecondary institutions or proprietary schools in designated programs that lead to jobs in one of five identified industry sectors that are predominated by high demand, high wage jobs that are aligned to state workforce priorities. The Act and the proposed rulemaking sets initial and continuing eligibility criteria for the awards.

B. Summarize the circumstances which require this action. If the Action is required by federal regulation, attach a copy of the applicable regulation.

The proposed changes are required to modify the Scholarship and Grant Program Rules to implement the M. J. Foster Promise Program created and authorized by Act 457 of the 2021 Regular Session of the Louisiana Legislature.

C. Compliance with Act 11 of the 1986 First Extraordinary Session (1) Will the proposed rule change result in any increase in the expenditure of funds? If so, specify amount and source of funding.

Act 457 and the supporting proposed rulemaking implement a new program, the M. J Foster Promise Program, that will provide financial aid to students enroll in designated programs at eligible 2-year public schools and proprietary schools starting in the 2022-2023 Academic Year. Funding for the program is limited to annual appropriations by the Louisiana Legislature, with Act 457 further limiting annual state appropriations to \$10 million for eligible 2-year public institution students and \$500 K for eligible proprietary school students. The administrating agency can use up to 5% of the legislative appropriation for reimbursement of administrative and promotional costs.

(2) If the answer to (1) above is yes, has the Legislature specifically appropriated the funds necessary for the associated expenditure increase?

(a) X Yes. If yes, attach documentation.

(b) _____ No. If no, provide justification as to why this rule change should be published at this time.

Act 119 (HB 1) of the 2021 Regular Session of the Louisiana Legislature appropriated \$5 million dollars in seed funding for the M. J. Foster Promise Program. Additional funding for the out years will be addressed during the budgeting process with the Board of Regents and the Legislature. In the event available funding is not sufficient to fund all eligible award applicants, awards shall be provided in the order in which complete applications are received. In future years, priority for funding will be given to previous award recipients who have met all requirements for maintaining the award and who are continuing in a qualified program for which they previously received an award.

FISCAL AND ECONOMIC IMPACT STATEMENT

WORKSHEET

I. A. COSTS OR SAVINGS TO STATE AGENCIES RESULTING FROM THE ACTION PROPOSED

1. What is the anticipated increase (decrease) in costs to implement the proposed action?

Act 457 of the 2021 Regular Session and the proposed rulemaking implement a new program, the M. J Foster Promise Program, that will provide financial aid to students enroll in designated programs at eligible two-year public schools and accredited proprietary schools, starting in the 2022-2023 Academic Year. Funding for the program is limited to annual appropriations by the Louisiana Legislature, with Act 457 further limiting annual state appropriations to \$10 million for eligible two-year public institution students and \$500,000 for eligible proprietary school students. The administrating agency can use up to 5% (or \$500,000) of the appropriation for administrative and promotional costs.

COSTS	FY 21-22	FY 22-23	FY 23-24	
PERSONAL SERVICES	\$57,364	\$114,728	\$127,476	
OPERATING EXPENSES	\$45,775	\$10,775	\$10,775	
PROFESSIONAL SERVICES	\$46,080	-0-	-0-	
OTHER CHARGES	-0-	-0-	-0-	
EQUIPMENT	\$4,053	-0-	-0-	
TOTAL	\$153,272	\$125,503	\$138,251	
MAJOR REPAIR & CONSTR.	-0-	-0-	-0-	
POSITIONS (#)	1	1	1	

2. Provide a narrative explanation of the costs or savings shown in "A. 1." including the increase or reduction in workload or additional paperwork (number of new forms, additional documentation, etc.) anticipated as a result of the implementation of the proposed action. Describe all data, assumptions, and methods used in calculating these costs.

Act 119 (HB 1) of 2021 provided \$5 million to the Board of Regents for the Office of Student Financial Assistance (OSFA) to establish the new program. Additional funding for the out years will be addressed during the budgeting process with the Board of Regents and the Legislature. Total administrative costs are projected at \$153,272 in FY 22, \$125,503 in FY 23, and \$138,251 in FY 24 and annually thereafter; costs include personnel expenditures for at least one full-time position, marketing, and one-time costs for IT programming and equipment and supplies. These projections are preliminary and subject to change as OSFA implements the new program.

3. Sources of funding for implementing the proposed rule or rule change.

SOURCE	FY 21-22	FY 22-23	FY 23-24
STATE GENERAL FUND	\$5,000,000	See below	See below
AGENCY SELF-GENERATED	-0-	-0-	-0-
DEDICATED	-0-	-0-	-0-
FEDERAL FUNDS	-0-	-0-	-0-
OTHER (Specify)	-0-	-0-	-0-
TOTAL	\$5,000,000	See below	See below

4. Does your agency currently have sufficient funds to implement the proposed action? If not, how and when do you anticipate obtaining such funds?

Act 119 (HB 1) of 2021 provided \$5 million to the Board of Regents for the Office of Student Financial Assistance (OSFA) to establish the new program. Additional funding for the out years will be addressed during the budgeting process with the Board of Regents and the Legislature.

B. <u>COST OR SAVINGS TO LOCAL GOVERNMENTAL UNITS RESULTING FROM THE ACTION</u> <u>PROPOSED</u>

1. Provide an estimate of the anticipated impact of the proposed action on local governmental units, including adjustments in workload and paperwork requirements. Describe all data, assumptions and methods used in calculating this impact.

The proposed changes will not have an impact on local governmental units.

FISCAL AND ECONOMIC IMPACT STATEMENT

WORKSHEET

2. Indicate the sources of funding of the local governmental unit, which will be affected by these costs or savings.

Not applicable.

- II. EFFECT ON REVENUE COLLECTIONS OF STATE AND LOCAL GOVERNMENTAL UNITS
 - A. What increase (decrease) in revenues can be anticipated from the proposed action?

None

REVENUE INCREASE/DECREASE	FY 21-22	FY 22-23	FY 23-24
STATE GENERAL FUND	-0-	-0-	-0-
AGENCY SELF GENERATED	-0-	-0-	-0-
RESTRICTED FUNDS*	-0-	-0-	-0-
FEDERAL FUNDS	-0-	-0-	-0-
LOCAL FUNDS	-0-	-0-	-0-
TOTAL	-0-	-0-	-0-

*Specify the particular fund being impacted.

B. Provide a narrative explanation of each increase or decrease in revenues shown in "A." Describe all data, assumptions, and methods used in calculating these increases or decreases.

Not Applicable.

III. COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS, SMALL BUSINESSES, OR NONGOVERNMENTAL GROUPS

A. What persons or non-governmental groups would be directly affected by the proposed action? For each, provide an estimate and a narrative description of any effect on costs, including workload adjustments and additional paperwork (number of new forms, additional documentation, etc.), they may have to incur as a result of the proposed action.

This program provides financial assistance of up to \$6,400 over a three-year period for students ages 21 and older who enroll at eligible two-year public postsecondary institutions or proprietary schools in designated programs that lead to jobs in one of five identified industry sectors that are predominated by high demand, high wage jobs. This will provide a direct benefit to students and their families. The program will also provide Louisiana employers with a better-educated workforce and may also attract out-of-state employers to Louisiana, thus providing additional better paying jobs.

B. Also provide an estimate and a narrative description of any impact on receipts and/or income resulting from this rule or rule change to these groups.

The higher level of education or technical training for students affected by these proposed changes will have a positive impact on their earning potential and make them more marketable in the job market and thus eligible for higher paying jobs.

IV. EFFECTS ON COMPETITION AND EMPLOYMENT

Identify and provide estimates of the impact of the proposed action on competition and employment in the public and private sectors. Include a summary of any data, assumptions and methods used in making these estimates.

Students attending post-secondary institutions will increase the number of educated/trained workers in the state, which will have a positive impact on competition and employment.

§653. Duties and functions

A. The committee shall make such study and examination of the matters pertaining to the budgeting and fiscal affairs of the state and its political subdivisions, their funds, revenues, expenditures, and any other financial affairs of the state and of its political subdivisions as may be deemed desirable by the committee or the legislature. The committee may also study and examine all requests for professional, personal, social service, and consulting service contracts to determine the impact of privatizing state government programs, functions, or activities. The committee shall make such reports of its findings and recommendations with regard to such matters to the legislature upon its request or as is deemed advisable by the committee.

B. Prior to and during each regular session of the legislature, the joint committee may make such studies and hold such hearings with respect to budget requests or statements and with respect to the executive budget as it shall deem appropriate and are necessary to carry out its duties and functions.

C. Following the review, analysis, and study of the proposed executive budget, the committee shall submit its findings and recommendations thereon to the members of the legislature not later than two weeks prior to each regular session of the legislature.

D. The committee shall make such continuing study and examination of matters pertaining to the budgeting of the state revenues and their expenditures, and the fiscal affairs of the state and its agencies, and shall make quarterly reports and recommendations to the legislature and such other reports as the committee or the legislature deems advisable.

E. The committee shall interpret the legislative intent respecting all fiscal and budgetary matters of the state and conduct general oversight and review of the budget execution processes of the various budget units and other agencies of the state when necessary.

F. The committee shall study, review, and approve or disapprove all transfers of funds from one program specified in the allotments established in each agency's budget to another program. Except as provided in R.S. 39:73 and 87.4, no transfer of funds from one program specified in the allotments in an agency's budget to another shall be made without prior approval of the committee.

G. The committee shall have the full power and authority to adopt rules and regulations prescribing and governing its procedures, policies, meetings, and any and all other activities relating to its functions and duties, including the power and authority to issue binding directives to agencies concerning the proper and efficient execution of their respective budgets as same were approved by the legislature.

H.(1) The committee shall have a litigation subcommittee which shall monitor and study the amounts of state funds required to pay judgments and compromises arising out of lawsuits against the state, its departments, and, with respect to payment of state funds as insurance premiums, the insurers thereof. The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the litigation subcommittee.

(2) No attorney representing the state or any of its departments or agencies or any of its employees entitled to indemnification under R.S. 13:5108.1 shall sign any compromise or settlement which obligates the state to pay more than one million dollars without prior consultation with the attorney general and the members of the litigation subcommittee of the Joint Legislative Committee on the Budget.

I. The committee shall have the authority to nullify a penalty applied by the office of risk management relative to a state agency which has failed to receive certification after undergoing a loss prevention audit, as provided in R.S. 39:1536(B).

J. The committee may establish a subcommittee to execute its duties relative to oversight of performance-based budgeting under the Louisiana Government Performance and Accountability Act, as provided in Subpart D of Part II of Chapter 1 of Subtitle I of Title 39 of the Louisiana Revised Statutes of 1950. When the subcommittee acts on behalf of the committee, the chairman of the subcommittee shall provide to each member of the committee a summary report of the subcommittee's action.

K.(1) In the conduct of its responsibility to discharge the constitutional fiscal and budgetary responsibilities of the Louisiana Legislature, the committee shall consider the operating budgets of public entities and salaries of particular public officials which by law require the approval of the committee in accordance with the following:

(a) The committee shall consider operating budgets in advance of the beginning of a subject entity's fiscal year. If the committee finds that the entity has failed to receive the required approval, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any amount contained within that budget. The committee may also adopt a resolution to direct the committee determines that an entity whose operating funds are administered outside of the state treasury has failed to receive the required approval of its budget, either by failure to appear or by committee disapproval of its budget, either by failure to appear or by committee disapproval of its budget, either by failure to appear or by committee disapproval of its budget, either by failure to appear or by committee disapproval of its budget, either by failure to appear or by committee disapproval of its budget, either by failure to appear or by committee disapproval of its budget, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to that effect, and any expenditure of public monies by such entity shall constitute a violation of the provisions of Article VII, Section 14 of the Constitution of Louisiana.

(b) The consideration of salaries of public officials that by law require the approval of the committee shall occur prior to the execution of any employment contract for that official. The state shall not be liable for any payment of such salary if the salary has not been approved by the Joint Legislative Committee on the Budget. The committee shall have the authority to adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any monies related to the payment of the salary at issue. The committee is also authorized to adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants.

(2) The provisions of this Section shall have no effect on the provisions of any contract which is in effect prior to July 1, 2008.

(3) Notwithstanding any contrary provision of law, the chairman of the Joint Legislative Committee on the Budget may grant an entity, for good cause shown, an extension of time, not to exceed thirty days, to comply with the provisions of this Subsection, and the Joint Legislative Committee on the Budget may grant an additional extension of time.

L.(1)(a) Upon receipt of the reports from the various departments within the executive branch of state government as provided by R.S. 36:8(A)(6) and the public postsecondary education management boards as provided by R.S. 17:3130(C) and 3351(F), the Joint Legislative Committee on the Budget shall transmit the reports to the legislative fiscal office for review and analysis and may conduct hearings to review the reports.

(b) The legislative fiscal office shall review the reports and perform any additional analysis of the reports that is necessary to provide an accurate actual estimate as compared to the fiscal note as the bill was enacted.

(2) The reports required to be submitted under this Section shall be in a manner as prescribed by the chairman of the Joint Legislative Committee on the Budget and shall be accompanied by such other information as the chairman may require. At a minimum, the report shall present the differences between the original estimate as the bill was enacted and the actual current revenues or expenditures. Depending upon the scope of the original legislation, the comparisons between the fiscal note as the bill was enacted and the actual amounts shall include but not be limited to tax increases, decreases, fee increases and repeals, tax exemptions, suspensions, credits, rebates, exclusions, and deductions, among others.

(3) No later than February first of each year, the committee shall report its findings in a public meeting relative to any legislation that has been enacted that affects state revenues, public postsecondary education management boards and the related institutions or the various departments and the related entities and that legislation has a fiscal impact which has increased by the amount of one million dollars or more over the amount of the fiscal note as the bill was enacted. The review and analysis shall also examine the receipt, expenditure, allocation, dedication, or means of financing to determine specifically how the increases impact state revenue, the departments, agencies, boards, commissions, and like entities within the executive branch of state government, as well as among the public postsecondary education institutions of the state. The Joint Legislative Committee on the Budget shall transmit copies of the final report to the governor, the president of the Senate, and the speaker of the House of Representatives, and distribute a copy to each member of the legislature.

M.(1) All economic and financial reports for projects submitted in conjunction with the request for approval of the Joint Legislative Committee on the Budget in excess of a total state commitment of ten million dollars for the term of the project shall provide the following information:

(a) Inclusion of all input information, data, and assumptions, including but not limited to data sources, economic growth assumptions, and an assessment/basis of the reasonableness of each.

(b) A description of the analytical model employed for the report and how each input was utilized with that model.

(c) Results in terms of value-added, household earnings, and employment, and a description of each concept.

(d) Results by industry sector, with an assessment of possible adverse effects on sectors that compete with the subsidized company for in-state customers.

(e) Explicit identification of the project's effect on direct expenditure requirements in the state budget or any reduction in taxes or state revenues, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

(f) An additional assessment by the secretary of the Department of Economic Development regarding the extent to which the project would not have occurred but for the proposed state financial support. The secretary's assessment shall reference other business factors which contributed to the project activity occurring and factors which will be required for ongoing sustainability including but not limited to labor, transportation, energy, among others.

(g) Cost/benefit comparisons of the incentives in the package compared to the costs in the package shall be for the same period of time or the same term, both for the direct benefits to the state as well as the indirect benefits to the state.

(2)(a) The department shall submit the request for Joint Legislative Committee on the Budget approval of the project with the analysis to the committee for its review at least seventeen business days, or as permitted by the chairman, prior to the meeting for which the department is seeking the committee's approval. In the event that the chairman specifies a request submission period that is less than seventeen business days, the chairman shall notify all members of the committee of the revised submission time period. Presentation of the information required shall be in a format developed by the department in consultation with the Legislative Fiscal Office and the Joint Legislative Committee on the Budget.

(b) Upon receipt of the request, the Joint Legislative Committee on the Budget shall transmit the report to the legislative fiscal office for evaluation of the department's assessment and the legislative fiscal office shall make such information available to the committee during its review.

(3) For the purposes of this Section and notwithstanding any other provision of law to the contrary, "project" shall mean any public-private partnership, agreement with a nonpublic party, lease, cooperative endeavor agreement, memorandum of understanding, or other contractual agreement which would result in or is expected to result in the obligation of state resources or the expenditure of revenues from the operation, management, or control of a state resource for the purposes of engendering economic growth or development in the state through the utilization of certain incentives, including but not limited to tax exemptions, exclusions, deductions, repeals, rebates, incentives, abatements, or credits.

N.(1) The committee shall have a dedicated fund review subcommittee which shall review and make recommendations on special funds in the state treasury that dedicate state revenue.

(2) The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the dedicated fund review subcommittee. The committee shall provide that the membership of the subcommittee is bipartisan and diverse.

(3) No later than September 1, 2017, and every two years thereafter, the committee shall provide for the dedicated fund review subcommittee.

(4) The dedicated fund review subcommittee shall conduct the review of special funds and submit recommendations to the committee as required in R.S. 49:308.5.

Added by Acts 1976, No. 538, §3, eff. March 10, 1980. Acts 1984, No. 694, §1; Acts 1997, No. 738, §1; Acts 1997, No. 1465, §1, eff. July 15, 1997; Acts 1998, 1st Ex. Sess., No. 11, §1; Acts 2001, No. 894, §1, eff. June 26, 2001; Acts 2008, No. 842, §1, eff. July 8, 2008; Acts 2010, No. 861, §10; Acts 2013, No. 96, §2, eff. July 1, 2013; Acts 2014, No. 704, §1, eff. July 1, 2014; Acts 2017, No. 355, §1, eff. June 22, 2017; Acts 2018, No. 612, §8, eff. July 1, 2020; Acts 2019, No. 404, §16.

NOTE: See Acts 2019, No. 404, §§16 and 20 regarding the repeal of certain changes made to R.S. 24:653(N)(3) in Acts 2018, No. 612.

NOTE: See Acts 2018, No. 612 and Acts 2019, No. 404 providing for the effects of the conversion of certain dedicated funds to special statutorily dedicated fund accounts.



JOHN M. SCHRODER LOUISIANA STATE TREASURER

(225) 342-0010 www.latreasury.com

P.O. Box 44154 Baton Rouge, LA 70804

January 31, 2022

Honorable Jerome Zeringue, Chairman Joint Legislative Committee on the Budget Post Office Box 44486, Capitol Station Baton Rouge, LA 70804

Dear Representative Zeringue:

Attached is a spreadsheet detailing requests for back pay for Deputy Sheriffs' Supplemental Pay which has been approved by the Deputy Sheriff Supplemental Pay Board as per Act 110 of 1982. Please place this item on the agenda for the next meeting.

Total requested prior year funds: \$12,140.77.

If we may be of further assistance in this matter, please call me or Stacey Guilbeau (225) 342-0698.

Sincerely,

Laura Lapeze

Chairman, Deputy Sheriffs Supplemental Pay Board

LL/sg

Enclosures

No.	Parish	Deputy Name	Dates Owed	Amount		Reason	Addl Info
1	St. James	Woodrow St. Pierre	10/15/20-6/30/21	\$	4,279.31	removed from supplemental pay in error	Added to January reconciliation for retro due
2	St. John	Elton Breaux	1/1/21-6/30/21	\$	3,000.00	miscommuniation and received POST cert late	Added to December reconciliaton
-	St. John	Timothy Wilson	5/1/21-6/30/21	\$	1,000.00	sheriff department forgot to add at 1 yr anniversary	Added to December reconciliaton
4	St. Tammany	Lindsey Bretton	6/9/2021-6/30/21	\$	361.46	received documentation late	Added to October reconcilation
5		Jacob Winiarski	12/1/20-6/30/21	\$	3,500.00	removed from supplemental pay in error	Added to December reconciliaton

Grand Total \$1

\$12,140.77

Foley & Judell, l.l.p.

ATTORNEYS AND COUNSELLORS AT LAW

ONE CANAL PLACE SUITE 2600 365 CANAL STREET NEW ORLEANS, LOUISIANA 70130-1138 (504) 568-1249 • FAX (504) 565-3900 BATON ROUGE OFFICE ONE AMERICAN PLACE SUITE 1040, 301 MAIN STREET BATON ROUGE, LOUISIANA 70801 TELEPHONE (225) 923-2476 FAX (225) 923-2477

> DUDLEY C. FOLEY, JR. (1910-2006) LONNIE L. BEWLEY (1932-2009) HAROLD B. JUDELL (1915-2011) WILLIAM H. BECK, JR. (1928-2016)

OUR FILE NO:

February 3, 2022

Joint Legislative Committee on the Budget P.O. Box 44294 Baton Rouge, LA 70804

RE:

 \$121,250,000 of State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2022 Series A (the "2022 Bonds")

Dear Committee Members:

On behalf of the State Bond Commission (the "Commission"), please see enclosed a resolution for your consideration at the February 17, 2022 meeting of the Joint Legislative Committee on the Budget. This resolution authorizes the amendment of the Cooperative Endeavor Agreement executed in May 2009 with respect to which the Division of Administration agreed to pay, subject to appropriation, obligations and charges under certain hedge agreements in the event that there are insufficient Gasoline and Fuels Tax monies to make such payments related to certain Gasoline and Fuels Tax Second Lien Bonds. In 2009, there were four hedge agreements entered into with JPMorgan Chase Bank, N.A., Raymond James Financial Products, Inc., Citibank, N.A., and Merrill Lynch Capital Services, Inc. At this point, there are currently hedge agreements with JPMorgan Chase Bank, N.A., Raymond James Financial Products, Inc., and The Bank of New York Mellon Trust Company, N.A ("BNY Mellon").

The Commission is in the process of issuing the 2022 Bonds in order to refund the outstanding Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series D-2 (the "2017D-2 Bonds"), which must be refinanced no later than May 1, 2022. Furthermore, the swap hedge agreements with BNY Mellon relating to the 2017D-2 Bonds terminate on May 1, 2022, and action must be taken to amend or novate those swap agreements in order to eliminate the termination dates of May 1, 2022 and the termination payments (estimated at \$53 million). The proposed resolution provides for the novation of the swap hedge agreements with BNY Mellon to PNC Bank. The benefit of such novation is to eliminate the termination provisions, reduce collateral posting requirements, and accomplish the transition from LIBOR to an alternative interest rate. If such novation does not occur, the Commission would still expect to amend the swap hedge agreements to eliminate the termination provisions.

We will attend the JLCB meeting to answer any questions you might have about the foregoing.

Sincerely yours,

MereditoHaton

Meredith L. Hathorn

Enclosures

cc: Lela Folse, Director Louisiana State Bond Commission

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

A resolution approving Amendment No. 7 to Transportation Trust Fund Cooperative Endeavor Agreement in connection with the State of Louisiana's Gasoline and Fuels Tax Second Lien Revenue Bonds, and other matters relating thereto.

WHEREAS, the State Bond Commission (the "Commission") entered into a Transportation Trust Fund Cooperative Endeavor Agreement (the "Original CEA") among the Commission, the Division of Administration ("DOA") and the Department of Transportation and Development ("DOTD") dated as of December 1, 2008, as amended through Amendment No. 6 to Transportation Trust Fund Cooperative Endeavor Agreement dated as of March 1, 2017 (collectively, the "CEA"), pursuant to which Cooperative Endeavor Agreement the State has agreed, subject to appropriation, to make certain payments, including termination payments and regularly scheduled payments under the Hedge Agreements (as defined herein) if there are insufficient Gasoline and Fuels Taxes in the Debt Service Fund or Transportation Trust Fund available in the form of cash; and

WHEREAS, the Joint Legislative Committee on the Budget (the "Committee") approved the Original CEA and amendments thereto on November 20, 2008, June 23, 2009, May 17, 2013, April 16, 2014 and March 24, 2017; and

WHEREAS, the 2009 Bonds described in the Original CEA were designated as Gasoline and Fuels Tax Second Lien Revenue Bonds, 2009 Series A-1 (the "2009 Series A-1 Bonds"), Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-2 (the "2009 Series A-2 Bonds"), Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-3 (the "2009 Series A-3 Bonds"), and Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-4 (the "2009 Series A-4 Bonds"); and

WHEREAS, the 2009 Series A-2 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2010 Series A (the "2010 Series A Bonds"); and

WHEREAS, the 2009 Series A-1 Bonds and the 2010 Series A Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2013 Series B (the "2013 Series B Bonds"); and

WHEREAS, the 2009 Series A-4 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2013 Series C-1 Bonds (the "2013 Series C-1 Bonds"); and

WHEREAS, the Series 2009A-3 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2014 Series A (LIBOR Index) (the "2014 Series A Bonds"); and

WHEREAS, the Series 2013B-1 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series A (the "2017 Series A Bonds"); and

WHEREAS, the Series 2013B-2 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series D-1 (the "2017 Series D-1 Bonds"); and

WHEREAS, the Series 2014A Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series D-2 (the "2017 Series D-2 Bonds"); and

WHEREAS, as described in the Original CEA, the Commission executed forward starting interest rate swap agreements, as more fully described in Exhibit A to Amendment No. 1 to Transportation Trust Fund Cooperative Endeavor Agreement dated as of May 1, 2009 (the "Hedge Agreements"), with Raymond James Financial Products, Inc. (f/k/a Morgan Keegan Financial Products, Inc.) (including Deutsche Bank AG, New York Branch ("Deutsche Bank"), as credit support provider and as potential assignee or replacement transaction provider, "MKFP"), Merrill Lynch Capital Services, Inc. ("MLCS"), Citibank, N.A. ("Citi") and JPMorgan Chase Bank, N.A. ("JPMC"); and

WHEREAS, as described in Amendment No. 3, the Commission entered into a new Hedge Agreement with Jefferies Funding LLC, with third party credit support from The Bank of New York Mellon (collectively, "Jefferies") relating to the 2009 Series A-3 Bonds, which replaced the MLCS Hedge Agreement, and further, the Commission entered into a new Hedge Agreement with Wells Fargo Bank, N.A. ("Wells Fargo") relating to the 2009 Series A-4 Bonds, which replaced the Citi Hedge Agreement; and

WHEREAS, the MKFP Hedge Agreement and JPMC Hedge Agreement are in effect with respect to the 2013 Series B Bonds, and on July 25, 2013, the Jefferies Hedge Agreement pertaining to the 2009 Series A-3 Bonds was transferred and assigned to The Bank of New York Mellon ("BNY Mellon"), and the Hedge Agreement with Wells Fargo has been terminated and is no longer effective; and

WHEREAS, the 2017 Series D-2 Bonds are being refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2022 Series A (the "2022 Series A Bonds") as authorized by the Sixteenth Supplemental Gasoline and Fuels Tax Second Lien Revenue Bond Resolution (the "Sixteenth Supplemental Resolution") adopted by the Commission on January 20, 2022; and

WHEREAS, the Commission desires to novate the BNY Mellon Hedge Agreements relating to the 2017 Series D-2 Bonds and enter into new Hedge Agreements with PNC Bank relating to the 2017 Series D-2 Bonds, which are being refunded by the 2022 Series A Bonds or, in the alternative and if in the best interest of the State, to amend the interest rate payable under the BNY Mellon Hedge Agreements and eliminate the termination provision in said BNY Mellon Hedge Agreements; and

WHEREAS, pursuant to the Sixteenth Supplemental Resolution, the Commission authorized the novation and/or amendment of the BNY Hedge Agreements; and

WHEREAS, Amendment No. 1 clarified the names of the Hedge Agreements and recognized and agreed that such agreements are entitled in all respects to the benefits of the Original CEA; Amendment No. 2 reflected the refunding of the 2009 Series A-2 Bonds and replaced all references thereto with "2010 Series A Bonds;" Amendment No. 3 provided for the amended and novated MLCS Hedge Agreement and the interest rate swap agreement with Jefferies pertaining to the 2009 Series A-3 Bonds, and provided for the amended and novated Citi Hedge Agreement and the interest rate swap agreement with Wells Fargo pertaining to the 2009 Series A-4 Bonds; Amendment No. 4 reflected the refunding of the 2009 Series A-1 Bonds and the 2010 Series A Bonds and replaced all references thereto with "2013 Series B Bonds;" Amendment No. 5 reflected the refunding of the 2009 Series A-3 Bonds and replaced all references thereto with "2014 Series A Bonds," acknowledged the transfer of the Jefferies Hedge Agreement to BNY Mellon, deleted references to the Wells Fargo Hedge Agreement and redefined counterparties as JPMC, MKFP and BNY Mellon, and Amendment No. 6 reflected the refunding of the 2013 Series B-1 Bonds and provided that future refundings were entitled to the benefit of the CEA; and

WHEREAS, the Sixteenth Supplemental Resolution also approved the execution of all documents necessary to effectuate the provision of the Sixteenth Supplemental Resolution, which authorized the novation and/or amendment of the BNY Mellon Hedge Agreements, and Amendment No. 7 to Transportation Trust Fund Cooperative Endeavor Agreement ("Amendment No. 7") is necessary in order to reflect the terms described herein;

NOW, THEREFORE, BE IT RESOLVED by the Joint Legislative Committee on the Budget that:

SECTION 1. The Committee hereby approves Amendment No. 7 to Transportation Trust Fund Cooperative Endeavor Agreement in substantially the form presented at this meeting, with such changes as may be approved by Foley & Judell, L.L.P., as Bond Counsel, and Lamont Financial Services Corporation, as Municipal Advisor.

SECTION 2. This resolution shall become effective immediately upon its adoption.

This resolution was declared to be adopted on this, the 17th day of February, 2022.

AMENDMENT NO. 7 TO TRANSPORTATION TRUST FUND COOPERATIVE ENDEAVOR AGREEMENT

This AMENDMENT NO. 7 TO TRANSPORTATION TRUST FUND COOPERATIVE ENDEAVOR AGREEMENT ("Amendment No. 7") amends that certain Transportation Trust Fund Cooperative Endeavor Agreement dated as of December 1, 2008 (the "Original CEA"), as amended through Amendment No. 6 to Transportation Trust Fund Cooperative Endeavor Agreement dated as of March 1, 2017 (collectively, the "CEA"), by and among the following parties, and is dated as of March 1, 2022, for convenience purposes and identification:

(1) The LOUISIANA STATE BOND COMMISSION (the "Commission"), created pursuant to Article VII, Section 18 of the Constitution of the State of Louisiana, as amended (the "Constitution"), herein represented by its duly authorized and empowered Chairman;

(2) The **DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**, an agency of the State of Louisiana (the "DOTD"), herein represented by its duly authorized and empowered Secretary; and

(3) The **DIVISION OF ADMINISTRATION**, an agency of the State of Louisiana (the "Division"), herein represented by its duly authorized and empowered Commissioner of Administration (the "Commissioner").

WITNESSETH:

WHEREAS, as provided in Article VII, Section 27 of the Constitution and Act No. 16 of the First Extraordinary Session of the Louisiana Legislature of 1988 and R.S. 47:820.1 to 47:820.5, inclusive (collectively, the "Act"), the Commission is authorized to issue bonds to finance State Transportation System Costs as defined in the Resolution referred to below; and

WHEREAS, capitalized terms used in this Agreement and not specifically defined shall have the meanings given to them in the Amended and Restated State of Louisiana Gasoline and Fuels Tax Revenue Bond Resolution adopted by the Commission on August 15, 2002, as amended and supplemented to the date hereof (collectively, the "Resolution"); and

WHEREAS, pursuant to Article VII, Section 14(C) of the Louisiana Constitution and La. R.S. 33:9029.2, the State, the Commission and the Division are authorized to enter into cooperative endeavor agreements for public purposes; and

WHEREAS, the parties hereto entered into the Original CEA with respect to which the Division agreed to pay Hedge Obligations and Hedge Charges under the Hedge Agreements subject to appropriation in the event that there are insufficient Gasoline and Fuels Taxes in the Debt Service Fund or Transportation Trust Fund available in the form of cash to make such payments; and

WHEREAS, the 2009 Bonds described in the Original CEA were designated as Gasoline and Fuels Tax Second Lien Revenue Bonds, 2009 Series A-1 (the "2009 Series A-1 Bonds"), Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-2 (the "2009 Series A-2 Bonds"), Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-3 (the "2009 Series A-3 Bonds"), and Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-3 (the "2009 Series A-3 Bonds"), and Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-4 (the "2009 Series A-4 Bonds"); and

WHEREAS, the 2009 Series A-2 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2010 Series A (the "2010 Series A Bonds"); and

WHEREAS, the 2009 Series A-1 Bonds and the 2010 Series A Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2013 Series B (the "2013 Series B Bonds"); and

WHEREAS, the 2009 Series A-4 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2013 Series C-1 Bonds (the "2013 Series C-1 Bonds"); and

WHEREAS, the 2009 Series A-3 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2014 Series A (LIBOR Index) (the "2014 Series A Bonds"); and

WHEREAS, as described in the Original CEA, the Commission executed forward starting interest rate swap agreements (as more fully described in Exhibit A to Amendment No. 1 to Transportation Trust Fund Cooperative Endeavor Agreement dated as of May 1, 2009, the "Hedge Agreements") with Raymond James Financial Products, Inc. (f/k/a Morgan Keegan Financial Products, Inc.) (including Deutsche Bank AG, New York Branch ("Deutsche Bank"), as credit support provider and as potential assignee or replacement transaction provider, "MKFP"), Merrill Lynch Capital Services, Inc. ("MLCS"), Citibank, N.A. ("Citi") and JPMorgan Chase Bank, N.A. ("JPMC"); and

WHEREAS, as described in Amendment No. 3, the Commission entered into a new Hedge Agreement with Jefferies Funding LLC, with third party credit support from The Bank of New York Mellon (collectively, "Jefferies") relating to the 2009 Series A-3 Bonds, which replaced the MLCS Hedge Agreement, and further, the Commission entered into a new Hedge Agreement with Wells Fargo Bank, N.A. ("Wells Fargo") relating to the 2009 Series A-4 Bonds, which replaced the Citi Hedge Agreement; and

WHEREAS, the MKFP Hedge Agreement and JPMC Hedge Agreement are in effect with respect to the 2013 Series B Bonds, and on July 25, 2013, the Jefferies Hedge Agreement pertaining to the 2009 Series A-3 Bonds was transferred and assigned to The Bank of New York Mellon ("BNY"), and the Hedge Agreement with Wells Fargo has been terminated and is no longer effective; and

WHEREAS, the 2013 Series B-1 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series A (the "2017 Series A Bonds") and the MKFP Hedge Agreement and JPMC Hedge Agreement continue in effect; and

WHEREAS, the 2013 Series B-2 Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series D-1 (the "2017 Series D-1 Bonds"); and

WHEREAS, the 2014 Series A Bonds were refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2017 Series D-2 (the "2017 Series D-2 Bonds"); and

WHEREAS, the 2017 Series D-2 Bonds are being refunded by the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Refunding Bonds, 2022 Series A (the "2022 Series A Bonds") as authorized by the Sixteenth Supplemental Gasoline and Fuels Tax Second Lien Revenue Bond Resolution (the "Sixteenth Supplemental Resolution") adopted by the Commission on January 20, 2022; and

WHEREAS, the Commission, at the advice of their municipal advisor, Lamont Financial Services Corporation, desires to novate the BNY Mellon Hedge Agreements with respect to the 2017 Series D-2 Bonds, which are being refunded by the 2022 Series A Bonds, and enter into new Hedge Agreements with PNC Bank (the "New Novated Swap Provider") or, in the alternative and if in the best interest of the

State, to amend the interest rate payable under the BNY Mellon Hedge Agreements and eliminate the termination provision in said BNY Mellon Hedge Agreements; and

WHEREAS, Amendment No. 1 clarified the names of the Hedge Agreements and recognized and agreed that such agreements are entitled in all respects to the benefits of the Original CEA; Amendment No. 2 reflected the refunding of the 2009 Series A-2 Bonds and replaced all references thereto with "2010 Series A Bonds;" Amendment No. 3 provided for the amended and novated MLCS Hedge Agreement and the interest rate swap agreement with Jefferies pertaining to the 2009 Series A-3 Bonds, and provided for the amended and novated Citi Hedge Agreement and the interest rate swap agreement with Vells Fargo pertaining to the 2009 Series A-4 Bonds; Amendment No. 4 reflected the refunding of the 2009 Series A-1 Bonds and the 2010 Series A Bonds and replaced all references thereto with "2013 Series B Bonds;" Amendment No. 5 reflected the refunding of the 2009 Series A-3 Bonds and replaced all references thereto with "2014 Series A Bonds," acknowledged the transfer of the Jefferies Hedge Agreement to BNY Mellon, deleted references to the Wells Fargo Hedge Agreement and redefined counterparties as JPMC, MKFP and BNY Mellon; and Amendment No. 6 reflected the refunding of the 2013 Series B-1 Bonds and provided that future refundings were entitled to the benefit of the CEA; and

WHEREAS, all things necessary or proper to render this Amendment No. 7 a valid and binding obligation of the parties hereto have been done, and the signing, sealing, execution and delivery of this Agreement has been in all respects duly authorized.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

SECTION 1. <u>Agreement</u>. For all purposes of the Original CEA, as amended, and this Amendment No. 7, the term "Agreement" when used herein or in the Original CEA shall mean the Original CEA, as amended by and through this Amendment No. 7. Any hedge agreements that novate the BNY Mellon Hedge Agreements, including any hedge agreements with the New Novated Swap Provider, if applicable, shall be deemed to be a Hedge Agreement for all purposes of the CEA and the change in interest rate is hereby approved for all Hedge Agreements to be the alternative rate as prescribed by the Alternate Reference Rate Committee, a Federal Reserve led public-private partnership.

SECTION 2. <u>Counterparts</u>. This Amendment No. 7 may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 3. <u>Governing Law</u>. The Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

SECTION 4. <u>Venue</u>. The 19th Judicial District Court, East Baton Rouge Parish, State of Louisiana, shall be deemed to be the exclusive court of original jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement.

SECTION 5. <u>Amendments</u>. The Agreement may be amended only upon the written consent of all parties and the consent of the Division of Administration – Office of Contractual Review, the Joint Legislative Committee on the Budget and the Counterparties.

SECTION 6. <u>Swap Counterparties as Third Party Beneficiaries</u>. The rights and obligations set forth herein shall inure to the benefit of the parties hereto and to their respective successors and assigns to the extent permitted by the Original CEA, and to the benefit of the issuers of any credit enhancement devices (as defined in La. R.S. 39:1421(3)) and including MKFP, Deutsche Bank, BNY Mellon, JPMC,

and the New Novated Swap Provider, if applicable, who shall be considered as third party beneficiaries of this Agreement entitled to enforce the obligations of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 7 to be duly executed in multiple originals by their hereunder signed officers, each in the presence of the undersigned competent witnesses in the Parish of East Baton Rouge, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole, in various counterparts.

WITNESSES:		LOUISIANA STATE BOND COMMISSION
		By:Chairman
		DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
		By: Secretary
		DIVISION OF ADMINISTRATION
		By:Commissioner of Administration
APPROVED ON	, 2022	
BY: DIVISION OF ADM OFFICE OF STATE		
By:		
Title:		

[SIGNATURE PAGE – AMENDMENT NO. 7 TO TRANSPORTATION TRUST FUND COOPERATIVE ENDEAVOR AGREEMENT]



Purchasing Office

P.O. Box 40197 Lafayette, LA 70504-0197 Office: (337) 482-5396 Fax: (337) 482-5059

Université des Acadiens

January 14, 2022

Ms. Sherry Phillips-Hymel Director, Senate Fiscal Services Joint Legislative Committee on the Budget P.O. Box 44294 Baton Rouge, LA 70804

RE: Submitting Agency – University of Louisiana at Lafayette Contractor – Ellucian Company L.P. Agreement Name – PST Log #20 12 007, Amendment #5 to the Software License, Hosting Services and Maintenance Agreement

Dear Ms. Phillips-Hymel:

Please consider this justification for the University of Louisiana at Lafayette to amend the current three (3) year Software License, Hosting Services and Maintenance Agreement with Ellucian Company L.P. (Ellucian) for an additional two (2) years. The extension is being requested as required per Louisiana R.S. 39:198(M).

The above written agreement was approved by the Office of State Procurement as a sole source agreement to provide the University's Enterprise Resource Planning (ERP) System, other software component systems, and Hosting Services for the University of Louisiana at Lafayette as licensed from Ellucian.

The licensing is a continuation of software necessary as a continuation of support for the maintenance, upgrade and monitoring of the University systems. This extension will allow the University to maintain the current pricing for an additional two (2) years which provides savings to the State of Louisiana and the University. The University has had much success utilizing this resource through the baseline implementation of the systems licensed through Ellucian and would like to take advantage of the current momentum and energy to make additional progress.

The University has also purchased several additional pieces of software that augment the existing systems from Ellucian which will add new functionality into the originally implemented "stack". The extension of the contract will allow the University to keep the pricing in check over the next two (2) years of the newly purchased pieces. Given the implementation complexity and the University resources required to support these products, we believe that two (2) additional years is necessary and adequate to reduce risk and assure continued success.

Your cooperation in this regard is greatly appreciated. Please do not hesitate to contact Kristi Montet with any questions or if you need further information by email at <u>Kristi.montet@louisiana.edu</u> or by phone at (337) 482-5201.

Sincerely,

DS

KLM

-DocuSigned by:

Marie Frank Marie C. Frank, MPA, CPPB Assistant Vice President of Administration and CPO

MCF/klm

AMENDMENT #5 TO SOFTWARE LICENSE, HOSTING SERVICES AND MAINTENANCE AGREEMENT

THIS AMENDMENT #5 TO SOFTWARE LICENSE, HOSTING SERVICES AND MAINTENANCE AGREEMENT ("Amendment") is made by and between **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (hereinafter referred to as "Client") and **ELLUCIAN COMPANY L.P.** ("Ellucian"), having its principal place of business at 2003 Edmund Halley Dr., Suite 500, Reston, VA 20191.

Recitals

WHEREAS, Client and Ellucian entered into that certain Software License, Hosting Services and Maintenance Agreement with an Execution Date of December 19, 2019 ("PST Log #20 12 007"), the Term of which is presently scheduled to expire on June 30, 2022; and

WHEREAS, pursuant to Amendment #1 to PST Log #20 12 007 dated April 16, 2020 ("Amendment #1"), Client licensed 8,000 Folio reports for use with Ellucian Travel & Expense Management Powered by Chrome River Cloud Software for a Term which is presently scheduled to expire on June 30, 2022; and

WHEREAS, pursuant to Amendment #2 to PST Log #20 12 007 dated September 12, 2020 ("Amendment #2"), Client licensed additional Ellucian CRM Premium and CRM Lite Named Users for use with Ellucian CRM Advise Cloud Software for a Term which is presently scheduled to expire on June 30, 2022; and

WHEREAS, pursuant to Amendment #3 to PST Log #20 12 007 dated June 25, 2021 ("Amendment #3"), Client licensed five (5) blocks of Address Validations US and Canada for use with Ellucian CRM Advance Cloud Software for a Term which is presently scheduled to expire on June 30, 2022; and

WHEREAS, pursuant to Amendment #4 to PST Log #20 12 007 dated December 11, 2021 ("Amendment #4"), Client acquired additional hosting services for PaymentWorks Software and increased the amount of memory for use with Banner Document Management Software for a Term which is presently scheduled to expire on June 30, 2022 (as used herein any reference to the "Agreement" shall mean PST Log #20 12 007 and Amendments #1 through #4, collectively); and

WHEREAS, Ellucian will no longer license Cloud Software known as Ellucian Talent Management by Cornerstone OnDemand, Inc. ("Cornerstone") as of June 30, 2022 such that Client will be required to acquire a license for such Cloud Software directly from Cornerstone for continued use of Talent Management Cloud Software beyond June 30, 2022; and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to extend the Term of the Agreement for a period of two additional years (i.e., through June 30, 2024); and

WHEREAS, Client has secured approval from the Joint Legislative Committee on the Budget ("JLCB") or other approval authorized by law to extend the Term of the Agreement for two (2) additional twelve (12) month periods on the same terms and conditions.

Amendment

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Effective July 1, 2022, Client's license to access and use Ellucian Talent Management Cloud Software is terminated. Accordingly, neither party shall owe the other any prospective obligations with respect to Ellucian Talent Management Cloud Software beyond June 30, 2022.

2. The Term of the Agreement is hereby extended for a period of two additional years through June 30, 2024, and any reference to an "end date" within the Agreement shall mean "June 30, 2024."

3. The "Expiration Date" defined in Section 1.1 of PST Log #20 12 007 is hereby redefined as "June 30, 2024."

- 4. The License Addendum contained within PST Log #20 12 007 is hereby amended to reflect the following:
 - The Expiration Date specified within Table 1 Cloud Software is redefined as June 30, 2024; except for Ellucian Talent Management Cloud Software which is terminated effective July 1, 2022 as discussed in Section 1 of this Amendment.
 - The Expiration Date specified within Table 2 Renewal and Realignment of Certain Cloud Software is redefined as June 30, 2024; and
 - The Expiration Date specified within Table 3 Additional Cloud Software is redefined as June 30, 2024; except for Ellucian Talent Management Cloud Software which is terminated effective July 1, 2022 as discussed in Section 1 of this Amendment.

5. The Maintenance and Support Services Addendum contained within PST Log #20 12 007 is hereby amended to reflect the following:

• The Expiration Date specified within Table 4 – Maintenance and Support Services is redefined as June 30, 2024.

6. The Application Hosting Services Addendum (the "AHS Addendum") contained within PST Log #20 12 007 is hereby amended to reflect the following:

• The Expiration Date specified in Section 3.0 of the AHS Addendum is redefined to mean June 30, 2024.

7. Effective July 1, 2022, the Payment Schedules contained within the Agreement are hereby superseded and replaced by the Payment Schedule attached to this Amendment as Attachment A.

8. This Amendment #5, together with the Agreement (as previously amended in writing), supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

9. This Amendment may be supplemented, amended, or modified <u>only</u> by the mutual agreement of the parties, which mutual agreement shall be binding if and <u>only if</u> reduced to writing and signed by both parties.

10. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Amendment (including any prior amendments thereto), the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

LLUCIAN		ONIVERSIT		
By:		By:		
	Authorized Signature		Authorized Signature	
Name:		Name:		
	Printed		Printed	
Title:		Title:		
	Printed		Printed	
Date:		Date:		

UNIVERSITY OF LOUISIANIA AT LAFAVETTE

The last date of signature above is the "Execution Date" of this Amendment #5.

ELLICIAN COMDANIVI D

ATTACHMENT A

PAYMENT SCHEDULE

The following Payment Schedule summarizes the payments due from UL Lafayette under the Agreement as of the Execution Date of this Amendment #5: ¹

Month	FY 2022-23	FY 2023-24
July	\$1,519,407	\$1,556,186
August	\$85,431	\$85,431
September	\$85,431	\$85,431
October	\$85,431	\$85,431
November	\$85,431	\$85,431
December	\$85,431	\$85,431
January	\$85,431	\$85,431
February	\$85,431	\$85,431
March	\$85,431	\$85,431
April	\$85,431	\$85,431
Мау	\$85,431	\$85,431
June	\$85,431	\$85,431
ANNUAL		
TOTALS:	\$2,459,148	\$2,495,927
TOTAL:		\$4,955,075

Notes:

¹ For the avoidance of doubt, the payments reflected in this Payment Schedule represent the anticipated payment amounts for all Licensed Software, Cloud Software, Maintenance and Support Services fees, and Application Hosting Services fees identified in the Agreement as of the Execution Date of this Amendment #5 through an end date of June 30, 2024, and all fees shall remain subject to increase in accordance with the terms of the Agreement, including but not limited to the terms of Section 1.10 of PST Log #20 12 007. Ellucian will issue invoices for the payments in accordance with the Payment Terms specified within the Agreement. In the event of a conflict or inconsistency between the payments summarized in this Payment Schedule and the payments due under the written terms and conditions of the Agreement, the written terms and conditions of the Agreement will control over the payments summarized in this Payment Schedule.

SOFTWARE LICENSE, HOSTING SERVICES AND MAINTENANCE AGREEMENT PST LOG #20 12 007

This Software License, Hosting Services and Maintenance Agreement ("Agreement" or "Contract") is made as of the Execution Date by and between **University of Louisiana at Lafayette** ("UL Lafayette") and **Ellucian Company L.P.** ("Contractor" or "Ellucian"). The Agreement sets forth the terms and conditions whereby Contractor agrees to provide to UL Lafayette and UL Lafayette agrees to acquire from Contractor, licensed software products, hosting services and associated software maintenance and support services. The intent of this Agreement is to address all license software products (including product maintenance and support), all third party products, and all hosting services that will be acquired by UL Lafayette. As used herein, any reference to "Parties" shall mean to UL Lafayette and Ellucian as the case may be.

The term of this Software License, Hosting Services and Maintenance Agreement is thirty-one (31) months from December 1, 2019 through June 30, 2022(the "**Term**"), unless otherwise terminated in accordance with the termination provisions of this Agreement. At the option of UL Lafayette and acceptance by the Contractor, this Agreement may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed fifty-five (55) months.

Prior to the extension of this Agreement beyond the initial Term, prior approval by the Joint Legislative Committee on the Budget ("JLCB") or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement ("OSP") to extend the contract terms beyond the initial Term.

Certain addenda, exhibits, and supplements are attached to or referenced in this Contract (see Section 1.1 and Article II below). This Agreement and the associated Addenda constitute the entire agreement between the Parties with respect to the subject matter and specifically supersede the terms and conditions of any "shrink-wrap" agreement forms which may accompany Contractor's Licensed Software and/or Licensed Material or which have been previously in force between UL Lafayette and Contractor.

ARTICLE I – DEFINITIONS, GRANTS

1.1 <u>Definitions</u>.

The term **"2014 Agreement"** shall mean the original Software License, Hosting Services and Maintenance Agreement bearing an Execution Date of December 9, 2014, including prior amendments thereto, under which UL Lafayette previously acquired licenses to certain Software from Ellucian. This Agreement is intended to replace and supersede the 2014 Agreement, including but not limited to prior amendments and agreements thereto for the Cloud Software identified in Tables 1 and 2 of this Agreement, for the Term herein stated. Any and all perpetual software licenses granted under the 2014 Agreement shall remain subject to the terms and conditions stated therein.

The term "**Addenda**" means the License Addendum (including Exhibits 1-4 thereto), the Maintenance and Support Services Addendum (including Exhibits 1 and 2 thereto), the Application Hosting Services Addendum (including Attachment 1, Schedules A-C), and the Payment Schedule referenced herein, as well as all Software Supplements attached to this Contract.

The term "Agreement" or "Contract" shall both mean the same thing and refer to all of the contents of the Agreement and all associated Addenda attached hereto and/or referenced herein.

The term "**Baseline**" shall mean the general release version of the Licensed Software, as updated to the particular time in question through both Contractor's warranty services and through Maintenance and Support, but without any other modification whatsoever.

The term **"Beginning Date**" shall mean December 1, 2019. The parties intend that this Agreement shall have retroactive effect notwithstanding execution after December 1, 2019.

The term "**Client Data**" means all electronic data or information submitted by UL Lafayette to the Cloud Software, including without limitation any "**Client PII**" (meaning, personally identifiable information of UL Lafayette's students, faculty and employees that is regulated by various state and federal laws and regulations).

The term "Cloud Contract Year" means, with respect to Cloud Software identified in this Contract, each period of twelve (12) consecutive months beginning on July 1 and ending on June 30 during the Cloud Software Term.

The term "**Cloud Software**" means the Software or Component System(s) (as identified in Tables 1-3 of the License Addendum attached hereto) which is provisioned in, and made available from, a remote environment as described more particularly herein. The term Cloud Software replaces the previously-used term "Subscription Services" used in the 2014 Agreement.

The term "**Cloud Software Term**" shall each mean the period from the Beginning Date through and including the Expiration Date. Effective on the Expiration Date, the Cloud Software Term will end without any further action by either Party hereto, after which time neither Party will owe the other any further obligations hereunder except as expressly set forth herein.

The term "**Computer Virus**" shall mean any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, the operation of a computer program or computer system.

The term "Contractor Confidential Information" shall mean all research and development information related to Professional Services, Licensed Software, Hosting Services, or Licensed Material; the Licensed Software; the Licensed Material; Intellectual Property; software; computer code or instructions (including source and object code listings, program logic, algorithms, subroutines, modules, compilations, sequencing, "look and feel" or other subparts of computer programs and related documentation, including program notation); ideas, concepts, know-how, methods, techniques, structure, drawings; trade secrets and any other information or materials that have not been made available to the general public.

The term "**Contract Year**" means, with respect to Maintenance and Support Services identified in this Contract, each period of twelve (12) consecutive months beginning on July 1 and ending on June 30 through the Expiration Date. Based upon the anticipated Execution Date hereof, the initial Contract Year will be a partial one from the Beginning Date through June 30, 2020.

The term "Data Protection Addendum" shall mean the terms and conditions stated in Exhibit 4 to the License Addendum.

The term "**Deliverable**" shall mean any Licensed Software product, Licensed Material, software, document, task, or other thing or work effort specifically identified by UL Lafayette as an obligation of the Contractor to deliver to UL Lafayette as part of this Agreement.

The term "Delivery Address" shall mean the address specified in a License Addendum.

The term "**Delivery Date**" shall mean, for each Licensed Software product, the date on which Contractor ships the Licensed Software system to the Delivery Address F.O.B. Contractor's place of shipment (generally, Malvern, Pennsylvania). Notwithstanding the foregoing, Contractor shall be responsible for the Licensed Software Systems until it is received by UL Lafayette.

The term "Documentation" means the on-line and hard copy functional and technical specifications that

Ellucian provides for the Cloud Software and that describe the functional and technical capabilities of the Cloud Software.

The term "**Enhancement**" means general release, as opposed to custom, changes to the Baseline Licensed Software which increase the functionality of the Baseline Licensed Software.

The term "**Equipment**" shall mean the host(s) or client server(s) configuration and /or combinations of host(s) and client server configuration(s), with all Contractor-required third party databases and hardware/software peripherals; all located at UL Lafayette's Operating Facility, within the United States of America and for which Contractor supports the Licensed Software.

The terms "**Errors**", "**Defects**", and "**Omissions**" shall mean and include deviations within the Licensed Software which prevent its successful operation in accordance with the Licensed Material.

The term "Expiration Date" means June 30, 2022.

The term "**Full Time Equivalent**" or "**FTE**" is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value. The term "**Contracted FTE**" is discussed in Section 1.10 below (in the context of price escalation) and is identified, where applicable, in the notes related to specific Cloud Software in Tables 1-3.

The term "**HOSAL**" means Hosted Oracle Subscription Access as identified in Tables 1 and 3 to the License Addendum. The Cloud Software Term applicable to HOSAL will continue and remain in full force and effect until its conclusion, in accordance with the terms stated herein. Without limitation to any other limitations and/or restrictions as provided for in the License Addendum, UL Lafayette's access and use of the HOSAL is limited to the applicable user/equipment configuration limitations specified in Oracle Software Detail Table A and Oracle Software Detail Table B in **Exhibit 3** to the License Addendum. HOSAL will terminate upon: (i) a termination for cause as described in Section 9.1 of the Agreement, (ii) a termination for the availability of funds as described in Section 9.2 of the Agreement, or (ii) an automatic termination as the result of the termination of the Hosting Services, as described in the section titled <u>Termination of HOSAL Upon Termination of HOSAL Upon Termination of HOSAL Upon Termination</u> of Hosting Services Term within Exhibit 3 below. Without limitation, nothing in this License Addendum will be interpreted to give UL Lafayette the right, and UL Lafayette will not have the right, to terminate HOSAL prior to the Expiration Date.

The term "Hosting Services" means the hosting services provided by Contractor as described in the SOW attached as part of the Application Hosting Services Addendum.

The term "Intellectual Property" and "IP" shall mean the same thing and shall mean all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks, service marks and Confidential Information.

The term "Licensed Material" shall mean any and all Contractor-provided user, programmer and help desk material and documentation, in hard copy and electronic format, to assist UL Lafayette in the understanding, application, maintenance, or use of the Licensed Software which are actually delivered to UL Lafayette by Contractor pursuant to and/or during the term of this Agreement, and any updates, upgrades, substitutions, replacements, enhancements, improvements, or modifications thereof. Contractor will not remove features of functionality except where the business object of such feature or functionality is achieved by the Baseline Licensed Software in an alternate manner or where such feature is no longer generally required by those licensees of the Baseline Licensed Software in question.

The term "Licensed Software" shall mean any and all computer programs, which are identified in the attached

License Addendum, including all copies of source code (if provided), object code and all updates, Upgrades, corrections, additions, enhancements, improvements, or modifications thereof, and all Intellectual Property for such Licensed Software.

The term "Maintenance" means providing corrections of and/or Workarounds for Errors, Defects and Omissions.

The terms "**Maintenance and Support Services**" and "**Improvements**" shall each mean the provision of Maintenance, Enhancements and New Releases as detailed in Article VII and the Maintenance and Support Services Addendum.

The term "New Releases" means new editions of the Baseline Licensed Software.

The term "**Notification**" means a communication to Contractor's ActionLine by means of: (i) Contractor's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Contractor's then-current policies and procedures for submitting such communications.

The term "**Priority One – Critical Issue Call**" means a telephone call from UL Lafayette to Contractor's ActionLine reporting that it believes that an Error, Defect, or Omission has occurred that: (1) renders the Licensed Software inoperative; or (2) causes the Licensed Software to fail catastrophically.

The term "**Priority Two – Urgent Issue Call**" means a telephone call from UL Lafayette to Contractor's ActionLine reporting that it believes that an Error, Defect, or Omission has occurred that affects performance of the Licensed Software and has a material impact on UL Lafayette's ability to use the Licensed Software, but does not prohibit UL Lafayette's use of the Licensed Software.

The term "**Priority Three – Significant Issue Call**" means a telephone call from UL Lafayette to Contractor's ActionLine reporting that it believes that an Error, Defect, or Omission has occurred that causes a significant impact on the use of the Licensed Software and is neither Critical nor Urgent.

The term "**Priority Four – Standard Issue Call**" means a telephone call from UL Lafayette to Contractor's ActionLine reporting that it believes that an Error, Defect, or Omission has occurred that causes an impact on the use of the Licensed Software and is neither Critical nor Urgent.

The term **"Self-Help Code**" shall mean any back door; time bomb; drop dead device; any software, hardware, electronic or other security mechanism; any computer virus or other disablement, de-installation, deactivation, damage, or deletion mechanism; or other routine designed to disable or hinder or that shall hinder UL Lafayette's freedom to use or physically and electronically transport the Licensed Software within UL Lafayette's computing facilities, including software designed to be disabled with password protection, CPU serial number validation or dependency, electronic initialization protection, time-dependent execution, the passage of time or Licensed Software placed under the positive control of a person or party other than UL Lafayette.

The term **"Service Level Agreement**" and **"SLA**" both mean the Service Level Agreement applicable to certain Ellucian-proprietary Cloud Software provided under this Contract as detailed in **Exhibit 2** to the License Addendum. Ellucian will provide the Cloud Software consistent with Exhibit 2 to the License Addendum except as to (i) Ellucian Travel and Expense Management Powered by Chrome River Cloud Software and (ii) other Cloud Software for which a different service level agreement is provided for in a Software Supplement.

The term "**Software Supplement**" means, with respect to Licensed Software, the addenda, attachments, and exhibits referenced herein that contain additional terms, conditions, limitations and/or other information pertaining to that Licensed Software. If any terms of a Software Supplement conflict with any other terms of this Agreement, the terms of the Software Supplement will control. In the event that any Supplement terms

change, it must be agreed to in writing by both UL Lafayette and Contractor. Contractor confirms that it is responsible for any third party product licensed under this Agreement, pursuant to the terms of this Agreement, as they may be modified by a Software Supplement.

The term "State" shall mean the State of Louisiana.

The term "Third Party Component Providers" means third parties utilized by Ellucian to provide components of the Cloud Software.

The term "**UL Lafayette**" shall mean any business unit, division, department, or agency of University of Louisiana at Lafayette.

The term "**UL Lafayette Confidential Information**" shall mean all financial, statistical, personal, technical and other data and information relating to UL Lafayette's operations and any other information or materials that have not been made available to the general public.

The term "**UL Lafayette Operating Facility**" shall mean a group of one or more buildings where UL Lafayette conducts business which are physically adjacent or are connected by physical, logical or communications connections and managed and operated centrally through the use of remote management technology.

The term "**Update**" means at least one (1) copy of the new published changes containing the packaged revisions to the Licensed Software and to the documentation. These Updates could be patches, releases, versions, etc.

The term "**Workaround**" means an avoidance procedure acceptable to UL Lafayette that will enable the continued use of the Licensed Software in question without a material adverse impact on UL Lafayette's day-to-day business operations.

1.2 License Grant – Additional Perpetual Software. [RESERVED]

1.3 License Grant – Cloud Software.

- (a) <u>Cloud Software (Table 1)</u>. For the Cloud Software identified in Table 1 of the License Addendum attached hereto, and only during the Cloud Software Term, Ellucian grants UL Lafayette a non-exclusive, nontransferable license to access and use the Cloud Software for UL Lafayette's internal use only. The license is further subject to the usage parameters identified in the License Addendum and any Software Supplement(s) identified therein.
- (b) <u>Cloud Software (Table 2)</u>. For the Cloud Software identified in Table 2 of the License Addendum attached hereto, and only during the Cloud Software Term, Ellucian grants UL Lafayette a non-exclusive, non-transferable license to access and use the Cloud Software for UL Lafayette's internal use only. The license is further subject to the usage parameters identified in the License Addendum and any Software Supplement(s) identified therein.
- **1.4** <u>License Grant Additional Cloud Software (Table 3)</u>. For the Cloud Software identified in Table 3 of the License Addendum attached hereto, and only during the Cloud Software Term, Ellucian grants UL Lafayette a non-exclusive, non-transferable license to access and use the Cloud Software for UL Lafayette's internal use only. The license is further subject to the usage parameters identified in the License Addendum and any Software Supplement(s) identified therein.
- **1.5** <u>**Right to Grant License and Ownership/Reservation of Rights.**</u> Ellucian has the right to grant UL Lafayette the licenses to use the Licensed Software (including Cloud Software) as described herein. Except as otherwise indicated in a Software Supplement, Ellucian owns all right, title, and interest in and to the Licensed Software

(including Cloud Software), including all Intellectual Property Rights therein. The licenses granted with respect to Cloud Software includes the right for UL Lafayette to allow UL Lafayette's prospective students, students, parents of students, alumni, faculty, and administration having a need to know to access the screen displays of the Cloud Software on a web-enabled basis for the purpose of viewing, inputting and/or querying data within the scope of UL Lafayette's permitted use of such Cloud Software. UL Lafayette shall be the exclusive owner of all Client Data provided hereunder. Any rights not expressly granted by Ellucian hereunder are expressly reserved by Ellucian.

- 1.6 Export Restrictions. The Licensed Software is licensed subject to US export control laws. UL Lafayette will not allow the Licensed Software, in whole or in part, to be exported or used outside of the United States or otherwise exported or used in violation of United States law; however, UL Lafayette may permit access (as described in the Included Rights of Use Section) from outside of the United States subject to compliance with United States and local law. UL Lafayette is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Licensed Software to any country to which the United States has embargoed goods.
- **1.7** [RESERVED]
- **1.8** Disaster Recovery. Except as otherwise may be set forth in a Software Supplement, the right to use Licensed Software shall include the right to use the Licensed Software on one or more CPU's or servers at any of UL Lafayette's or third party operated disaster recovery facilities for temporary disaster/recovery testing and/or processing.
- 1.9 United States Government Rights. UL Lafayette may not acquire Cloud Software on behalf of the United States Government or any United States Government agency without Ellucian's prior written consent. The Cloud Software was developed fully at private expense and is a "Commercial Item" (as that term is defined in 48 C.F.R. 2.101 (OCT 2010)). UL Lafayette's right to use the Cloud Software is subject to (i) if acquired on behalf of a civilian agency, this Agreement as specified in 48 C.F.R. 12.212 (Computer Software), 48 C.F.R. 12.211 (Technical Data), and Part 27.405-3 of the Federal Acquisition Regulation ("FAR") and its successors, or (ii) if acquired on behalf of any agency within the Department of Defense ("DOD"), this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors, consistent with 48 C.F.R. 227.7202.
- **1.10** <u>Price Escalators</u>. The annual fee for Cloud Software and Hosting Services set forth in this Contract will not increase during the initial Term except as stated below. All additional fees will be in effect for the remainder of the Term.
 - 1.10.1 *FTE.* Wherever pricing for Cloud Software is identified as based upon a specific FTE number, the license to such Cloud Software allows Client to use that Cloud Software for not more than the "**Contracted FTE**" identified in the notes applicable to such Cloud Software. For the avoidance of doubt, the following terms of this Section 1.10.1 shall not apply to Cloud Software unless identified as being priced based upon FTE (see Note 12 under Table 1 of the attached License Addendum). Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by UL Lafayette of such fee, UL Lafayette's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, UL Lafayette will in no event be due a credit, refund or fee reduction in the event that UL Lafayette's actual FTE decreases below the Contracted FTE at any time during the Cloud Software Term. UL Lafayette agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining UL Lafayette's then-current FTE.

- 1.10.2 Applications The Applications for which the Hosting Services are provided are listed in Schedule A to the Hosting Services Addendum. Additional Applications will <u>not</u> be hosted under this Agreement without the execution of an amendment by duly authorized representatives of each Party, and the payment by UL Lafayette of the applicable associated fees.
- 1.10.3 Integrations Integrations covered by the Hosting Services are listed in Schedule A to the Hosting Services Addendum, and integrations covered by the Cloud Software are identified in Tables 1-3, as applicable. Additional integrations, integration paths and/or interfaces will <u>not</u> be covered or supported under this Agreement without the execution of an amendment by duly authorized representatives of each Party, and the payment by UL Lafayette of the applicable associated fees.
- 1.10.4 *3rd Party Escalators* Additional fees charged by third party providers due to changes in the fee calculator applied to Cloud Software or to installed Hosting Services will be added to the fees payable hereunder. By way of example, if a third party database license fee calculator is changed during the Hosting Services Term (or the Software Term) resulting in increased fees for the applicable configuration used in the Hosting Services (or used for the Cloud Software), then such fee increase(s) will be added to the Hosting Services fee (or Cloud Software fees).
- 1.10.5 *Extraordinary Resource Requirements* Cloud Software and Hosting Services are provisioned to maintain reasonable performance levels under normal usage. Performance may be impacted if UL Lafayette does not disclose relevant information during the discovery process, or if UL Lafayette does not implement practices recommended by Ellucian. Ellucian is not responsible for performance issues caused by UL Lafayette's failure to provide proper discovery, or UL Lafayette's failure to implement recommended practices. Additional resources will <u>not</u> be provided under this Agreement to remedy such performance issues without the execution of an amendment by duly authorized representatives of each Party, and the payment by UL Lafayette of the applicable associated fees.
- 1.10.6 Annual Escalation With Respect to Certain Cloud Software Beginning July 1, 2020, annual subscription fees payable with respect to Ellucian Payment Center by TouchNet Cloud Software (as identified in Table 1) will increase annually by four percent (4%) over the annual subscription fees payable for the immediately preceding Cloud Contract Year. Beginning July 1, 2020, annual subscription fees payable with respect to Financial Aid FM Need Analysis and the HOSAL fees as identified in Table 1 will increase annually by five percent (5%) over the annual subscription fees payable for the immediately preceding Cloud Contract Year. Effective July 1, 2022, annual subscription fees payable for Ellucian CRM Advance Enterprise and Ellucian Analytics (as identified in Table 2) will increase by seven percent (7%) over the annual subscription fees payable for the immediately preceding Cloud Contract Year (but will not increase again thereafter through the remainder of the Cloud Software Term).
- 1.11 Use of Client Data. Ellucian shall have the right to (a) use, store, process, modify, reproduce, distribute and display client data, and to grant sublicenses to third parties, solely for the purposes of providing the software, performing Ellucian's obligations under the Contract (including the Addenda) and complying with applicable law or legal requirements; (b) to use, store, process, modify and reproduce client data for Ellucian's internal business purposes, including development, diagnostic, forecasting, planning, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services; and (c) to use, store, process, modify, reproduce, display, perform, distribute, disclose and otherwise exploit Aggregated Data in any manner for Ellucian's business purposes, including disclosure within its public statements and marketing materials describing and/or promoting Ellucian, including data pertaining to the Software and Services, Ellucian's systems and Software and Services, and the use of any of the foregoing, and includes data derived from client data and data that has been combined into databases which include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer. Aggregated Data includes data that has been combined into databases which include

third party data.

1.12 Personal Data. To effect the purposes of this Contract and/or a subsequent Order Form, UL Lafayette may from time to time provide Ellucian with certain personal data (UL Lafayette representing that it has the right to do so in each such instance) of UL Lafayette's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of this Contract and/or the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Data Protection Addendum (Exhibit 4).

ARTICLE II – LIST OF ADDENDA

- 2.1 Addenda Included In This Contract. This Contract consists of the License Addendum, the Maintenance and Support Services Addendum, and the Application Hosting Services Addendum, including all Tables therein and all Exhibits, Schedules, and Software Supplements referenced therein.
 - The License Addendum identifies the Licensed Software and Cloud Software for which Ellucian grants a license for UL Lafayette's use thereof and the fees payable therefor. The License Addendum includes the following:
 - Table 1 identifies certain Cloud Software (originally licensed under the 2014 Agreement) for which 0 UL Lafayette is granted a license effective December 1, 2019 (as further described in Section 1.3(a)) through the Cloud Software Term.
 - Table 2 identifies certain Cloud Software (originally licensed under amendments to the 2014 0 Agreement) for which UL Lafayette is granted a license effective December 1, 2019 (as further described in Section 1.3(b)) through the Cloud Software Term.
 - Table 3 identifies certain additional (new) Cloud Software for which UL Lafayette is granted a license effective December 1, 2019 (as further described in Section 1.4) through the Cloud Software Term. Exhibits 1 - 4.
 - 0
 - The Maintenance and Support Services Addendum identifies the Maintenance and Support Services to be provided by Ellucian during the Term with respect to certain Licensed Software and the fees payable by UL Lafayette for such Maintenance and Support Services (as such Maintenance and Support Services are further described herein (see Article VII)). The Maintenance and Support Services Addendum includes the following:
 - Table 4 identifies the parties' obligations with respect to Maintenance and Support Services for certain Licensed Software originally licensed under the 2014 Agreement.
 - Exhibits 1 and 2. 0
 - The Application Hosting Services Addendum (also referred to herein as the "AHS Addendum") identifies the Hosting Services which Ellucian shall provide to UL Lafayette and the fees payable by UL Lafayette for such Hosting Services during the Term. The AHS Addendum includes the following:
 - Attachment I (including Schedules A C).
 - The Monthly Payment Schedule attached as the final page of this Contract.

ARTICLE III – LICENSE DELIVERY

- 3.1 [RESERVED]
- License Software Delivery Cloud Software (Tables 1-3). UL Lafayette presently has access to and use of the 3.2 Cloud Software identified in Table 1; accordingly, there is no new delivery obligation with respect to such Cloud Software. With respect to the Cloud Software identified in Tables 1 - 3, Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with this Agreement (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing Cloud Software under this Agreement, Ellucian may use a combination of remote services, centralized services, and onsite services,

using personnel worldwide.

ARTICLE IV – SOFTWARE SUPPORT SERVICES FOR CLOUD SOFTWARE

4.1 Software Support Services for Cloud Software; Backup and Disaster Recovery. During the Cloud Software Term, as part of the annual Subscription Fees set forth in Tables 1-3, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards in Exhibit 1 to the License Addendum. For the avoidance of doubt, with respect to the Cloud Software licensed under this Contract, Maintenance and Support Services for the Cloud Software are provided during the Cloud Software Term without payment of separate fees. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. The retention of this backup data is separated into the following components:

- Database backups will be retained for three (3) months
- *Point in Time* backups will be retained for one (1) week

At the end of these durations, the oldest copies of files will be deleted.

UL Lafayette may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to UL Lafayette for secure download on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be UL Lafayette's responsibility to retrieve those files in a timely manner.

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon UL Lafayette's written request, provide UL Lafayette with a summary of the most recent results. <u>Note</u>: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined in Exhibit 2 to the License Addendum.

ARTICLE V – PAYMENT

5.1 [RESERVED]

- **5.2** <u>Subscription Fees</u>. Subscription Fees for Cloud Software provided under Sections 1.3 and 1.4 are payable, respectively, in accordance with the Payment Terms specified in Tables 1 3 of the License Addendum and are summarized in the Monthly Payment Schedule.
- **5.3** <u>Maintenance & Support Fees</u>. Fees for Maintenance and Support Service are payable, respectively, in accordance with the Payment Terms specified in Table 4 of the Maintenance and Support Services Addendum and are summarized in the Monthly Payment Schedule.

- **5.4** <u>Hosting Services Fees</u>. Fees for Hosting Services are payable in accordance with the AHS Addendum and are summarized in the Monthly Payment Schedule.
- **5.5** <u>Invoices</u>. All invoices from Contractor shall identify the Licensed Software, location, UL Lafayette's purchase order number (if applicable), and, if applicable, quantity invoiced, list price, discounted price, extended price and total price.
- **5.6** <u>**Taxes.**</u> Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown herein.
- **5.7** Late Charges. UL Lafayette will pay each Contractor invoice by no later than thirty (30) days after the date thereof. Failure of UL Lafayette to pay any amounts to Contractor when due shall result in UL Lafayette paying interest for late payment. Interest due by UL Lafayette for late payments shall not accrue unless and until the amounts are at least fifteen (15) days past the original due date and shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

ARTICLE VI - PROPRIETARY RIGHTS

- 6.1 <u>No Title In UL Lafayette</u>. No title or ownership of Licensed Software, Licensed Material or IP is transferred to UL Lafayette by way of this Agreement.
- **6.2** <u>**Rights In Derivative Works.**</u> Contractor shall own all software development, modifications, enhancements, Updates, Deliverables and other materials, which are derivative works or contain derivative works of Contractor's Licensed Software, Licensed Material, and IP.
- 6.3 <u>Reverse-Engineering</u>. UL Lafayette agrees not to reverse-engineer the object code form of Licensed Software in any manner.
- 6.4 <u>UL Lafayette's Confidentiality, Nondisclosure Obligations</u>. As to the source code form of the Licensed Software received by UL Lafayette, if applicable, UL Lafayette agrees not to disclose it to anyone except an employee who has been informed in writing of UL Lafayette non-disclosure obligations under this Agreement. Further, UL Lafayette agrees not to disclose the Licensed Software, Licensed Material, or IP to any third party, except Authorized Third Parties. In the event that the Contractor discloses to UL Lafayette any information about the Contractor's business which is either Confidential as defined herein or is marked or designated as confidential or proprietary, UL Lafayette shall keep the same confidential and not disclose it to any third party without UL Lafayette's prior written consent. UL Lafayette shall treat such information in the same manner as it treats its own confidential information of the same type.
- 6.5 <u>UL Lafayette's Exceptions To Confidentiality</u>. Nothing contained herein shall in any way restrict or impair UL Lafayette's rights to use, disclose, or otherwise deal with any portion of Licensed Software, Licensed Material, or IP derived from:
 - IP which is or becomes generally available to the public through no wrongful act of UL Lafayette;
 - IP which was in UL Lafayette's possession prior to the time it was acquired from Contractor and which was not directly or indirectly acquired from Contractor;
 - IP which is independently made available as a matter of right to UL Lafayette by a third party, provided that the third party did not breach any obligation to Contractor in making the IP available;
 - IP which is independently developed for UL Lafayette by persons not having exposure to those portions of Licensed Software or Licensed Material excepted above;
 - IP which is required (in the opinion of UL Lafayette's legal counsel), to be disclosed by court order or operation of law (provided that Contractor is given notice of any court proceeding and an opportunity to contest disclosure).

- **6.6 <u>Copyright Notices</u>**. UL Lafayette agrees not to remove any copyright notices and other proprietary legends appearing on Licensed Software, Licensed Material and Intellectual Property.
- **6.7** <u>Contractor's Confidentiality, Nondisclosure Obligations</u>. In the event that UL Lafayette discloses to Contractor any information about UL Lafayette's business which is either Confidential as defined herein or is marked or designated as confidential or proprietary, Contractor shall keep the same confidential and not disclose it to any third party without UL Lafayette's prior written consent. Contractor shall treat such information in the same manner as it treats its own confidential information of the same type. Contractor shall return to UL Lafayette or destroy all such confidential information and certify in writing within thirty (30) days as to its return or destruction, upon the earliest to occur among the following:</u>
 - UL Lafayette's written request at any time;
 - Termination of this Agreement, an Addendum or any licenses under this Agreement related to such information;
 - Conclusion of Contractor's need for such information.

Additionally, under no circumstances is the Contractor to discuss and/or release information to the media concerning the selection process, the award process, the contracting process, the Agreement or the resulting project without prior express written approval of the Vice President for Finance and Administration of UL Lafayette.

- **6.8** <u>Contractor's Exceptions To Confidentiality</u>. Nothing contained herein shall in any way restrict or impair Contractor's rights to use, disclose, or otherwise deal with any portion of:
 - UL Lafayette's confidential information which is or becomes generally available to the public through no wrongful act of Contractor;
 - UL Lafayette's confidential information which was in Contractor's possession prior to the time it was acquired from UL Lafayette and which was not directly or indirectly acquired from UL Lafayette;
 - UL Lafayette's confidential information which is independently made available as a matter of right to Contractor by a third party, provided that the third party did not breach any obligation to Contractor in making the IP available;
 - UL Lafayette's confidential information which is required (in the opinion of Contractor's legal counsel) to be disclosed by court order or operation of law, provided that UL Lafayette is given notice of any court proceeding and an opportunity to contest disclosure;
 - UL Lafayette's confidential information which independently developed for Contractor by persons not having exposure to those portions of UL Lafayette's confidential information.

ARTICLE VII – MAINTENANCE AND SUPPORT SERVICES (PERPETUAL SOFTWARE ONLY)

- 7.1 <u>Maintenance Provided</u>. During the Term, for each Contract Year specified in the Maintenance and Support Services Addendum, Contractor will provide UL Lafayette with Maintenance and Support Services with respect to the Baseline Licensed Software set forth in Table 4 of the Maintenance and Support Services Addendum, for such fees as are specified therein, in accordance with the support level specified for each Baseline Licensed Software system. The support level determines the hours during which Maintenance and Support calls, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance and Support. Each support level is identified in the Maintenance and Support Services Addendum and is described in the Exhibits thereto.
- **7.2** <u>Limitations</u>. All Maintenance and Support Services will be part of the applicable Baseline Licensed Software. Contractor's obligation to provide Maintenance and Support Services for Baseline Licensed Software owned

by parties other than Contractor is limited to providing the Maintenance and Support Services that the applicable third party owner provides to Contractor for that Baseline Licensed Software. In this regard, to the extent that an agreement authorizing Contractor to resell or sublicense a third party's Baseline Licensed Software is terminated or expires prior to the Expiration Date, then Contractor's obligation to provide Maintenance and Support Services for that Baseline Licensed Software, and UL Lafayette's obligation to pay Contractor for such Maintenance and Support Services, will automatically terminate simultaneously with the termination or expiration of the relevant agreement. UL Lafayette must provide Contractor with such facilities, equipment and support as are reasonably necessary for Contractor to perform its obligations under this Agreement, including remote access to the Equipment.

- **7.3**. <u>Term of Maintenance and Support Obligations</u>. The term of Maintenance and Support for each Baseline Licensed Software system is for the period from December 1, 2019 through June 30, 2022. After the Expiration Date, UL Lafayette will not receive any Maintenance and Support Services from Contractor unless Contractor and UL Lafayette enter into a valid extension to this Maintenance Agreement (up to the maximum term allowed by then-current State law) or new Maintenance Agreement that is approved by the State.
- 7.4 <u>UL Lafayette's Central Support Team</u>. UL Lafayette shall designate a central support team. Only members of UL Lafayette's central support team shall be authorized to request Maintenance and Support Services from Contractor.

ARTICLE VIII - WARRANTIES

8.1 <u>Ownership of Licensed Software and Materials</u>. Contractor hereby represents and warrants that it has the right to license the Licensed Software, Licensed Material and IP hereunder to UL Lafayette.

8.2 <u>Limited Baseline Licensed Software System Warranty</u>.

- (a) Limited Baseline Licensed Software System Warranty by Contractor and Remedy For Breach. For each Licensed Software system, Contractor warrants to UL Lafayette that, for a period of twelve (12) months after the Delivery Date, the Baseline Licensed Software system, as used on the Equipment for the non-commercial computing operations of UL Lafayette, will operate without Errors, Defects or Omissions. For each Error, Defect or Omission, Contractor, as soon as reasonably practicable and at its own expense, will provide an avoidance procedure acceptable for or a correction of the Error, Defect or Omission. If despite its diligent, good faith and repeated efforts, Contractor is unable to provide an avoidance procedure for or a correction of an Error, Defect or Omission, then subject to the limitations set forth in Section 8.5, UL Lafayette may pursue a remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and Contractor's sole obligations for breach of this limited warranty are contained in this Section 8.2(a).
- (b) <u>Abrogation of Limited Warranty</u>. The limited warranty in Section 8.2(a) will be null and void to the extent that: (i) anyone (including UL Lafayette) other than Contractor modifies the Baseline Licensed Software system; or (ii) UL Lafayette does not implement changes that Contractor provides to correct or improve the Baseline Licensed Software system. If despite any modification of the Baseline Licensed Software System, Contractor can replicate the reported problem as if the problem were an Error, Defect or Omission, then Contractor will nonetheless provide an avoidance procedure for or a correction of that reported problem as though the reported problem were an Error, Defect or Omission.
- 8.3 <u>No Surreptitious / Security Code and Mechanisms</u>. Contractor warrants that first-delivered version of the Licensed Software provided hereunder shall be free from any "Self-Help Code". Excluded from this prohibition are identified and UL Lafayette-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component

designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code."

Contractor agrees that in the event of any dispute with UL Lafayette regarding an alleged breach of this Agreement, Contractor shall not use any type of electronic means to prevent or interfere with UL Lafayette's use of the Licensed Software without first obtaining a valid court order authorizing same. UL Lafayette shall be given proper notice and an opportunity to be heard in connection with any request for such court order. Contractor understands that a breach of this provision could foreseeably cause substantial harm to UL Lafayette and to numerous third parties having business relationships with UL Lafayette. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

8.4 <u>Disclaimer of Warranty and Conditions</u>. The limited warranties in Sections 8.1, 8.2 and 8.3 are made exclusively and are in lieu of all other warranties. CONTRACTOR MAKES NO OTHER WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE, HOSTING SERVICES, OR MAINTENANCE AND SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT INTENDING TO LIMIT OR RED UCE CONTRACTOR'S WARRANTY OBLIGATIONS AS SET FORTH IN SECTIONS 8.1, 8.2 OR 8.3, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. UL LAFAYETTE WAIVES ANY CLAIM THAT THE LIMITED WARRANTIES SET FORTH IN SECTIONS 8.1, 8.2 OR 8.3, OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTIES, FAILS ITS ESSENTIAL PURPOSE.

8.5 Indemnification and Limitation of Liability.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless UL Lafayette from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, 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 UL Lafayette.

Contractor shall indemnify, defend and hold UL Lafayette and its affiliates 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 UL Lafayette in any action for infringement of a United States Letter Patent with respect to the Licensed Software furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that UL Lafayette 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 Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, UL Lafayette may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as UL Lafayette requires.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) UL Lafayette's unauthorized modification or alteration of the Licensed Software; (ii) UL Lafayette's use of the Licensed Software in combination with other products, materials, or services not furnished by Contractor; or (iii) UL Lafayette's use of the Licensed Software 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 should be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor has the right, at its own expense and sole discretion as UL Lafayette' exclusive remedy to take action in the following order of precedence: (i) to procure for UL

Lafayette the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes a non-infringing product of at least equal quality and performance; (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 UL Lafayette up to the dollar amount of the Agreement.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages (i) for a claim related to Licensed Software, Contractor's liability for direct damages shall be the greater of \$100,000 or the license fee actually paid for the particular Licensed Software giving rise to the liability; (ii) for a claim related to Cloud Software, the greater of \$100,000 or the subscription fees actually paid for the particular Cloud Software giving rise to the liability for the year in which the liability arose; (iii) for a claim related to Maintenance and Support, Contractor's liability for direct damages shall be the greater of \$100,000 or the annual Maintenance and Support fees for the year in which the liability arose; and (iv) for a claim related to Hosting Services, Contractor's liability for direct damages shall be the greater of \$100,000 or the annual Hosting Services fees for the year in which the liability arose. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to backup 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. UL Lafayette 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 Contractor, or may proceed against the performance bond, if any as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

8.6 <u>FAILURE OF ESSENTIAL PURPOSES</u>. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 8, WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER UL LAFAYETTE HAS ACCEPTED ANY LICENSED SOFTWARE OR SUPPORT UNDER THIS AGREEMENT.

8.7 Business Practices and Ethics Code. Contractor warrants that it has given no commissions, payments, gifts, kickbacks, lavish or extensive entertainment, or other things of value to any employee or agent of UL Lafayette in connection with this Agreement and acknowledges that the giving of any such payments, gifts, entertainment, or other things of value is strictly in violation of UL Lafayette's Code of Ethics as contained in the following documents or legislation:

LSA R.S. 42:1101 et seq.

A breach of the Code of Ethics may result in the cancellation of this and all future contracts. Contractor shall notify UL Lafayette of any solicitation by any of UL Lafayette's employees or agents for such a thing.

8.8 <u>Employees, Agents and Subcontractors Contracts</u>. Contractor warrants that it shall be responsible for the conduct of its employees, agents, and subcontractors and shall obtain from its employees, agents, and subcontractors any contracts which are needed to enforce its obligations under this Agreement.

ARTICLE IX – GENERAL PROVISIONS

9.1 Agreement Termination for Cause. UL Lafayette may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Agreement; provided that UL Lafayette shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then UL Lafayette may, at its option, place the Contractor

in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of UL Lafayette to comply with the terms and conditions of this Agreement; provided that the Contractor shall give UL Lafayette written notice specifying UL Lafayette's failure and a reasonable opportunity for UL Lafayette to cure the defect.

- **9.2** Agreement Termination for Funds Availability. The continuation of the Cloud Software provisions, the Maintenance and Support Services provisions, and the Hosting Services provisions of this Agreement is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Cloud Software, Maintenance and Support Services, or Hosting Services provisions, 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 same, the Parties' respective obligations pursuant to such provisions of the Agreement shall terminate on the date of the beginning of the first Cloud Contract Year and/or Contract Year for which funds have not been appropriated. Such termination shall be without penalty or expense to UL Lafayette except for payments which have been earned prior to the termination.
- **9.3** Licensed Software Usage Upon Termination. Upon the effective date of termination for cause of the Agreement, UL Lafayette shall through its best efforts, discontinue usage of the Licensed Software and Cloud Software and return to Contractor or destroy all user-accessible copies of the Licensed Software and Licensed Materials whether object or source. For the avoidance of doubt, upon the expiration of the Term of the Agreement, UL Lafayette shall continue to have the right to use the Licensed Software identified in Table 1 of the License Addendum in accordance with Article 1 of the Agreement.

9.4 Additional Client Responsibilities and Prohibitions With Respect to Cloud Software.

- UL Lafayette's authorized users will be provided with passwords, and UL Lafayette must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- UL Lafayette will be responsible for its users' compliance with the terms of this Contract and this Section 9.4.
- UL Lafayette will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- UL Lafayette will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- UL Lafayette will use the Cloud Software only in accordance with this Contract, the Documentation, and applicable laws.
- UL Lafayette will not make the Cloud Software available to anyone other than its authorized users.
- UL Lafayette will not sell, resell, rent, or lease the Cloud Software.
- UL Lafayette will not create any derivative works based on the Cloud Software.
- UL Lafayette will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- UL Lafayette will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- UL Lafayette will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (1) is libelous, harmful to minors, obscene or constitutes pornography, (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful, or (3) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, UL Lafayette agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control.
- **9.5** <u>Remedies for Default</u>. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1673.
- **9.6** <u>Assignment</u>. Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. The following shall not be considered a prohibited "Assignment" of this Agreement: Contractor's assignment of this Agreement or of any Contractor's rights under this Agreement to Contractor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

Notice of any such assignment or transfer shall be furnished promptly to UL Lafayette.

- 9.7 <u>Binding Agreement</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto.
- **9.8** <u>**Outsourcing.**</u> UL Lafayette shall have the right temporarily or permanently to sublicense, sublease, assign, or otherwise transfer to one or more Authorized Third Parties any or all of the license rights granted to UL Lafayette hereunder, provided, however that any such sublicense, sublease, assignment, or other transfer shall be for the use by such Authorized Third Party only to perform information processing services for UL Lafayette.
- **9.9 <u>Right To Audit</u>**. The State Legislative auditor, federal auditors and internal auditors of UL Lafayette, the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the Agreement for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.
- **9.10** Records: Retention/Inspection. Contractor agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Agreement. UL Lafayette will maintain appropriate records regarding the Cloud Software and UL Lafayette's use thereof. UL Lafayette will make such records available to Ellucian or its licensors upon reasonable request and will permit Ellucian or a licensor to inspect UL Lafayette's records and premises to verify UL Lafayette's compliance. Such inspection will take place with reasonable advance notice during business hours and is not intended to unreasonably disrupt UL Lafayette's operations. Inspections will be at Ellucian's expense unless the inspection shows a material non-compliance by UL Lafayette, in which case the inspection will be at UL Lafayette's expense. Ellucian may share the results of any such inspection with applicable licensors.
- **9.11** Fund Use. Contractor agrees not to use funds received for services rendered under this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.
- **9.12** <u>Non-Discrimination</u>. With respect to its employment of personnel, Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, 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 the Americans with Disabilities Act of 1990.

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

- **9.13** <u>Anti-Kickback Clause</u>. Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
- **9.14** <u>Clean Air Act.</u> The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.
- **9.15** Energy Policy and Conservation Act. The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- **9.16** <u>Clean Water Act.</u> The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- **9.17** <u>Anti-Lobbying and Debarment Act.</u> The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.
- **9.18** Entire Agreement, Partial Invalidity. The making, execution, and delivery of this Agreement by Contractor and UL Lafayette have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties hereto on the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. If any part, term, or provision of this Agreement having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.
- **9.19** Changes In Writing, Notices. This Agreement, including Addenda, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective Parties. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by the Parties, and approved as required by law. No amendment shall be valid until it has been executed by Contractor and UL Lafayette. Handwritten or typewritten text (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text shall have no effect and shall not add to or vary the terms of the Agreement. All such additions (whether submitted by UL Lafayette or Contractor) are objectionable and deemed material. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if delivered personally; sent by registered or certified mail, return receipt requested; transmitted by electronic mail confirmed by first class mail; or sent by overnight courier to the following addresses (or to such other place as a Party may subsequently designate for its receipt of notices pursuant to this Agreement):

UL Lafayette: University of Louisiana at Lafayette Attn: Purchasing Martin Hall, Room 123 104 University Circle Lafayette, LA 70503

> With a copy to: University of Louisiana at Lafayette Attn: Chief Information Officer Stephens Hall, Room 119 201 East St. Mary Blvd. Lafayette, LA 70503

Contractor:

Ellucian Legal Department 4 Country View Road Malvern, PA 19355 Email: asklegal@ellucian.com

- **9.20** <u>Waiver of Breach</u>. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both Parties.
- **9.21** Use of UL Lafayette Trademark/Name. Contractor shall not make any oral or written statement or perform any act indicating that UL Lafayette endorses or approves or has endorsed or approved Licensed Software and/or Licensed Material. Contractor shall not associate or in any way connect any name or trademark of UL Lafayette with the Licensed Software or Licensed Material without in each instance receiving UL Lafayette's prior written approval.
- **9.22** <u>No Other Relationship/Obligations</u>. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other Party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
- **9.23** <u>Governing Law; Forum</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with respect to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.
- **9.24** <u>Force Majeure</u>. 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 Agreement.
- **9.25** <u>Headings, Counterparts</u>. Descriptive headings in this Agreement are for convenience and reference purposes only and shall not affect the construction or meaning of contractual language. Capitalized terms used in Addenda, Exhibits, Schedules, and Attachments shall have the same meaning ascribed to them as in the Agreement and the same effect as described herein.
- **9.26** Survival Period. The provisions of ARTICLES VI and VIII to this Agreement shall survive the termination of this Agreement or any parts thereof.

9.27 <u>Prohibition of Discriminatory Boycotts of Israel</u>. 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 (5) 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 Agreement, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date written by UL Lafayette below ("Execution Date").

UNIVERSITY OF LOUISIANA AT LAFAYETTE	ELLUCIAN COMPANY L.P.
DocuSigned by:	DocuSigned by:
By: Jerry Luke LeBlanc	By: John McMonagle
3051B08C525349D	Jonn McMonagle
Name: Jerry Luke LeBlanc	Name:
Title: V.P. Admin. & Finance	Title: VP, Chief Accounting Officer
Date: 12/19/2019	Date: 12/19/2019

Billing Contact Information:

Name:	Accounts Payable	
Street Address:	P.O. Box 40400	
City, State, Zip Code:	Lafayette, LA 70504	

APPROVED DIVISION OF ADMINISTRATION
DIVISION OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT
LOG NO: 00 10 001
DATE CONNONNY 7, 2020
B SATE DIRECTOR OF PROCUREMENT
STATE DIRECTOR OF PROCUREMENT

LICENSE ADDENDUM

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which Contractor supports the Licensed Software. UL Lafayette acknowledges that certain Licensed Software may require specific host or client configurations. Unless Contractor is providing Application Hosting Services, UL Lafayette, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that Contractor can confirm that it is a configuration on which Contractor supports use of the Licensed Software. Contractor will then advise UL Lafayette whether Contractor supports or does not support use of the Licensed Software on the proposed configuration. If Contractor does not support use of the Licensed Software on the proposed configuration until Contractor does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: Unless Contractor is providing Application Hosting Services, to use any of the Licensed Software, UL Lafayette must also obtain, install on the Equipment and maintain Contractor-supported versions of certain software products and software/hardware peripherals. Unless Contractor is providing Application Hosting Services, Contractor is advising UL Lafayette that UL Lafayette should consult with a Contractor professional services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

TABLE 1 – CLOUD SOFTWARE:

Conditioned upon payment of the fees stated in Table 1, UL Lafayette is granted a license to the Cloud Software described in Table 1 below, during the Cloud Software Term, on the terms and conditions stated in the Contract to which this License Addendum is attached. All Subscription Fees stated herein are in addition to and not in lieu of any separate sums due from UL Lafayette under the Contract.

Licensed Software	Beginning Date / Expiration Date	Software Supplement	Annual Subscription Fee ^{1,2}
Ellucian CRM Recruit – SaaS Deployment ^{3,4,5,6}	December 1, 2019 /	Informatica Software	\$112,463
Includes:	June 30, 2022 ⁸	Supplement ⁹	
• Access to Ellucian Recruiter in a hosted, on- line environment			
• Two Ellucian CRM Recruit environments			
(one production and one non-production)			
Ellucian CRM Recruit Payment Gateway			
Banner Ellucian CRM Recruit Integration			
Manager			
 Includes patches and upgrades 			
 500,000 Address Cleanses per year ⁷ 			
Ellucian CRM Users ¹⁰		Microsoft Software	\$14,156
(for Ellucian CRM Recruit)		Supplement ⁹	
 40 Ellucian CRM Premium Named Users 			
Daily Database Backup Support for Ellucian		None	\$3,852
CRM Recruit			
Financial Aid FM Methodology (for Hosted		None	\$6,050 ¹²
Deployment) 11			
Ellucian Intelligent Learning Platform for		None	\$41,195
Moodle ^{4,13}			

TABLE 1:

Ellucian CRM Advise ^{4,13}	None	\$58 <i>,</i> 98
Includes:		
• Two Ellucian CRM Advise instances: One (1)		
Production; One (1) non-Production (QA,		
Test, Development)		
 Ellucian CRM Advise LMS Connector 		
Ellucian CRM Advise ERP Connector		
Ellucian CRM Named Users ¹⁰	Microsoft Software	\$42,77
for Ellucian CRM Advise)	Supplement ⁹	
 1,000 Ellucian CRM Lite Named Users 		
 200 Ellucian CRM Standard Named Users 		
 31 Ellucian CRM Premium Named Users 		
Ellucian Talent Management 14,15	Ellucian Talent	\$67,20
Renewal of existing licenses Includes:	Management	
Learning (1,870 Active User licenses)	Software Supplement	
Recruiting (300 Active User licenses)	9	
Onboarding (1,870 Active User licenses)		
Performance (300 Active User licenses)		
Ellucian Elevate 4,16	Informatica Software	\$23,48
ncludes:	Supplement ⁹	
• Up to 2,500 enrollment transactions per		
Subscription Year, and all enrollment		
transactions in excess of 2,500 will be billed		
at a rate of \$5.00 per enrollment transaction		
(subject to a 5% Subscription Year-to-		
Subscription Year increase during the Cloud		
Software Term), quarterly on a calendar		
year basis. As used herein, an "Enrollment		
Transaction" means a single session		
processing a successful registration of a		
student into a program. This session can		
include one or more courses. Course or		
program drops are not counted as		
enrollment transactions.		
• 50,000 address cleanses per Contract Year.		
If UL Lafayette exceeds this limit in any		
Subscription Year, Ellucian will invoice UL		
Lafayette an additional fee of \$.03 per		
address cleanse up to the first 100,000		
address cleanses in excess of the		
limit(s). Thereafter, if UL Lafayette should		
exceed the 100,000 threshold, UL Lafayette		
must contact Ellucian to purchase additional		
block(s) of 500,000 address cleanses at		
Ellucian's then-current rate.		
 Two Elevate instances (one production and 		
one training) with a maximum of 10GB of		
data.		
Ellucian Payment Center by TouchNet ¹⁷	None	\$46,112
includes:		+,===
 Use of the Ellucian Payment Center by 		
TouchNet for one (1) Campus Entity		

own name. A Campus Entity may have multiple branch locations from which		
classes or other services are offered;		
however, a branch will not be considered a		
Campus Entity unless it offers a degree		
program in its own, separate name. UL		
Lafayette may have multiple Campus		
Entities, and the Ellucian Payment Center by		
TouchNet annual subscription fees and		
other charges will vary depending upon		
(among other factors) the number of		
Campus Entities included within UL		
Lafayette.		
• One (1) production environment and one (1)		
non-production environment.		
• TouchNet Connects: The TouchNet		
Connects component of the Ellucian		
Payment Center by TouchNet is licensed to		
UL Lafayette solely for the purpose of		
enabling UL Lafayette to access (and		
interface with) the component of Ellucian		
Payment Center by TouchNet that resides at		
the TouchNet Data Center. TouchNet		
Connects may not be used for any other		
purpose whatsoever. Unless otherwise		
specifically agreed, installation and		
configuration of TouchNet Connects will be		
the sole responsibility of UL Lafayette.	Out the Chaud Cafe	607 024 ¹²
Oracle Cloud Software – Application Specific Full Use ^{18,19}	Oracle Cloud Soft	. ,
(See Oracle Software Detail Table A in Exhibit 3)	– Supplement Application Spec	
	Full Use ⁹	
	ANNUAL CLOUD CONTRACT YEAR (TABLE 1): ^{8,12} \$504,204
JUDJCNIF HUN FLE FUR FIRJI	TIMORE CLOUD CONTRACT TEAR (TABLE I	<i>J. 3304,204</i>

Notes to Table 1:

- ¹ The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. UL Lafayette has not requested that Ellucian provide Professional Services in conjunction with this Contract.
- ² The fees payable for Cloud Software include Maintenance and Support Services for the Cloud Software, and such Maintenance and Support Services will be provided during the Cloud Software Term in accordance with the terms of Article IV.
- ³ UL Lafayette must provide Ellucian with an active Administrative Privileged user during the Cloud Software Term.
- ⁴ Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, UL Lafayette shall ensure that all UL Lafayette authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <u>http://aws.amazon.com/legal</u>.
- ⁵ In order to use email marketing within CRM Recruit, UL Lafayette must acquire a license from a third-party vendor for the use of a compatible email marketing software product. Ellucian does not offer a license to use a

third-party email provider. Please contact the third-party provider directly for information regarding the pricing for and licensure of email marketing.

- ⁶ Additional terms applicable to Ellucian Recruit were included as part of Exhibit 3 to the 2014 Agreement, which is incorporated herein by this reference.
- ⁷ If UL Lafayette should exceed this limit during a Contract Year, the parties shall execute a separate written agreement to provide for the number of additional Address Cleanses agreed to between the parties (to be purchased in minimum incremental blocks of 500,000 Address Cleanses). Any additional fees shall be at Contractor's then-current rate or at a rate as otherwise negotiated between the parties for each additional block of 500,000 of Address Cleanses.
- ⁸ Based upon a Beginning Date of December 1, 2019, the Subscription Fee For First Annual Cloud Contract Year (Table 1) will be prorated as stated in the Payment Terms For Table 1 (below) to cover the partial initial Cloud Contract Year.
- ⁹ The referenced Software Supplements are attached hereto collectively as Exhibit 5.
- 10 For the purposes of this Cloud Software, the following definitions will apply: "Premium Named Users" means individuals who have full access to the CRM capabilities within any Ellucian CRM application and are authorized by UL Lafayette to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by UL Lafayette (or by Ellucian at the request of UL Lafayette). "Standard Named Users" means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that UL Lafayette decides to enforce) and who are authorized by UL Lafayette to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by UL Lafayette (or by Ellucian at the request of UL Lafayette). Standard Named Users may not make data structure changes, manage security roles, manage data through bulk import operations, or configure communication campaigns, goals, workflows, dialogs, system dashboards, system views, or reports. Standard Named Users can use workflows, dialogs, goals and create their personal dashboards and views. Standard Named Users may not manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third party email marketing solutions. "Lite Named Users" means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that UL Lafayette decides to enforce) and who are authorized by UL Lafayette to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by UL Lafayette (or by Ellucian at the request of UL Lafayette). Lite Named Users may not make data structure changes, manage security roles, manage data through bulk import operations, or configure communication campaigns, goals, workflows, dialogs, system dashboards, system views, or reports. Lite Named Users can use workflows and manage data presented outside of the Ellucian CRM application consoles. Lite Named Users may not run reports, goals, or dialogs, and may not manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third party email marketing solutions. Premium/Standard/Lite Named User licenses are for UL Lafayette's designated users -including 3rd party agents - only and cannot be shared or used by more than one individual; provided, however, that Premium/Standard/Lite Named User licenses can be reassigned by UL Lafayette to individuals replacing former Premium/Standard/Lite Named Users who no longer require ongoing use of the Cloud Software.
- ¹¹ For the avoidance of doubt, UL Lafayette's license for Financial Aid FM Methodology is for deployment in a hosted environment.
- ¹² In regard to annual price escalation with respect to the Cloud Software identified by this Note 12, see Section 1.10.6 of the Contract and the Payment Terms For Table 1 below.
- ¹³ Pricing in this Order Form for Cloud Software allows for up to a tier threshold of 15,999 FTE (the "Contracted FTE"); annual pricing is subject to increase in accordance with the FTE terms contained herein.
- ¹⁴ Without limitation to any other limitations and/or restrictions as provided for herein, UL Lafayette's access and use of the Talent Management Software is limited to the number of Active Users (as such term is defined below). <u>Active Users</u>. The annual subscription fee for the Ellucian Talent Management Cloud Software (also referred to herein as "Ellucian Talent Management") includes the total number of Active User licenses as specified in the table above. On a regular basis (at least monthly), UL Lafayette's access and use of Ellucian Talent Management (including UL Lafayette's total number of Active Users) will be reviewed. If and when UL Lafayette's use of Ellucian Talent Management exceeds the limitations on Active Users as provided herein during the Cloud Software Term, Ellucian will promptly notify UL Lafayette of the increase and: (i) UL Lafayette will be invoiced

(in increments of 50 Active Users) for the increased number of Active Users, at additional subscription fees on a pro-rata basis for the remainder of the then-current Subscription Year, and UL Lafayette's payment will be due within thirty (30) days from the date of invoice; and (ii) annual subscription fees applicable to subsequent Subscription Years will be increased to reflect the increase in Active Users. Upon payment of the applicable increase(s) in subscription fees as provided above, UL Lafayette's total Active Users shall be increased to reflect the new total Active Users for which UL Lafayette has paid the additional subscription fees. All such increase in annual subscription fees will be based on the standard fees, policies, and practices in effect at the time of such increase. An "Active User" is a single, individual client user established on Ellucian Talent Management with a designation of "active" at any time during that calendar month (Ellucian and UL Lafayette have the ability to determine who is an Active User).

- ¹⁵ The parties are not renewing UL Lafayette's subscription to Ellucian Talent Management Online Administrator Training Package. The Talent Management Software and associated subscription fees identified in the table above do not include installation, implementation, configuration, technical projects, or any other professional consulting services associated with the Talent Management Software. Such services are not provided or offered by Ellucian hereunder. In order to obtain any such services, Client must contact and execute an agreement directly with Cornerstone OnDemand, Inc. ("Cornerstone") or a third party authorized by Cornerstone to provide such services.
- ¹⁶ In order to access and use the Ellucian Elevate Cloud Software and the Ellucian Payment Center for Elevate by TouchNet, UL Lafayette must separately contract with a merchant services provider (such as TouchNet) for merchant services (that is, the services that enable a business to accept a transaction payment from a customer's credit card or debit card through a secure channel). Merchant services are NOT provided by Ellucian and are NOT included as part of the fees payable to Ellucian. By its execution of this Order Form, UL Lafayette represents that it has contracted directly with or that it intends to contract directly with TouchNet for the provision of merchant services.
- ¹⁷ In order to use the Ellucian Payment Center by TouchNet Cloud Software, Client must separately contract with a merchant services provider (such as TouchNet or a TouchNet-approved third-party processor) for merchant services (that is, the services that enable a business to accept a transaction payment from a customer's credit card or debit card through a secure channel). Merchant services are NOT provided by Ellucian and are NOT included as part of the fees payable to Ellucian. By its execution of this Order Form, Client represents that it has contracted directly with or that it intends to contract directly with TouchNet for the provision of merchant services.
- ¹⁸ The above HOSAL fees are based upon UL Lafayette contracting for application hosting services with Ellucian and may only be used in conjunction with the applications hosted by Ellucian (see the Application Hosting Services Addendum). The HOSAL model is not available if the systems are not hosted with Ellucian. If UL Lafayette chooses to add other DB/IAS options to their HOSAL, additional charges will apply. The HOSAL is non-transferrable (i.e., UL Lafayette cannot port another Oracle license type into the HOSAL at any time). If UL Lafayette discontinues Ellucian's application hosting services at the end of a contract term or otherwise, the HOSAL terminates entirely, and UL Lafayette will not have any rights to the HOSAL components and will not be able to convert it into a different license type. All required Oracle Database and Internet Application Server licenses (as applicable) will need to be licensed afresh by UL Lafayette at that time. For purposes of clarification, license rights on any perpetual license components (such as Programmer) will remain unchanged for UL Lafayette.
- ¹⁹ See Oracle Software Detail Table A below for a listing of Oracle software products accessible through HOSAL and the applicable user/equipment configuration limitations. The pricing stated above is valid only if the Execution Date occurs on or before December 22, 2019.

PAYMENT TERMS FOR TABLE 1:

(1) For the partial initial Cloud Contract Year from the Beginning Date through June 30, 2020, Ellucian shall have the right to invoice UL Lafayette for \$294,118 on the Execution Date, and UL Lafayette's payment therefor shall be due within thirty (30) days of the date of invoice. For the avoidance of doubt, the payment identified is equal to a prorated amount of the Total Annual Fee listed in Table 1 above covering the period December 1, 2019 through June 30, 2020.

- (2) For the first full Cloud Contract Year applicable to Table 1 (meaning the period from July 1, 2020 through June 30, 2021), Ellucian shall have the right to invoice UL Lafayette for \$504,204 in advance of July 1, 2020, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.
- (3) For the second full Cloud Contract Year applicable to Table 1 (meaning the period from July 1, 2021 through June 30, 2022), Ellucian shall have the right to invoice UL Lafayette for \$510,747 in advance of July 1, 2021, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.
- (4) For the third full Cloud Contract Year applicable to Table 1 (meaning the period from July 1, 2022 through June 30, 2023), Ellucian shall have the right to invoice UL Lafayette for \$517,599 in advance of July 1, 2022, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.
- (5) For the fourth full Cloud Contract Year applicable to Table 1 (meaning the period from July 1, 2023 through June 30, 2024), Ellucian shall have the right to invoice UL Lafayette for \$524,774 in advance of July 1, 2023, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.

Note: Dates indicated in the following table for full year three and four are pending approval of extension form JLCB.

For the Parties' convenience and budgetary planning purposes only, the Payment Terms For Table 1 are summarized in the following table (based upon the configurations and user counts specified herein as of the Execution Date – additional fees would apply in the event of changes to products and/or users counts):

Description of Payment	Amount	Estimated Due Date
Prorated Annual Subscription Fee for Table 1 (12/1/19 – 6/30/20):	\$294,118	December 1, 2019
Annual Subscription Fee for Table 1 (7/1/20 – 6/30/21):	\$504,204	July 1, 2020
Annual Subscription Fee for Table 1 (7/1/21 – 6/30/22):	\$510,747	July 1, 2021
Annual Subscription Fee for Table 1 (7/1/22 – 6/30/23):	\$517,599	July 1, 2022
Annual Subscription Fee for Table 1 (7/1/23 – 6/30/24):	\$524,774	July 1, 2023

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TABLE 2 - RENEWAL AND REALIGNMENT OF CERTAIN CLOUD SOFTWARE:

Conditioned upon payment of the Subscription Fees stated in Table 2, Client is granted a license to the Cloud Software described in Table 2 below, aligned to a Cloud Contract Year from July 1 to June 30 during the Cloud Software Term, on the terms and conditions stated in the Contract to which this License Addendum is attached. All Subscription Fees stated herein are in addition to and not in lieu of any separate sums due from UL Lafayette under the Contract.

TABLE 2:

Licensed Software	Beginning Date / Expiration Date	Software Supplement	Annual Subscription Fee ^{1,2}
Ellucian Analytics ^{3,4,5}	December 1, 2019 /	HP Vertica Software	\$81,800
Includes:	June 30, 2022 ⁶	Supplement; Tableau	
• Ellucian Ethos Data Access for two (2)		Software Supplement ⁷	
environments (one production and one			
non-production)			
• 1 TB storage			
• 30 Ellucian Analytics Designer Named			
Users			
• 200 Ellucian Analytics Viewer Named			
Users			
Ellucian CRM Advance Enterprise ^{3,4,8}		Microsoft Software	\$70,950
Includes:		Supplement ⁷	
• Two Ellucian CRM Advance			
environments (one production and one			
non-production)			
• Daily Database Backup Support for			
Ellucian CRM Advance Enterprise			
Ellucian CRM Users 9,10		Microsoft Software	\$12,120
(for Ellucian CRM Advance Enterprise)		Supplement ⁷	
• 51 Ellucian CRM Standard Named Users			
20 Ellucian CRM Premium Named Users			
Ellucian Travel and Expense Management		None	\$23,400
Powered by Chrome River ¹¹			
Includes:			
• Up to 3,000 reports per Cloud Contract			
Year			
Ellucian Travel and Expense Management		None	\$62,488
Powered by Chrome River			
Includes:			
• Up to 5,000 additional reports per Cloud			
Contract Year plus an overage allowance			
of ten percent (10%). If UL Lafayette			
exceeds eight thousand eight hundred			
(8,800) ¹² reports in one Cloud Contract			
Year, Ellucian will invoice UL Lafayette for			
an additional fee of \$9.00 per report at			
the end of the Cloud Contract Year in			
which the overage occurred.			
Up to 10,000 Purchasing Card ("PCard") (non travel) reports per Cloud Contract			
(non-travel) reports per Cloud Contract			

Year pls an additional ten percent (10%) overage allowance. If UL Lafayette exceeds 11,000 PCard reports in one Cloud Contract Year, Ellucian will invoice UL Lafayette for an additional fee of \$3.25 per PCard report at the end of the Cloud Contract Year in which the overage occurred.		
ANNUAL SUBSCRIPTION FEE (TABLE 2) (in effe	ct through June 30, 2020 and subject to increase	\$250,758
duri	ing the remainder of the Cloud Software Term): ⁶	

Notes to Table 2:

- ¹ The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. UL Lafayette has not requested that Ellucian provide Professional Services in conjunction with this Contract.
- ² The fees payable for Cloud Software include Maintenance and Support Services for the Cloud Software, and such Maintenance and Support Services will be provided during the Cloud Software Term in accordance with the terms of Article IV.
- ³ Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, UL Lafayette shall ensure that all UL Lafayette authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <u>http://aws.amazon.com/legal</u>.
- ⁴ For the purposes of this Cloud Software, the following definitions will apply: "<u>Designer Named Users</u>" means individuals who have permissions to create and manage defined and/or client-created content. A Designer Named User will have access to design-based tools related to visualization, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by UL Lafayette (or by Ellucian at the request of UL Lafayette). UL Lafayette must have at least one Designer Named User who is also UL Lafayette's administrative user, with administrative rights to manage and configure client-based configuration elements and to manage all extract, transform, load (ETL) or data loading jobs and processes. "<u>Viewer Named Users</u>" means individuals who have a set of defined permissions to enable that Viewer Named User to view and interact with analytic content, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by UL Lafayette (or by Ellucian at the request of UL Lafayette).
- ⁵ The annual Subscription Fees payable for Ellucian Analytics will increase effective July 1, 2022 to a new base year fee equal to \$87,526. The new base year fee applicable to this product shall remain flat through the remainder of the Cloud Software Term, subject to Section 1.10 of the Contract.
- ⁶ Based upon a Beginning Date of December 1, 2019, the Total Annual Subscription Fee stated in Table 2 will be prorated as stated in the Payment Terms (below) to cover the partial initial Cloud Contract Year from December 1, 2019 through June 30, 2020 in order to realign UL Lafayette's subscription to such Cloud Software to a July 1 June 30 Cloud Contract Year. UL Lafayette will be invoiced for the partial initial Cloud Contract Year and each subsequent Cloud Contract Year through the Expiration Date in accordance with the Payment Terms For Table 2 below.
- ⁷ The referenced Software Supplements are attached hereto collectively as Exhibit 5.
- ⁸ The annual Subscription Fees payable for Ellucian CRM Advance Enterprise will increase effective July 1, 2022 to a new base year fee equal to \$75,917. The new base year fee applicable to this product shall remain flat through the remainder of the Cloud Software Term, subject to Section 1.10 of the Contract.
- ⁹ The terms stated in Note 9 to Table 1 are incorporated herein by this reference except that "Lite Named Users" are not compatible with Ellucian CRM Advance.
- ¹⁰ The annual Subscription Fees payable for Ellucian CRM Users will increase effective July 1, 2022 to a new base year fee equal to \$12,968. The new base year fee applicable to this product shall remain flat through the remainder of the Cloud Software Term, subject to Section 1.10 of the Contract.

- ¹¹ The annual Subscription Fees payable for Ellucian Travel and Expense Management will increase effective September 1, 2020 to a new base year fee equal to \$24,765. The new base year fee applicable to this product shall remain flat through the remainder of the Cloud Software Term, subject to Section 1.10 of the Contract.
- ¹² For the avoidance of doubt, the stated number of available Travel and Expense Management reports (8,800) includes 8,000 reports plus ten percent (10%) overage on the basis of separate licensing of 3,000 and 5,000 reports per Cloud Contract Year as shown in Table 2 above.

PAYMENT TERMS FOR TABLE 2:

- (1) For the partial initial Cloud Contract Year from the Beginning Date through June 30, 2020, Ellucian shall have the right to invoice UL Lafayette for \$146,276 on the Execution Date, and UL Lafayette's payment therefor shall be due within thirty (30) days of the date of invoice. For the avoidance of doubt, the payment identified is equal to a prorated amount of the Annual Subscription Fee (Table 2) listed in Table 2 above covering the period December 1, 2019 through June 30, 2020.
- (2) For the first full Cloud Contract Year applicable to Table 2 (meaning the period from July 1, 2020 through June 30, 2021), Ellucian shall have the right to invoice UL Lafayette for \$252,123 in advance of July 1, 2020, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.
- (3) For the second full Cloud Contract Year applicable to Table 2 (meaning the period from July 1, 2021 through June 30, 2022), Ellucian shall have the right to invoice UL Lafayette for \$252,123 in advance of July 1, 2021, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.
- (4) For the third full Cloud Contract Year applicable to Table 2 (meaning the period from July 1, 2022 through June 30, 2023), Ellucian shall have the right to invoice UL Lafayette for \$263,664 in advance of July 1, 2022, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.
- (5) For the fourth full Cloud Contract Year applicable to Table 2 (meaning the period from July 1, 2023 through June 30, 2024), Ellucian shall have the right to invoice UL Lafayette for \$263,664 in advance of July 1, 2023, and UL Lafayette's payment therefor shall be due in full within thirty (30) days of the date of invoice.

Note: Dates indicated in the following table for full year three and four are pending approval of extension form JLCB.

For the Parties' convenience and budgetary planning purposes only, the Payment Terms For Table 2 are summarized in the following table (based upon the configurations and user counts specified herein as of the Execution Date – additional fees would apply in the event of changes to products and/or users counts):

Description of Payment	Amount	Estimated Due Date
Prorated annual Subscription Fee for Table 2 (12/1/19 – 6/30/20):	\$146,276	December 1, 2019
Annual Subscription Fee for Table 2 (7/1/20 – 6/30/21):	\$252,123	July 1, 2020
Annual Subscription Fee for Table 2 (7/1/21 – 6/30/22):	\$252,123	July 1, 2021
Annual Subscription Fee for Table 2 (7/1/22 – 6/30/23):	\$263,664	July 1, 2022
Annual Subscription Fee for Table 2 (7/1/23 – 6/30/24):	\$263,664	July 1, 2023

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TABLE 3 - ADDITIONAL CLOUD SOFTWARE:

Conditioned upon payment of the fees stated in Table 3, Client is granted a license to the Cloud Software described in Table 3 below, during the Cloud Software Term, on the terms and conditions stated in this Contract. All Subscription Fees stated herein are in addition to and not in lieu of any separate sums due from UL Lafayette under the Contract.

TABLE 3:

Licensed Software	Beginning Date /	Software	Annual
	Expiration Date	Supplement	Subscription Fee ^{1,2}
Ellucian Talent Management ³	December 1, 2019 /	Ellucian Talent	\$73,760
New licenses Include:	June 30, 2022 ⁴	Management	
Learning (480 additional Active User		Software	
licenses)		Supplement ⁵	
Recruiting (2,050 additional Active User			
licenses)			
Onboarding (480 additional Active User			
licenses – in addition to the Recruiting Suite users)			
• Performance (2,050 additional Active User			
licenses)			
Oracle Cloud Software – Application Specific	December 1, 2019 /	Oracle Cloud	\$89,196
Full Use ^{6,7,8}	June 30, 2022 ⁴	Software	
(See Oracle Software Detail Table B in Exhibit 3)		Supplement –	
		Application Specific	
		Full Use ⁵	
SUBSCRIPTION FEE FOR FIRST	ANNUAL CLOUD CONTR	RACT YEAR (TABLE 3): 4	\$162,956

Notes to Table 3:

- ¹ The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. UL Lafayette has not requested that Ellucian provide Professional Services in conjunction with this Contract.
- ² The fees payable for Cloud Software include Maintenance and Support Services for the Cloud Software, and such Maintenance and Support Services will be provided during the Cloud Software Term in accordance with the terms of Article IV.
- ³ Without limitation to any other limitations and/or restrictions as provided for herein, UL Lafayette's access and use of the Talent Management Software is limited to the number of Active Users (as such term is defined in Note 13 to Table 1 above, the terms of which Note 13 are incorporated herein).
- ⁴ Based upon a Beginning Date of December 1, 2019, the Total Annual Subscription Fee (Table 3) will be prorated as stated in the Payment Terms (below) to cover the partial initial Cloud Contract Year.
- ⁵ The referenced Software Supplements are attached hereto collectively as Exhibit 5.
- ⁶ The above HOSAL fees are based upon UL Lafayette contracting for application hosting services with Ellucian and may only be used in conjunction with the applications hosted by Ellucian (see the Application Hosting Services Addendum). The HOSAL model is not available if the systems are not hosted with Ellucian. If UL Lafayette chooses to add other DB/IAS options to their HOSAL, additional charges will apply. The HOSAL is nontransferrable (i.e., UL Lafayette cannot port another Oracle license type into the HOSAL at any time). If UL Lafayette discontinues Ellucian's application hosting services at the end of a contract term or otherwise, the HOSAL terminates entirely, and UL Lafayette will not have any rights to the HOSAL components and will not be able to convert it into a different license type. All required Oracle Database and Internet Application Server licenses (as applicable) will need to be licensed afresh by UL Lafayette at that time. For purposes of clarification, license rights on any perpetual license components (such as Programmer) will remain unchanged for UL Lafayette.

- ⁷ In regard to annual price escalation with respect to the Cloud Software identified by this Note 7, see Section 1.10.6 of the Contract and the Payment Terms For Table 3 below.
- ⁸ See Oracle Software Detail Table B of Exhibit 3 below for a listing of Oracle software products accessible through HOSAL and the applicable user/equipment configuration limitations. The pricing stated above is valid only if the Execution Date occurs on or before December 22, 2019.

PAYMENT TERMS FOR TABLE 3: Ellucian will have the right to invoice UL Lafayette for a prorated amount of the Subscription Fee For First Annual Cloud Contract Year (Table 3) to cover the partial initial Cloud Contract Year from the Beginning Date through June 30, 2020, and UL Lafayette's payment therefor will be due within thirty (30) days of the date of invoice. Thereafter, for each successive Cloud Contract Year through the Cloud Software Term, Ellucian will invoice UL Lafayette for the Subscription Fees due for the Cloud Software listed in Table 3 (including applicable annual escalations with respect to HOSAL (as provided in Section 1.10.6)) on an annual basis in advance of each applicable Cloud Contract Year, and UL Lafayette's payment therefor will be due within thirty (30) days of the date of invoice.

Note: Dates indicated in the following table for full year three and four are pending approval of extension form JLCB.

For the Parties' convenience and budgetary planning purposes only, the Payment Terms For Table 3 are summarized in the following table (based upon the configurations and user counts specified herein as of the Execution Date – additional fees would apply in the event of changes to products and/or users counts):

Description of Payment	Amount	Estimated Due Date
Prorated Annual Subscription Fee for Table 3 (12/1/19 – 6/30/20):	\$95,058	December 1, 2019
Annual Subscription Fee for Table 3 (7/1/20 – 6/30/21):	\$162,956	July 1, 2020
Annual Subscription Fee for Table 3 (7/1/21 – 6/30/22):	\$162,956	July 1, 2021
Annual Subscription Fee for Table 3 (7/1/22 – 6/30/23):	\$162,956	July 1, 2022
Annual Subscription Fee for Table 3 (7/1/23 – 6/30/24):	\$162,956	July 1, 2023

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EXHIBIT 1 TO LICENSE ADDENDUM

Maintenance Standards Applicable to Cloud Software (Subscription Advantage Level)

- Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
- 2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 -	A Notification that the production Cloud Software instance is not available for	1 hour or less
Critical	remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 -	A Notification that Client believes that a Defect has caused an intermittent	1 business day or less
Medium	failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	
Priority 4 -	A Notification that Clients believes that a Defect exists, but it does not	3 business days or less
Low	significantly affect critical processing	

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

EXHIBIT 2 TO LICENSE ADDENDUM

Service Level Agreement

1. <u>Coverage and Terminology</u>.

This Service Level Agreement (the "SLA") applies to both the production Cloud Software instance supported under the Contract to which the License Addendum is attached and the Production Applications supported under the Statement of Work ("SOW") attached as Attachment I to the Application Hosting Services Addendum (the "AHS Addendum").

<u>Availability</u>: With respect to Cloud Software, "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the <u>Service Level Objective</u> section below. With respect to Production Applications under the AHS Addendum, "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Production Applications are available for remote access by Client as measured by Ellucian pursuant to the Service Level Objective section below.

<u>Measurement</u>: Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is / Production Applications are scheduled to be available ("Scheduled Uptime"), that the production Cloud Software instance is / Production Applications are unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is / the Production Applications are scheduled to be unavailable with Client agreement ("Scheduled Downtime"), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The "Achieved Availability" calculation is expressed as:

Achieved Availability = 1 – (Unscheduled Outage / (Scheduled Uptime - Scheduled Downtime))

For the avoidance of doubt, the unavailability of the production Cloud Software instance / Production Applications as a result of scheduled maintenance and emergency maintenance windows will <u>not</u> be considered a service outage and will not give rise to Service Level Credits.

2. <u>Service Level Objective</u>.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance and the Production Applications supported by the SOW. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance and for the Production Applications supported by the SOW.

A monthly Availability report will be made available within ten (10) business days following Client's written request.

3. <u>Service Level Credits</u>.

Except under the conditions mentioned in the <u>Conditions</u> section below, if the Availability of the production Cloud Software instance/Production Applications is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a "Service Level Credit") to Client according to the following tables.

Production Cloud Software / Production Applications			
Availability Service Level Credit Issued by Ellucian *			
>= 99.50%	None		
99.00% - 99.49%	5% of applicable monthly fee		
97.00% - 98.99%	10% of applicable monthly fee		
95.00% - 96.99%	15% of applicable monthly fee		
92.00% - 94.99%	20% of applicable monthly fee		
<92%	25% of applicable monthly fee; plus 7% for each additional		
	3.3% of total downtime in the applicable calendar month, up		
	to a maximum of 100% of the applicable monthly fee		

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 ("<u>Service Level Credit Request, Payment Procedures</u>") of this SLA.

4. <u>Maintenance Procedure</u>.

- 4.1 With respect to Cloud Software, Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.
- 4.2 With respect to the Production Applications under the SOW, Ellucian will use diligent efforts to announce scheduled maintenance as defined in the Standard Maintenance Matrix outlined in Schedule B to the AHS Addendum.
- 4.3 Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability or integrity of the Cloud Software or Production Applications.

5. <u>Conditions</u>.

- 5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
 - Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software or Production Applications;
 - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
 - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
 - Browser or DNS caching that may make the production Cloud Software or Production Applications appear inaccessible when others can still access it;
 - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
 - File transfer, email or webmail delivery and transmission;
 - Circumstances beyond Ellucian's reasonable control;
 - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or

- Functional Cloud Software and/or Production Applications setup, configuration, or functionality outside the scope of this Contract.
- 5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.
- 5.3 A "System Change Window" means any change made to the Production Applications. During a System Change Window, Application monitoring will be measured and reported but Service Level Credits will not be provided until user acceptance testing (as mutually agreed by the parties) is completed.

6. <u>Service Level Credit Request, Payment Procedures</u>.

- 6.1 As part of Ellucian's obligation to provide the Cloud Software and Hosting Services, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software/Production Applications and must be received by Ellucian within thirty (30) days after such production Cloud Software/Production Applications was/were not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software/Production Applications was/were the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the fee paid by Client for Cloud Software/Hosting Services for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total fee paid by Client for Cloud Software/Hosting Services for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software/Production Applications. No Service Level Credits will be issued for non-production environments.
- 6.3 <u>Note</u>: If a Service Level Credit is due in the last billing cycle of the Cloud Software Term/Hosting Services Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term/Hosting Services Term or refunded, as the case may be. Service Level Credits are otherwise non-refundable and can be used only towards future billing charges for the Cloud Software/Hosting Services.

EXHIBIT 3 TO LICENSE ADDENDUM

Termination of HOSAL Upon Termination of Hosting Services Term: Pursuant to the terms contained in the Application Hosting Services Addendum of the Contract to which this License Addendum is attached, UL Lafayette has the right to terminate the Hosting Services, at its convenience and without penalty, upon at least thirty (30) days prior written notice to Contractor and otherwise in accordance with the terms and conditions governing such termination for convenience as outlined in the Contract. Subject to UL Lafayette's exercise of such termination for convenience of the Hosting Services in accordance with the terms of the Contract, the subscription for HOSAL set forth in Table 2 and Table 4 of the License Addendum will automatically terminate (without any action by or between the parties) concurrently with the effective date of the termination for convenience of the Hosting Services under the Contract and, upon such termination, UL Lafayette's right and license to access the HOSAL will terminate. Contractor will have the right to invoice UL Lafayette, as of the effective date of termination of HOSAL, for any subscription fees due up to and including the effective date of termination that have not then been paid by UL Lafayette, or (as applicable) will refund any subscription fees prepaid for any period following the effective date of termination.

Oracle Software Detail Table A:

ORACLE SUBSCRIPTION SOFTWARE ¹			
Browser/Web Server Configuration			
Required Oracle Products (included in Oracle Software Pricing)	Server	Pricing Metric	
Oracle Database Enterprise Edition	Database Server	18 Virtual	
Includes: JServer Enterprise Edition, interMedia, Objects Option, Networking Kit, Objects for OLE, Advanced Replication Option, Distributed Option,		Processors	
Parallel Query Option, (including bitmap indexes and parallel bitmap-star query), SQL*Plus, Visual Information Retrieval and Workflow.			
Also included are: Advanced Backup & Recovery, Queuing, Advanced, Connection Manager & Pooling, 64-bit option, Warehouse Builder, SQL Developer Data Modeler, MPI, OCI, ODBC Driver, Enterprise Manager and Enterprise backup utility.			
For OS/390 implementation, use of either Access Manager for CICS or Access Manager for IMS/TM is included.			
Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service information.			
Restricted use of Oracle Cloud File System is included, specifically for storing Oracle Software binaries and homes, Oracle software administrative files, and Oracle software diagnostic files.			
Diagnostics Pack	Database Server	18 Virtual	
Includes: Management Connectors for: Remedy Help Desk, Microsoft		Processors	
Operations Manager 2005, HP ServiceCenter/HP Service Manager, HP			
OpenView Operations, IBM Tivoli Enterprise Console, Microsoft System			
Center Operations Manager, CA Service Desk.			
Tuning Pack	Database Server	18 Virtual	
		Processors	

Notes to Oracle Cloud Software Detail Table A:

Subject to the restrictions and limitations of this Order Form, including without limitation the terms and conditions in the Oracle Cloud Software Supplement attached to this Order Form, as of the Execution Date, if Client exceeds the limitations or restrictions as otherwise specified in connection with the Oracle Cloud Software

license (including without limitation the number of processors and/or named users), or otherwise modifies the above configuration (i.e. multi-core processor chips are contemplated), then, upon discussion and agreement between the parties, additional fees may be assessed and/or additional terms and conditions may be imposed by Ellucian and/or Oracle Corporation. In this regard, additional virtual processors may be added at Ellucian's then-current fee for such additional virtual processors.

Oracle Software Detail Table B:

ORACLE SUBSCRIPTION SOFTWARE ¹				
Browser/Web Server Configuration				
Required Oracle Products (included in Oracle Software Pricing)	Server	Pricing Metric		
Oracle Database Enterprise Edition	Database Server	6 Virtual		
Includes: JServer Enterprise Edition, interMedia, Objects Option, Networking		Processors		
Kit, Objects for OLE, Advanced Replication Option, Distributed Option,				
Parallel Query Option, (including bitmap indexes and parallel bitmap-star				
query), SQL*Plus, Visual Information Retrieval and Workflow.				
Also included are: Advanced Backup & Recovery, Queuing, Advanced,				
Connection Manager & Pooling, 64-bit option, Warehouse Builder, SQL				
Developer Data Modeler, MPI, OCI, ODBC Driver, Enterprise Manager and				
Enterprise backup utility.				
For OS/390 implementation, use of either Access Manager for CICS or Access				
Manager for IMS/TM is included.				
Restricted Use: Oracle Internet Directory for the purposes of storing Oracle				
Database Service information.				
Restricted use of Oracle Cloud File System is included, specifically for storing				
Oracle Software binaries and homes, Oracle software administrative files, and				
Oracle software diagnostic files.				
Diagnostics Pack	Database Server	6 Virtual		
Includes: Management Connectors for: Remedy Help Desk, Microsoft		Processors		
Operations Manager 2005, HP ServiceCenter/HP Service Manager, HP				
OpenView Operations, IBM Tivoli Enterprise Console, Microsoft System				
Center Operations Manager, CA Service Desk.				
Tuning Pack	Database Server	6 Virtual		
		Processors		

Notes to Oracle Cloud Software Detail Table B:

¹ The terms of Note 1 to the Oracle Cloud Software Detail Table A above are incorporated herein by this reference.

EXHIBIT 4 TO LICENSE ADDENDUM

Data Protection

"Data Protection Law" means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under an Order Form, it will:

- (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
- (b) maintain the confidentiality of Client Personal Data in accordance with the terms stated in the Agreement to which this Exhibit 4 to License Addendum is attached;
- (c) process the Client Personal Data only in accordance with the Client's instructions. The parties agree that the relevant Order Form contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;
- (d) limit access to the Client Personal Data to Ellucian's employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (e) below;
- (e) require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data;
- (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
- (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An "Information Security Breach" is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
- (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Cervices. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most

recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and

(i) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (including, but not limited to, as a result of adherence to the EU-US Privacy Shield Framework), to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.

3. The parties agree that on the termination or completion of the provision of the relevant Software or services the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.

EXHIBIT 5 TO LICENSE ADDENDUM

Software Supplements referenced in Tables 1 – 3 of the License Addendum):

Informatica Software Supplement Microsoft Software Supplement Ellucian Talent Management Software Supplement Oracle Cloud Software Supplement – Application Specific Full Use HP Vertica Software Supplement Tableau Software Supplement

INFORMATICA SOFTWARE SUPPLEMENT (INFORMATICA LLC)

1. <u>Additional Definitions</u>. **Address** is a human-readable and human-interpretable description of a delivery point to which mail or other physical objects can be delivered. **Content** means any and all Address data, records and structures included in and associated with Address data provided in certain products. **Content Supplier** is a third party, often a postal administration or postal operator that has provided Informatica with data to be included in Content. **Content Update** is a new version of Content containing updated, improved, or enriched data.

2. <u>General License Terms</u>. In order for Informatica to make certain license services available, Informatica may collect certain information about Client's use of such services for purposes of understanding how they are being used, including without limitation information about frequency and duration of usage ("Usage Data"). Informatica reserves the right to aggregate such Usage Data in a form that does not identify Client or any individual and use such aggregated Usage Data for Informatica's internal business purposes and use and disclose such aggregated Usage Data for preparing and issuing normative and benchmarking data. Except as otherwise provided hereunder, Informatica agrees to hold all Client-specific Usage Data as Confidential Information pursuant to the Agreement. As between the parties, Informatica shall own all right, title, and interest in and to all intellectual property rights in all materials developed by or on behalf of Informatica based on or including as a component thereof any such aggregated Usage Data and all generalized knowledge, skill, know-how and expertise relating to such information.

3. Data as a Service (DaaS) Address Content and Web Service Subscriptions. The Informatica Services set forth in this subsection are subscription based licenses or services that require the additional licensing of country-specific or other content. In addition to the terms set forth herein and in the Agreement, certain Content Suppliers impose certain fixed and non-negotiable terms and conditions that Informatica is obliged to impose upon use of the Content ("Pass-through Terms"). The Pass-Through Terms are available at http://www.addressdoctor.com/en/support/download.html;#fbid=JN9Pexspgzi. By using the applicable Informatica Services, Client: (i) acknowledges having received and reviewed the Pass-through Terms, (ii) accepts the terms of the Pass-through Terms unconditionally, and (iii) understands and accepts the Pass-through Terms may be varied and/or augmented in the future by the Content Suppliers without notice. Any queries in regard to the Pass-through Terms may be addressed directly to the Content Suppler. Content Suppliers may from time to time require additional terms and conditions to be signed by the Client and Client agrees to do so immediately upon request or cease use of the Content.

Client will not use any Informatica Service or any data or information that is accessed or delivered through or derived therefrom to take any action, or assist others in taking any action, that (i) is unlawful, harassing, invasive of another's privacy, abusive, threatening, harmful, obscene, defamatory, libelous or fraudulent, (ii) violates the personal privacy rights of others, (iii) victimizes, harasses, degrades, or intimidates any individual or group of individuals, (iv) constitutes unauthorized or unsolicited transmission of advertising, junk or bulk email, or other form of unauthorized solicitation or spam, (v) constitutes an attempt to impersonate any person or entity, (vi) is intended to omit, delete, forge, or misrepresent transmission information, (vii) is intended to cloak the identity or contact information of Client or others, (viii) infringes or misappropriates any intellectual property of any third party, or (iv) interferes with or disrupts the use of the Informatica Services. Client acknowledges that Informatica neither endorses the content of any communications made under Client's account nor assumes responsibility for any material contained therein.

Informatica and/or the Content Suppliers may audit use of the Content on behalf of its licensors to ensure Client's usage is in accordance with the Agreement. Informatica may request from Client and make information on Content use available to the Content Suppliers at any time. In the event of misuse of Content by Client, Client may be required to pay additional fees. Client shall be fully liable for any and all additional fees arising due to misuse of the Content including but not restricted to any fines, penalties, damages or other fees payable to the Content Suppliers or third parties. Informatica may provide Client's contact details to the Content Supplier for use in the event that the Content Supplier wishes to contact Client directly for audit or any other reason.

No trademarks used in the Content may be used or reproduced by Client for any purposes. Client must not systematically query the Content in order to create a copy of the underlying reference databases. The Content

contains the intellectual property of the Content Suppliers and is licensed to the Client on an annual basis subject to payment of the applicable fees. The Content remains the intellectual property of the Content Suppliers at all times. The Client's own data and databases shall remain the property of Client. If one or more Addresses from the United Kingdom are processed by Client, Client acknowledges the right of Royal Mail on the basis of this contract to directly enforce all terms against Client relating to the postal reference data. Employees and representatives of the Royal Mail are authorized to inspect applicable accounting and Content at Client's site during general business hours and after adequate advanced notice in order to control the compliance with clauses concerning Royal Mail's data.

MICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the "Microsoft Products") that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Ellucian.

By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.

- 1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
- 2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
- 3. <u>NO WARRANTIES BY MICROSOFT</u>. CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY ELLUCIAN AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
- 4. <u>NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
- 6. Client agrees that Ellucian may disclose Client's information to Microsoft as reasonably necessary to verify compliance with this Order Form.
- 7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products' failure could lead to death or serious bodily injury of any person, or to sever physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client's use of the Microsoft Products in connection with any High Risk Use.
- 8. Microsoft is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client's compliance.

ELLUCIAN TALENT MANAGEMENT SOFTWARE SUPPLEMENT

- 1. <u>Ownership</u>: Ellucian Talent Management is owned by Cornerstone OnDemand, Inc. ("Cornerstone"). Cornerstone and/or its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to Ellucian Talent Management and the associated Documentation, and Cornerstone expressly reserves all rights not expressly granted to Client hereunder.
- 2. <u>Service Level Agreement (Availability)</u>: In place of any other availability targets/guarantees and service level agreements otherwise provided for in this Order Form or in the Agreement, the following Service Level Agreement will apply with respect to Ellucian Talent Management:

Cornerstone will provide at least 99.5% availability per calendar month to the Ellucian Talent Management Cloud Software, excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30 p.m. Pacific Time on Fridays. In the event that Cornerstone does not comply in all material respects with this availability obligation, then, for each 0.3% of availability below 99.5%, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against the Client's next invoice equal to 1/365th of the amount of the annual subscription fee for Ellucian Talent Management Cloud Software paid by Client. Client will submit a credit request as soon as reasonably practicable, but no later than thirty (30) days after the event giving rise to a credit. Upon receiving a request, Ellucian will work with Cornerstone to provide a response within ten (10) business days.

3. <u>DISCLAIMER OF WARRANTIES</u>: EXCEPT AS EXPRESSLY STATED IN THIS CLOUD SOFTWARE ORDER FORM, NEITHER ELLUCIAN NOR CORNERSTONE MAKES, AND EACH OF THEM HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WITH RESPECT TO ELLUCIAN TALENT MANAGEMENT AND ANY RIGHT OF ACCESS THERETO, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS SET FORTH IN THE SERVICE LEVEL AGREEMENT IN ATTACHMENT 1, NEITHER ELLUCIAN NOR CORNERSTONE WARRANTS THAT THE CLOUD SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE-VIRUS FREE OR COMPLETELY SECURE. THE CLOUD SOFTWARE IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT IN ATTACHMENT 1, CORNERSTONE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CORNERSTONE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CLIENT DATA, THIRD-PARTY CONTENT, THIRD-PARTY LINKS AND WEBSITES, AND ANY OTHER CONTENT NOT POSTED BY CORNERSTONE.

ORACLE CLOUD SOFTWARE SUPPLEMENT – APPLICATION SPECIFIC FULL USE

Note: Unless otherwise stated in the operative provisions below, this Software Supplement applies to the Oracle Corporation ("Oracle")-proprietary Cloud Software that is part of the Ellucian Cloud Software identified in the Contract to which this Software Supplement is appended.

1. <u>Additional Definitions</u>.

"Ancillary Programs" are defined as those third party materials specified in the program documentation which may only be used for the purpose of installing (i.e., in Ellucian's environment) or operating the Oracle Cloud Software with which the Ancillary Programs are delivered.

"Oracle Cloud Software" means the Oracle -proprietary Cloud Software that is part of the Ellucian Cloud Software identified in the Contract.

2. <u>Ownership</u>. Oracle owns the Oracle Cloud Software.

3. <u>Restrictions on Use of Oracle Cloud Software</u>. Client's use of the Oracle Cloud Software is subject to the following additional terms and conditions:

- (a) The provisioning of Oracle Cloud Software is based upon Client contracting for Cloud Software with Ellucian and may only be used in conjunction with the Ellucian Cloud Software. The Oracle Cloud Software is not available except through Ellucian Cloud Software. If Client chooses to add other DB/IAS options, additional charges will apply. The Oracle Cloud Software is non-transferrable, i.e. Client cannot port another Oracle license type into the Cloud Software at any time. If Client discontinues Ellucian's Cloud Software at the end of a contract term or otherwise, access to the Oracle Cloud Software terminates entirely, and Client will not have any rights to the Oracle Cloud Software and will not be able to convert it into a different license type. All required Oracle Database and Internet Application Server licenses will need to be licensed afresh by Client at that time.
- (b) Client has the right to use the Oracle Cloud Software only in object code form, only on the designated Equipment in Ellucian's environment), and only to process data for Client's business operations. Client's use of the Oracle Cloud Software is restricted as may otherwise be provided for in the documentation for the Oracle Cloud Software program in question. Client recognizes that the annual subscription fee is based on the hardware configuration on which such software will be run.
- (c) Client is prohibited from assigning, giving or transferring the Oracle Cloud Software to another individual or entity (and if Client grants a security interest in the Oracle Cloud Software, the secured party has no right to use or transfer the Oracle Cloud Software).
- (d) Client is prohibited from making the Oracle Cloud Software available in any timesharing, service bureau, hosting, outsourcing, subscription service or rental arrangement, in whole or in part.
- (e) Client agrees that the Oracle Cloud Software is limited for use only in conjunction with the Software owned by Ellucian and cannot be modified for use with any third party application.
- (f) Client agrees not to use the Oracle Cloud Software for any purpose except within the scope of the Software owned by Ellucian, in accordance with the restrictions set forth in the Contract.
- (g) Client acknowledges that the Oracle Cloud Software is proprietary to Oracle and is supplied by Ellucian under license from Oracle. Title to the Oracle Cloud Software will at all times remain

vested in Oracle or its designated successor and does not pass in any way to Client or any third party. Except for the right of use that is expressly provided to Client under the Contract, no right, title or interest in or to the Oracle Cloud Software is granted to Client.

- (h) Client will not reverse engineer (unless required by law for interoperability), disassemble or decompile the Oracle Cloud Software, in whole or in part, nor will Client duplicate the Oracle Cloud Software.
- (i) ORACLE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, ARISING FROM CLIENT'S USE OF THE ORACLE CLOUD SOFTWARE OR RELATED MATERIALS.
- (j) Client is prohibited from publishing any result of any benchmark tests run on the Oracle Cloud Software.
- (k) Client must comply fully with all applicable export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle Cloud Software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws.
- (I) Client acknowledges and agrees that Oracle is a third party beneficiary of the Contract with regard to the Oracle Cloud Software.
- (m) Client acknowledges and agrees that Oracle is not required to perform any obligation or to incur any liability unless expressly specified in the Contract.
- (n) Client acknowledges and agrees that Ellucian will be permitted, upon reasonable request, to periodically audit Client's use of the Oracle Cloud Software (including through an onsite audit or remote access, or both) and report such use to Oracle. Ellucian has the right to assign its right to audit Client's use of the Oracle Cloud Software to Oracle; Client will cooperate with each such audit as requested by Ellucian or Oracle. Client must remit payment within thirty (30) days of written notification any underpaid fees, with a failure to make such payment being a material breach of the Contract. Client will bear its own expenses in connection with any such audit, whether conducted by Ellucian or Oracle.
- (o) Client acknowledges and agrees that the Uniform Computer Information Transactions Act will have no applicability to the Oracle Cloud Software licensed hereunder.
- (p) In connection with Ellucian's warranty obligations relating to the Oracle Cloud Software, Client must, as a prerequisite to receiving any such warranty coverage, notify Ellucian of a Defect (for which the warranty will apply) within one (1) year after the Delivery Date. Further, no action, regardless of form, arising out of or relating to any Oracle Cloud Software licensed hereunder may be brought more than eighteen (18) months after the cause of action has accrued.
- (q) Certain third party technology may be appropriate or necessary to operate some Oracle Cloud Software programs and is specified in the program documentation and/or at a website specified in the program documentation. Such third party technology is licensed to Client under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the Contract.
- (r) Certain third party technology, which may include Ancillary Programs, ("Third Party Technology"), including certain open source Third Party Technology ("Open Source Technology") may be included on the same medium or as part of the download of Oracle Cloud Software provided to Client, but such Third Party Technology is licensed under the terms of Client's license agreement specified in

the program documentation referencing such Third Party Technology. Open Source Third Party Technology may be licensed on the terms of one or more of the following open source licenses: Mozilla Public License, Common Public License. GNU Lesser General Public License, Netscape: Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses"). Client may only use the Open Source Technology in compliance with the terms of this Order Form and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of Client's licensed use of applicable Oracle Cloud Software programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from Oracle programs are provided as a courtesy to Client and are licensed solely under the relevant Open Source License. ANY OPEN SOURCE TECHNOLOGY IS PROVIDED BY ELLUCIAN ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESSED OR IMPLIED), AND NEITHER ORACLE NOR ELLUCIAN WILL HAVE ANY LIABILITY IN CONNECTION WITH ANY OPEN SOURCE TECHNOLOGY ACCESSED OR UTILIZED BY CLIENT.

- (s) Without limitation, Client's right to use the Oracle Cloud Software is subject to the user limitations and product limitations provided for in the Contract.
- (t) In licensing the Oracle Cloud Software, Client has not relied on the future availability of any Oracleprovided programs or updates.
- (u) At the termination or expiration of the Contract for any cause whatsoever, Client shall discontinue its use of the Oracle Cloud Software and shall deliver the Oracle Cloud Software, including all archival or other copies of the Oracle Cloud Software, to Ellucian in accordance with the applicable provisions of the Contract and shall forfeit all rights to use and/or access the Oracle Cloud Software in any way.

HP/VERTICA SOFTWARE SUPPLEMENT

- 1. **Internal Use.** The use of the Cloud Software is for Client's internal purposes only and is subject to any specific software licensing information or restrictions that are in the Cloud Software and/or in the Documentation.
- 2. License Restrictions. Client may not make copies or distribute, reseller or sublicense the Cloud Software to third parties. Client may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Cloud Software. If there is a mandatory right for Client to do so under statute, Client must inform Ellucian in writing about such modifications.
- 3. **Global Trade Compliance.** Client agrees to comply with trade-related laws and regulations of the U.S. and other national governments. If Client exports, imports or otherwise transfers the Cloud Software, Client will be responsible for obtaining any required export or import authorizations.
- 4. **Compliance.** Ellucian or its licensor may audit Client's compliance with the Cloud Software.
- 5. **U.S. Government.** If the Cloud Software is licensed to Client for use in the performance of a U.S. Government prime contract or subcontract, Client agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under our standard commercial license.
- 6. Third Party Programs. The Cloud Software may include third party software programs that are subject to open source, freeware or pass through commercial licenses and/or notices that are required to be distributed with the Cloud Software. These licenses and notices are available to Client in the Cloud Software director, in Documentation or via a supplementary list provided by Ellucian or its licensor. Client shall not remove these agreements and notices. Any covenants, representations, warranties, indemnities and other commitments with respect to the Cloud Software are made by Ellucian and not by any authors or suppliers of, or contributors to, such open source, freeware or commercial programs. This Cloud Software Order Form does not modify or abridge any rights or obligations that you may have under the third party licenses included with the Cloud Software. Client's use is subject to the rights and obligations under the applicable open source, freeware or pass through license. Any third party program that is separate from, but delivered with, the Cloud Software, if any, is provided and licensed solely under the applicable open source, freeware or commercial pass through license for the program.
- 7. Ownership. No transfer of ownership or any intellectual property will occur under this Contract.
- 8. **Termination or Expiration of Licenses.** Immediately upon termination of expiration of the Cloud Software Term, Client will stop accessing the Cloud Software and destroy or return any copies of the Documentation to Ellucian. Ellucian or its licensor may ask Client to certify in writing that it has complied with this section.
- 9. Anti-Corruption Laws. Client agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions where Client does business (together, "Anti-Corruption Law"), and that it shall not in connection with the license to the Cloud Software make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly: to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Client further agrees that it will not take any action with would cause it to be in violation of the Anti-Corruption Laws. In case of breach of the above, Ellucian may suspend or terminate the subscription of the Cloud Software at any time without notice or indemnity. Client agrees to indemnity the non-breaching party for any losses, damages, fines or penalties which the non-breaching party may suffer or incur as a result of or incidental to any such violation.

TABLEAU SOFTWARE SUPPLEMENT

1. **Definitions**:

"**Contractor**" means those independent third parties who perform services for Client related to the Contract to which this Tableau Software Supplement is attached.

2. <u>Limited License</u>: Subject to the terms and conditions of this Tableau Software Supplement and all restrictions in the applicable Contract, Ellucian grants to Client a non-transferable, non-sublicenseable, non-exclusive license, during the Cloud Software Term, to use the Tableau code incorporated into the Cloud Software in object code form, in accordance with the applicable Documentation and solely to query and analyze data generated by Ellucian products (and no other data) in the manner permitted by the Cloud Software. Client may allow its Contractors to use the Cloud Software in accordance with this Cloud Software Order Form provided that Client shall remain liable for all acts and omissions of its Contractors as if a breach of the terms herein stated is a breach by Client.

3. License Scope and Restrictions. In order to use the Cloud Software, Client must use the subscription(s) activated and/or registered by Ellucian. Client shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Cloud Software or Third-Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Cloud Software or Third-Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Cloud Software or Third-Party Code (as defined below) for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Cloud Software or Third-Party Code; (d) modify any part of the Cloud Software or Third-Party Code, create a derivative work of any part of the Cloud Software or Third-Party Code, or incorporate the Cloud Software or Third-Party Code into or with other software, except to the extent expressly authorized in writing by Tableau Software, Inc. ("Tableau"); (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Cloud Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Tableau in connection with the Cloud Software, or use the Cloud Software together with any authorization code, serial number, or other copy protection device not supplied by Ellucian (or Tableau); (g) use the Cloud Software to develop a product which is competitive with any Cloud Software offerings; (h) use unauthorized license keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing; (i) enable access to the Cloud Software for a greater number of Users than the sum quantity of licenses purchased in this Cloud Software Order Form; or (j) reassign license rights between users so frequently as to enable a single license to be shared between users.

4. **Ownership**. Notwithstanding anything to the contrary, except for the limited license rights expressly provided to Client, Ellucian and its licensors have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Cloud Software, Third-Party Code and all copies, modifications and derivative works thereof (including any changes which incorporate any of Client's ideas, feedback or suggestions). Client acknowledges that it is obtaining only a limited license right to the Cloud Software and Third-Party Code and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Client.

5. <u>Confidentiality</u>. Client acknowledges that, it may obtain information relating to the Cloud Software or Tableau, including, but not limited to, code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data ("Confidential Information"). Client shall not disclose Confidential Information to any third party or use Confidential Information for any purpose other than the use of the Cloud Software as licensed hereunder.

6. **Warranty Disclaimer**. EXCEPT FOR ANY WARRANTY THAT MAY BE OFFERED BY ELLUCIAN, THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE, IS PROVIDED "AS IS" AND TABLEAU MAKES NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE CLOUD SOFTWARE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Damages and Remedies. IN NO EVENT SHALL TABLEAU BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE CLOUD SOFTWARE. NOTWITHSTANDING ANYTHING IN AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF TABLEAU TO CLIENT, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FEES PAID BY CLIENT WITH RESPECT TO THE CLOUD SOFTWARE. TABLEAU SHALL NOT BE LIABLE FOR LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, REGARDLESS OF LEGAL THEORY, EVEN IF TABLEAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT TABLEAU WOULD NOT PERMIT CLIENT TO USE THE CLOUD SOFTWARE ABSENT THE TERMS OF THIS SECTION. THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED HEREIN SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. **Export Compliance**. Client acknowledges that the Cloud Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. Client shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Cloud Software: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern); (iii) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

9. **Government End-Users**. The Cloud Software is commercial computer software. If the user or licensee of the Cloud Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Cloud Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Cloud Software was developed fully at private expense. All other use is prohibited.

10. <u>Audit Rights</u>. Upon Tableau's written request, Client shall certify in a signed writing that its use of the Cloud Software is in full compliance with the terms of the Contract and this Tableau Software Supplement and provide a current list of users. With prior reasonable notice, Tableau may audit the Cloud Software in use by Client, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that Client has installed, accessed, or permitted access to the Cloud Software in a manner that is not permitted under the Cloud Software Order Form and this Tableau Software Supplement, then Client is liable for the reasonable costs of the audit in addition to any other fees, damages, and penalties Tableau may be entitled to hereunder and pursuant to applicable law.

11. <u>Third Party Beneficiary</u>. Client acknowledges that Tableau has a substantial interest in the Cloud Software and that Tableau is a third party beneficiary to this Tableau Software Supplement. As such, Tableau has full right to bring any action against Client, including injunctive action, to enforce the terms of this Tableau Software Supplement.

12. <u>Third-Party Code</u>. The Cloud Software may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Client upon Client's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Tableau Software Supplement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

13. <u>Termination and Survival</u>. The terms set forth in the sections entitled License Scope and Restrictions, Ownership, Confidentiality, Warranty Disclaimer, Limitation of Damages and Remedies, and Third Party Beneficiary shall survive any termination of the Contract.

MAINTENANCE AND SUPPORT SERVICES ADDENDUM

TABLE 4 - MAINTENANCE AND SUPPORT SERVICES:

Pursuant to Article VII of the Agreement, Ellucian will provide Maintenance and Support Services for the Licensed Software identified in Table 4 below.

PARTIAL CONTRACT YEAR PAYMENT AMOUNT:	\$301,820 ¹
PARTIAL CONTRACT YEAR PAYMENT DATE:	December 1, 2019
FIRST ANNUAL CONTRACT YEAR PAYMENT DATE:	July 1, 2020
EXPIRATION DATE:	June 30, 2022 ⁹

Licensed Software	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Base Year Fee
Banner Student (includes Student Self- Service and Faculty and Advisor Self- Service)	July 1/June 30	June 30, 2022	Advantage Plus ²	Included
EDI.Smart (one (1) licensed copy to be used on only one (1) Windows-based personal computer)	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Financial Aid (includes Financial Aid Self-Service)	July 1/June 30	June 30, 2022	Advantage Plus	Included
CSS Profile Interface	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Finance (includes Finance Self- Service)	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Human Resources (includes Employee Self-Service)	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Advancement (includes Advancement Self-Service)	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Workflow	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Student Retention Performance ³	July 1/June 30	June 30, 2022 ⁴	Advantage Plus	Included
Banner Recruiting and Admissions Performance	July 1/June 30	June 30, 2022 ⁴	Advantage Plus	Included
Ellucian Degree Works	July 1/June 30	June 30, 2022 ⁵	Advantage Plus	Included
Ellucian International Student & Scholar Management	July 1/June 30	June 30, 2022	Advantage Plus	Included
Luminis Basic	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Integration Technologies	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Integration for eLearning	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner International Tax Navigator Interface	July 1/June 30	June 30, 2022	Advantage Plus	Included
Banner Operational Data Store	July 1/June 30	June 30, 2022	Advantage Plus	Included

Licensed Software	Contract Year	Expiration Date	Maintenance	Base Year
Denne an Enternaise Dete Manuel aver	Begins/Ends	lune 20, 2022	Standards	Fee
Banner Enterprise Data Warehouse	July 1/June 30	June 30, 2022	Advantage Plus	Included
Ellucian Mobile – Platform Edition	July 1/June 30	June 30, 2022	Advantage Plus	Included
Oracle Software – Application Specific Full Use ⁶	July 1/June 30	June 30, 2022 ⁷	Advantage Plus	Included
 Data Integrator Enterprise Edition Internet Developer Suite Programmer 				
Programmer	hulu 1 (hun a 20	lune 20, 2022 7	Advantage	Lio ali i al a al
IBM Cognos Software – Restricted Use License	July 1/June 30	June 30, 2022 ⁷	Advantage Plus	Included
Banner Document Management Integration Component	July 1/June 30	June 30, 2022	Advantage Plus	Included
 Banner Document Management Suite ApplicationXtender Capture Package ApplicationXtender Desktop ApplicationXtender for Office ApplicationXtender Media Distribution ApplicationXtender Package ApplicationXtender Reports Management Package ApplicationXtender Test Package ApplicationXtender Web Access .NET ApplicationXtender Web Services Evisions IntelleCheck Accounts Payable Module Payroll Check Module Email Direct Deposit for Statement for A/P 	July 1/June 30 July 1/June 30	June 30, 2022 ⁷ June 30, 2022 ⁷	Advantage Plus Advantage ⁸	Included
 Email Direct Deposit for Payroll Evisions FormFusion FormFusion Enterprise Email w/encryption PL-SQL Director Banner Document Management Integration 	July 1/June 30	June 30, 2022 ⁷	Advantage	Included
Applications Manager by Automic (2 Windows Automation Engines, 2 Windows Agents, 1 Banner Agent and 1 Graphical Analysis Package)	July 1/June 30	June 30, 2022 ⁷	Advantage	Included
Automic Limited Use Enterprise License Upgrade (from Linux-specific version)	July 1/June 30	June 30, 2022 ⁷	Advantage Plus	Included
· · · · · · · · · · · · · · · · · · ·	· · ·		TOTAL:	\$532,497

Notes to Table 4:

- ¹ The pricing stated herein is valid only if the Execution Date occurs in the month of December 2019.
- ² The Advantage Plus Maintenance Standards are as described in Exhibit 1 to this Maintenance and Support Services Addendum.

- ³ Improvement fees are based on the license usage restrictions provided for in the Contract and will increase if UL Lafayette's scope of use increases beyond the license usage restrictions provided for therein.
- ⁴ The IBM Cognos Software embedded in the Student Retention Performance Licensed Software is owned by a third party.
- ⁵ The Steno Run-Time Library product embedded in the Baseline Ellucian Degree Works Licensed Software is owned by a third party.
- ⁶ The fee pricing stated above is valid only if the Execution Date occurs on or before December 30, 2019 at 11:00 a.m. (CST).
- ⁷ Indicates the Licensed Software is owned by a third party.
- ⁸ The Advantage Maintenance Standards are as described in Exhibit 2 to this Maintenance and Support Services Addendum.
- ⁹ The stated Expiration Date is subject to extension for up to (but not more than) two additional Contract Years through June 30, 2024 as described in the opening paragraphs of page 1 of the Agreement (any such extension shall require written approval from JLCB).

PAYMENT TERMS FOR TABLE 4: For the Baseline Licensed Software set forth in Table 4 above, for the period beginning December 1, 2019 and ending June 30, 2020, Client shall owe the Partial Contract Year Payment Amount identified and payment shall be due to Ellucian on the latter of (a) thirty (30) days from the date of such invoice or (b) the Partial Contract Year Payment Date. Fees for Maintenance and Support Services for each subsequent Contract Year will be billed in advance of the start of each such Contract Year, may increase by not more than five percent (5%) over the amount payable for Maintenance and Support Services for the immediately preceding Contract Year, and are payable on July 1 of each applicable Contract Year throughout the remainder of the Term. Maintenance and Support Services will not continue beyond the Expiration Date absent a separate written agreement between the Parties.

Note: Dates indicated in the following table for full year three and four are pending approval of extension form JLCB.

For the Parties' convenience and budgetary planning purposes only, the Payment Terms For Table 4 are summarized in the following table:

Description of Payment	Amount	Estimated Due Date
Partial Contract Year Payment Amount for Table 4 (12/1/19 – 6/30/20):	\$301,820	December 1, 2019
Annual Maintenance and Support Services Fee for Table 4 (7/1/20 – 6/30/21):	\$532,497	July 1, 2020
Annual Maintenance and Support Services Fee for Table 4 (7/1/21 – 6/30/22):	\$559,122	July 1, 2021
Annual Maintenance and Support Services Fee for Table 4 (7/1/22 – 6/30/23):	\$587,078	July 1, 2022
Annual Maintenance and Support Services Fee for Table 4 (7/1/23 – 6/30/24):	\$616,432	July 1, 2023

EXHIBIT 1 TO MAINTENANCE AND SUPPORT SERVICES ADDENDUM

Maintenance Standards – Advantage Plus Level

I. Defined Terms:

"<u>Notification</u>" means a communication to Ellucian's Action Line by means of: (i) Ellucian's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification that UL Lafayette believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents UL Lafayette from performing data processing which is critical to UL Lafayette's operations on the day on which the alleged Defect is reported.

"<u>Priority Two Call</u>" means a Notification that UL Lafayette believes that a Defect has caused a partial failure of UL Lafayette's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to UL Lafayette's operations on the day on which the alleged Defect is reported.

"<u>Priority Three Call</u>" means a Notification that UL Lafayette believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in UL Lafayette's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to UL Lafayette's operations.

"<u>Priority Four Call</u>" means a Notification that UL Lafayette believes that a Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian's "Action Line" Telephone Support Will be Available to UL Lafayette in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: Ellucian's Action Line uses an automated answering system to receive and record telephone calls from client, as well as to receive reports via Ellucian's Customer Support Center and e-mail. This system allows Ellucian's Action Line staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a UL Lafayette's telephone call.

III. Targeted Response Times: With respect to Ellucian's Maintenance obligations, Ellucian will use diligent, commercially reasonable efforts to respond to Notifications from UL Lafayette relating to the Baseline Software identified in the Maintenance and Support Services Addendum in accordance with the following guidelines:

Priority One Calls – one (1) hours or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Ellucian representative to UL Lafayette to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian's obligation to respond to UL Lafayette, UL Lafayette must follow the policies and procedures of Ellucian's Action Line (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

EXHIBIT 2 TO MAINTENANCE AND SUPPORT SERVICES ADDENDUM

Maintenance Standards – Advantage Level

I. Defined Terms:

"<u>Notification</u>" means a communication to Ellucian's Action Line by means of: (i) Ellucian's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification that UL Lafayette believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents UL Lafayette from performing data processing which is critical to UL Lafayette's operations on the day on which the alleged Defect is reported.

"<u>Priority Two Call</u>" means a Notification that UL Lafayette believes that a Defect has caused a partial failure of UL Lafayette's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to UL Lafayette's operations on the day on which the alleged Defect is reported.

"<u>Priority Three Call</u>" means a Notification that UL Lafayette believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in UL Lafayette's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to UL Lafayette's operations.

"<u>Priority Four Call</u>" means a Notification that UL Lafayette believes that a Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

- II. Hours During Which Ellucian's "Action Line" Telephone Support Will be Available to UL Lafayette in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and Ellucian-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).
- **III. Targeted Response Times:** With respect to Ellucian's Maintenance obligations, Ellucian will use reasonable efforts to respond to Notifications from UL Lafayette relating to the Baseline Software identified in the Maintenance and Support Services Addendum in accordance with the following guidelines, with the time period to be measured beginning with the first Ellucian Action Line business hour occurring after Ellucian's receipt of the Notification:

Priority One Calls – two (2) hours or less. Priority Two Calls – four (4) hours or less. Priority Three Calls – twenty-four (24) hours or less. Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Ellucian representative to UL Lafayette to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian's obligation to respond to UL Lafayette, UL Lafayette must follow the policies and procedures of Ellucian's Action Line (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

APPLICATION HOSTING SERVICES ADDENDUM

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish Application Hosting Services to UL Lafayette in consideration of Client's payment of a monthly fee for same as specified in Attachment I (including Schedules A – C and the Monthly Payment Schedule attached thereto).

1.1 CONCISE DESCRIPTION OF SERVICES

Contractor hereby agrees to provide UL Lafayette with the Application Hosting Services set forth in the Statement of Work specified in Attachment I.

2.0 STATEMENT OF WORK: COMPLETE DESCRIPTION OF SERVICES / TASKS

Contractor will perform services according to the terms of this Agreement and according to the Statement of Work specified in Attachment I.

3.0 TERM OF APPLICATION HOSTING SERVICES

These services to be provided pursuant to this Contract shall begin on **December 1, 2019** (the "Commencement Date") and shall end on **June 30, 2022** (the "Expiration Date"). UL Lafayette will have the right (the "Early Termination Right") to terminate these services at its convenience, by providing written notice of such termination to Contractor (Contractor's receipt of such notice is referred to herein as the "Termination Notice Date"). In the event of UL Lafayette's exercise of the Early Termination Right as provided for above, termination will be effective thirty (30) days following the Termination Notice Date (the "effective date of termination") and Contractor shall be paid in full for all Application Hosting Services rendered up to and including the effective date of termination, all of which shall be due and payable in full in any event upon the effective date of termination.

4.0 COMPENSATION/PAYMENT TERMS

The maximum amount authorized to be paid under this Application Hosting Services Addendum is **\$4,542,835** (subject to the terms stated in Section 1.10 of the Contract to which this Application Hosting Services Addendum is attached). The fees identified herein are for Hosting Services provided during the "Hosting Services Term" (commencing on December 1, 2019 and ending on June 30, 2022) and include all out-of-pocket expenses incurred by Contractor for performance of the Hosting Services described in Attachment I. UL Lafayette will pay the fees for Hosting Services on a monthly basis in fifty-five (55) consecutive monthly installments of \$82,597 each, beginning December 1, 2019 through June 1, 2024. Ellucian will invoice UL Lafayette in advance of each month during the Hosting Services Term for the monthly installment, and UL Lafayette's payments shall be due within thirty (30) days of the date of each such invoice.

Note: Dates beyond June 30, 2022 indicated in section 4.0 are pending approval of extension form JLCB.

ATTACHMENT I

APPLICATION HOSTING SERVICES – STATEMENT OF WORK ("SOW") AND MONTHLY PAYMENT SCHEDULE

- 1. <u>Definitions</u>. The defined terms in the Agreement will have the same meaning in this SOW unless the context clearly indicates otherwise. In addition to the defined terms in the Agreement, the following defined terms will apply to this SOW:
- 1.1 *"Agreement"* means the Agreement, Work Order or Amendment to which this SOW is attached.
- 1.2 *"Application(s)"* means the application software modules listed in the Application Inventory in Schedule A, that are purchased or licensed by Client (or provided by Ellucian for Client's benefit) and installed on the Cloud Environment.
- 1.3 *"Application Configuration Administration"* means the setting and adjusting of Application global, system, class, and/or user-specific defined data elements that affect the functionality or display of the Application, and for those which are modifiable only through vendor-delivered Application entry screens, forms, processes or utilities, for the Applications supported under this SOW.
- 1.4 *"Application Home"* means the specific set of software code, or software code tree, used for the process of running a specific Application.
- 1.5 *"Application Security Administration"* means the granting and revoking of global, class, and/or user-specific data entry forms, processes, and reports, through baseline (i.e., general release without modification) and delivered Application screens and utilities, for that which are accessed or run by end users and/or used by the Applications supported under this SOW.
- 1.6 "*Client System(s)*" means the Applications and data, which are installed on or reside on the Cloud Environment.
- 1.7 *"Cloud Environment"* means the computing and networking resources (including servers, storage systems, backups systems, and network access components) provided or used by Ellucian.
- 1.8 *"Core Component"* means the Application(s) which provides the primary functionality which the majority of the user population interfaces with on a regular and ongoing basis.
- 1.9 *"Database"* means the physical data files tied to one or more Database Instances.
- 1.10 *"Database Instance"* means the logical set of resources and node-specific configuration files required to operate a Database.
- 1.11 *"ERP"* means enterprise resource planning.
- 1.12 *"Full Time Equivalent" or "FTE"* is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.
- 1.13 *"Hosting Services"* means the hosting services provided by Ellucian for the Applications, as described in this SOW.

- 1.14 *"Hosting Services Term"* means the term during which Ellucian will provide the Hosting Services, as otherwise provided for in the Agreement.
- 1.15 *"Production"* means the specific Applications (as well as the Database Instances, Databases, and Cloud Environment running the Applications) which are exclusively used as the single authoritative and "live" system the Client interacts with for transactional processing. Production excludes any and all testing, training and/or other non-live Application or environment instances.
- 1.16 *"Schedule A"* means the Schedule attached to this SOW as Schedule A and labeled "Service Configuration and Systems Inventory."
- 1.17 *"Schedule B"* means the Schedule attached to this SOW as Schedule B and labeled "Standard Maintenance Windows."
- 1.18 *"Schedule C"* means the Schedule attached to this SOW as Schedule C and labeled "Information Security Addendum."
- 1.19 *"Service Incident"* means a disruption to normal service operations.
- 1.20 *"Service Request"* means a request by an authorized user for information, advice, access, role change or other inquiry that may facilitate a change to the current state of Client's System or Cloud Environment.
- 1.21 *"Transition"* or *"Transition Services"* means and refers to the process of planning, directing and coordinating the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or other third parties to Ellucian for delivery of the Applications.
- 1.22 *"VPN"* means an encrypted, secure virtual private network pathway used for the purpose of remote connectivity.

2. <u>Delivery Environment</u>.

- 2.1 Ellucian will deliver the Hosting Services from a Cloud Environment satisfying the requirements of the Applications hosted under this SOW. The Cloud Environment will align with the security controls and attributes set forth in the Information Security Addendum attached hereto as Schedule C.
- 2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the Cloud Environment.
- 2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the Cloud Environment:
 - a. Backup
 - b. Disaster Recovery
 - c. Internet connectivity
 - d. Load balancing
 - e. Monitoring
 - f. Operating Systems
 - g. Security Scanning

3. <u>Hosting Services Functional Requirements.</u>

3.1 Ellucian will host all Production and non-Production environments identified in Schedule A and all associated Applications.

- 3.2 Ellucian will provide Client storage for all Applications and associated Databases.
- 3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the Applications.
- 3.4 Ellucian uses a global delivery model in performing the Hosting Services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. <u>Information Security</u>.

Please refer to the Information Security Addendum attached hereto as Schedule C.

5. <u>Transition Services</u>. Ellucian will establish a team (the "Transition Team") to be led by a Transition Manager. The Transition Team will plan, direct and coordinate the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or third parties to Ellucian for the delivery of the Applications. The timeframe for any Transition Services will be based on the project scope/requirements and will be finalized and agreed upon by the parties during or promptly following the initial meeting between Ellucian and Client.

The Transition Manager will be Ellucian's primary Cloud point of contact during performance of the Transition Services as described herein. The Transition Manager will be responsible for:

- a. Managing Transition deliverables, including the charter, schedule, and Client Care/portal site.
- b. Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
- c. Confirming all resources involved in the Transition Services have a common understanding of the needs of both businesses as well as the project deliverables.
- d. Managing scope and delivery timetables to be consistent and complementary with the objectives of the Transition Services.
- e. Monitoring progress and reporting the status of the Transition Services to all stakeholders.
- 6. <u>Ellucian Communications with Client</u>. During the Hosting Services Term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the Cloud Environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Hosting Services-related activities.
- **7. Operating System Administration Services.** Ellucian will provide Operating System ("OS") Administration for the OS environments in the Cloud Environment. In this regard, Ellucian will be responsible for:
 - a. Installations and configurations of the OS environments for Application environments.
 - b. Maintaining access to and control of special user accounts used for OS administration (i.e. "ROOT" or "Administrator").
 - c. Installation of patches and updates from the applicable vendor(s) for OS environments.
 - d. Troubleshooting and resolving OS incidents.
- 8. <u>Database and Application Administration Services</u>. Ellucian will provide Database Administration ("DBA") Services and Application Administration Services for the Databases, Application Homes and Application environments as defined in Schedule A.
- 8.1 Ellucian will:
 - a. Install, configure, and update Applications as defined in Schedule A, and Database environments for vendor-specific systems.

- b. Configure, as defined in Schedule A, baseline Application Home environments for vendor-specific systems.
- c. Perform Database system level security administration for the Database environments.
- d. Perform Database and Application Home clones, system refreshes or replications, for the Cloud Environment as agreed by the parties up to two (2) requests per month.
- e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those Application accounts requiring such access, to Databases, Database Instances and Applications.
- f. Provide troubleshooting and diagnostic support for the Databases, Database Instances and Database Homes.
- g. Provide troubleshooting and diagnostic support for the Applications, Application configurations and Application Homes.
- h. Provide reasonable assistance with application maintenance issues requiring Database and Application administration knowledge and experience for designated Applications.
- i. Perform tuning and adjusting of Database and Database Instance, and Application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated Applications.
- j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated Applications.

8.2 Client will:

- a. Appoint or provide a user liaison to coordinate and perform the Application Security Administration functions and duties as requested by the Client for the Applications.
- b. Appoint or provide user liaison(s) to coordinate and perform the Application Configuration Administration functions and duties as requested by the Client for the Applications.
- c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the Applications.
- d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the Applications, and to develop and/or correct Client-developed customizations to Applications.
- e. Maintain active software support contracts with Ellucian and third party vendors for all Applications such that the appropriate vendor will provide personnel to develop and/or correct code in the Applications as needed.
- f. Provide functional, technical programming and user liaisons to provide troubleshooting of Application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
- g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting Application jobs and job streams submitted either through the Application or in a supported scheduling system.
- h. Provide support for all user functions, management and other Applications not defined in this SOW.
- i. Communicate any applicable Database or Application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
- j. Provide all end-user workstation and mobile device desktop and peripherals support for the Applications.
- k. Provide support for all user reporting for applications (including those Applications defined in this SOW), including other ancillary third party systems.
- **9. Backups and Disaster Recovery.** Ellucian will back up the Applications. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of data in the Client's Databases and Applications, but will only be responsible for appropriately backing up the data in the Databases and Applications supported under this SOW.
- 9.1 <u>Backups</u>. Ellucian will conduct regular backup of all data and configuration files required for availability of Hosting Services. The retention of this data is separated into the following components:

- Database backups will be retained for three (3) months
- *Point in Time* backups will be retained for one (1) week

These durations are provided as part of the standard Hosting Services. At the end of these durations, the oldest copies of files will be deleted.

Client may request copies of Database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each Database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

- 9.2 <u>Disaster Recovery</u>. Ellucian will maintain a disaster recovery plan for the Production environments within the Hosting Services. If the primary Cloud Environment is damaged in whole or in part preventing Ellucian from securely delivering the Hosting Services, Ellucian will failover the primary Cloud Environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Hosting Services are declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the Hosting Services became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. <u>Note</u>: Any Hosting Services downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined in Exhibit 2 to the License Addendum.
- **10. Systems Monitoring.** Ellucian will monitor the Cloud Environment on a 24x7x365 basis.
- 10.1 Ellucian will monitor the Application components and the Cloud Environment for availability.
- 10.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the Applications.
- 11. <u>Standard External Interfaces for Integrations</u>. Installation and operation of supported Applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under this SOW: (i) those defined baseline integration paths, integrations and interfaces listed in Section 11.2 below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in Schedule A.
- 11.1 As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:
 - a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
 - i. Public Internet Access Used for Applications such as Portal and Self-Service.
 - ii. Site-to-Site VPN A pair of VPN routers is configured, shipped, monitored, and maintained by Ellucian to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers. The Site-to-Site VPN will be configured with industry standard encryption protocols.
 - Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
 - c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.

- d. Maintain Internet firewalls to protect the Applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.
- 11.2 <u>Baseline Integrations</u> The following are included as part of the Hosting Services:

Baseline Integrations				
Function	Protocols			
	Internet, Site to Site VPN,			
Upload or Download Data	Cloud Peer	Secure File Transfer		
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print		
Directory Authentication*	Site to Site VPN, Cloud Peer	Secure LDAP		
Integrations through Ellucian's standard web	Internet, Site to Site VPN,			
services APIs	Cloud Peer	HTTP/Secure HTTP		

*Authentication is based on Client's directory.

- 11.3 As it relates to any external interfaces/defined third party integration services as described herein, Client will:
 - a. Submit any new interface or connectivity requirement requests to Ellucian in writing at least fourteen (14) days in advance.
 - b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.
- 12. <u>Managing Service Requests</u>. Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for Service Incident management, Service Request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.
- 12.1 Ellucian will:
 - a. Deploy a self-service web portal for the reporting of Service Incidents, Service Requests and change requests.
 - b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
 - c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the Applications supported in this SOW.
 - d. Escalate unresolved Service Incidents or Service Requests as designated in Ellucian's incident management process.
- 12.2 Client will provide Ellucian with current and updated contact information.
- **13.** <u>**Conditions to offer Hosting Services.** In order for Ellucian to provide the Hosting Services, Client will be responsible for the following:</u>
 - a. Licensing all Applications listed in Schedule A to permit the Applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the Cloud Environment.
 - b. Paying for any upgrades (i.e., SSL purchase and renewals, compiler purchase and renewals) that are reasonably necessary or required to operate the Applications located within the Cloud Environment as appropriate.

- c. Permitting and scheduling required downtime within reasonable timeframes for the Applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the Production systems while end users, staff, faculty or other users are using such systems. Certain non-Production maintenance activities require terminating user access to the Applications.
- d. Consulting with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.
- e. Bearing the cost of all Client-maintained customizations and customized code enhancements required to operate within the Cloud Environment to the extent not expressly provided through this SOW.
- f. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) installing additional software on, (ii) requiring additional software to be installed on, or (iii) modifying Applications or any other software or systems installed on or within, the Cloud Environment.
- g. To the extent that this SOW provides for Ellucian to host any software that was not licensed to Client by Ellucian ("Other Vendor Software"), Client's execution of the Agreement constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable Ellucian to provide the Hosting Services and other services in connection with such Other Vendor Software, without the payment of any amounts or the provision of any additional consideration by Ellucian to the licensor of such Other Vendor Software or to any other person or entity whatsoever.
- h. Further, Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in Schedule A. Client will be solely responsible for obtaining the right for Ellucian to have access to and use all software (inclusive of database and middleware) and resources in order for Ellucian to perform the Hosting Services, including without limitation all permissions and sublicenses required from third party vendors ("Third Party Access Rights"). Ellucian will not be liable for Client's failure to secure sufficient Third Party Access Rights licenses. In addition, Ellucian will not be responsible for non-performance if Ellucian's non-performance is caused by Client's failure to obtain the requisite Third Party Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in Other Vendor Software or third party hardware. Upon request, Client will provide documentation to Ellucian of its licenses for Other Vendor Software prior to Ellucian making adjustments to the resources used to provide the Hosting Services.
- 14. <u>Lawful Use</u>. The Client's System may not be used in any manner that would violate or infringe upon any applicable laws, copyrights, trademarks, trade secrets, right of publicity, right of privacy or any other right of any person or entity. The Client's System may not be used to access or store any material which is obscene, libelous or defamatory. Hosting Services may not be used for the purpose of transporting or storing any material, which is obscene, libelous or defamatory. Client must also comply with appropriate use requirements for other non-Ellucian networks Client may access through Client's System or the Hosting Services.
- **15.** <u>Third Party Providers</u>. Ellucian may utilize certain third party providers, including but not limited to for the provision of certain hosting services infrastructure and components. Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of the Hosting Services. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <u>http://aws.amazon.com/legal</u>.
- **16.** <u>Price Escalators</u>. The annual fee for the Hosting Services will not increase during the initial Hosting Services Term except as stated in accordance with Section 1.10 of the Contract to which this Application Hosting Services Addendum is attached.

17. <u>Events Upon Termination</u>.

17.1 Upon termination or expiration of the Hosting Services Term, Client access and use of the Hosting Services will immediately cease, and Client will have no further access to or use of the Hosting Services.

- 17.2 Upon termination or expiration of the Hosting Services Term, provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Hosting Services Term, Ellucian will, at no additional charge to Client, promptly provide Client with (a) a copy of the current Database; (b) a copy of the current code tree or related Application files that may have been modified from installation; and (c) any other Application data files for in scope Applications that contain Client content. Such Client data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention and disposal policies.
- **18.** <u>Ellucian Property</u>. Any hardware, software or other items owned, leased, or licensed by Ellucian and used in provision of the Hosting Services will at all times remain the property of Ellucian and will not in any event transfer to Client. Client hereby acknowledges that it will not make any claims to or claim ownership or right to possession of any such hardware, software or other items.

Application Hosting Services: General Support, Incident Prioritization, and Target Response Metrics

1. <u>General Support</u>

Standard Hours of Support: "*Normal Business Hours*" are defined as Monday through Friday, 8:00 AM to 5:00 PM (Client's local time) and exclude Ellucian's observed holidays. Upon Client's request, Ellucian will provide Client with a listing of such holidays. Work affecting non-Production systems or work which is reasonably deemed by Ellucian as non-mission-critical will be performed only during Normal Business Hours.

After Hours Support: Work to resolve incidents of "Priority 1" and "Priority 2" will be performed after Normal Business Hours as appropriate.

2. Incident Prioritization:

Priority Levels: The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of an incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Priority Level	Definition
P1	System Down
FI	Issues that result in an active Client Production environment not being available
	Major Functionality Issue
P2	Issues that cause any mission-critical functions in a Production environment to perform
	unacceptably or to fail
ca	Minor Functionality Issue
P3	Issues that do not meet the criteria for P1 or P2

3. <u>Target Response Metrics</u>

Response times listed below reflect targets and are not (and should not be construed as) contractual obligations. Response time commitments do not imply, promise or guarantee a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which the Client will be contacted by Ellucian technicians after service desk triaging and routing the issue to either the Client's onsite representative or Ellucian support. Ellucian technicians will begin triaging the request to seek a resolution of the issue once communication with the Client has been established to validate an incident and depending on the priority level as described below. In the event an issue is identified as needing to be escalated or triaged to Client's onsite representative or third party vendor during times when the Client does not provide or has not contracted for on site or third party support or at any time the Client is unavailable in a manner that would prevent referral of an issue to the next level of support, the referral will be made within the response times set forth below when the Client site is next available for business during Normal Business Hours.

Priority Level	Target Response Time	Notification Schedule
P1	60 Minutes	Every 60 minutes after triage via email or phone until resolution and via ITSM incident management tool
P2	4 Hours	Updates via ITSM incident management tool
P3	Next business day	Updates via ITSM incident management tool

Schedule A to Attachment I to Application Hosting Services Addendum

Service Configuration and System Inventory						
Client Name	: University of Louisiana	at Lafayette				
Total FTE (IPEDS/ Intl Equiv.)	: 15,999					
Application Inventory						
		Non-Production				
Core ERP Application:	Production Instance	Instance				
Description	Count	Count				
Banner ERP Base (Database, JobSub, Banner 9						
Applications, EIS, BEP, BEIS, ESM, Ethos Integration)	1	1				
Additional Non-Production Instances		1				
		Non-Productio				
Product Components:	Production Instance	Instance				
Description	Count	Count				
Banner Workflow	1	1				
Ellucian Mobile	1	1				
Business Intelligence (ODS/EDW) (R4 Upsize)	1	1				
IBM Cognos	1	1				
Banner Document Management Suite	1	1				
Banner Enterprise Job Scheduler by Automic (UC4)	1	1				
Banner Recruiting & Admissions Performance	1	1				
Banner Student Retention Performance	1	1				
Recruit Integration Manager	1	1				
Ellucian DegreeWorks	1	1				
Evisions FormFusion	1	1				
Evisions IntelleCheck	1	1				
Ellucian Luminis Platform	1	1				
Runner Technologies: CLEAN Address	1	1				

Baseline Integrations								
Function	Path	Protocol						
	Internet, Site to Site	Secure File						
Upload or Download of data	VPN, Cloud Peer	Transfer						
	Site to Site VPN,							
System Printing from ERP	Cloud Peer	UNIX Print						
	Site to Site VPN,							
Directory Authentication*	Cloud Peer	Secure LDAP						
	Internet, Site to Site	HTTP/Secure						
Integrations through Ellucian standard web services APIs	VPN, Cloud Peer	HTTP						
*Authentication is based on the Client's directory.								

Validation of 3rd Party Licenses					
Quantity	Description	Provided by			

24	Application Specific Hosted Oracle Enterprise DB,	
24	diagnostics and tuning pack	Ellucian
N/A	Application Specific Hosted Oracle IAS (Web Logic)	N/A
2	Oracle Programmer (perpetual license)	University of Louisiana at Lafayette
1	Secure Socket Layer (SSL) / Transport Layer Security	
T	(TLS) Certificate	University of Louisiana at Lafayette
2	Fujitsu NetCOBOL Compiler License for Linux (1 Prod, 1	
Z	Non-Prod)	University of Louisiana at Lafayette

Schedule B to Attachment I to Application Hosting Services Addendum

Standard Maintenance Windows

The Standard Maintenance Matrix below applies to the Cloud Environment and Client's System identified in Schedule A.

Terminology

- **General Hosting Infrastructure** Controlled by Ellucian and encompasses the following: Firewalls, Routers, Switches, DNS, Proxy, Hosting Environment, Operating Systems and Facilities.
- Client Specific Application/Services Infrastructure Controlled by Client and encompasses the following: Database Software, Applications, Clones/Refreshes, System Configuration Changes, and Programming related activities.
- Ellucian Manager Ellucian manager with direct responsibility for changes to a particular service area.
- Ellucian CAB Change Advisory Board [General]. The Committee of Ellucian stakeholders that review and approve the change. Depending on the scope of the change, the CAB may involve managers, directors, general managers, and potentially vice presidents.
- Client CAB (Recommended) Change Advisory Board [Client]. The Committee of Client stakeholders that review and approve the change. This committee will be defined by the Client. Examples are project managers or site ClOs/Directors who are directly responsible for the Hosting Services and Applications.

Standard Maintenance Matrix

	Duration	Date	Anticipated service disruption	Notification	Final Approvals
Daily	1 hours	Weekday	None	None	Ellucian Manager
Weekly	4 hours	Weekend	Low	1 week prior Ellucian CAB and Clien	
Monthly	8 hours	Weekend	Likely	2 weeks prior	Ellucian CAB and Client CAB

Client Specific Application/Services Infrastructure

Notes:

- a. Even though change windows are defined they will only be used as necessary. Emergency changes required to restore a disrupted service will follow documented change processes and may not occur during one of the windows defined above or during a defined window.
- b. For Client Specific Application/Services Infrastructure, Ellucian will discuss and mutually agree with the Client to schedule daily, weekly and monthly change windows. The above table is a suggested standard model and will be used pending such mutual agreement between Client and Ellucian.

Schedule C to Attachment I to Application Hosting Services Addendum

Information Security Addendum

This Schedule C to Exhibit 1 contains terms governing information security to which Ellucian will adhere during the Hosting Services Term. Ellucian may modify specific security protections from time to time but will continue to provide at least the same level of security as on the date this Schedule C became part of the Agreement.

1. Information Security Program

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Hosting Services delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Hosting Services occur.

2. Information Security Compliance

Ellucian will design and maintain a control environment for the Hosting Services aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 16 / SOC 1 and SOC 2.

3. Information Security Policy

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy and will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

4. Information Security Awareness Program

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

5. <u>Personnel Security</u>

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

6. <u>Physical Security</u>

Ellucian currently uses Amazon Web Services (AWS) who is responsible for protecting the global infrastructure upon which the Hosting Services are delivered. AWS will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

7. <u>Access Control</u>

Ellucian will authorize access to the Cloud Environment only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to

Client's Systems will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to Client's Systems.

8. Data Security

Ellucian will maintain security controls to safeguard Client's Systems from unauthorized access, modification, disclosure or destruction, or become inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client's Systems, and securely returning data to the Client, or disposing or destroying data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

9. <u>Client's System Security</u>

Ellucian will protect the confidentiality, integrity and availability of Client's Systems. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

10. <u>Technical Vulnerability Management</u>

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within Client's Systems within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

11. <u>Third Party Security</u>

Ellucian will maintain a process to identify risks to Client's Systems that are accessible to third parties. The process will ensure that relevant information security requirements are incorporated into business agreements with third parties and that relevant third party risks are addressed within reasonable timeframes.

12. Information Security Incident Management

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Environment. Ellucian will provide timely notification to the Client in the event that Client's Systems or data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. An "Information Security Breach" is defined as an event(s) that is known to have resulted in unauthorized access to a Client's System or use or disclosure of Client data. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

13. Business Continuity Management

Ellucian will implement controls designed to maintain the continued availability of Client's Systems. Controls will include maintaining a defined business continuity management plan relevant to the Hosting Services that, if interrupted, may result in significant downtime or data loss.

PAYMENT SCHEDULE (TABLES 1 – 4 PLUS AHS)

For the Parties' convenience and budgetary planning purposes only, the following Payment Schedule summarizes the payments due from UL Lafayette under this Contract as of the Execution Date. For the avoidance of doubt, the identification of fees beyond June 30, 2022 do not constitute a commitment by either party to extend the Term of the Contract past June 30, 2022, and the parties expressly acknowledge that extension of the Contract through June 30, 2024 shall require written approval from JLCB: ¹

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	
July		\$1,534,377	\$1,567,545	\$1,613,894	\$1,650,423	
August		\$82,597	\$82,597	\$82,597	\$82,597	
September		\$82,597	\$82,597	\$82,597	\$82,597	
October		\$82,597	\$82,597	\$82,597	\$82,597	
November		\$82,597	\$82,597	\$82,597	\$82,597	
December	\$919,869	\$82,597	\$82,597	\$82,597	\$82,597	
January	\$82,597	\$82,597	\$82,597	\$82,597	\$82,597	
February	\$82,597	\$82,597	\$82,597	\$82,597	\$82,597	
March	\$82,597	\$82,597	\$82,597	\$82,597	\$82,597	
April	\$82,597	\$82,597	\$82,597	\$82,597	\$82,597	
May	\$82,597	\$82,597	\$82,597	\$82,597	\$82,597	
June	\$82,597	\$82,597	\$82,597	\$82,597	\$82,597	
ANNUAL						
TOTALS:	\$1,415,451	\$2,442,944	\$2,476,112	\$2,522,461	\$2,558,990	
TOTAL: \$11,415,958						

Notes:

¹ For the avoidance of doubt, the payments reflected in this Payment Schedule represent the anticipated payment amounts for all Licensed Software, Cloud Software, Maintenance and Support Services fees, and Application Hosting Services fees identified in this Contract as of the Execution Date through an end date of June 30, 2024 (extension of the Term beyond June 30, 2022 shall require approval from JLCB as provided in the Contract), and all fees shall remain subject to increase in accordance with the terms of the Contract, including but not limited to the terms of Section 1.10 of the Contract. Ellucian will issue invoices for the payments in accordance with the Payment Terms specified within each of the License Addendum, the Maintenance and Support Services Addendum, and the Hosting Services Addendum (meaning that the dates identified above are estimated due dates). In the event of a conflict or inconsistency between the payments summarized in this Payment Schedule and the payments due under the written terms and conditions of the Contract, the written terms and conditions of the Contract will control over the payments summarized in this Payment Schedule.



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^ Other Activity is the net of combined wage claim reimbursements and taxes and interest collected for that week.

^^ Money comes from 3rd quarter tax collections.

** Typically payments do not occur on Saturday but the final numbers can change with any adjustments made by the end of the week.

			•	•			
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
3/14/2020	\$2,234,949.96	(\$588,970.88)	\$1,051,551,910.29			2,255	13,987
3/21/2020	\$2,222,543.37	(\$1,966,460.99)	\$1,047,362,905.93			72,438	14,143
3/28/2020	\$4,802,281.94	\$2,337,155.64	\$1,044,897,779.63			97,400	58,027
4/4/2020	\$21,200,360.13	\$6,871,152.23	\$1,030,568,571.73			102,172	120,744
4/11/2020	\$28,152,999.29	\$950,000.00	\$1,003,365,572.44			79,653	217,532
4/18/2020	\$40,964,287.87	\$2,685,835.11	\$965,087,119.68			91,923	246,296
4/25/2020	\$47,029,129.98	\$3,473,708.74	\$921,531,698.44			66,141	300,657
5/2/2020	\$52,714,647.38	\$8,509,209.07	\$877,326,260.13			50,941	310,013
5/9/2020	\$54,699,717.54	\$66,126,538.73	\$888,753,081.32			40,125	325,136
5/16/2020	\$55,105,823.09	\$628,109.02	\$834,275,367.25			28,545	326,504
5/23/2020	\$54,330,661.04	\$6,048,304.91	\$785,993,011.12			23,961	328,409



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		١	Neekly Trust Fur	nd Update			
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
5/30/2020	\$47,326,472.92	\$1,297,802.05	\$739,964,340.25			19,334	301,598
6/6/2020	\$53,622,579.90	\$1,082,999.47	\$687,424,759.82			21,879	305,083
6/13/2020	\$50,556,547.36	\$6,198,431.73	\$643,066,644.19			23,122	306,358
6/20/2020	\$50,904,761.46	\$4,935,063.20	\$597,096,945.93			19,524	300,389
6/27/2020	\$51,313,091.38	\$856,365.76	\$546,640,220.31			21,976	306,089
7/4/2020	\$50,344,019.97	\$7,367,796.25	\$503,663,996.59			31,417	313,157
7/11/2020	\$52,907,778.17	\$3,656,652.06	\$454,412,870.48			26,351	312,893
7/18/2020	\$52,078,441.92	\$359,828.12	\$402,694,256.68			32,079	313,117
7/25/2020	\$52,764,310.61	\$1,532,868.29	\$351,462,814.36			18,511	324,357
8/1/2020	\$52,396,259.80	\$2,629,391.93	\$301,695,946.49			13,402	327,467
8/8/2020	\$50,567,494.04	\$14,779,923.53	\$265,908,375.98			11,131	299,974



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^ Other Activity is the net of combined wage claim reimbursements and taxes and interest collected for that week.

^^ Money comes from 3rd quarter tax collections.

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			•	•			
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
8/15/2020	\$42,060,807.30	\$513,150.35	\$224,360,719.03			14,365	255,068
8/22/2020	\$42,331,816.97	\$59,059,943.40	\$241,088,845.46			12,529	250,720
8/29/2020	\$41,081,472.92	\$392,981.84	\$200,400,354.38			16,191	249,610
9/5/2020	\$40,624,632.25	\$615,697.13	\$160,391,419.26			24,566	256,184
9/12/2020	\$38,743,318.69	\$2,029,191.66	\$123,677,292.23			16,182	250,244
9/19/2020	\$40,475,397.85	\$1,710,263.15	\$84,912,157.53			14,842	238,724
9/26/2020	\$35,835,929.16	(\$981,193.23)	\$48,095,035.14			16,296	214,860
10/3/2020	\$31,275,433.91	\$1,749,863.67	\$18,569,464.90			13,461	195,223
10/10/2020	\$27,451,459.76	(\$1,354,987.81)	\$0.00		(\$10,236,982.67)	13,577	165,320
10/17/2020	\$23,760,103.10	(\$27,087,095.89)	\$0.00		(\$61,084,181.66)	13,039	146,622
10/24/2020	\$20,467,122.14	\$1,183,413.91	\$0.00		(\$80,367,889.89)	9,943	128,378



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weekiy Trust Fund Opdate									
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*		
10/31/2020	\$22,269,521.25	\$1,386,154.81	\$0.00		(\$101,251,256.33)	8,419	115,350		
11/7/2020	\$16,266,367.57	\$14,338,700.70	\$5,577,170.53 ^^		(\$108,756,093.73)	10,045	98,935		
11/14/2020	\$14,515,589.51	\$4,333,702.53	\$0.00		(\$118,937,980.71)	43,618	91,023		
11/21/2020	\$13,281,553.17	(\$2,023,455.75)	\$0.00		(\$133,460,334.29)	10,045	83,338		
11/28/2020	\$11,615,879.75	\$85,470,618.48	\$73,854,738.73		(\$133,460,334.29)	11,780	74,863		
12/5/2020	\$11,223,499.06	\$772,884.83	\$63,404,124.50		(\$133,460,334.29)	9,114	75,004		
12/12/2020	\$9,983,869.95	(\$751,260.32)	\$52,668,994.23		(\$133,460,334.29)	9,289	66,810		
12/19/2020	\$8,823,006.24	\$1,705,279.11	\$45,551,267.10		(\$133,460,334.29)	7,926	64,448		
12/26/2020	\$7,886,671.18	\$553,623.11	\$38,218,219.03		(\$133,460,334.29)	8,246	60,641		
1/2/2021	\$8,485,145.85	\$9,283,522.91	\$39,016,596.09		(\$133,460,334.29)	25,365	64,404		
1/9/2021	\$7,790,034.19	\$1,125,556.17	\$32,352,118.07		(\$133,460,334.29)	20,497	85,773		

Wookly Trust Fund Undate



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^ Other Activity is the net of combined wage claim reimbursements and taxes and interest collected for that week.

^^ Money comes from 3rd quarter tax collections.

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			,	•			
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
1/16/2021	\$6,359,294.23	\$46,941.92	\$26,039,765.76		(\$133,460,334.29)	16,340	63,888
1/23/2021	\$5,917,679.70	\$1,229,133.73	\$21,351,219.79		(\$133,460,334.29)	12,004	64,916
1/30/2021	\$6,898,259.38	\$517,770.58	\$14,970,730.99		(\$133,460,334.29)	10,376	65,649
2/6/2021	\$6,809,829.02	\$15,604,543.37	\$23,765,445.34		(\$133,460,334.29)	9,010	60,711
2/13/2021	\$7,608,542.68	\$1,044,383.09	\$17,201,285.75		(\$133,460,334.29)	6,458	54,587
2/20/2021	\$6,233,982.22	\$252,961.79	\$11,220,265.32		(\$133,460,334.29)	6,447	52,721
2/27/2021	\$6,301,861.15	\$574,702.04	\$5,493,106.21		(\$133,460,334.29)	6,981	53,212
3/6/2021	\$6,581,466.60	\$801,833.98	\$0.00		(\$133,746,860.70)	7,100	48,016
3/13/2021	\$6,702,335.24	\$1,109,951.62	\$0.00		(\$139,339,244.32)	7,195	46,170
3/20/2021	\$6,574,691.83	\$841,342.70	\$0.00		(\$145,072,593.45)	6,468	40,840
3/27/2021	\$6,329,352.50	(\$3,482,645.82)	\$0.00		(\$154,884,591.77)	12,845	42,546



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weekiy Trust Fund Opdate									
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*		
4/3/2021	\$5,919,942.38	\$1,303,348.28	\$0.00		(\$159,501,185.87)	12,263	46,530		
4/10/2021	\$6,216,392.63	(\$11,048,544.49)	\$0.00		(\$176,766,122.99)	9,809	50,796		
4/17/2021	\$4,955,541.08	\$2,270,541.99	\$313,222.59		(\$179,764,344.67)	8,829	52,698		
4/24/2021	\$8,554,828.69	\$5,128,784.19	\$1,240,774.95		(\$184,117,941.53)	7,114	51,308		
5/1/2021	\$6,644,824.39	\$11,081,192.17	\$5,705,142.74		(\$184,145,941.54)	6,783	52,018		
5/8/2021	\$6,355,949.63	\$73,289,934.33	\$72,639,127.44		(\$184,145,941.54)	7,129	50,556		
5/15/2021	\$7,480,528.43	(\$853,764.90)	\$64,304,834.11		(\$184,145,941.54)	6,327	51,726		
5/22/2021	\$6,491,901.58	\$778,012.87	\$58,590,945.40		(\$184,145,941.54)	5,976	51,031		
5/29/2021	\$8,077,285.81	\$1,134,207.87	\$51,647,867.46		(\$184,145,941.54)	5,573	47,680		
6/5/2021	\$7,025,025.35	\$354,220.48	\$44,977,062.59		(\$184,145,941.54)	5,569	50,040		
6/12/2021	\$7,198,740.33	\$308,424.98	\$38,086,747.24		(\$184,145,941.54)	5,242	49,355		

Wookly Trust Fund Undate



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** Typically payments do not occur on Saturday but the final numbers can change with any adjustments made by the end of the week.

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
6/19/2021	\$7,708,108.29	\$14,690,198.42	\$45,068,837.37		(\$184,145,941.54)	4,278	49,503
6/26/2021	\$7,820,986.24	\$1,752,554.64	\$39,000,405.77		(\$184,145,941.54)	4,129	49,163
7/3/2021	\$7,510,618.27	\$4,017,556.17	\$35,507,343.67		(\$184,145,941.54)	4,222	49,973
7/10/2021	\$7,306,020.42	(\$441,762.50)	\$27,759,560.75		(\$184,145,941.54)	4,558	49,230
7/17/2021	\$7,022,454.40	\$483,431,374.50	\$504,168,480.85		(\$184,145,941.54)	5,492	48,045
7/24/2021	\$6,973,128.58	\$1,737,384.14	\$314,786,794.87		\$0.00	3,122	44,996
7/31/2021	\$6,905,932.85	\$3,941,939.36	\$311,822,801.38		\$0.00	3,228	47,230
8/7/2021	\$6,473,692.10	\$22,330,742.83	\$327,679,852.11		\$0.00	2,411	43,992
8/14/2021	\$6,154,325.88	\$357,644.69	\$321,883,170.92		\$0.00	2,332	40,433
8/21/2021	\$5,741,463.08	\$300,707.46	\$316,442,415.30		\$0.00	2,217	37,315
8/28/2021	\$5,784,067.63	\$454,816.95	\$311,113,164.62		\$0.00	2,060	35,659



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			•	•			
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
9/4/2021	\$4,757,627.86	\$9,195.47	\$306,364,732.23		\$0.00	9,724	33,598
9/11/2021	\$7,059,479.80	\$120,095.61	\$299,425,348.04		\$0.00	14,042	37,364
9/18/2021	\$6,485,208.32	\$249,649.26	\$293,189,788.98		\$0.00	7,107	43,034
9/25/2021	\$6,642,210.51	(\$1,028,096.42)	\$285,519,482.05		\$0.00	3,947	43,003
10/2/2021	\$6,098,460.83	\$2,379,834.54	\$281,800,855.76	\$273,700.00	\$0.00	3,130	40,302
10/9/2021	\$5,486,896.19	(\$27,778,996.93)	\$248,534,962.64	\$196,580.00	\$0.00	3,141	36,425
10/16/2021	\$4,881,554.03	\$447,335.17	\$244,100,743.78	\$684,100.00	\$0.00	2,804	31,305
10/23/2021	\$4,847,283.30	\$462,241.95	\$239,715,702.43	\$0.00	\$0.00	2,102	26,314
10/30/2021	\$4,358,114.04	\$2,414,187.84	\$237,771,776.23	\$3,774,000.00	\$0.00	3,009	24,791
11/6/2021	\$4,099,105.59	\$17,421,788.28	\$251,094,458.92	\$16,530,700.00	\$0.00	1,981	24,227
11/13/2021	\$3,320,693.70	(\$506,076.66)	\$247,267,688.56	\$585,200.00	\$0.00	1,682	21,926



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weekiy must Fund Opdate									
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*		
11/20/2021	\$3,446,550.55	\$1,644,320.29	\$245,465,458.30	\$1,190,900.00	\$0.00	2,001	20,293		
11/27/2021	\$3,632,078.58	\$4,467.83	\$241,837,847.55	\$139,700.00	\$0.00	1,568	18,760		
12/4/2021	\$3,004,731.73	\$538,779.94	\$239,371,895.76	\$482,800.00	\$0.00	2,183	20,169		
12/11/2021	\$3,253,172.98	\$7,370,747.65	\$243,489,470.43	\$309,800.00	\$0.00	1,820	17,727		
12/18/2021	\$3,000,729.31	\$219,859.64	\$240,708,600.76	\$160,100.00	\$0.00	1,923	17,153		
12/25/2021	\$3,543,209.97	\$203,955.81	\$237,369,346.60	\$153,150.00	\$0.00	1,623	16,438		
1/1/2022	\$2,649,559.79	\$382,825.55	\$235,102,612.36	\$285,000.00	\$0.00	1,633	17,041		
1/8/222	\$2,549,380.11	\$1,294,294.96	\$233,847,527.21	\$346,500.00	\$0.00	2,861	16,520		
1/15/2022	\$2,493,044.00	\$667,175.15	\$232,021,658.36	\$680,500.00	\$0.00	2,550	16,234		
1/22/2022	\$2,566,144.12	\$923,508.43	\$230,379,022.67	\$1,290,700.00	\$0.00	1,922	16,331		
1/29/2022	\$2,260,732.71	\$2,594,877.84	\$230,713,167.80	\$2,675,800.00	\$0.00	1,893	15,380		



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Weekly Trust Fund Update								
Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	Tax Transfers to UI Tax Fund	UI Borrowing Account Balance	Initial Claims*	Continued Claims*	
2/5/2022	\$2,750,833.67	\$18,894,233.39	\$246,856,567.52	\$18,538,000.00	\$0.00	1,720	15,008	
2/12/2022	\$2,337,928.57	\$659,616.54	\$245,178,255.49	\$1,158,000.00	\$0.00	TBD	TBD	