



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

REVISED AGENDA

Friday, November 17, 2023
9:30 a.m.
House Committee Room 5

ADDED CITATION TO AGENDA ITEM #10
ADDED AGENDA ITEMS #16 & #17

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. BA-7 Agenda
3. Facility Planning and Control Agenda
4. Review and approval of Municipal Firemen's Back Supplemental Pay, Municipal Police Back Supplemental Pay, and Deputy Sheriffs' Back Supplemental Pay, in accordance with the provisions of R.S. 40:1666.9 and 1667.8, respectively
5. Review and approval of a one-year extension on the contract for Medicaid fiscal intermediary services between the Louisiana Department of Health and Gainwell Technologies, LLC in accordance with R.S. 39:198(I)(9)
6. Interpretation of legislative intent for appropriations contained in Act 397 of the 2023 Regular Session of the Legislature, in accordance with the provisions of R.S. 24:653(E)
7. Review and approval of the Calendar Year 2024 operating budget for the Louisiana Public Facilities Authority, in accordance with the provisions of R.S. 9:2346
8. Review and approval of the Fiscal Year 2023-2024 operating budget for the Tobacco Settlement Financing Corporation, in accordance with the provisions of R.S. 39:99.6
9. Review and approval of a contract between the Office of Risk Management and Arthur J. Gallagher Risk Management Services, LLC, in accordance with the provisions of R.S. 39:1540
10. Review and approval of a Tax Equalization Program contract renewal between the Louisiana Board of Commerce and Industry and POOLCORP, as required by R.S. 47:3204 **and R.S. 24:653(M) (ADDED REVISED STATUTE)**
11. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56
12. Review of a contract extension between the Governor's Office of Homeland Security and Emergency Preparedness and Deloitte & Touche, LLP, in accordance with the provisions of R.S. 39:1615(J)
13. Review of a contract extension between the Governor's Office of Homeland Security and Emergency Preparedness and The Sulzer Group, in accordance with the provisions of R.S. 39:1615(J)

14. Review of a contract extension between McNeese State University and Ellucian Company, L.P., in accordance with the provisions of R.S. 39:198(M)
15. Review of Louisiana Infrastructure Technical Assistance Corporation's program guidelines, in accordance with the provisions of R.S. 39:100.201(D)
16. Update from the Louisiana Department of Health and DentaQuest USA Ins. Co., Inc., regarding contract performance issues
(ADDED AGENDA ITEM)
17. Review and approval of an agreement between the Louisiana Department of Health, office for citizens with developmental disabilities; CommCare Corporation; and St. Andrew's Village, Inc., in accordance with the provisions of R.S. 39:366.11
(ADDED AGENDA ITEM)

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

V. ADJOURNMENT

Any person who does not feel comfortable giving testimony in person may submit a prepared statement 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 metoyers@legis.la.gov and received prior to noon on Thursday, November 16, 2023, will be distributed to the committee members prior to the meeting.

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.

Agenda Item #1

Fiscal Status Statement & Five-Year Base-Line Budget

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
STATE GENERAL FUND FISCAL STATUS STATEMENT
FISCAL YEAR 2023-2024
(\$ in millions)**

November 17, 2023

	<u>OCTOBER 2023</u>	<u>NOVEMBER 2023</u>	<u>NOVEMBER 2023 Over/(Under) OCTOBER 2023</u>
<u>GENERAL FUND REVENUE</u>			
Revenue Estimating Conference, May 18, 2023	\$11,925.400	\$11,925.400	\$0.000
FY 22-23 Revenue Carried Forward into FY 23-24	\$456.509	\$432.168	(\$24.341)
Total Available General Fund Revenue	\$12,381.909	\$12,357.568	(\$24.341)
<u>APPROPRIATIONS AND REQUIREMENTS</u>			
Non-Appropriated Constitutional Requirements			
Debt Service	\$437.822	\$437.822	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	\$529.145	\$529.145	\$0.000
Appropriations			
General (Act 447 of 2023 RS)	\$11,273.050	\$11,248.709	(\$24.341)
Ancillary (Act 408 of 2023 RS)	\$10.500	\$10.500	\$0.000
Judicial (Act 400 of 2023 RS)	\$178.884	\$178.884	\$0.000
Legislative (Act 415 of 2023 RS)	\$87.447	\$87.447	\$0.000
Capital Outlay (Act 465 of 2023 RS)	\$166.819	\$166.819	\$0.000
Total Appropriations	\$11,716.699	\$11,692.358	(\$24.341)
Other Requirements			
Funds Bill (Act 410 of 2023 RS)	\$107.500	\$107.500	\$0.000
Transfer to Athletic Trainer Development Fund (pursuant to Act 495 of 2022 RS)	\$1.500	\$1.500	\$0.000
Total Other Requirements	\$109.000	\$109.000	\$0.000
Total Appropriations and Requirements	\$12,354.845	\$12,330.504	(\$24.341)
General Fund Revenue Less Appropriations and Requirements	\$27.065	\$27.065	\$0.000

II. FY 2022-2023 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."

FY23 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

FY22 Surplus/(Deficit)		726.521
FY23 General Fund - Direct Revenues:		
Actual General Fund Revenues	13,867.361	
General Fund - Direct Carryforwards to FY23	404.875	
Other Transfers	0.335	
Total FY23 General Fund - Direct Revenues		14,272.571
FY23 General Fund - Direct Appropriations & Requirements:		
Draws of General Fund - Direct Appropriations	(10,588.613)	
General Obligation Debt Service	(434.304)	
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Transfers Out to Various Funds for 20-XXX	(148.632)	
Transfers per Legislative Acts - Act 447 of 23RS - Funds Bill - Various Funds	(893.129)	
Transfers to Coastal Protection and Restoration Fund (Z12) - Constitution 7:10.2 and R.S. 49:214.5.4	(25.810)	
Transfer/Payment to LASERS/TRSL - Constitution 7:10.16. (B)(1)	(87.000)	
Transfer to Budget Stabilization Fund (Z08) - R.S. 39:94. A. (2)(a)	(69.708)	
Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15. (D) and 7:10.16. (B)(2)	(1,219.810)	
Use of FY22 Surplus	(725.311)	
Total FY23 General Fund - Direct Appropriations & Requirements		(14,282.318)
General Fund Direct Cash Balance		716.774
Obligations Against the General Fund Direct Cash Balance:		
General Fund - Direct Carryforwards to FY24	(432.168)	
Unappropriated Use of FY22 Surplus	(1.209)	
FY 23 adjustment completed in FY 24 - Remote Sellers - June 2023 taxes collected in July and distributed to LDR in August	21.271	
FY24 Transfer from Department of Justice Legal Support Fund (JS5) - R.S. 49:259 (Excess over \$10 million cap)	27.863	
FY24 Transfer to Mineral and Energy Settlement Fund (N07)	(2.500)	
FY24 Transfer to Motor Carrier Regulation Fund (Y01)	(0.020)	
Total Adjustments		(386.764)
Net General Fund Direct Surplus/(Deficit)		330.010

III. Current Year Items Requiring Action

IV. Horizon Issues Not Contained in 5-Year Plan

The Hurricane and Storm Damage Risk Reduction System (HSDRSS) Projects were completed May 2022. At that time, the State's share of the total cost was \$1.19 billion, and in addition, the State faced accrued construction interest in excess of \$600 million. Federal legislation passed in December 2020 and December 2022, provides an option to forgive the accrued construction interest if the State makes specified required payments by September 30, 2021 and by September 30, 2023, which was achieved through payments totaling \$800 million and approved crediting of other projects totaling \$110 million. The State must pay the remaining principal by June 1, 2032. According to the U.S. Army Corps of Engineers, as of September 27, 2023, the State's remaining share of the total costs of the HSDRSS is \$240 million. However, additional crediting is under review by the Corp, which will further reduce the remaining amount owed.

FIVE YEAR BASE LINE PROJECTION STATE GENERAL FUND SUMMARY APPROPRIATED

	Prior Fiscal Year 2022-23	Official Current Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025	Projected Fiscal Year 2025-2026	Projected Fiscal Year 2026-2027
REVENUES:					
Taxes, Licenses & Fees	\$16,035,000,000	\$15,277,400,000	\$15,102,900,000	\$14,665,600,000	\$14,935,500,000
Less Dedications	(\$3,746,900,000)	(\$3,352,000,000)	(\$3,211,400,000)	(\$3,177,400,000)	(\$3,208,900,000)
TOTAL REC REVENUES	\$12,288,100,000	\$11,925,400,000	\$11,891,500,000	\$11,488,100,000	\$11,726,600,000
ANNUAL REC GROWTH RATE		-2.95%	-0.28%	-3.39%	2.08%
Other Revenues:					
Carry Forward Balances	\$404,874,737	\$432,168,187	\$0	\$0	\$0
Total Other Revenue	\$404,874,737	\$432,168,187	\$0	\$0	\$0
TOTAL REVENUES	\$12,692,974,737	\$12,357,568,187	\$11,891,500,000	\$11,488,100,000	\$11,726,600,000
EXPENDITURES:					
General Appropriation Bill (Act 447 of 2023 RS)	\$10,028,395,894	\$10,802,849,888	\$10,912,590,475	\$11,119,433,598	\$11,353,958,189
Ancillary Appropriation Bill (Act 408 of 2023 RS)	\$0	\$0	\$9,046,777	\$14,978,568	\$21,117,971
Non-Appropriated Requirements	\$526,904,967	\$529,145,269	\$547,884,908	\$548,268,038	\$536,545,365
Judicial Appropriation Bill (Act 400 of 2023 RS)	\$174,577,666	\$178,883,689	\$178,883,689	\$178,883,689	\$178,883,689
Legislative Appropriation Bill (Act 415 of 2023 RS)	\$85,777,844	\$87,296,566	\$87,296,566	\$87,296,566	\$87,296,566
Special Acts	\$0	\$0	\$12,530,524	\$12,530,524	\$12,530,524
Capital Outlay Bill (Act 465 of 2023 RS)	\$50,000,000	\$166,819,000	\$0	\$0	\$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	\$10,865,656,371	\$11,764,994,412	\$11,748,232,939	\$11,961,390,983	\$12,190,332,304
ANNUAL ADJUSTED GROWTH RATE		8.28%	-0.14%	1.81%	1.91%
Other Expenditures:					
Carryforward BA-7s Expenditures	\$404,874,737	\$456,509,214	\$0	\$0	\$0
Supplemental Bills (Act 1 of 2023 1ES; Act 28 of 23 RS; Act 397 of 23 RS)	\$644,395,542	\$0	\$0	\$0	\$0
Funds Bills (Act 167 of 2022 RS; Act 410 of 2023 RS) and Other Transfers (Act 495 of 22RS; R.S. 100.121)	\$771,404,474	\$109,000,000	\$0	\$0	\$0
Total Other Expenditures	\$1,820,674,753	\$565,509,214	\$0	\$0	\$0
TOTAL EXPENDITURES	\$12,686,331,124	\$12,330,503,626	\$11,748,232,939	\$11,961,390,983	\$12,190,332,304
PROJECTED BALANCE	\$6,643,613	\$27,064,561	\$143,267,061	(\$473,290,983)	(\$463,732,304)

Oil Prices included in the REC forecast.	\$81.80	\$73.48	\$70.33	\$66.41	\$66.90
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Agenda Item #2

BA-7 Agenda



Alan M. Boxberger
Legislative Fiscal Officer

STATE OF LOUISIANA
Legislative Fiscal Office
BATON ROUGE

Post Office Box 44097
Baton Rouge, Louisiana 70804
Phone: 225.342.7233

To: 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, Legislative Fiscal Officer *AMB*
Patrice Thomas, Deputy Fiscal Officer *PT*

Date: November 14, 2023

Subject: Joint Legislative Committee on the Budget
Meeting November 17, 2023

Attached is the remaining Legislative Fiscal Office BA-7 (Budget Adjustment) write-up for the November 17th meeting of the Joint Legislative Committee on the Budget.

- The LFO recommends approval of BA-7 #2.
- The LFO previously submitted recommended approvals of BA-7s #1, 3, and 4.

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




Alan M. Boxberger
Legislative Fiscal Officer

STATE OF LOUISIANA
Legislative Fiscal Office
BATON ROUGE

Post Office Box 44097
Baton Rouge, Louisiana 70804
Phone: 225.342.7233

To: The Honorable Jerome "Zee" Zeringue
Joint Legislative Committee on the Budget
The Honorable Members of the Joint Legislative Committee on the Budget

From: Patrice Thomas, Deputy Fiscal Officer 

Date: November 9, 2023

Subject: Joint Legislative Committee on the Budget
Meeting November 17, 2023

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the November 17th meeting of the Joint Legislative Committee on the Budget.

- The LFO recommends approval of BA-7s #1, 3, and 4.
- The LFO has not yet completed its recommendation regarding BA-7 #2 and will send a subsequent e-mail next week as soon as the analysis of the request for additional federal budget authority is completed.

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

**LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: Executive

AGENDA NO.: 1

AGENCY: LA Public Defender Board

ANALYST: Daniel Druilhet

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund (SGF):	\$0	LA Public Defender Board	\$37,823	0
Interagency Transfers (IAT):	\$0			
Self-Generated Revenue (SGR):	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$37,823			
Total	<u>\$37,823</u>	Total	<u>\$37,823</u>	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Federal budget authority by \$37,823 for the Louisiana Public Defender Board to meet contractual obligations. The source of funds is the Department of Justice, Office of Justice Programs, Office of Juvenile Justice Delinquency and Prevention FY 20 Enhancements for Juvenile Indigent Defense Grant. The purpose of the grant is to support states and localities in developing and implementing tools and strategies to ensure that youth involved with the juvenile justice system have fair and equal access to high-quality legal representation and resources to address the consequences of justice system involvement.

The Board will use the funds to make payments to the Louisiana Center for Children’s Rights (LCCR) for integrating two social workers into its East Baton Rouge Office of the Public Defender, Juvenile Section. The Board is working with LCCR’s Advanced Advocacy Project to serve indigent, predominantly African-American youth in the juvenile justice system. There is no state match requirement associated with the grant.

The grant was awarded to the Board in October 2020 and was originally set to end on 9/30/2023. However, in October 2023, the grant was extended to 12/31/2023. The original amount of the grant award was \$445,248. The remaining amount available to spend as of October 2023 is \$50,871. The Board only has \$13,048 in budget authority remaining for this purpose in FY 24. Therefore, the agency is requesting \$37,823 (\$50,871 - \$13,048) in additional federal funds budget authority.

**Office of Juvenile Justice Delinquency and Prevention FY 20
Enhancements for Juvenile Indigent Defense Grant**

Grant Award	\$445,248
Less Expended	<u>\$394,377</u>
Remaining Award Amt.	\$50,871
Remaining Award Amt.	\$50,871
Remaining FY 24 Budget	<u>\$13,048</u>
FY 24 Budget Needed	\$37,823

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.

**LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: DPSC Corrections Services

AGENDA NO.: 2

AGENCY: Administration

ANALYST: Daniel Druilhet

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Office of the Secretary	\$0	0
Interagency Transfers:	\$0	Management & Finance	\$2,381,949	0
Self-Generated Revenue:	\$0	Adult Services	\$0	0
Statutory Dedications:	\$0	Board of Pardons & Parole	\$0	0
Federal Funds:	\$2,381,949			
Total	<u>\$2,381,949</u>	Total	<u>\$2,381,949</u>	0

I. SUMMARY/COMMENTS

This is an after-the-fact BA-7 request. Of the \$2,381,949 requested, a total of \$859,000 was incurred but not encumbered during FY 23, then paid in FY 24. An estimated \$143,195 will have been incurred per month within the auspices of the contract between July 1, 2023, and November 17, 2023. To date, invoices for July and August have been paid totaling \$286,390, for a total contract expenditure of \$1,145,390 since inception. An invoice for September totaling \$143,195 has not yet been paid.

The purpose of this BA-7 request is to increase Federal budget authority by \$2,381,949 for the Louisiana Department of Public Safety & Corrections - Corrections Services (DPS&C - CS), to expend and collect grant funds to meet contractual obligations. The source of funds is the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP) Grant. The purpose of the grant is to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. The amount of the grant award is \$5,996,211, and the grant period is 12/22/2021 through 9/30/2024. The agency has indicated that it plans to request a no cost extension for an additional year (pending future federal approval). There is no state match requirement associated with the grant.

The DPS&C - CS will use the funds from the grant to pay expenditures associated with a contract established with the Tulane University School of Medicine Department of Psychiatry and Behavioral Science for the Louisiana Tulane University Correctional Release Health Information Exchange (LaTU-CRHIE). The contract dates are 12/01/2022 through 9/30/2025.

Expenditures for this BA-7 are as follows: **Other Charges \$2,381,949**

The Tulane University School of Medicine Department of Psychiatry and Behavioral Science is developing a behavioral health information exchange network pilot (LATU-CRHIE) that consists of assisting justice-involved individuals with transition from substance abuse disorders (SUD), including accessing behavioral health services post-release, and facilitating the dissemination and collection and analysis of information. Tulane University will use the funding for personnel (opiod counselors, victim assistance coordinators, recovery housing counselors, mental health counselors, adult education paraprofessionals, and personnel with experience in database and health information network management) and for any travel expenses incurred in the performance of contractual obligations. The funds will be used to satisfy monthly expenditures associated with the LATU-CRHIE contract.

**Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant
Additional Budget Authority Needed**

Projected FY 24 Expenditures for Tulane Contract	\$2,577,510	(See Note on the following page)
Less FY 24 Existing Unallocated Federal Authority	<u>\$ 195,561</u>	
Federal Funds Budget Authority Needed	\$2,381,949	

**LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST**

NOTE: Projected FY 24 Tulane contract expenditures for the COSSAP Grant is \$2,577,510 (\$859,000 for expenditures incurred and not encumbered in FY 23, and \$1,718,510 for services in FY 24). The Tulane contract was approved by the Office of State Procurement on 6/28/2023 with a contract start date of 12/01/2022. Tulane submitted an invoice to DPS&C - CS on 8/09/2023, in the amount of \$859,000 for services provided for the months of January 2023 through June 2023. The invoice was paid 8/09/2023. Tulane University is expected to invoice DPS&C - CS an additional \$1,718,510 (\$143,209 per month x 12 months) in FY 24.

For informational purposes, the following is the total grant budget as provided by DPS&C-CS:

**Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant
Total Grant Anticipated Budget**

	FY 24 Budget Request				
	Year 1	Year 2	Year 3	Year 4	Total
<u>Total Award (\$5.99 M)</u>					
Tulane Contract	\$859,000	\$1,718,510	\$1,718,340	\$817,149	\$5,112,999
Consulting Services	\$0	\$20,000	\$20,000	\$20,000	\$60,000
Salaries	\$0	\$159,035	\$162,218	\$165,462	\$486,715
Related Benefits	\$0	\$76,337	\$77,865	\$79,422	\$233,623
Travel	\$0	\$2,880	\$9,280	\$8,880	\$21,040
Equipment	\$0	\$9,800	\$0	\$0	\$9,800
Indirect Costs	<u>\$0</u>	<u>\$23,537</u>	<u>\$24,008</u>	<u>\$24,488</u>	<u>\$72,034</u>
	\$859,000	\$2,010,099	\$2,011,711	\$1,115,401	\$5,996,211

Notes: Totals may include errors due to rounding. Years are based on the federal fiscal year. The maximum monthly expenditure for the Tulane contract is \$143,195, and the total contract amount is \$5,154,999.

II. IMPACT ON FUTURE FISCAL YEARS

If this BA-7 is approved, a balance of \$3.1 M would remain in COSSAP grant funding for future fiscal years. For FY 25, DPS&C intends to access \$2,011,711 in COSSAP grant funding for projected expenses. For FY 26, DPS&C intends to access \$1,115,401 in grant funding. The LFO assumes the FY 25 need will be incorporated into the governor's executive budget recommendation when submitted to the legislature.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

**LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: DPSC Public Safety Services

AGENDA NO.: 3

AGENCY: State Fire Marshal

ANALYST: John McKay

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund (SGF):	\$0	Fire Prevention	\$496,411	0
Interagency Transfers (IAT):	\$0			
Self-Generated Revenue (SGR):	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$496,411			
Total	<u>\$496,411</u>	Total	<u>\$496,411</u>	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase federal budget authority by \$496,411 for the Office of State Fire Marshal. The source of funds is two federal grants: (1) Assistance to Firefighters (AFG) and (2) Fire Prevention & Safety (FPS), that were awarded to the State Fire Marshal by the Federal Emergency Management Agency (FEMA).

(1) The AFG grant, which has a grant period of 6/27/23 through 6/26/25, is \$324,935 and requires a minimum state match of \$48,740, for a total of \$373,675.

(2) The FPS grant, which has a grant period of 8/24/23 through 8/23/25, is \$171,476 and requires a minimum state match of \$8,574, for a total of \$180,050.

This BA-7 is requesting budget authority for the federal portion, which is \$496,411 (\$324,935+\$171,476). The state match requirement is \$57,314 (\$48,740+\$8,574) will come from self generated revenues, which are already appropriated in the State Fire Marshal's budget.

Planned expenditures for this BA 7 request are as follows:

Assistance to Firefighters Grant (AFG) - \$373,675 (\$324,935 federal + \$48,740 match)

The AFG grant will be used to purchase the following equipment for the the Fire and Emergency Training Academy:

1. Max Fire Box Behavior Simulators	\$43,000	(2 @ \$21,500 each)
2. Basic Haz-Mat Response Equipment	\$62,600	(1 @ \$62,600 each)
3. Mobile Hydraulic Ventilation	\$107,000	(1 @ \$107,000 each)
4. Mobile Vehicle Extrication Prop	\$42,075	(1 @ \$42,075 each)
5. Plume Smart System Simulator	\$20,500	(1 @ \$20,500 each)
6. Vehicle Extrication Equipment	\$58,500	(1 @ \$58,500 each)
7. Complete Set of Turnout Gear	<u>\$40,000</u>	(10 @ \$4,000 each)
TOTAL	\$373,675	

Fire Prevention & Safety Grant (FPS) - \$180,050 (171,476 federal + \$8,574 match)

The FPS grant will be used to purchase the following equipment for the the Fire and Emergency Training Academy:

1. Hearing-Impaired Smoke Alarms	\$11,300	(100 @ \$113 each)
2. Smoke Alarms	<u>\$168,750</u>	(15,000 @ \$11.25 each)
TOTAL	\$180,050	

II. IMPACT ON FUTURE FISCAL YEARS

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

**LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST**

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

**LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: Natural Resources

AGENDA NO.: 4

AGENCY: Office of Secretary

ANALYST: Richie Anderson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund (SGF):	\$0	Executive	\$2,300,000	0
Interagency Transfers (IAT):	\$0			
Self-Generated Revenue (SGR):	\$2,300,000			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
Total	\$2,300,000	Total	\$2,300,000	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Self-Generated Revenue by \$2.3 M out of the Coastal Resources Trust Dedicated Fund Account (Trust Account) for the Office of the Secretary of the Department of Natural Resources. The monies in the Trust Account are generated from coastal use permit application fees and consistency determinations, from any federal outer continental shelf revenue sharing program, and from any other sources. If this BA-7 request is approved, the \$2.3 M will be used towards the Rockefeller Refuge Gulf Shoreline Stabilization Project. The total cost of the project is \$13.1 M consisting of \$6.7 M from Coastal Protection Restoration Authority (CPRA) Federal RESTORE funds, \$2 M from Cameron Parish RESTORE funds, \$2.1 M from Calcasieu Parish Federal RESTORE funds, and the \$2.3 M from this BA-7.

Other Charges:

Funding will be passed through to Cameron Parish to administer the Rockefeller Refuge Gulf Shoreline Stabilization Project (ME-35). This is the third phase of the Rockefeller Refuge shoreline protection effort after the completion of projects ME-18 and ME-37. The overall cost of ME-18 was \$32 M and ME-37 was \$7.3 M. Additionally a fourth project has been planned by the Army Corps. of Engineers to be constructed in FY 25 with a projected cost of \$10 M.

The overall stabilization project is intended to protect the 9.2 miles of shoreline of the Rockefeller Refuge west of the Joseph Harbor Bayou. The broader objective of this project is to decrease the amount of erosion of the shoreline along the coast of Louisiana thus protecting the inland marshes, ridges, and infrastructure. Through the practices of shallowing, settling out, and natural colonizing of the overwash material landward, this will help create a stronger shoreline along this stretch of the gulf. This project will also build a breakwater wall of rocks to decrease the amount of erosion that can occur. The construction period for this project is scheduled for November 2023 through February 2024 depending on weather.

II. IMPACT ON FUTURE FISCAL YEARS

As of November 2023 the Trust account had a balance of \$8.6 M. The current appropriation from the Trust Account is \$1,261,113. If this BA-7 is approved, the new appropriation from the account would be \$3,561,113. If this full amount is expended it would diminish the amount available for future appropriations.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

BA-7 AGENDA

November, 2023


A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

1	EXEC	Executive Department (01-116) Louisiana Public Defender Board
2	CORR	Department of Public Safety and Corrections (08A-400) Corrections Administration
3	PSAF	Department of Public Safety and Corrections (08B-422) Office of State Fire Marshal
4	DNR	Department of Natural Resources (11-431) Office of the Secretary

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

DEPARTMENT: Executive		FOR OPB USE ONLY				
AGENCY: Louisiana Public Defender Board		OPB LOG NUMBER 118		AGENDA NUMBER 1		
SCHEDULE NUMBER: 01-116		Approval and Authority:				
SUBMISSION DATE: 10/23/2023						
AGENCY BA-7 NUMBER: 3 - Federal						
HEAD OF BUDGET UNIT: Rémy V. Starns						
TITLE: State Public Defender						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small> 						
MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)		REVISED FY 2023-2024		
GENERAL FUND BY:						
DIRECT	\$3,300,000	\$0		\$3,300,000		
INTERAGENCY TRANSFERS	\$824,999	\$0		\$824,999		
FEES & SELF-GENERATED	\$0	\$0		\$0		
Regular Fees & Self-generated	\$0	\$0		\$0		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$47,618,704	\$0		\$47,618,704		
DNA Testing Post-Conviction Relief for Indigents Fund (CR5)	\$50,000	\$0		\$50,000		
Louisiana Public Defender Fund (V31)	\$47,568,704	\$0		\$47,568,704		
Subtotal of Dedications from Page 2	\$0	\$0		\$0		
FEDERAL	\$38,000	\$37,823		\$75,823		
TOTAL	\$51,781,703	\$37,823		\$51,819,526		
AUTHORIZED POSITIONS	17	0		17		
AUTHORIZED OTHER CHARGES	0	0		0		
NON-TO FTE POSITIONS	406	0		406		
TOTAL POSITIONS	2122	0		2122		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Louisiana Public Defender Board	\$51,781,703	2122	\$37,823	0	\$51,819,526	2122
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$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	\$51,781,703	22	\$37,823	0	\$51,819,526	22

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

DEPARTMENT: Executive	FOR OPB USE ONLY	
AGENCY: Louisiana Public Defender Board	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 01-116		
SUBMISSION DATE: 10/23/2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 3 - Federal		

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 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
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]	\$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

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

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

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
 \$37,823 in Federal Funds from OJJDP FY 2020 Enhancing Juvenile Indigent Defense Grant to meet contractual obligations. An extension was sought and granted to expend funds by December 31, 2023.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
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	\$37,823	\$0	\$0	\$0	\$0
TOTAL	\$37,823	\$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 current year's federal budget will not have sufficient funds to cover LPDB's federal services.

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

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.

The current year's federal budget will not have sufficient funds to cover LPDB's federal services.

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: The current year's federal budget will not have sufficient funds to cover LPDB's federal services.

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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?)

Although there are no performance indicators affected, without this BA-7 request, the agency would be unable to make all FY24 payments toward the existing contract.

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.)

Without the approval of this BA-7, the agency would not be able to make all payments toward the existing contract. This will result in failure to meet the contract's obligations.

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: Louisiana Public Defender Board

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$3,300,000	\$0	\$3,300,000	\$0	\$0	\$0	\$0
Interagency Transfers	\$824,999	\$0	\$824,999	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$47,618,704	\$0	\$47,618,704	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$38,000	\$37,823	\$75,823	\$0	\$0	\$0	\$0
TOTAL MOF	\$51,781,703	\$37,823	\$51,819,526	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,517,984	\$0	\$1,517,984	\$0	\$0	\$0	\$0
Other Compensation	\$113,549	\$0	\$113,549	\$0	\$0	\$0	\$0
Related Benefits	\$839,531	\$0	\$839,531	\$0	\$0	\$0	\$0
Travel	\$43,000	\$0	\$43,000	\$0	\$0	\$0	\$0
Operating Services	\$319,799	\$0	\$319,799	\$0	\$0	\$0	\$0
Supplies	\$53,359	\$0	\$53,359	\$0	\$0	\$0	\$0
Professional Services	\$421,102	\$0	\$421,102	\$0	\$0	\$0	\$0
Other Charges	\$48,249,020	\$37,823	\$48,286,843	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$208,759	\$0	\$208,759	\$0	\$0	\$0	\$0
Acquisitions	\$15,600	\$0	\$15,600	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$51,781,703	\$37,823	\$51,819,526	\$0	\$0	\$0	\$0
POSITIONS							
Classified	9	0	9	0	0	0	0
Unclassified	8	0	8	0	0	0	0
TOTAL T.O. POSITIONS	17	0	17	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	4409	0	4409	0	0	0	0
TOTAL POSITIONS	21412	0	21412	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:							
DNA Testing Post-Conviction Relief for Indigents Fund (CR5)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0
Louisiana Public Defender Fund (V31)	\$47,568,704	\$0	\$47,568,704	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Louisiana Public Defender Board

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$37,823	\$37,823
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	\$37,823	\$37,823
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	\$37,823	\$37,823
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

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

GENERAL PURPOSE

This is a BA-7 that seeks to increase Federal budget authority for Dept. 01-Executive, Agency 116-Louisiana Public Defender Board to meet contractual obligations.

The contract is listed below along with all pertinent information.

REVENUES

\$37,823 Federal Funds - OJDP FY 2020 Enhancing Juvenile Indigent Defense Grant
\$37,823 Total

EXPENDITURES

Contracts	Contract Date	PO Number	GL Account
LOUISIANA CENTER FOR CHILDREN'S RIGHTS (LCCR)	1/1/2021 - 12/31/2023	2000574678	5620064

\$37,823 Other Charges - Misc-Professional Services
\$37,823 Total

FY24 Budgeted	38,000.00
FY24 Expended	24,951.24
Remaining FY24 Budget	13,048.76

Grant Award	445,245.00
YTD Expended	394,376.87
Remaining Award Amt	50,871.13

Remaining Award Amt	50,871.13
Remaining FY24 Budget	13,048.76
FY24 Budget Needed	37,822.37

OTHER

Remy V. Starns - State Public Defender - 225-219-9305 - rstarns@lpdb.la.gov
Caressa Hall - Accountant III - 225-219-9305 Ext. 208 - chall@lpdb.la.gov

BA-7 SUPPORT INFORMATION

AMENDMENT #1

FY 21 CONTRACT for SOCIAL WORK SERVICES

THIS AMENDMENT to FY21 contract for social work services by and between the Louisiana Public Defender Board and Louisiana Center for Children’s Rights (LCCR) is agreed to as follows:

1. Change Section VI from:

“VI. Term: The terms of this Contract shall commence on January 1, 2021 and shall continue in effect until September 30, 2023.”

2. Change Section VI to read:

“VI. Term: The terms of this Contract shall commence on January 1, 2021 and shall continue in effect until December 31, 2023.”

Effective Date: October 1, 2023

Justification: This amendment #1 extends the term of the contract.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

Witness: LOUISIANA PUBLIC DEFENDER BOARD

By: Rémy Voisin Starns
State Public Defender

Date:

Witness: LOUISIANA CENTER FOR CHILDREN’S RIGHTS

By: Aaron Clark-Rizzio,
Executive Director

Date:



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

Grant

PAGE 1 OF 15

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Louisiana Public Defenders Board 301 Main St. Ste. 700 Baton Rouge, LA 70825-0029		4. AWARD NUMBER: 2020-ZE-BX-0001	
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023	
2a. GRANTEE IRS/VENDOR NO. 726000720		6. AWARD DATE: 09/16/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 830415885		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE: Eun. Baton Rouge Advanced Advocacy Project		9. PREVIOUS AWARD AMOUNT: 5.0	
		10. AMOUNT OF THIS AWARD: \$445,248	
		11. TOTAL AWARD: \$445,248	
12. SPECIAL CONDITIONS: THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT: This project is supported under FY2000JDP - Enhancements for Juvenile Indigent Defense (Pub. L. No. 116-93; 133 Stat. 2417, 2407)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA) Number: 16.816 - Indigent Defense			
15. METHOD OF PAYMENT: GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL: Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL: Benny V. Starns State Public Defender	
17. SIGNATURE OF APPROVING OFFICIAL: 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL: 	19a. DATE:
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES: FISCAL YEAR - FUND - BUDGET ACT - DIVISION - SUB - FORMS AMOUNT: X - B - ZE - 70 - 00 - 00 - 445248		21. VZETGT0182	

OJP FORM 40002 (REV. 3-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 40002 (REV. 8-88)



Department of Justice (DOJ)

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Name and Address of Recipient: PUBLIC DEFENDER BOARD, LOUISIANA
301 Main St. Ste. 700

City, State and Zip: Baton Rouge, LA 70825-0029

Recipient UEI: M3XBHNFAFYL5

Project Title: East Baton Rouge Advanced Advocacy Project **Award Number:** 2020-ZE-BX-0003

Solicitation Title: OJJDP FY 20 Enhancing Juvenile Indigent Defense

Federal Award Amount: \$445,248.00 **Federal Award Date:** 9/16/20

Awarding Agency: Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:
16.836 -

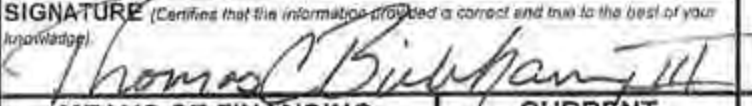
Project Period Start Date: 10/1/20 **Project Period End Date:** 12/31/23

Budget Period Start Date: 10/1/20 **Budget Period End Date:** 12/31/23

Project Description:

The Enhancements for Juvenile Defense program supports states and localities in developing and implementing tools and strategies to ensure that youth involved with the juvenile justice system have fair and equal access to high-quality legal representation and to resources that address the collateral consequences of justice system involvement. The Louisiana Public Defender Board will integrate two social workers into its East Baton Rouge Office of the Public Defender (OPDBR), Juvenile Section, expanding their already successful pilot partnership with proposed subrecipient Louisiana Center for Children's Rights (LCCR), called the Advanced Advocacy Project. This joint effort aims to serve indigent, predominantly African American youth in the juvenile justice system in the parish with the second highest juvenile incarceration rate in the State of Louisiana. The project's goal is to reduce East Baton Rouge's juvenile incarceration population by adopting LCCR's model of holistic juvenile defense for the children OPDBR serves. CA/ NCF

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

DEPARTMENT: DPS&C/Corrections Services		FOR OPB USE ONLY				
AGENCY: Headquarters		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 08-400		111		2		
SUBMISSION DATE: October 9, 2023		Approval and Authority:				
AGENCY BA-7 NUMBER:						
HEAD OF BUDGET UNIT: James M. LeBlanc						
TITLE: Secretary						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small>						
						
MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024			
GENERAL FUND BY:						
DIRECT	\$105,681,332	\$0	\$105,681,332			
INTERAGENCY TRANSFERS	\$13,740,466	\$0	\$13,740,466			
FEES & SELF-GENERATED	\$1,565,136	\$0	\$1,565,136			
Regular Fees & Self-generated	\$1,565,136	\$0	\$1,565,136			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
Subtotal of Dedications from Page 2	\$0	\$0	\$0			
FEDERAL	\$2,230,697	\$2,381,949	\$4,612,646			
TOTAL	\$123,217,631	\$2,381,949	\$125,599,580			
AUTHORIZED POSITIONS	235	0	235			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	8	0	8			
TOTAL POSITIONS	243	0	243			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Office of the Secretary	\$5,033,272	0	\$0	0	\$5,033,272	0
Office of Management & Finance	\$66,558,436	0	\$2,381,949	0	\$68,940,385	0
Adult Services	\$50,187,611	0	\$0	0	\$50,187,611	0
Board of Pardons and Parole	\$1,438,312	0	\$0	0	\$1,438,312	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$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	\$123,217,631	0	\$2,381,949	0	\$125,599,580	0

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

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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?
Federal Funds

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
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	\$2,381,949	\$1,865,000	\$1,555,547	\$0	\$0
TOTAL	\$2,381,949	\$1,865,000	\$1,555,547	\$0	\$0

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

This action would not be applicable to the agency as they do not require additional personnel at this time.

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 federal budget authority increased for federal grant funds that have been awarded to the Department to be expended/collected. This adjustment cannot be postponed until next fiscal year.

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.

Yes, this is an after the fact BA-7. Expenditures have been made toward this grant to Tulane per the contact attached.

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

Approval of this request will provide for more federal budget authority needed in order to expend/collect additional federal grant funds that have been awarded to the Department.

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

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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

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

N/A

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

Approval of this BA-7 will provide HDQ the additional federal budget authority needed to expend/collect additional grant funds that have been awarded to the Department for the COSSAP federal grant.

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 Department being unable to expend/collect additional grant funds that have been awarded to the Department.

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 2 NAME: Office of Management & Finance

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$51,971,641	\$0	\$51,971,641	\$0	\$0	\$0	\$0
Interagency Transfers	\$10,790,962	\$0	\$10,790,962	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$1,565,136	\$0	\$1,565,136	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$2,230,697	\$2,381,949	\$4,612,646	\$0	\$0	\$0	\$0
TOTAL MOF	\$66,558,436	\$2,381,949	\$68,940,385	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$6,028,441	\$0	\$6,028,441	\$0	\$0	\$0	\$0
Other Compensation	\$1,154,541	\$0	\$1,154,541	\$0	\$0	\$0	\$0
Related Benefits	\$24,782,982	\$0	\$24,782,982	\$0	\$0	\$0	\$0
Travel	\$55,038	\$0	\$55,038	\$0	\$0	\$0	\$0
Operating Services	\$1,467,116	\$0	\$1,467,116	\$0	\$0	\$0	\$0
Supplies	\$686,487	\$0	\$686,487	\$0	\$0	\$0	\$0
Professional Services	\$652,810	\$0	\$652,810	\$0	\$0	\$0	\$0
Other Charges	\$5,520,515	\$2,381,949	\$7,902,464	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$16,931,953	\$0	\$16,931,953	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$9,278,553	\$0	\$9,278,553	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$66,558,436	\$2,381,949	\$68,940,385	\$0	\$0	\$0	\$0
POSITIONS							
Classified	74	0	74	0	0	0	0
Unclassified	1	0	1	0	0	0	0
TOTAL T.O. POSITIONS	75	0	75	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	8	0	8	0	0	0	0
TOTAL POSITIONS	83	0	83	0	0	0	0
*Dedicated Fund Accounts:							
Reg Fees & Self-generated	\$1,565,136	\$0	\$1,565,136	\$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
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 2 NAME: <u>Office of Management & Finance</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$2,381,949	\$2,381,949
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	\$2,381,949	\$2,381,949
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	\$2,381,949	\$2,381,949
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 increase Federal budget authority to allow the Department to expend/collect additional grant funds for the COSSAP grant that has been awarded to the Department. DOC is projecting to expend \$2,576,988 in FY2024 for the COSSAP grant; however, we plan to use some of our current fiscal year federal budget authority and will only need \$2,381,949 in additional budget authority in FY2024.

Awarding agency	Grant	Amount
COSSAP		\$2,381,949

REVENUES

Federal Funding

EXPENDITURES

PROGRAM	CATEGORY	AMOUNT
	Other Charges	\$2,381,949

Total **\$2,381,949**

OTHER

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

QUESTIONNAIRE ANALYSIS

AGENCY: Headquarters

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

GENERAL PURPOSE

This request is needed to increase Federal budget authority to allow the Department to expend/collect additional grant funds that have been awarded to the Department. The additional funds have been awarded from the agency listed below.

Awarding agency	Grant	Amount
COSSAP		\$2,381,949

REVENUES

Federal Funding

EXPENDITURES

PROGRAM	CATEGORY	AMOUNT
	Other Charges	\$2,381,949

Total **\$2,381,949**

OTHER

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

BA-7 SUPPORT INFORMATION
Page _____



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		PUBLIC SAFETY AND CORRECTIONS, LOUISIANA DEPARTMENT OF 504 MAYFLOWER ST	
City, State and Zip:		BATON ROUGE, LA 70802	
Recipient UEI:		DJ87ZC59JDR6	
Project Title: Reentry Health Information Exchange for Justice Involved Individuals with Substance Use Disorders		Award Number: 15PBJA-21-GG-04566-COAP	
Solicitation Title: BJA FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program			
Federal Award Amount: \$5,996,211.00		Federal Award Date: 12/22/21	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.838 -			
Project Period Start Date: 10/1/21		Project Period End Date: 9/30/24	
Budget Period Start Date: 10/1/21		Budget Period End Date: 9/30/24	
Project Description: The Louisiana Department of Corrections (DPS&C), is requesting \$6,000,000.00 for a 36 month to create the Louisiana Tulane University Correctional Release Health Information Exchange (LaTU-CRHIE). This project will be a public-private partnership bringing innovation and a collaborative initiative to design and implement a behavioral health information exchange network to be piloted in the selected regions to improve transitions of care for JIIs with substance use disorders (SUDs) accessing behavioral health services post-release. LaTU-CRHIE will digitally revolutionize and actively address the way Louisiana releases and treats justice-involved individuals (JIIs) with SUDs across a continuity of care continuum. DPS&C will work with Tulane University and Tulane's collaborative partner, Delaware Health Information Network (DHIN) to design and implement a comprehensive behavioral information exchange network to facilitate information for the dissemination, collection and analysis of information.			
Program Design: The DPS&C, and Tulane University, School of Medicine, Department of Psychiatry and Behavioral Science (Tulane), will partner to reduce the impact of opioids, stimulants, and other substances on JIIs and communities, by developing and implementing a behavioral health information exchange network that will facilitate information across DPS&C, local jails, and community providers to improve continuity of care post-release as well as improve overall collection of data regarding continued illicit drug use; treatment outcomes; and overdose fatalities among JIIs. The Goals of LaTU-CRHIE are to 1). Reduce the impact of opioids, stimulants, and other substances on JIIs and communities, by supporting comprehensive, collaborative initiatives aimed to collect, analyze and disseminate information; 2). Enhance interagency and community provider communication within local regions by supporting reentry efforts in order the improve continuity of car of JIIs with SUDs post-release; and 3). Implement a comprehensive collection tool and program analysis in order			

to measure JIIs compliance to treatment once released to the community and demonstrate reduced costs and reduced recidivism among JIIs with SUDs.

Priority Considerations: Southern Louisiana and the selected regions in this project makes up almost 50% of the state's population. Among the 16 parishes selected in his proposal, 12/16 parishes have a poverty rating above the national average and a designation status as a Medically Underserved Area/Population, specifically in mental health, where only 25% of Louisiana's population needs are being met for the treatment of mental health care and services.

Award Letter

December 22, 2021

Dear THOMASC BICKHAMIII,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by PUBLIC SAFETY AND CORRECTIONS, LOUISIANA DEPARTMENT OF for an award under the funding opportunity entitled 2021 BJA FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$5,996,211. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

PUBLIC SAFETY AND CORRECTIONS, LOUISIANA
DEPARTMENT OF

UEI

DJ87ZC59JDR6

Street 1
504 MAYFLOWER ST

Street 2

City
BATON ROUGE

State/U.S. Territory
Louisiana

Zip/Postal Code
70802

Country
United States

County/Parish

Province

Award Details

Federal Award Date
12/22/21

Award Type
Initial

Award Number
15PBJA-21-GG-04566-COAP

Supplement Number
00

Federal Award Amount
\$5,996,211.00

Funding Instrument Type
Grant

Assistance Listing Number **Assistance Listings Program Title**

16.838

Statutory Authority

34 USC 10701; Public Law 116-260, 134 Stat. 1182, 1259. Any awards under this solicitation would be made under statutory authority provided by a full-year appropriations act for FY 2021.

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2021 BJA FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13385028

Grant Manager Name

Elizabeth White
Phone Number
202-598-7402

E-mail Address
Elizabeth.White3@ojp.usdoj.gov

Project Title

Reentry Health Information Exchange for Justice Involved Individuals with Substance Use Disorders

Performance Period Start

Date
10/01/2021

Performance Period End Date
09/30/2024

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2024

Project Description

The Louisiana Department of Corrections (DPS&C), is requesting \$6,000,000.00 for a 36 month to create the Louisiana Tulane University Correctional Release Health Information Exchange (LaTU-CRHIE). This project will be a public-private partnership bringing innovation and a collaborative initiative to design and implement a behavioral health information exchange network to be piloted in the selected regions to improve transitions of care for JIIs with substance use disorders (SUDs) accessing behavioral health services post-release. LaTU-CRHIE will digitally revolutionize and actively address the way Louisiana releases and treats justice-involved individuals (JIIs) with SUDs across a continuity of care continuum. DPS&C will work with Tulane University and Tulane's collaborative partner, Delaware Health Information Network (DHIN) to design and implement a comprehensive behavioral information exchange network to facilitate information for the dissemination, collection and analysis of information.

Program Design: The DPS&C, and Tulane University, School of Medicine, Department of Psychiatry and Behavioral Science (Tulane), will partner to reduce the impact of opioids, stimulants, and other substances on JIIs and communities, by developing and implementing a behavioral health information exchange network that will facilitate information across DPS&C, local jails, and community providers to improve continuity of care post-release as well as improve overall collection of data regarding continued illicit drug use; treatment outcomes; and overdose fatalities among JIIs. The Goals of LaTU-CRHIE are to 1). Reduce the impact of opioids, stimulants, and other substances on JIIs and communities, by supporting comprehensive, collaborative initiatives aimed to collect, analyze and disseminate information; 2). Enhance interagency and community provider communication within local regions by supporting reentry efforts in order the improve continuity of car of JIIs with SUDs post-release; and 3). Implement a comprehensive collection tool and program analysis in order to measure JIIs compliance to treatment once released to the community and demonstrate reduced costs and reduced recidivism among JIIs with SUDs.

Priority Considerations: Southern Louisiana and the selected regions in this project makes up almost 50% of the state's population. Among the 16 parishes selected in his proposal, 12/16 parishes have a poverty rating above the national average and a designation status as a Medically Underserved Area/Population, specifically in mental health, where only 25% of Louisiana's population needs are being met for the treatment of mental health care and services.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the

following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff Involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene

requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider

a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and

Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

33

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

34

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

35

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

36

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

37

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

39

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

40

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

41

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

42

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

44

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee (s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

45

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in

Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

48

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

49

Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

51

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Principal Deputy Assistant Attorney General

Name of Approving Official

Amy Solomon

Signed Date And Time

12/20/21 4:11 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Undersecretary


Name of Authorized Entity Official

THOMASC BICKHAMIII

Signed Date And Time

1/7/2022 2:26 PM

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

DEPARTMENT: Department of Public Safety		FOR OPB USE ONLY				
AGENCY: Office of State Fire Marshal		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 08B-422		120R		3		
SUBMISSION DATE: October 24, 2023		Approval and Authority:				
AGENCY BA-7 NUMBER: 11-422-03						
HEAD OF BUDGET UNIT: Dan Wallis						
TITLE: State Fire Marshal						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small>						
						
MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)		REVISED FY 2023-2024		
GENERAL FUND BY:						
DIRECT	\$1,362,393			\$1,362,393		
INTERAGENCY TRANSFERS	\$2,009,721			\$2,009,721		
FEES & SELF-GENERATED	\$6,481,072			\$6,481,072		
Regular Fees & Self-generated	\$5,456,072			\$5,456,072		
Subtotal of Fund Accounts from Page 2	\$1,025,000			\$1,025,000		
STATUTORY DEDICATIONS	\$26,710,654			\$26,710,654		
Subtotal of Dedications from Page 2	\$26,710,654			\$26,710,654		
FEDERAL	\$396,035	\$496,411		\$892,446		
TOTAL	\$36,959,875	\$496,411		\$37,456,286		
AUTHORIZED POSITIONS	207			207		
AUTHORIZED OTHER CHARGES						
NON-TO FTE POSITIONS						
TOTAL POSITIONS	207			207		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100-Fire Prevention	\$36,959,875	207	\$496,411		\$37,456,286	207
Subtotal of programs from Page 2:						
TOTAL	\$36,959,875	207	\$496,411		\$37,456,286	207

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

DEPARTMENT: Department of Public Safety	FOR OPB USE ONLY	
AGENCY: Office of State Fire Marshal	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 08B-422		
SUBMISSION DATE: October 24, 2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 11-422-03		

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 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
GENERAL FUND BY:			
FEES & SELF-GENERATED			
LA Life Safety and Property Protection Trust Dedicated Fund Account (P32A)	\$725,000		\$725,000
Industrialized Building Program Dedicated Fund Account (P36A)	\$300,000		\$300,000
SUBTOTAL (to Page 1)	\$1,025,000		\$1,025,000
STATUTORY DEDICATIONS			
Louisiana Manufactured Housing Commission Fund (V20)	\$305,775		\$305,775
Louisiana Fire Marshal Fund (P01)	\$24,144,879		\$24,144,879
Two Percent Fire Insurance Fund (I03)	\$1,960,000		\$1,960,000
Emergency Training Academy Film Library Fund (P47)	\$50,000		\$50,000
Volunteer Firefighters Tuition Reimbursement Fund (P43)	\$250,000		\$250,000
SUBTOTAL (to Page 1)	\$26,710,654		\$26,710,654

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:						
SUBTOTAL (to Page 1)						

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The source of funding for this request is Federal grant funding (2022 Assistance to Firefighters Grant and 2022 Fire Prevention and Safety Grant) from the Department of Homeland Security. The federal grant funds associated with the 2022 Assistance to Firefighters Grant are for the purchase of equipment for the Fire and Emergency Training Academy (FETA). Equipment includes fire behavior simulator prop, air monitoring equipment, mobile hydraulic ventilation prop, mobile vehicle extrication training prop, Plume Smart System Simulator, and full PPE turnout gear (including pants, coat, helmet, gloves, and flash hood). The federal grant funds associated with the 2022 Fire Prevention and Safety Grant are for the purchase of wall-mounted hearing-impaired LED strobe light smoke alarms and battery powered smoke alarms. FEMA will reimburse 85% of the equipment costs, and OSFM will cover the 15% state share, using the Self-Generated FETA fund already in the budget.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:					
DIRECT					
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED					
STATUTORY DEDICATIONS					
FEDERAL	\$496,411				
TOTAL	\$496,411				

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 to purchase equipment for the FETA and Fire Prevention programs. These expenditures and revenues will be incurred/received during the fiscal year. See the grant agreements for details of the period of performance and budget breakdown.

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 BA-7 is not after the fact.

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.
 This request is to allow the expenses that will be incurred in FY 2023-2024 to also be reimbursed in the current fiscal year. See the attached grant agreement for details. These funds will allow OSFM to purchase necessary safety equipment and supplies for use in the FETA and Fire Prevention programs.

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

OBJECTIVE:				
LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024
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 request directly impacts the agency's Fire and Emergency training initiatives. This grant will have a positive impact with meeting Louisiana law and the mission of the Louisiana Fire and Emergency Training Academy (FETA) in delivering statewide training to Louisiana's Firefighters by enhancing their knowledge, skills and safety during emergency operations. This request will allow the provision of specialized equipment and personal protective equipment needed for training of firefighting personnel and emergency responders. A positive impact will also be achieved by enhancement of FETA's programs and goals to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

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.)
 If this BA-7 is not approved, the Office of State Fire Marshal would have to purchase equipment including simulator props, personal protective equipment, and smoke alarms with an alternate means of financing, and expenditures would not be reimbursed to the agency by FEMA.

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: FIRE PREVENTION

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$1,362,393		\$1,362,393				
Interagency Transfers	\$2,009,721		\$2,009,721				
Fees & Self-Generated *	\$6,481,072		\$6,481,072				
Statutory Dedications **	\$26,710,654		\$26,710,654				
FEDERAL FUNDS	\$396,035	\$496,411	\$892,446				
TOTAL MOF	\$36,959,875	\$496,411	\$37,456,286				
EXPENDITURES:							
Salaries	\$13,154,232		\$13,154,232				
Other Compensation	\$1,309,349		\$1,309,349				
Related Benefits	\$7,945,773		\$7,945,773				
Travel	\$372,000		\$372,000				
Operating Services	\$2,099,069		\$2,099,069				
Supplies	\$704,810		\$704,810				
Professional Services	\$7,219		\$7,219				
Other Charges	\$4,401,064	\$496,411	\$4,897,475				
Debt Services							
Interagency Transfers	\$5,026,686		\$5,026,686				
Acquisitions	\$1,939,673		\$1,939,673				
Major Repairs							
UNALLOTTED							
TOTAL EXPENDITURES	\$36,959,875	\$496,411	\$37,456,286				
POSITIONS							
Classified	197		197				
Unclassified	10		10				
TOTAL T.O. POSITIONS	207		207				
Other Charges Positions							
Non-TO FTE Positions							
TOTAL POSITIONS	207		207				
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$5,456,072		\$5,456,072				
LA Life Safety and Property Protection Trust Dndicated Fund Account (P32A)	\$725,000		\$725,000				
Industrialized Building Program Dedicated Fund Account (P36A)	\$300,000		\$300,000				
**Statutory Dedications:							
Louisiana Manufactured Housing Commission Fund (V20)	\$305,775		\$305,775				
Louisiana Fire Marshal Fund (P01)	\$24,144,879		\$24,144,879				
Two Percent Fire Insurance Fund (03)	\$1,960,000		\$1,960,000				
Emergency Training Academy Film Library Fund (P47)	\$50,000		\$50,000				
Volunteer Firefighters Tuition Reimbursement Fund (P43)	\$250,000		\$250,000				

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: FIRE PREVENTION

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT					\$496,411	\$496,411
EXPENDITURES:						
Salaries						
Other Compensation						
Related Benefits						
Travel						
Operating Services						
Supplies						
Professional Services						
Other Charges					\$496,411	\$496,411
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES					\$496,411	\$496,411
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 #11-422-03 is to increase OSFM's federal budget authority to allow for the purchase of equipment for the Fire and Emergency Training Academy and smoke alarms for the Fire Prevention program.

REVENUES

7. The revenues associated with this request are Federal from the Department of Homeland Security for the 2022 Assistance to Firefighters and 2022 Fire Prevention & Safety grants. FEMA has approved \$324,935 in Federal funding for the 2022 Assistance to Firefighters Grant and \$171,476 for the 2022 Fire Prevention & Safety Grant. OSFM will cover state share match funds (15% or \$57,314 of the total federal funds awarded), using the Self-Generated FETA fund already in their budget.

REVENUE SOURCE	BEGINNING BUDGET	ADJUSTMENT AMOUNT	REVISED BUDGET
Federal	\$398,035	\$496,411	\$892,446

EXPENDITURES

9. The Other Charges expenditure category will be adjusted as a result of this BA-7. Approval of this BA-7 will increase the Other Charges budget authority from \$4,401,064 to \$4,894,475. Federally funded expenditures are associated with GLs 5620065 - Other Charges Supplies and 5620068 - Other Charges Equipment. Federal funding in the amount of \$496,411 has been approved. OSFM is required to contribute non-Federal funds of 15% or \$57,314 of the total Federal funds awarded, for a total approved grant budget of \$553,725.

Equipment Description	GL	Quantity	Unit Price	Total Costs	Grant
LED strobe light smoke alarms	5620065	100	\$113	\$11,300	2022 Fire Prevention & Safety
Battery powered smoke alarms	5620065	15,000	\$11.25	\$168,750	2022 Fire Prevention & Safety
Fire Behavior Simulator prop	5620068	2	\$21,500	\$43,000	2022 Assistance to Firefighters
Basic Haz-Mat Response Equipment	5620068	1	\$62,600	\$62,600	2022 Assistance to Firefighters
Mobile Hydraulic Ventilation Prop	5620068	1	\$107,000	\$107,000	2022 Assistance to Firefighters
Mobile Vehicle Extrication Prop	5620068	1	\$42,075	\$42,075	2022 Assistance to Firefighters
Plume Smart System Simulator	5620068	1	\$20,500	\$20,500	2022 Assistance to Firefighters
Vehicle Extrication Equipment	5620068	1	\$58,500	\$58,500	2022 Assistance to Firefighters
Full PPE turnout gear	5620068	10	\$4,000	\$40,000	2022 Assistance to Firefighters
				Federal Funding	\$496,411
				OSFM State Match	\$57,314
				TOTAL GRANT BUDGET	\$553,725


OTHER

12. LTC Greg Graphia
Deputy Superintendent, Chief Administrative Officer
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Gregory.Graphia@la.gov

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

DEPARTMENT: 11A - Department of Natural Resources		FOR OPB USE ONLY				
AGENCY: 431 - Office of the Secretary		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 11-431		116		4		
SUBMISSION DATE: 10/23/23		Approval and Authority:				
AGENCY BA-7 NUMBER: #1						
HEAD OF BUDGET UNIT: Mark Normand						
TITLE: Deputy Undersecretary						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small>						
						
MEANS OF FINANCING	CURRENT FY 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024			
GENERAL FUND BY:						
DIRECT	\$21,518,822	\$0	\$21,518,822			
INTERAGENCY TRANSFERS	\$7,392,720	\$0	\$7,392,720			
FEES & SELF-GENERATED	\$2,082,113	\$2,300,000	\$4,382,113			
Regular Fees & Self-generated	\$189,000	\$0	\$189,000			
Subtotal of Fund Accounts from Page 2	\$1,893,113	\$2,300,000	\$4,193,113			
STATUTORY DEDICATIONS	\$28,668,111	\$0	\$28,668,111			
Oilfield Site Restoration Fund (N05)	\$23,149,044	\$0	\$23,149,044			
Mineral Resources Operation Fund (N07)	\$5,304,594	\$0	\$5,304,594			
Subtotal of Dedications from Page 2	\$214,473	\$0	\$214,473			
FEDERAL	\$90,499,820	\$0	\$90,499,820			
TOTAL	\$150,161,586	\$2,300,000	\$152,461,586			
AUTHORIZED POSITIONS	148	0	148			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	2	0	2			
TOTAL POSITIONS	150	0	150			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Executive Program	\$150,161,586	150	\$2,300,000	0	\$152,461,586	150
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$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	\$150,161,586	150	\$2,300,000	0	\$152,461,586	150

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

DEPARTMENT: 11A - Department of Natural Resources	FOR OPB USE ONLY	
AGENCY: 431 - Office of the Secretary	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 11-431		
SUBMISSION DATE: 10/23/23	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: #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 2023-2024	ADJUSTMENT (+) or (-)	REVISED FY 2023-2024
GENERAL FUND BY:			
FEES & SELF-GENERATED			
Coastal Resources Trust Dedicated Fund Account (N02A)	\$1,261,113	\$2,300,000	\$3,561,113
Underwater Obstruction Removal Dedicated Fund Account (N0BA)	\$832,000	\$0	\$832,000
SUBTOTAL (to Page 1)	\$1,893,113	\$2,300,000	\$4,193,113
STATUTORY DEDICATIONS			
Oil Spill Contingency Fund (V01)	\$214,473	\$0	\$214,473
[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)	\$214,473	\$0	\$214,473

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

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

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

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

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The source of funding will be the Coastal Resources Trust Fund - Beneficial Use Funds, 43100N0200.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$2,300,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,300,000	\$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 proposed project will mitigate erosion and promote natural vegetative colonization of the over wash material. This project is a continuation of the CWPPRA ME-18 project and Cameron Parish's ME-37 project. The overall stabilization project is intended to protect the 9.2-mile "shovel ready" portion of the Rockefeller Refuge west of Joseph Harbor Bayou. A Notice to Proceed is scheduled for November 2023 from Cameron Parish for this project. The construction schedule is estimated to be from November 2023 through February 2024.

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
Not applicable

**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.

The approval of this BA-7 will allow the agency to fully carry out its mission critical functions with funding allocated in the appropriate fiscal year.

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

OBJECTIVE:				
LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2023-2024	ADJUSTMENT (+) OR (-)	REVISED FY 2023-2024

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 ME-35 Rockefeller Shoreline Stabilization proj. is designed to reduce shoreline retreat along a critical stretch of Gulf shoreline protecting inland marshes, ridges, & infrastructure, as well as to promote shallowing, settling out, & natural vegetative colonizing of the over wash material landward of the proposed shoreline protection.

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 will result in the Department of Natural Resources not being able to provide the Beneficial Use funding for this reasonable and necessary project.

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 # NAME: <u>Executive</u>							
MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$21,518,822	\$0	\$21,518,822	\$0	\$0	\$0	\$0
Interagency Transfers	\$7,392,720	\$0	\$7,392,720	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$2,082,113	\$2,300,000	\$4,382,113	\$0	\$0	\$0	\$0
Statutory Dedications **	\$28,668,111	\$0	\$28,668,111	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$90,499,820	\$0	\$90,499,820	\$0	\$0	\$0	\$0
TOTAL MOF	\$150,161,586	\$2,300,000	\$152,461,586	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$11,538,924	\$0	\$11,538,924	\$0	\$0	\$0	\$0
Other Compensation	\$114,193	\$0	\$114,193	\$0	\$0	\$0	\$0
Related Benefits	\$7,078,639	\$0	\$7,078,639	\$0	\$0	\$0	\$0
Travel	\$277,075	\$0	\$277,075	\$0	\$0	\$0	\$0
Operating Services	\$66,664,178	\$0	\$66,664,178	\$0	\$0	\$0	\$0
Supplies	\$269,800	\$0	\$269,800	\$0	\$0	\$0	\$0
Professional Services	\$8,559,861	\$0	\$8,559,861	\$0	\$0	\$0	\$0
Other Charges	\$38,413,195	\$2,300,000	\$40,713,195	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$16,996,921	\$0	\$16,996,921	\$0	\$0	\$0	\$0
Acquisitions	\$248,800	\$0	\$248,800	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$150,161,586	\$2,300,000	\$152,461,586	\$0	\$0	\$0	\$0
POSITIONS							
Classified	139	0	139	0	0	0	0
Unclassified	9	0	9	0	0	0	0
TOTAL T.O. POSITIONS	148	0	148	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-FTE Positions	2	0	2	0	0	0	0
TOTAL POSITIONS	150	0	150	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$189,000	\$0	\$189,000	\$0	\$0	\$0	\$0
Coastal Resources Trust Dedicated Fund Account (MCSA)	\$1,261,113	\$2,300,000	\$3,561,113	\$0	\$0	\$0	\$0
Underwater Obstruction Removal Dedicated Fund Account (NCSA)	\$632,000	\$0	\$632,000	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Oilfield Site Restoration Fund (N05)	\$23,149,044	\$0	\$23,149,044	\$0	\$0	\$0	\$0
Mineral Resources Operation Fund (N07)	\$5,304,594	\$0	\$5,304,594	\$0	\$0	\$0	\$0
Oil Spill Contingency Fund (V01)	\$214,473	\$0	\$214,473	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Select Statutory Dedication)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 1 NAME: <u>Executive</u>						
MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$2,300,000	\$0	\$0	\$2,300,000
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	\$2,300,000	\$0	\$0	\$2,300,000
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	\$0
TOTAL EXPENDITURES	\$0	\$0	\$2,300,000	\$0	\$0	\$2,300,000
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

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

GENERAL PURPOSE

The purpose of this BA-7 is to increase the Coastal Resources Trust Fund-Beneficial Use fund by \$2,300,000 to extend the Rockefeller Refuge shoreline protection project. The funds will be transferred to Cameron Parish to perform the work. The ME-35 Rockefeller Refuge Shoreline Project is designed to reduce shoreline retreat along this critical stretch of Gulf shoreline thus protecting the inland marshes, ridges, and infrastructure, as well as to promote shallowing, settling out, and natural vegetative colonizing of the over wash material landward of the proposed shoreline protection.

REVENUES

\$2,300,000 Coastal Resources Trust Fund (N02)

EXPENDITURES

	Vendor Name	Description of Contract	G/L Item	
	Cameron Parish	Provide \$2.3 million to extend the ME-35 Rockefeller Refuge Shoreline protection project	5610002	\$2,300,000
				\$2,300,000

OTHER

Budget Contact Name: Denise Hernandez
Title: Budget Administrator
Email: Denise.Hernandez2@la.gov
Phone Number: 225-342-2945

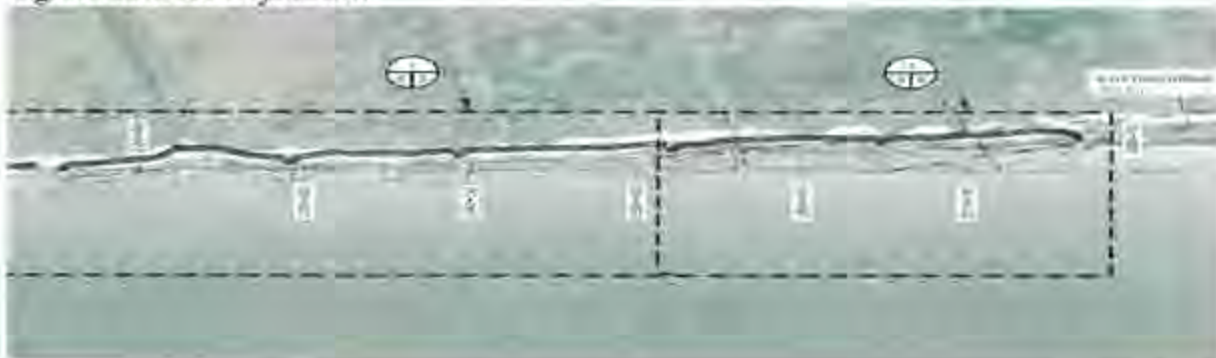
BA-7 SUPPORT INFORMATION

ME-35 Rockefeller Refuge Shoreline Stabilization Project Fact Sheet

Project Description:

The Rockefeller Refuge Shoreline Stabilization Project (ME-35) Phase 2 is part of the overall ME-35 project, that will be a continuation of the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA) Rockefeller Refuge Gulf Shoreline Stabilization Project (ME-18) and the CDBG-DR Rockefeller Extension Project (ME-37). The project is designed to reduce shoreline retreat along this critical stretch of Gulf shoreline thus protecting the inland marshes, ridges, and infrastructure, as well as to promote shallowing, settling out, and natural vegetative colonizing of the over wash material landward of the proposed shoreline protection. Gaps in the shoreline protection feature are also proposed to facilitate material and organism linkages.

Figure 1: ME-35 Project Area



Need: The Rockefeller Gulf Shoreline Stabilization Project is a coastal restoration project that will assist in protecting an area experiencing alarming erosion rates. Specifically, the Rockefeller Wildlife Refuge Gulf shoreline retreats an average of approximately 70 feet/year with a subsequent direct loss of emergent saline marsh. The originally deeded 86,000 acres of Rockefeller Wildlife Refuge has been reduced to about 70,000 acres by coastal erosion.

Purpose: In accordance with the RESTORE Act, the primary eligible activity of the project is to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, and coastal wetlands of the Gulf Coast region. The proposed project will mitigate erosion and promote natural vegetative colonization of the over wash material. This project is a continuation of the CWPPRA ME-18 project and Cameron Parish's ME-37 project. The overall stabilization project is intended to protect the 9.2-mile "shovel ready" portion of the Rockefeller Refuge west of Joseph Harbor Bayou.

Objective: The activities for this project meet the eligible activity of 34.201(a) Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region, because it will assist in protecting an area experiencing alarming erosion rates.

Construction Period: A Notice to Proceed is scheduled for November from Cameron Parish. The construction schedule is estimated to be from November through February. Weather conditions can alter the construction schedule.

Funding Sources: State of Louisiana Restore Funds (CPRA) \$6,671,531.00, Cameron Parish Restore Funds \$2,000,000.00 Calcasieu Parish Restore Funds \$2,116,894.60, and LDNR BUDM Funds \$2,300,000.00 for a combined total of \$13,088,425.60.

Agenda Item #3

Facility Planning and Control Agenda

**DIVISION OF ADMINISTRATION
Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET**

Briefing Book

FOR

November 2023

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November 2023

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School of Veterinary Medicine Louisiana State University Baton Rouge, LA Project No. 19-601-20-01, F.19002330	

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

October 26, 2023

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

**Re: Approval of a Change Order over \$100,000
Hurricane Ida Repairs, Perimeter Quad
Nicholls State University
Thibodaux, Louisiana
Project No. 01-107-05B-13; WBS F.01004256**

Dear Representative Zeringue:

An emergency project was created to repair the damage to the Perimeter Quad buildings at Nicholls State University after nearly all of the campus buildings were damaged by Hurricane Ida. A part of the work was the repair of the Millet Hall, Zeringue Hall and Scholar Hall roofs ridge caps due to the extent of the damage caused by the storm.

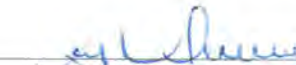
Upon an inspection of the existing roofs prior to construction, it was discovered that the existing shingle system applications were damaged to a point that the original scope for repairs would be inadequate to protect the building structure from moisture intrusion. This damage was likely caused by the high winds and associated flying debris during Hurricane Ida. After extensive negotiations, an additive change of \$463,055.00 was agreed upon and recommended by the designer to add the material and labor to replace the shingle roofing system on each of the three buildings.

As there is no other viable solution, we respectfully request approval of a change order over \$100,000.00 to complete the new roofs. All of the funds required would be covered by the insurance claim.

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

Sincerely,

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

Approved: 
Jay Dardenne
Commissioner of Administration

Approved: 
Mark Moses

Assistant Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, 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. Summer Metoyer, 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

Approval for a Change Order over \$100,000
Facility Planning and Control
October 2023

1. Hurricane Ida Repairs, Perimeter Quad

Nicholls State University

Thibodaux, Louisiana

Project No.: 01-107-05B-13, F.01004256

State ID: Multiple

Site Code: 3-29-003

Date of Contract: December 15, 2022

Original Contract Amount: \$10,382,502.00

Changes by previous change orders:

Change Order No. 1: \$5,951.00

Contract amount increased by this change order No.2: \$463,055.00

New contract sum: \$10,851,508.00

Change Order No. 2 would increase the project amount due to the discovery of damage to the shingle roofs of Millet Hall, Zeringue Hall and Scholar Hall. Upon an inspection of the existing roofs prior to construction, it was discovered that the existing shingle system applications were damaged to a point that the original scope of repairs would be inadequate to protect the building structure from moisture intrusion. This damage was likely caused by the high winds and associated flying debris during Hurricane Ida. This increased amount would be covered by the insurance claim.

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

November 2, 2023

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,

Roger E. Husser, Jr.
Director

Approved: _____


Jay Dardenne
Commissioner of Administration

Approved: _____


Mark Moses
Assistant Commissioner of Administration

**Reporting of Change Orders over \$50,000 and under \$100,000
Facility Planning and Control
October 2023**

**Repairs to Potable Water Storage Tanks
Louisiana State Penitentiary
Department of Public Safety and Corrections
Angola, Louisiana**

Project Number 01-107-18-02, F.01003928

State ID No.: S04027, S04028 Site Code: 2-63-003

Date of Contract: April 27, 2022

Original Contract Amount: \$1,269,949.99

Changes by previous change orders: \$444,559.00

Change Order 1:	\$269,684.00	1/25/2023
Change Order 2:	\$90,633.00	4/28/2023
Change Order 3:	\$84,242.00	5/26/2023

Contract amount increased by Change Order 4: \$50,290.00

New contract sum: \$1,764,798.99

Change Order No. 4 increases the amount of the contract by \$50,290.00 in order to replace two (2) isolation valves to the second and third water tanks. The tank repair contract did not account for replacement of the valves as they were thought to be operable. This amount was found to be cost-reasonable and is being covered by the project contingency.

**Reporting of Change Orders over \$50,000 and under \$100,000
Facility Planning and Control
October 2023**

Veterinary Medicine Accreditation Repairs: Food Animal Renovations

School of Veterinary Medicine

Louisiana State University

Baton Rouge, Louisiana

Project No. 19-601-20-01, F.19002330

State ID No.: S11617 Site Code: 2-17-014

Date of Contract: October 10, 2022

Original Contract Amount: \$3,521,700.00

Changes by previous change orders: \$63,146.00

Change Order 1:	(\$160,863.00)
Change Order 2:	\$ 4,668.00
Change Order 3:	\$ 26,407.00
Change Order 4:	\$ 29,114.00
Change Order 5:	\$ 14,208.00
Change Order 6:	\$ 49,793.00
Change Order 7:	\$ 99,819.00
Change Order 8:	\$ 66,535.00

Contract amount increased by Change Order 6: \$66,535.00

New contract sum: \$3,651,381

Change Order No. 8 increases the amount of the contract by \$66,535.00 (42 days added) - Install new water main needed in animal drop off area used for cleaning large animal waste and filling "aqua cow" vat. Install new copper lines for medical gas system (existing copper lines un-useable). Install larger drains at animal drop off area that can accommodate large animal waste.

Agenda Item #4

Review and approval of
Municipal Firemen's
Back Supplemental
Pay, Municipal Police
Back Supplemental
Pay, and Deputy
Sheriffs' Back
Supplemental Pay



JOHN BEL EDWARDS
GOVERNOR

LAMAR A. DAVIS, COLONEL
DEPUTY SECRETARY

State of Louisiana
Department of Public Safety and Corrections
Public Safety Services

November 13, 2023
DPS-02-02160-GG

Honorable Jerome "Zee" Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294
Baton Rouge, Louisiana 70804

Dear Honorable Zeringue:

Included with this correspondence is a spreadsheet detailing 101 requests for back pay for Municipal Firemen's Supplemental Pay, which have been approved by the Board of Review as per ACT 110 of 1982. Please place this item on the agenda for the next JLCB meeting.

Total requested prior year funds: \$193,629.00

Public Safety Services projects sufficient funds available in the current fiscal year budget to fund these ACT 110 requests for back pay.

Should you need further information in consideration of this request, you can contact me via email at Gregory.Graphia@la.gov or by phone at (225)925-6032.

Sincerely,

Lieutenant Colonel Gregory Graphia
Deputy Superintendent - Chief Administrative Officer

Attachment

CC: Brien Ruiz, Chairman, Board of Review
 Morgan Williams, Board Member
 Dwayne Thevis, Board Member
 Ronnie Schillace, Board Member
 Richard Parker, Board Member
 Marlon Battley, Legal Affairs

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MUNICIPAL FIRE SUPPLEMENTAL PAY ACT 110 REQUEST 2023

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE
1	Alexandria	Gillespie, Trevor W	6/3/22-6/30/22	\$467.00	Application submitted late	5/9/2023
2	Alexandria	Searcy, Patrick D	2/19/2022-6/30/22	\$2,217.00	Application submitted late	11/10/2022 Agenda
3	Ascension FD 3	Cisek, Brad M	05/03/22-06/30/22	\$967.00	Application submitted late	11/10/2022
4	Ascension FD 3	Emick, Brett	05/03/22-06/30/22	\$967.00	Application submitted late	11/10/2022
5	Baton Rouge FD	Bethel, Dreagen	04/25/22-06/30/22	\$1,100.00	Application submitted late	11/10/2022
6	Baton Rouge FD	Holmes, Holt	05/02/22-06/30/22	\$716.00	Application submitted late	11/10/2022
7	Baton Rouge FD	Hutchinson, Dylan	12/21/21-06/22/22	\$3,650.00	Application submitted late	2/7/2023
8	Baton Rouge FD	Lavigne, Caleb T	04/25/22-06/30/22	\$967.00	Application submitted late	11/10/2022
9	Baton Rouge FD	Vailes, Keonte	06/15/22-06/30/22	\$267.00	Application submitted late	11/10/2022
10	Baton Rouge FD	Wilson, Saveta	05/16/22-06/30/22	\$750.00	Application submitted late	2/7/2023
11	Baton Rouge FD	Wooley, Morgan	04/25/22-06/30/22	\$1,100.00	Application submitted late	11/10/2022
12	Bayou Blue FD Protection District	Morgan, James Eugene	6/23/21-3/30/23	\$6,133.00	Application submitted late	5/9/23 Agenda
13	Bayou Blue FD Protection District	Nelton, Benjamin Matthew	07/1/20-06/30/21 07/1/21-06/30/22	\$10,000.00	Application submitted late	5/9/2023 Agenda
14	Bayou Cane FD	Bousegard, Devin Charles	03/21/23-06/30/23	\$2,000.00	Application submitted late	8/4/2023

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
15	Bayou Cane FD	Washington, III, Courtland Royal	1/10/23-6/30/23	\$3,420.00	Application submitted late	8/4/2023	
16	Covington	Heno, Austin Eugene	3/29/22-6/30/22	\$1,533.00	Application submitted late	8/4/2023	
17	David Crocket #1	Daly, Nicholas	12/11/21-06/30/22	\$3,333.00	Application submitted late	11/10/2022	
18	Delhi FD	Hall, Kenneth Wayne	01/01/22-06/30/22	\$3,000.00	Application submitted late	5/9/2023	
19	DeSoto Parish #9	Davis, Forrest Jeffery	06/25/22-06/30/22	\$67.00	Application submitted late	11/10/2022	
20	East Bank Consolidated	Brown, Lee Roy III	3/11/23-6/30/23	\$2,200.00	Application submitted late	8/4/2023 Agenda	
21	East Bank Consolidated	Hudson, Charles M.	4/22/23-6/30/23	\$1,200.00	Application submitted late	8/4/2023 Agenda	
22	East Side	Beeson, Blake R	04/01/22-06/30/22	\$1,500.00	Application submitted late	11/10/2022	
23	East Side	Singleton, Stephen	01/14/22-06/30/22	\$2,783.00	Application submitted late	11/10/2022	
24	Hammond	McTaggart, Gage	6/25/2022-06/30/22	\$83.00	Application submitted late	11/10/2022	
25	Hammond	Pinion, Dawson	6/21/2022-06/30/22	\$84.00	Application submitted late	11/10/2022	
26	Harvey Vol FD	Robertson, James	06/01/22-06/30/22	\$500.00	Application submitted late	11/10/2022	
27	Herbert Wallace Vol FD	Sievers, Tate	03/09/22-06/30/22	\$1,867.00	Application submitted late	5/9/2023	
28	Lafourche #3	Bourgeois, Jr., Lucas J	08/19/21-06/30/22	\$5,200.00	Application submitted late	11/10/2022	

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
29	Lafourche #3	Ledet, Nicholas C	12/01/21-06/30/22	\$3,500.00	Application submitted late	5/9/2023	
30	Little Caillou Vol.	LeBlanc, James E	05/14/22-06/30/22	\$783.00	Application submitted late	11/10/2022	
31	Natchitoches FD	Edwards, Adam C	6/8/21-5/26/22	\$5,816.00	Application Submitted Late	8/9/2022	
32	New Orleans	Abron, David	04/10/22-06/30/22	\$1,350.00	Application submitted late	11/10/2022	
33	New Orleans	Anderson, Benjamin H	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
34	New Orleans	Baron, Edgar R	05/23/22-06/30/22	\$633.00	Application submitted late	11/10/2022	
35	New Orleans	Bloomquist, Richard	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
36	New Orleans	Bodine, Anthony J	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
37	New Orleans	Brady, Justin	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
38	New Orleans	Bruzeau, Nicholas	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
39	New Orleans	Carter, Ja'Ronne	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
40	New Orleans	Domino, Ronald	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
41	New Orleans	Evans-Gan, Cody	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
42	New Orleans	Flowers, Ross J	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
43	New Orleans	Forcha, Joshua P	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
44	New Orleans	Fortenberry, Charles	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
45	New Orleans	Gerets, Nicholous	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
46	New Orleans	Gerhold, Adolph	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
47	New Orleans	Hennessey, Jr., Ross	06/05/22-06/30/22	\$433.00	Application submitted late	5/9/2023	
48	New Orleans	Irey, Christina C	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
49	New Orleans	Jacobsen IV, John S	12/30/21-06/30/22	\$3,017.00	Application submitted late	11/10/2022	
50	New Orleans	Jinks, Gregory R	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
51	New Orleans	Jones, Omari F	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
52	New Orleans	Joyner, Keyonta	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
53	New Orleans	Lawson Jr, Matthew	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
54	New Orleans	Lucien, Devin	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
55	New Orleans	Martinez, Nikolas M	06/20/22-06/30-22	\$183.00	Application submitted late	11/10/2022	
56	New Orleans	Melvin, Jeremy	06/20/22-06/30-22	\$183.00	Application submitted late	11/10/2022	

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
57	New Orleans	Palisi, Thomas Antahony	4/2/23-6/30/23	\$1,780.00	Application submitted late	5/9/2023 Agenda	
58	New Orleans	Pappion, Jeremy R	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
59	New Orleans	Pierre, Austin S	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
60	New Orleans	Pollard, Delilah M	7/31/22-6/30/23	\$6,600.00	Application submitted late	8/4/2023 Agenda	
61	New Orleans	Raymond, Justin L	06/21/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
62	New Orleans	Reed, Rashi Jamal	10/31/22-3/12/23	\$2,620.00	Application submitted late	8/4/2023 Agenda	Resigned 3/12/23 - ACT 110 Payment only
63	New Orleans	Talley, Nicholas A	02/24/22-06/30/22	\$2,117.00	Application submitted late	11/10/2022	
64	New Orleans	Theodore, Kyrell R	01/30/22-06/30/22	\$2,517.00	Application submitted late	11/10/2022	
65	New Orleans	Todd, Kaitlin B	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
66	New Orleans	Tumanov, Aleksandr	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
67	New Orleans	Vitatoe, Jonas A	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
68	New Orleans	Waldron, Daniel	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
69	New Orleans	Watkins, Tony M	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
70	New Orleans	Williams Jr, David	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
71	New Orleans	Womack, Lowouska J	06/20/22-06/30/22	\$183.00	Application submitted late	11/10/2022	
72	New Orleans	Young Jr, Robert	02/21/22-06/30/22	\$2,167.00	Application submitted late	11/10/2022	
73	New Orleans	Goldstein, Devra	3/12/23-6/30/23	\$1,580.00	Application submitted late	5/9/2023 Agenda	
74	Nine Mile Point	Wedge, Dustin	06/10/22-06/30/22	\$350.00	Application submitted late	2/7/2023	
75	Ouachita	Graham, Russell	08/04/22-06/30/23	\$7,140.00	Job Description Approval	8/4/2023 12/15/22 Agenda	
76	Paradis Vol FD	Honor, Tre'von	05/03/22-06/30/22	\$967.00	Application submitted late	12/15/2022 Agenda	
77	Pineville	Pilgrim, Payton	05/23/22-06/30/22	\$633.00	Application submitted late	11/10/2022	
78	Plaquemines Port Harbor TD	Powell, Schuyler	02/18/22-06/30/22	\$2,217.00	Application submitted late	11/10/2022 Agenda	
79	Ponchatoula	Thomas, Joshua C	05/29/22-06/30/22	\$533.00	Application submitted late	11/10/2022	
80	Rapides Parish FD #4	Davis, Chris Tyler	6/8/23-6/30/23	\$460.00	Application submitted late	8/4/2023	
81	Schriever	Lanegrasse, Jr., Reola J	01/03/22-06/30/22	\$2,967.00	Application submitted late	11/10/2022	
82	Shreveport	Crawford, Hunter B	04/01/22-06/30/22	\$1,500.00	Application submitted late	11/10/2022	
83	Shreveport	Dixon, Shayne R	05/06/22-06/30/22	\$917.00	Application submitted late	11/10/2022	
84	Shreveport	Graham Avante' K	02/01/22-06/30/22	\$2,500.00	Application submitted late	11/10/2022	

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
85	Shreveport	Jones, Trenton M.	02/01/22-06/30/22	\$2,500.00	Application submitted late	12/15/2022	
86	Shreveport	McCoy, Anthony	8/1/21-07/30/22	\$6,100.00	Application submitted late	8/9/2022	
87	Shreveport	Sellers, William	02/01/22-06/30/22	\$2,500.00	Application submitted late	12/15/2022	
88	St George	Breaux, Dusty P	1/9/23-6/30/23	\$3,440.00	Application submitted late	8/4/2023 Agenda	
89	St. George	Stubbs, Krystal R	04/26/22-06/30/22	\$1,083.00	Application submitted late	11/10/2022	
90	St. George FPD #2	Westbrook, Carley C	04/14/22-06/30/22	\$1,283.00	Application submitted late	11/10/2022	
91	St. Landry #1	Thibodeaux, Jon M	05/15/22-06/30/22	\$767.00	Application submitted late	11/10/2022	
92	St. Tammany #2	Gouzien, Aaron II	05/23/22-06/30/22	\$633.00	Application submitted late	12/15/2022	
93	St. Tammany FD #1	Saavedra, Tristen Linden	6/1/23-6/30/23	\$600.00	Application submitted late	8/4/2023	
94	St. Tammany FD #5	Shields, Adam E	3/27/23-6/30/23	\$1,880.00	Application submitted late	8/4/2023	
95	St. Tammany Fire Dist. #4	Parker, Nicholas Sentell	11/23/21-6/30/23	\$10,000.00	Application submitted late	8/4/2023 Agenda	
96	St. Tammany Fire Prot #4	Cade, Katherine L	02/01/22-06/30/22	\$2,500.00	Application submitted late	11/10/2022	
97	St. Tammany Fire Prot #7	Carter, Matthew P	04/06/22-06/30/22	\$1,417.00	Application submitted late	11/10/2022	
98	Terrytown Fifth Dist Vol FD	Jordan, Dustin Frederick	5/15/23-6/30/23	\$920.00	Application submitted late	8/4/2023	

No.	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	APPROVAL DATE	
99	Third District Vol. FD	Fletcher, Justin Thomas	4/11/23-6/30/23	\$1,800.00	Application submitted late	8/4/2023	
100	Third District Vol. FD	Huhner, Zachery T	05/24/22-06/30/22	\$617.00	Application submitted late	11/10/2022	
101	Winnfield FD	Harrell, Matthew Edward	1/30/23-6/30/23	\$3,020.00	Application submitted late	8/4/2023	



JOHN BEL EDWARDS
GOVERNOR

LAMAR A. DAVIS, COLONEL
DEPUTY SECRETARY

State of Louisiana
Department of Public Safety and Corrections
Public Safety Services

November 13, 2023
DPS-02-02161-GG

Honorable Jerome "Zee" Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294
Baton Rouge, Louisiana 70804

Dear Honorable Zeringue:

Included with this correspondence is a spreadsheet detailing 155 requests for back pay for Municipal Police Supplemental Pay, which have been approved by the Board of Review as per ACT 110 of 1982. Please place this item on the agenda for the next JLCB meeting.

Total requested prior year funds: \$270,037.00

Public Safety Services projects sufficient funds available in the current fiscal year budget to fund these ACT 110 requests for back pay.

Should you need further information in consideration of this request, you can contact me via email at Gregory.Graphia@la.gov or by phone at (225)925-6032.

Sincerely,


Lieutenant Colonel Gregory Graphia
Deputy Superintendent - Chief Administrative Officer

Attachment

CC: Chief Kip Judice, Board of Review
 Captain Jonas T Martin, Board of Review
 Ternisa Hutchinson, Board of Review
 James E. LeBlanc, Board of Review
 Rebekah Taylor Hill, Board of Review
 Carl Richards, Board of Review
 Jim Craft, Board of Review
 Adrienne T. Bordelon, Board of Review
 Mayor David Toups, Board of Review
 Sherlyn Shumpert, Legal Affairs

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MUNICIPAL POLICEMEN'S SUPPLEMENTAL PAY ACT 110 REQUEST 2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
1	Abbeville	Gonzales, Anaiz M	6/23/23-6/30/23	\$160	Application submitted late	8/9/2023
2	Abbeville	Punch, Colton Gary	5/1/23-6/30/23	\$1,200	Application submitted late	8/9/2023
3	Addis	Anderson, Logan J	6/3/23-6/30/23	\$560	Application submitted late	8/9/2023
4	Addis	Brooks, Brendan N	6/17/22 - 6/30/22	\$233	Application submitted late	11/9/2022
5	Addis	Gillis, Adam J	4/26/23-6/30/23	\$1,300	Application submitted late	8/9/2023
6	Alexandria	Mickel, Craig	4/4/22-6/30/22	\$1,450	Reinstated from Termination	5/10/23 Agenda
7	Alexandria	Wood, Matthew A	12/26/22-6/30/23	\$3,700	Application submitted late	8/9/2023
8	Amite City	Davis, Dustyn R	5/5/23-6/30/23	\$1,120	Application submitted late	8/9/2023
9	Arnaudville	Blanchard, Parker Anthony	4/19/23-6/30/23	\$1,440	Application submitted late	8/9/2023
10	Ball	Barnes, Brandon Lee	6/6/22 - 6/30/22	\$500	Application submitted late	11/9/2022
11	Ball	Bradshaw, Terry D	5/18/2023-6/30/23	\$860	Application submitted late	8/9/2023
12	Ball	Grabowski, Joseph Mark	6/20/23-6/30/23	\$220	Application submitted late	8/9/2023 App waiting for Candy's final approval.
13	Basile	Fruge, Christopher Drew	12/10/21-6/30/22	\$3,350	Application submitted late	2/8/2023
14	Bastrop	Lynch, Keesonya Lewan	1/12/22-6/30/22	\$2,817	Application submitted late	2/8/2023
15	Bastrop	Naff, Cassandra	5/26/23-6/30/23	\$700	Application submitted late	8/9/2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
16	Baton Rouge	Johnson, Devon W	5/25/23-6/30/23	\$720	Application submitted late	8/9/2023
17	Baton Rouge	Jones, Jakiya D	6/6/23-6/30/23	\$500	Application submitted late	8/9/2023
18	Baton Rouge	Pleasant, Alexis M	6/6/23-6/30/23	\$500	Application submitted late	8/9/2023
19	Baton Rouge	Valencia, Joseph R, Jr	4/12/23-6/30/23	\$1,580	Application submitted late	8/9/2023
20	Baton Rouge	West, Jeremiah T	4/11/23-6/30/23	\$1,600	Application submitted late	8/9/2023
21	Baton Rouge	Williams, Sidney D	4/11/23-6/30/23	\$1,600	Application submitted late	8/9/2023
22	Baton Rouge	Reineke, Eric	2/4/22 - 6/30/22	\$2,450	Application submitted late	11/9/2022 and 2/8/23
23	Baton Rouge	Smith, Tiffany	5/13/22 - 6/30/22	\$800	Application submitted late	5/10/2023
24	Baton Rouge Marshal	Honore, Brick	5/10/22-6/30/22	\$850	Application submitted late	2/8/2023
25	Bossier City	Posey, Jonathan D	1/8/23-6/30/23	\$3,460	Basic POST was not submitted with	8/9/23 Agenda
26	Bossier City	Salter, Weston Scott	5/3/23-6/30/23	\$1,160	Application submitted late	8/9/2023
27	Boyce	Allen, Tywan J	3/16/22-6/30/22	\$1,750	Application submitted late	5/10/2023
28	Boyce	Loyd, Jason Terrell	7/1/21-6/30/22	\$6,000	Application submitted late	5/10/2023
29	Brusly	Villemarette, Sherry M	4/10/2023-6/30/23	\$1,620	Application submitted late	8/9/2023
30	Carencro	Hebert, Tony M	11/15/21 - 6/30/22	\$3,767	Application submitted late	11/9/2022
31	Carencro	Patin, Raquel Cormier	4/19/22-6/30/22	\$1,200	Application submitted late	8/9/2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
32	Church Point	Oliver, Sara Marie	1/3/22 - 6/30/22	\$1,967	Application submitted late	11/9/2022
33	Church Point	Williams, Zachary G	6/5/2023-6/30/23	\$520	Application submitted late	8/9/2023
34	Crowley	Conner, Donald Wayne	6/8/23-6/30/23	\$460	Application submitted late	8/9/2023 App waiting for Candy's final approval.
35	Crowley	Doucet, Ryan Wade	6/29/23-6/30/23	\$40	Application submitted late	8/9/2023
36	Delcambre	Theriot, Kyle Anthony	4/19/23-6/30/23	\$1,440	Application submitted late	8/9/2023
37	Deridder	Hardy, Timothy B	5/1/23-6/30/23	\$1,200	Application submitted late	8/9/2023
38	Dixie Inn	Davis, Robert Alan	5/4/22 - 6/30/22	\$950	Application submitted late	11/9/2022
39	Dry Prong	McClung, Lynn Daniel	4/1/22 - 6/30/22	\$1,500	Application submitted late	11/9/2022
40	Erath	Frederick, Nicholas D	6/13/22 - 6/30/22	\$300	Application submitted late	11/9/2022
41	Eunice	Wiles, Bryan R	6/2/23-6/30/23	\$580	Application submitted late	8/9/2023
42	Farmerville	Sepulvado, John Dylan	6/27/22 - 6/30/22	\$67	Application submitted late	11/9/2022
43	Ferriday	Turner, Archie Lee	8/2/22-6/30/23	\$6,580	Application submitted late	8/9/2023
44	Franklin	Darden, Clinton J	5/10/23-6/30/23	\$1,020	Application submitted late	8/9/2023
45	Franklin	Lang, Brett Leath	3/8/23-6/30/23	\$2,260	Application submitted late	8/9/2023
46	Franklin	LeBlanc, Ashley A	4/18/2023-6/30/23	\$1,460	Application submitted late	8/9/2023
47	Franklinton	Dicarolo, Justin T	1/10/23-6/30/23	\$3,420	Application submitted late	8/9/2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
48	Glenmora	Cummings, John A IV	5/25/23-6/30/23	\$720	Application submitted late	8/9/2023
49	Golden Meadow	Bellanger, Luke III	5/17/22 - 6/30/22	\$733	Application submitted late	11/9/2022
50	Golden Meadow	Gaspard, Tristin A	5/15/23-6/30/23	\$920	Application submitted late	8/9/2023
51	Gonzales	Freeman, Gailand Wayne III	1/5/22-6/30/22	\$2,933	Application submitted late	2/8/2023
52	Grand Isle	Besson, Keith Anthony	4/27/19-6/30/22	\$10,000	Application submitted late	2/8/22 Agenda
53	Grand Isle	Corley, Ryan James	10/1/20-6/30/22	\$4,500	Application submitted late	5/10/2023
54	Grand Isle	Maples, Walter H Jr	3/16/22 - 6/30/22	\$1,750	Application submitted late	11/9/2022
55	Gretna	Coleman, Courtney A	5/23/22-6/30/22	\$633	Application submitted late	2/8/2023
56	Gretna	Israel,Camden Charles	11/1/22-6/30/23	\$4,800	Application submitted late	8/9/2023
57	Gretna	Leftwich, Zachary Joel	5/16/23-6/30/23	\$900	Application submitted late	8/9/2023
58	Gretna	Linden, Calvin Austin	3/31/23-6/30/23	\$1,820	Application submitted late	8/9/2023
59	Gretna	McCoy, Alfred E	4/25/22-6/30/22	\$1,100	Application submitted late	5/10/2023
60	Gretna	Mendoza, Keith Joseph	4/3/21 - 6/30/22	\$7,467	Application submitted late	11/9/2022
61	Gretna	Sarmiento, Lisdy Elizabeth	5/16/2023-6/30/23	\$900	Application submitted late	8/9/2023
62	Hammond	Bankston, Boldon Talmadge	5/8/23-6/30/23	\$1,060	Application submitted late	8/9/2023
63	Hammond	Dean, Parick	6/2/22-6/30/22	\$483	Application submitted late	2/8/2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
64	Hammond	Gros, Nicholas Gabriel	5/5/22-6/30/22	\$933	Application submitted late	5/10/2023
65	Hammond	Gunter, Parker Jackson	5/5/22-6/30/22	\$933	Application submitted late	5/10/2023
66	Haynesville	Smith, Dennis	2/17/22-6/30/22	\$2,233	Application submitted late	11/9/2022
67	Houma	Blessman, Lyndsey	5/31/22 - 6/30/22	\$517	Application submitted late	11/9/2022
68	Houma	Doiron, Glen M	3/9/23-6/30/23	\$2,240	Application submitted late	8/9/2023
69	Houma	Ezell, Cullen	06/30/22	\$17	Application submitted late	11/9/2022
70	Houma	Hendricks, Dylan	3/23/22 - 6/30/22	\$1,633	Application submitted late	11/9/2022
71	Houma	Jeffery, Ryan	06/30/22	\$17	Application submitted late	11/9/2022
72	Houma	Ordoyne, Coy P	4/18/22 - 6/30/22	\$1,217	Application submitted late	11/9/2022
73	Houma	Ruiz, Kristen	06/30/22	\$17	Application submitted late	11/9/2022
74	Houma	Usie, Randi	5/16/22 - 6/30/22	\$750	Application submitted late	11/9/2022
75	Jeanerette	Davis, Neal M	5/23/23-6/30/23	\$760	Application submitted late	8/9/2023
76	Kenner	Colvin, Dylan L	5/24/22-1/24/23	\$4,697	Application submitted late	8/9/23 Resigned 1/25/23
77	Kenner	Cusimano, Jordan Baptiste	5/24/22-6/30/22	\$617	Application submitted late	8/9/2023
78	Kenner	Davison, Brandon Taylor	12/1/21 - 6/30/22	\$3,500	Application submitted late	11/9/2022
79	Lafayette	Ford, Raynard Kenneth	10/4/22-6/30/23	\$5,340	Application submitted late	8/9/2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
80	Lafayette	Griffin, Thomas Wayne Jr	4/21/22-6/30/22	\$1,167	Application submitted late	2/8/2023
81	Lafayette	Vincent, Jacque Jones Elin	12/23/20 - 6/30/22	\$9,133	Application submitted late	11/9/2022
82	Lake Charles	Goins, Kevin Neal Jr	5/15/23-6/30/23	\$920	Application submitted late	8/9/2023
83	Lake Charles Harbor	Gay, Liberty Paige	4/4/22-6/30/22	\$1,450	Application submitted late	2/8/2022
84	Lake Charles Marshal	Allen, Gerald L	1/30/23-6/30/23	\$3,020	Application submitted late	8/9/2023
85	Lake Charles Marshal	Lee, Craig Cullen	11/22/22-6/30/23	\$4,380	Application submitted late	8/9/2023
86	Leesville	Gray, Stephanie Renee	3/24/22 - 6/30/22	\$1,617	Application submitted late	11/9/2022
87	Lillie	Henderson, Eric W	9/26/22-6/30/23	\$5,500	Application submitted late	8/9/2023 Agenda
88	Livonia	Prestenback, Robert K	5/31/23-6/30/23	\$620	Application submitted late	8/9/2023
89	Mamou	Richard, Katina Ann	6/14/23-6/30/23	\$340	Application submitted late	8/9/2023
90	Mandeville	Gallagher, Sean Kelsey	6/18/22 - 6/30/22	\$217	Application submitted late	11/9/2022
91	Mansfield	Thomas, Mchelle Crawford	8/29/2022-6/30/23	\$6,040	Application submitted late	8/9/2023
92	Many	Rainer, Joseph G	10/11/22-6/30/22	\$4,183	Application submitted late	2/8/2023
93	Melville	David, Richard	4/19/22-6/30/22	\$1,200	Application submitted late	2/8/2023
94	Minden	Greer, Jordon Matthew	6/6/2023-6/30/23	\$500	Application submitted late	8/9/2023
95	Minden	Joseph, Ladarrius De'Sean	6/1/23-6/30/23	\$600	Application submitted late	8/9/2023

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
96	Minden	Sparks, Benjamin w	1/14/23-6/30/23	\$3,340	Application submitted late	8/9/2023
97	Monroe	Aguilar, Carlos Gibrann	6/1/23-6/30/23	\$600	Application submitted late	8/9/2023
98	Monroe	Book, Tyler S	5/1/23-6/30/23	\$1,200	Application submitted late	8/9/2023
99	Monroe	Chambless, Anthony Blake	1/3/23-6/30/23	\$3,560	Application submitted late	8/9/2023
100	Monroe	Stewart, Tyler Wade	4/1/23-6/30/23	\$1,800	Application submitted late	8/9/2023
101	Monroe	Torrey, Weldon Derwin Jr	6/1/23-6/30/23	\$600	Application submitted late	8/9/2023
102	Monroe Marshal	Johnson, Derunzia Renee	5/9/23-6/30/23	\$1,040	Application submitted late	8/9/2023
103	Moreauville	Ducote, Nicholas A	3/7/2023-6/30/23	\$2,280	Application submitted late	8/9/2023
104	Natchitoches Marshal	Pezant, Steven Brock	9/28/22-6/30/23	\$5,460	Application submitted late	8/9/2023
105	New Iberia	Green, Hajj Benjamin	6/10/22 - 6/30/22	\$350	Application submitted late	11/9/2022
106	New Iberia	Green, Jacob Jareal Stedman	6/22/22-6/30/22	\$150	Application submitted late	2/8/23 Agenda
107	New Iberia	Leblanc, Cody Wayne	5/23/22 - 6/30/22	\$500	Application submitted late	11/9/2022
108	New Iberia	Mason, Marek A	6/7/22 - 6/30/22	\$400	Application submitted late	11/9/2022
109	New Orleans	Brucken, Anthony	6/15/23-6/18/23	\$80	Department LWOP error	8/9/23 Agenda
110	New Orleans	Mickey, Marian	5/8/23-6/30/23	\$1,060	Reinstated from LWOP	8/9/23 Agenda
111	New Orleans	Soto, Jonathan Angel	5/2/22 - 6/30/22	\$983	Application submitted late	11/9/2022

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
112	New Orleans	Thompson, Kevin D	2/12/22 - 6/30/22	\$2,317	Application submitted late	11/9/2022
113	New Orleans	Wright, Roderick Jr	9/6/21-6/30/22	\$4,917	Application submitted late	5/10/2023
114	New Orleans Causeway	Wahlder, Joshua Raddslav Isaak	4/18/23-6/30/23	\$1,460	Application submitted late	8/9/2023
115	New Orleans First City Court Marshal	Toro, Douglas Antonio	6/21/21 - 6/30/22	\$6,167	Application submitted late	11/9/2022
116	New Orleans Harbor	Carr, Clarence Malcolm	4/3/23-6/30/23	\$1,760	Application submitted late	8/9/2023
117	Oakdale	Stanley, Juanita Jenai	4/22/22-6/30/22	\$1,150	Application submitted late	2/8/2023
118	Parks	Fenton, Ryan Keith	3/8/22 - 6/30/22	\$1,883	Application submitted late	11/9/2022
119	Parks	Hebert, Drew Christopher	3/24/22 - 6/30/22	\$1,617	Application submitted late	11/9/2022
120	Patterson	Manuel, McCloures E	6/15/22 - 6/30/22	\$267	Application submitted late	11/9/2022
121	Patterson	Perry, Douglas John	3/30/22 - 6/30/22	\$1,517	Application submitted late	11/9/2022
122	Port Allen	Thompson, Jeremy Shaine	6/24/22 - 6/30/22	\$117	Application submitted late	11/9/2022
123	Port Vincent	Lavergne, Dennis Michael Jr	4/18/23-6/30/23	\$1,460	Application submitted late	8/9/2023
124	Richwood	Henderson, Anquez	5/9/23-6/30/23	\$1,040	Application submitted late	8/9/2023
125	Ruston	Eleam, Akeem Olajuwon	4/26/22 - 6/30/22	\$1,083	Application submitted late	11/9/2022
126	Shreveport	Brooks, Treveion M. D.	6/28/23-6/30/23	\$60	Termination Rescinded	8/9/2023
127	Shreveport	Dowell, Joshua Wade	1/13/22 - 6/30/22	\$2,800	Application submitted late	11/9/2022

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
128	Shreveport	Hancock, Brandon Charles	1/6/22 - 6/30/22	\$2,917	Application submitted late	11/9/2022
129	Shreveport	Isenhour, William Cody	6/28/23-6/30/23	\$60	Reinstated	8/9/2023
130	Shreveport	Jackson, Deandre Mario	6/28/23-6/30/23	\$60	Termination Rescinded	8/9/2023
131	Simmesport	Guillot, Kyle Joseph Jr	4/16/23-6/30/23	\$1,500	Application submitted late	8/9/2023
132	Simpson	Hagan, Ronald Gene	5/1/23-6/30/23	\$1,200	Application submitted late	8/9/2023
133	Springhill	Dilorenzo, Julian Cole	1/12/21-6/30/22	\$5,817	Prior service approved	2/8/22 Agenda
134	St Gabriel	Breaux, James Lee Jr	6/13/22 - 6/30/22	\$300	Application submitted late	11/9/2022
135	St Gabriel	Redditt, Andre D	6/27/22-6/30/22	\$67	Application submitted late	2/8/2023
136	St Martinville	Arceneaux, Jonathan	4/19/22 - 6/30/22	\$1,200	Application submitted late	11/9/2022
137	St Martinville	Melancon, Ty J	4/19/2023-6/30/23	\$1,440	Application submitted late	8/9/2023
138	Sterlington	McDaniel, Ryan P	5/15/23-6/30/23	\$920	Application submitted late	8/9/2023
139	SUNO	Berry, Sherman L	11/8/21-6/30/22	\$3,883	Application submitted late	5/10/2023
140	Thibodaux	Chamberlain, Jeffrey P	5/3/23-6/30/23	\$1,160	Application submitted late	8/9/2023
141	Thibodaux	Rich, Jared A	5/22/23-6/30/23	\$780	Application submitted late	8/9/2023
142	Tunica Biloxi	Washington, Lacorrian	5/23/22-6/30/22	\$633	Application submitted late	2/8/2023
143	UNO	Ross, Stanley	5/31/22-6/30/22	\$517	Application submitted late	2/8/2022

	DEPARTMENT	EMPLOYEE NAME	DATES OWED	AMOUNT	REASON	NOTES/BOARD MEETING DATE
144	Vidalia	Davis, Mark E	5/9/23-6/30/23	\$1,040	Application submitted late	8/9/2023
145	Vidalia	Lloyd, Daniel W	5/18/23-6/30/23	\$860	Application submitted late	8/9/2023
146	Ville Platte	Bellard, Jadon Jaquan	5/6/23-6/30/23	\$1,100	Application submitted late	8/9/2023
147	Ville Platte	Shaw, Michael Martin	6/15/22-6/30/22	\$300	Application submitted late	8/9/2023
148	Vinton	Cradeur, Candice Hains	6/20/23-6/30/23	\$220	Application submitted late	8/9/2023
149	Walker	Ballard, Justin C	5/10/23-6/30/23	\$1,000	Application submitted late	8/9/2023
150	Walker	Cudd, Corey Mackenzie	6/13/23-6/30/23	\$360	Application submitted late	8/9/2023
151	West Monroe	Beck, Dolly Marie	5/9/23-6/30/23	\$1,040	Application submitted late	8/9/2023
152	West Monroe	Pleasant, Jason Edward	4/20/23-6/30/23	\$1,420	Application submitted late	8/9/2023
153	Westwego	Vasquez, Jesus Juan Jr	5/31/23-6/30/23	\$600	Application submitted late	8/9/2023
154	Winnfield	Means, Deontrey Markeith	4/13/22-6/30/22	\$1,300	Application submitted late	5/10/2023
155	Winnfield	Moody, Zillah Ja'Anique	8/9/21-6/30/22	\$5,367	Change of effective date	2/8/2023 Agenda

Agenda Item #5

Review and approval of
a one-year extension on
the contract for
Medicaid fiscal
intermediary
services between the
Louisiana Department
of Health and Gainwell
Technologies, LLC

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

TO: Ms. Kimberly Sullivan
Interim Medicaid Executive Director
Louisiana Department of Health
Bureau of Health Services Financing

FROM: Felicia M. Sonnier, CPPB
Deputy Director

DATE: September 13, 2023

RE: OSP Approval for JLCB
Amendment Twenty-Five (25) to the Agreement for The Operation and
Enhancement of the Louisiana Medicaid Management Information System
(LMMIS) through a Fiscal Intermediary Type Arrangement between the Louisiana
Department of Health (LDH) and Gainwell Technologies LLC

The above referenced amendment has been reviewed by the Office of State Procurement (OSP). The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget (JLCB), contingent upon the recommended revisions being made to the Amendment Twenty-Five (25) draft which is attached. Upon approval of the proposed term extension by JLCB, in accordance with La. R.S. 39:198.I., please return the "Agency Memo to OSP After JLCB Approval" with a copy of the approval.

Amendment Twenty-Five (25) will not be reviewed by the Purchasing Procurement Support Team (PST) or receive final approval by OSP until it has been approved by JLCB.

If you should have any further questions/comments, please do not hesitate to contact me at (225) 342-8029 or at felicia.sonnier@la.gov.

Attachment(s)

Gainwell CY 2024 MEDICAID CONTRACT EXTENSION

► CY 2024 Contract Extension Summary

	Current Contract	Contract Extension
Start Date	January 1, 2005	January 1, 2024
End Date	December 31, 2023	December 31, 2024
Contract Term	Original 10-year term + 9 legislatively-approved one-year extensions	One Year
Contract Amount	\$54,780,535 *	\$50,335,953*

*Excludes postage costs

► Current MMIS Design: One All-Inclusive Contract

Currently, all of Louisiana’s Medicaid Management Information System (MMIS) functions are performed by a single contractor (Gainwell, formerly DXC, formerly Molina). Diverse MMIS functions central to Medicaid program operations include:

Fee-For-Service	Managed Care	Medicaid as a Whole
<ul style="list-style-type: none"> ✓ Provider Enrollment ✓ Claims Processing ✓ Prior Authorization of Medical Services 	<ul style="list-style-type: none"> ✓ Enrollment Broker Data Interfaces ✓ PMPM Payments to MCEs ✓ Provider Registry ✓ Enrollment of Managed Care Providers ✓ Encounter Processing 	<ul style="list-style-type: none"> ✓ Member ID Cards ✓ Program Integrity ✓ Data Warehouse Management ✓ Interoperability and Patient Access

► Future MMIS Design: Many Modules

Going forward, CMS requires states to take a different approach, using sets of packaged, functional business “modules” that have unique functionality for a single purpose; are discrete, scalable, and reusable; and are relatively independent of other application modules. Modularized MMIS means more frequent procurements for smaller systems with shorter implementations that deliver results faster and more efficiently, bringing together best-of-breed tools and giving states flexibility to adjust quickly to changing policies while still maintaining daily operations.

Next Steps

- **Continuous R/SFP bidding** process to accommodate state law and procurement code that requires that modules be rebid five years from date of contract signing.

► Bridging the Gap: Getting from Here to There

Issue

- In 2013, a contract to fully replace the current MMIS was cancelled (CNSI). Subsequently, CMS began requiring states to utilize a modular approach to MMIS contracting.
- Full implementation of the modular MMIS design is expected to take up to fifteen years due to the iterative R/SFP development, contract award, and design/development/implementation processes.

Solution

- Annual contract extensions for the current MMIS contractor as modules of functionality are transitioned to new contracts over multiple years.
- The CY 2024 extension will be the 10th one-year extension to an original 10-year contract term that began in January 2005.

DXC CY 2024 MEDICAID CONTRACT EXTENSION

► Contract Billing Model

Base Payment

Monthly base payments of \$4,219,421 include processing of unlimited claim, encounter transactions, and drug rebate module in January 2024. Monthly base payment of \$4,192,412 include processing unlimited claim and encounter transactions from February 2024 – December 2024.

Timeframe	Monthly Amount	QTY	Total
Jan 2024	\$4,219,421	1	\$4,219,421
Feb 2024 - Dec 2024	\$4,192,412	11	\$46,116,532
CY 2024 Total		12	\$50,335,953

Additional Payments

Postage for special mailings to providers and/or recipients in excess of 500 pieces will be billed at the actual amount of postage costs, calculated using the rates below:

# Pages in Mailing	#10 Envelope	Flat Envelope (9x12 inches)
1	\$0.99549	\$1.86937
2	\$1.00380	\$1.88613
3	\$1.02868	\$2.19129
4	\$1.04527	\$2.20804
5	\$1.06186	\$2.22480

► FAQ

- **Would a competitive bid process to replace the current all-inclusive MMIS provide a better value to the state?**

CMS will not provide federal matching funds for the state to procure a single contract to replace the current MMIS. LDH must modernize taking a modular approach to access federal funding for MMIS functions.

- **How long will we need Gainwell?**

LDH anticipates requesting additional one-year extensions for the next several years as we sequentially procure each MMIS module and concurrently maintain essential MMIS functions while downsizing the scope and cost of the current Gainwell contract.

- **Will it cost more to have a modernized system?**

Possibly in total. However, systems modernization is not a choice. It is mandatory for the effective operation of the Medicaid program into the future, and enhanced federal matching rates of 90/10 for design, development, and implementation and 75/25 for maintenance and operations will minimize the cost of modernization to the state.

- **Why did the annual base payment increase from last year?**

The base payment did not increase. It decreased by \$158,969.

Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024

	Current Contract Language from Amendment 24		New Contract Language from Amendment 25	LDH Comments	Pages
1A	The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Four (24) to the Agreement. To the extent that there is a conflict between Amendment 24 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 24 shall control.	1A	The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Five (25) to the Agreement. To the extent that there is a conflict between Amendment 25 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 25 shall control.	Amendment 25, updates the priority of the documents to include Amendment 25	52 of 171
2A	"Amendment Number 24 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 24 extends the term of the Contract for an addition twelve (12) months encompassing the period of January 1, 2023 through December 31, 2023 (referred to hereinafter as "Extension Year 2023")."	2A	"Amendment Number 25 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 25 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2024 through December 31, 2024 (referred to hereinafter as "Extension Year 2024")."	Amendment 25 identifies the effective date of contract: January 1, 2024 through December 31, 2024	55 of 171
2B	"By Amendment Number 24 to the Contract, the contract life is extended from January 1, 2023 through December 31, 2023 or until the contract is terminated, in accordance with the terms set forth in the Agreement."	2B	"By Amendment Number 25 to the Contract, the contract life is extended from January 1, 2024 through December 31, 2024 or until the contract is terminated, in accordance with the terms set forth in the Agreement."	Amendment 25 extends the contract from January 1, 2024 through December 31, 2024	58 of 171
NEW		3A	The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana.	Amendment 25 identifies the agent designated by the Department for receipt of notices regarding the day-to-day operations between both parties.	2, 79, 80 of 171
NEW		3B	The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809.	Amendment 25 identifies the agent designated by the Contractor for receipt of notices regarding the day-to-day operations between both parties.	2, 79, 80 of 171
3	With the execution of Amendment 24, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2023:	4	With the execution of Amendment 24, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2024:	Amendment 25 updates the pricing schedule. This is an overall 8% decrease in the total amount from last year's pricing.	2, 80 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024**

LDH Billing Schedule	Base Ops	JSURS		Prov Mgmt. M&O	PAI Project	FDB	
		Decommission	Prov Enroll on			Medicaid / Drug Rebate Module	Total
Jan-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$25,975	\$4,588,855
Feb-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Mar-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Apr-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
May-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Jun-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Jul-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Aug-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Sep-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Oct-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Nov-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Dec-23	\$4,190,560	\$ (50,250)	\$43,710	\$339,470	\$39,390	\$ -	\$4,562,880
Total	\$50,286,720	\$ (603,000)	\$ 524,520	\$4,073,640	\$ 472,680	\$25,975	\$54,780,535

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounter and adjustments) that are paid and adjusted. The above fixed price is for the unlimited transactions.

LDH Billing Schedule	Base Ops	PAI Project	FDB Medicaid / Drug Rebate Module	
			Drug Rebate	Total
Jan-24	\$4,153,022	\$39,390	\$27,009	\$4,219,421
Feb-24	\$4,153,022	\$39,390	-	\$4,192,412
Mar-24	\$4,153,022	\$39,390	-	\$4,192,412
Apr-24	\$4,153,022	\$39,390	-	\$4,192,412
May-24	\$4,153,022	\$39,390	-	\$4,192,412
Jun-24	\$4,153,022	\$39,390	-	\$4,192,412
Jul-24	\$4,153,022	\$39,390	-	\$4,192,412
Aug-24	\$4,153,022	\$39,390	-	\$4,192,412
Sep-24	\$4,153,022	\$39,390	-	\$4,192,412
Oct-24	\$4,153,022	\$39,390	-	\$4,192,412
Nov-24	\$4,153,022	\$39,390	-	\$4,192,412
Dec-24	\$4,153,022	\$39,390	-	\$4,192,412
Total	\$49,836,264	\$472,680	\$27,009	\$50,335,953

Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension Amendment 25 – January 1, 2024 through December 31, 2024

<p style="text-align: center;">Additionally, the Contractor will bill the following services individually as indicated:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Project Name</th> <th style="width: 33%;">Month of Service Billing Amount</th> <th style="width: 33%;">Monthly Charge</th> </tr> </thead> <tbody> <tr> <td>Excess Postage (existing mailings, i.e., postage for special mailings to providers and/or recipients more than 500 pieces)</td> <td>January thru December</td> <td>Actual amount of excess postage costs</td> </tr> </tbody> </table> <p>Large mailings, those more than 500 pieces, will be priced according to the following schedule:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">No. of Pages in Mailing*</th> <th style="width: 33%;">#10 Envelope</th> <th style="width: 33%;">Flat Envelope <small>(9 x 13 inches)</small></th> </tr> </thead> <tbody> <tr> <td>One (1)-page mailing</td> <td>\$0.98549</td> <td>\$1.85937</td> </tr> <tr> <td>Two (2)-page mailing</td> <td>\$0.99380</td> <td>\$1.87613</td> </tr> <tr> <td>Three (3)-page mailing</td> <td>\$1.01868</td> <td>\$2.18129</td> </tr> <tr> <td>Four (4)-page mailing</td> <td>\$1.03527</td> <td>\$2.19804</td> </tr> <tr> <td>Five (5)-page mailing</td> <td>\$1.05186</td> <td>\$2.21480</td> </tr> </tbody> </table> <p style="text-align: center;"><i>* Applies to mailings greater than 500 pieces</i></p> <p><u>Pricing includes:</u></p> <ol style="list-style-type: none"> 1. <u>Supplies – paper, toner, envelope, mail machine ink</u> 2. <u>USPS postage costs</u> 3. <u>Labor costs for printer & folding setup, printing, inserting, postage metering and mailing</u> <p><u>This above pricing assumes:</u></p> <ol style="list-style-type: none"> 1. <u>All mailings will be printed internally, folded, and stuffed in an automated fashion. 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Excess Postage (existing mailings, i.e., postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs																																																	
No. of Pages in Mailing*	#10 Envelope	Flat Envelope <small>(9 x 13 inches)</small>																																																	
One (1)-page mailing	\$0.99549	\$1.86937																																																	
Two (2)-page mailing	\$1.00380	\$1.88613																																																	
Three (3)-page mailing	\$1.02868	\$2.19129																																																	
Four (4)-page mailing	\$1.03527	\$2.20804																																																	
Five (5)-page mailing	\$1.06186	\$2.22480																																																	
<p>4</p>	<p>With the execution of this Amendment Number 24, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.</p>	<p>5</p>	<p>With the execution of this Amendment Number 25, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.</p>	<p>Amendment 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.</p>	<p style="text-align: center;">3, 81 of 171</p>																																														
<p>5</p>	<p>With the execution of this Amendment Number 24, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor contractors or</p>	<p>6</p>	<p>With the execution of this Amendment Number 25, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor</p>	<p>Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.</p>	<p style="text-align: center;">4, 82 of 171</p>																																														

Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024

	other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.		contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.		
6	With the execution of Amendment Number 24, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.O/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate March 2023 and will be replaced by Claims Xten	7	With the execution of Amendment Number 25, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.O/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck was terminated March 2023 and replaced by ClaimsXten.	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171
7	The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 24 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 24 shall replace and completely supersede the Exhibit A that was attached to Amendment 23 to the Agreement.	8	The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 25 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 25 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Four (24) to the Agreement.	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171
8	The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.	9	The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	4, 82 of 171
9	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment Twenty (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.			Amendment 25 omits language addressing revalidating FFS and enrolling Managed Care providers.	
10	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.	10	With the execution of Amendment Number 25, the Contractor and the Department agree to terminate the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services.	Amendment 25 terminates the terms and conditions with respect to provider enrollment maintenance and operations services.	4, 82 of 171
11	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services. The Department will not be responsible for payment for such services until the PAI Operations and Maintenance phase begins, which commences upon approval of the “3rd Party Vetting Process” document by both parties.	11	With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services.	Amendment 25 extends the terms and conditions of Amendment 22 with respect to PAI.	4, 82 of 171
12	With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).	12	With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).	Amendment 25 changed the number of the amendment from 24 to 25; all other all language remains the same.	5, 83 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024**

13	<p>With the execution of Amendment 24, the Contractor and the Department agree to implementation of electronic submission for all prior authorization requests and supporting information via e-PA. Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.</p>	13	<p>With the execution of Amendment Number 25, the Contractor and the Department agree to a continued requirement of electronic submission for all prior authorization requests and supporting information be submitted via e-PA.</p>	<p>Amendment 25 extends the terms and conditions with respect to electronic submission; changed Amendment 24 to 25.</p>	5, 83 of 171
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Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024

14	With the execution of Amendment Number 24, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.	14	With the execution of Amendment Number 25, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial.	Amendment 25 extends the terms and conditions with respect to PAI; changed Amendment 24 to 25.	5, 83 of 171
15	With the execution of Amendment Number 24, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.	15	With the execution of Amendment Number 25, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice.	Amendment 25 extends the terms and conditions with respect to NPIs of the rendering billing providers on paper claims; changed Amendment 24 to 25.	5, 83 of 171
16	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall develop fillable PDF enrollment packets that can be printed and submitted via hardcopy, if the provider desires. The fillable PDF enrollment packet will be available on LaMedicaid.com. Provider communication will be developed and posted to LaMedicaid.com by January 1, 2023.			Amendment 25 omits language addressing fillable documents.	
17	With the execution of Amendment Number 24, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.	16	With the execution of Amendment Number 25, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.	Amendment 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	5, 83 of 171
18	With the execution of Amendment Number 24, the Contractor and the Department agree to decommission JSURS effective December 31, 2022.			Amendment 25 omits language addressing JSURS decommissioning.	
19	With the execution of Amendment Number 24, the Contractor and the Department agree that 2.6.3.1(5) of the SFP is amended and restated as follows: "Provide twice weekly (at least two (2) pickups per week) courier services to and from all Department central office sites and other delivery sites in East Baton Rouge Parish as designated by the Department."			Amendment 25 omits language addressing courier services.	
20	With the execution of Amendment Number 24, the Contractor and the Department agree to allow Contractor to notify and migrate electronic claims submitters from the Bulletin Board System (BBS) to the Secure File Transfer Protocol (SFTP). Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022			Amendment 25 omits language addressing mailings of hardcopy provider training manuals.	
21	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.	17	With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.	Amendment 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	5, 83 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024**

22	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall provide a preliminary schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2023, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.	18	With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall provide an updated schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2024, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.	Amendment 25 extends the terms and conditions with respect to GW providing cost for base operations including technical areas no later than March 31, 2024; all other all language remains the same.	5, 83 of 171
23	With the execution of Amendment Number 24, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for additional twelve (12) month periods beyond December 31, 2023, based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations, Provider Management Maintenance and Operations, and PAI Maintenance and Operations will not increase through the next two (2) twelve (12) month extensions.	19	With the execution of Amendment Number 25, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for an additional twelve (12) month period beyond December 31, 2024 (i.e., January 1, 2025 through December 31, 2025), based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations and PAI Maintenance and Operations will not increase through that one (1) twelve (12) month extension. Notwithstanding the foregoing, in April 2024 the parties will review the Consumer Price Index for All Urban Consumers (“CPI-U”) “Unadjusted 12 Months Rate” for “All Items” for the 12 month period ending March 31, 2024 as prepared by the U.S. Bureau of Labor Statistics (the “Inflation Rate”) to evaluate pricing for the extension period of January 1, 2025 through December 31, 2025. In the event that the Inflation Rate is greater than 3% (three percent) or less than 0% (zero percent), the parties agree to negotiate in good faith to determine an appropriate pricing adjustment (if any) for the extension period of January 1, 2025 through December 31, 2025. The parties recognize that the review of the Inflation Rate may result in an increase in pricing, a decrease pricing, or no change to pricing.	Amendment 25 extends on terms and conditions with respect to scope/service delivery cost for the next year; Amendment 25 added/updated language.	16, 83 of 171
24	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, Provider Management Maintenance and Operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department. The Contractor shall: a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include: i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover. ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available. iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available. iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.	20	With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department. The Contractor shall: a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include: i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover. ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available. iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available. iv. Any additional information that the Department, determines is necessary to effect a smooth turnover. b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.	Amendment 25 extends terms and conditions with respect to address turnover requirements.	16, 84 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024**

b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.

c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:

- i. Claims processing data entry.
- ii. Computer operations, including cycle monitoring procedures.
- iii. Controls and balancing procedures.
- iv. Exception claims processing.
- v. Other manual procedures.
- vi. Quality Control and Quality assurance procedures.
- vii. Documentation of the design change request and system development life cycle methodology.
- viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.
- ix. Use of reporting tools across the MMIS System's multiple platforms.

d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.

e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.

f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.

g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.

h. Maintain staffing levels required during and until the entire turnover process is complete.

i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.

j. Not restrict staff from becoming employees of the successor contractor.

k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.

l. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a

c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:

- i. Claims processing data entry.
- ii. Computer operations, including cycle monitoring procedures.
- iii. Controls and balancing procedures.
- iv. Exception claims processing.
- v. Other manual procedures.
- vi. Quality Control and Quality assurance procedures.
- vii. Documentation of the design change request and system development life cycle methodology.
- viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.
- ix. Use of reporting tools across the MMIS System's multiple platforms.

d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.

e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.

f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.

g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.

h. Maintain staffing levels required during and until the entire turnover process is complete.

i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.

j. Not restrict staff from becoming employees of the successor contractor. The possible transition of Gainwell employees to successor contractor will be coordinated with Gainwell management to ensure the transition does not negatively impact Gainwell's ability to deliver under the Contract.

k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.

l. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested

Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
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	reasonable period of time and under a separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.		training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time under a separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.		
25	With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld. All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.	21	With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.	Amendment 25 only changed the number of the amendment from 24 to 25; all other all language remains the same.	8, 86 of 171
	Exhibit A For purposes of this Amendment 24 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.				
NEW		22	Provider Updates and Pharmacy Preferred Drug Lists will be distributed through www.LAMedicaid.com.	Amendment 25 adds language to address provider updates and pharmacy preferred drug list.	8, 86 of 171
NEW		23	Gainwell will ensure MMIS EDI transactions are HIPAA compliant and follow the published standards located at https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm . If a transaction is found to be out of published standards, LDH will submit an ECHO for research and correction.	Amendment 25 adds language to address Gainwell ensuring MMIS EDI transactions are HIPAA compliant.	8, 86 of 171
NEW		24	Requests from the Governor of the State of Louisiana, Louisiana Legislative Auditor (LLA) and/or the Louisiana Attorney General (AG) will be responded to within one business day, unless the request requires offsite record retrieval. General LDH requests will be responded to within three business days unless the request requires offsite record retrieval. For failure to meet the above guidelines, Contractor will be assessed liquidated damages of one hundred dollars (\$100) per occurrence.	Amendment 25 adds language to address liquidated damages with respect to Gainwell response to Governor, LLA, and AG request.	8, 86 of 171
NEW		25	For any LDH requests requiring offsite record retrieval, Contractor agrees to respond with data and documentation within seven business days of request.	Amendment 25 adds language to address offsite record retrieval.	8, 86 of 171
NEW		26	Gainwell will be assessed the following liquidated damages if a Managed Care Entity (MCE) data file is transmitted or downloaded by the incorrect MCE. Liquidated damages for this type of error will be assessed at one hundred dollars (\$100) per occurrence. This penalty applies to	Amendment 25 adds language to address liquidated damages with 113	8, 86 of 171

**Gainwell Technologies (Fiscal Intermediary) CY2024 Contract Extension
Amendment 25 – January 1, 2024 through December 31, 2024**

			an identified occurrence (security event) and is not influenced by the number of impacted members.	respect to MCE data file transmissions/downloads.	
NEW		27	For non-EDI transactions, Gainwell will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) for each occurrence of a HIPAA violation resulting from Gainwell's actions. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members. All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.	Amendment 25 adds language to address liquidated damages with respect to non-EDI transactions HIPAA violations.	8, 86 of 171
			Exhibit A For purposes of this Amendment 25 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained in other portions of the SFP that are related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.	Amendment 25 updates Exhibit A "Eliminated Requirements"	110 of 171

Current Gainwell Technologies LLC Contract

AGREEMENT

For

The Operation and Enhancement
of the Louisiana Medicaid Management Information System (LMMIS)
through a Fiscal Intermediary Type Arrangement

Between

The Louisiana Department of Health (LDH)

And

~~Unisys Corporation~~

~~The Contractor (Amendment 5)~~

~~DXC Technology Services LLC dba DXC MS LLC~~

~~(Amendment 19)~~

Gainwell Technologies LLC (Amendment 23) (Amendment 24) (Amendment 25)

~~Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020~~

~~Amendment 22 (2021) Amendment 23 (2022)~~

~~Amendment 24 (2023) Amendment 25 (2024)~~

Agreement

This Agreement (the “Amendment”) made as of April 30, 2004 **April 12, 2004 (Amendment 3) April 30, 2004 (Amendment 4)** by and between ~~Unisys Corporation~~, **DXC Technology Services LLC dba DXC MS LLC (Amendment 19) Gainwell Technologies LLC (Amendment 22) Gainwell Technologies LLC (Amendment 23) Gainwell Technologies LLC (Amendment 24) Gainwell Technologies LLC (Amendment 25)** (the “Contract”) a corporation, and the Louisiana Department of Health and Hospitals (the “Department”).

Added with Amendment 25:

- 3. Article XXI – Designated Agent, is deleted in its entirety and replaced as follows:
 - A. The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana.
 - B. The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809.
- 4. With the execution of Amendment 25, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2024:

LDH Billing Schedule	Base Ops	PAI Project	FDB Medicaid / Drug Rebate Module	Total
Jan-24	\$4,153,022	\$39,390	\$27,009	\$4,219,421
Feb-24	\$4,153,022	\$39,390	-	\$4,192,412
Mar-24	\$4,153,022	\$39,390	-	\$4,192,412
Apr-24	\$4,153,022	\$39,390	-	\$4,192,412
May-24	\$4,153,022	\$39,390	-	\$4,192,412
Jun-24	\$4,153,022	\$39,390	-	\$4,192,412
Jul-24	\$4,153,022	\$39,390	-	\$4,192,412
Aug-24	\$4,153,022	\$39,390	-	\$4,192,412
Sep-24	\$4,153,022	\$39,390	-	\$4,192,412
Oct-24	\$4,153,022	\$39,390	-	\$4,192,412

Nov-24	\$4,153,022		\$39,390	-	\$4,192,412
Dec-24	\$4,153,022		\$39,390	-	\$4,192,412
Total	\$49,836,264		\$472,680	\$27,009	\$50,335,953

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e., postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs

Large mailings, those more than 500 pieces, will be priced according to the following schedule:

<u>No. of Pages in Mailing*</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <small>(9 x 13 inches)</small>
One (1)-page mailing	\$0.99549	\$1.86937
Two (2)-page mailing	\$1.00380	\$1.88613
Three (3)-page mailing	\$1.02868	\$2.19129
Four (4)-page mailing	\$1.03527	\$2.20804
Five (5)-page mailing	\$1.06186	\$2.22480

** Applies to mailings greater than 500 pieces*

Pricing includes:

1. Supplies – paper, toner, envelope, and mail machine ink
2. USPS postage costs
3. Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing

The above pricing assumes:

1. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,
2. Any mail outs exceeding 5 pages will be printed separately.

5. With the execution of this Amendment Number 25, Contractor and the Department agree

that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.

6. With the execution of this Amendment Number 25, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.
7. With the execution of Amendment Number 25, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck was terminated March 2023 and replaced by ClaimsXten.
8. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 25 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 25 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Four (24) to the Agreement.
9. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.
10. With the execution of Amendment Number 25, the Contractor and the Department agree to terminate the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services.
11. With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services.

12. With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS' National Correct Coding Initiative (NCCI).
13. With the execution of Amendment Number 25, the Contractor and the Department agree to a continued requirement of electronic submission for all prior authorization requests and supporting information be submitted via e-PA.
14. With the execution of Amendment Number 25, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial.
15. With the execution of Amendment Number 25, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice.
16. With the execution of Amendment Number 25, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.
17. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.
18. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall provide an updated schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2024, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.

19. With the execution of Amendment Number 25, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for an additional twelve (12) month period beyond December 31, 2024 (i.e., January 1, 2025 through December 31, 2025), based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations and PAI Maintenance and Operations will not increase through that one (1) twelve (12) month extension. Notwithstanding the foregoing, in April 2024 the parties will review the Consumer Price Index for All Urban Consumers (“CPI-U”) “Unadjusted 12 Months Rate” for “All Items” for the 12 month period ending March 31, 2024 as prepared by the U.S. Bureau of Labor Statistics (the “Inflation Rate”) to evaluate pricing for the extension period of January 1, 2025 through December 31, 2025. In the event that the Inflation Rate is greater than 3% (three percent) or less than 0% (zero percent), the parties agree to negotiate in good faith to determine an appropriate pricing adjustment (if any) for the extension period of January 1, 2025 through December 31, 2025. The parties recognize that the review of the Inflation Rate may result in an increase in pricing, a decrease pricing, or no change to pricing.
20. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department.

The Contractor shall:

- a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include:
 - i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover.
 - ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available.
 - iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available.
 - iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.
- b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.
- c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:

- i. Claims processing data entry.
- ii. Computer operations, including cycle monitoring procedures.
- iii. Controls and balancing procedures.
- iv. Exception claims processing.
- v. Other manual procedures.
- vi. Quality Control and Quality assurance procedures.
- vii. Documentation of the design change request and system development life cycle methodology.
- viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.
- ix. Use of reporting tools across the MMIS System's multiple platforms.
- d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.
- e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.
- f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.
- g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.
- h. Maintain staffing levels required during and until the entire turnover process is complete.
- i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.
- j. Not restrict staff from becoming employees of the successor contractor. The possible transition of Gainwell employees to successor contractor will be coordinated with Gainwell management to ensure the transition does not negatively impact Gainwell's ability to deliver under the Contract.
- k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.
- l. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time under a separate

agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.

21. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.
22. Provider Updates and Pharmacy Preferred Drug Lists will be distributed through www.LAMedicaid.com.
23. Gainwell will ensure MMIS EDI transactions are HIPAA compliant and follow the published standards located at https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm. If a transaction is found to be out of published standards, LDH will submit an ECHO for research and correction.
24. Requests from the Governor of the State of Louisiana, Louisiana Legislative Auditor (LLA) and/or the Louisiana Attorney General (AG) will be responded to within one business day, unless the request requires offsite record retrieval. General LDH requests will be responded to within three business days unless the request requires offsite record retrieval. For failure to meet the above guidelines, Contractor will be assessed liquidated damages of one hundred dollars (\$100) per occurrence.
25. For any LDH requests requiring offsite record retrieval, Gainwell agrees to respond with data and documentation within seven business days of request.
26. Gainwell will be assessed the following liquidated damages if a Managed care Entity (MCE) data file is transmitted or downloaded by the incorrect MCE. Liquidated damages for this type of error will be assessed at one hundred dollars (\$100) per occurrence. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.
27. For non-EDI transactions, Gainwell will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) for each occurrence of a HIPAA violation resulting from Gainwell's actions. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

Added with Amendment 24:

3. With the execution of Amendment 24, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2023:

LDH Billing Schedule	Base Ops	JSURS Decommission	Prov Mgmt. M&O	PAI Project	FDB Medicaid / Drug Rebate Module	Total
Jan-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ 25,975	\$4,588,855
Feb-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Mar-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Apr-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
May-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Jun-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Jul-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Aug-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Sep-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Oct-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Nov-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Dec-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ -	\$4,562,880
Total	\$50,811,240	\$(603,000)	\$4,073,640	\$472,680	\$25,975	\$54,780,535

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e, postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs

Large mailings, those more than 500 pieces, will be priced according to the following schedule:

No. of Pages in Mailing*	#10 Envelope	Flat Envelope <small>(9 x 13 inches)</small>
One (1)-page mailing	<u>\$0.98549</u>	<u>\$1.85937</u>
Two (2)-page mailing	<u>\$0.99380</u>	<u>\$1.87613</u>

Three (3)-page mailing	<u>\$1.01868</u>	<u>\$2.18129</u>
Four (4)-page mailing	<u>\$1.03527</u>	<u>\$2.19804</u>
Five (5)-page mailing	<u>\$1.05186</u>	<u>\$2.21480</u>

** Applies to mailings greater than 500 pieces*

Pricing includes:

4. **Supplies – paper, toner, envelope, and mail machine ink**
5. **USPS postage costs**
6. **Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing**

The above pricing assumes:

3. **All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,**
4. **Any mail outs exceeding 5 pages will be printed separately.**
4. **With the execution of this Amendment Number 24, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.**
5. **With the execution of this Amendment Number 24, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.**
6. **With the execution of Amendment Number 24, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate March 2023 and will be replaced by Claims Xten.**

- 7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 24 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 24 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Three (23) to the Agreement.**
- 8. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.**
- 9. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment Twenty (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.**
- 10. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.**
- 11. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services. The Department will not be responsible for payment for such services until the PAI Operations and Maintenance phase begins, which commences upon approval of the “3rd Party Vetting Process” document by both parties.**
- 12. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).**
- 13. With the execution of Amendment Number 24, the Contractor and the Department agree to implementation of electronic submission for all prior authorization requests and supporting information via e-PA. Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.**
- 14. With the execution of Amendment Number 24, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim**

does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.

15. With the execution of Amendment Number 24, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.
16. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall develop fillable PDF enrollment packets that can be printed and submitted via hardcopy, if the provider desires. The fillable PDF enrollment packet will be available on LaMedicaid.com. Provider communication will be developed and posted to LaMedicaid.com by January 1, 2023.
17. With the execution of Amendment Number 24, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.
18. With the execution of Amendment Number 24, the Contractor and the Department agree to decommission JSURS effective December 31, 2022.
19. With the execution of Amendment Number 24, the Contractor and the Department agree that 2.6.3.1(5) of the SFP is amended and restated as follows:

“Provide twice weekly (at least two (2) pickups per week) courier services to and from all Department central office sites and other delivery sites in East Baton Rouge Parish as designated by the Department.”
20. With the execution of Amendment Number 24, the Contractor and the Department agree to allow Contractor to notify and migrate electronic claims submitters from the Bulletin Board System (BBS) to the Secure File Transfer Protocol (SFTP). Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.
21. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.

22. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall provide a preliminary schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2023, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.
23. With the execution of Amendment Number 24, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for additional twelve (12) month periods beyond December 31, 2023, based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations, Provider Management Maintenance and Operations, and PAI Maintenance and Operations will not increase through the next two (2) twelve (12) month extensions.
24. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, Provider Management Maintenance and Operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department.

The Contractor shall:

- a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include:
 - i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover.
 - ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available.
 - iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available.
 - iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.

- b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.
- c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:
 - i. Claims processing data entry.
 - ii. Computer operations, including cycle monitoring procedures.
 - iii. Controls and balancing procedures.
 - iv. Exception claims processing.
 - v. Other manual procedures.
 - vi. Quality Control and Quality assurance procedures.
 - vii. Documentation of the design change request and system development life cycle methodology.
 - viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.
 - ix. Use of reporting tools across the MMIS System's multiple platforms.
- d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.
- e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.
- f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.
- g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.
- h. Maintain staffing levels required during and until the entire turnover process is complete.
- i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.
- j. Not restrict staff from becoming employees of the successor contractor.
- k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used

pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.

1. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time under a separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.

25. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

Added with Amendment 23:

3. With the execution of Amendment 23, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2022:

LDH Billing Schedule	Base Ops (incl. Legacy Prov. Enroll)	Prov Mgmt M&O	PAI Project	FDB Medicaid / Drug Rebate Module	Total
January 2022	\$4,107,582	\$326,215	\$37,852	\$25,000	\$4,496,649
February 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
March 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
April 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
May 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
June 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
July 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
August 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648

September 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
October 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
November 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
December 2022	\$4,107,582	\$326,215	\$37,851	\$ -	\$4,471,648
Total	\$49,290,984	\$3,914,580	\$454,213	\$25,000	\$53,684,777

* Per Amendment 21, the Contractor will not bill LDH until the provider enrollment Maintenance and Operations phase begins.

** Per Amendment 22, the Contractor will not bill LDH until the PAI Maintenance and Operations phase begins.

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments) that are paid or adjusted. The above fixed price is for unlimited transactions.

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e, postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs
	No. of Pages in Mailing*	#10 Envelope
		Flat Envelope <i>(9 x 13 inches)</i>
	<i>One (1)-page mailing</i>	<i>\$0.86813</i>
	<i>Two (2)-page mailing</i>	<i>\$0.87627</i>
	<i>Three (3)-page mailing</i>	<i>\$0.90067</i>
	<i>Four (4)-page mailing</i>	<i>\$0.91693</i>
	<i>Five (5)-page mailing</i>	<i>\$0.93320</i>

* Applies to mailings greater than 500 pieces

All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing.

4. With the execution of this Amendment 23, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.

5. With the execution of this Amendment Number 23, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price

and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.

6. With the execution of Amendment Number 23, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate June, 2022 and will be replaced by Claims Xten.
7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 23 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 23 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty –One (21) to the Agreement.
8. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise are planned, development, implemented and maintained by engaging in discussion and providing historical context.
9. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment (20) with respect to revalidating Fee-For-Service (FFS) and enrolling Managed Care providers.
10. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.

- 11. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services.**
- 12. With the execution of Amendment Number 23, the Contractor agrees to comply with all applicable requirements for CMS' National Correct Coding Initiative (NCCI), which promotes national correct coding methodologies and reduces improper coding which may result in inappropriate payments of Medicare Part B claims and Medicaid claims. In accordance with the Patient Protection and Affordable Care Act, compatible NCCI methodologies must be incorporated in the Department's systems for processing Medicaid claims. The Contractor, as the Department's Fiscal Intermediary, shall implement and use compatible NCCI methodologies in paying applicable Medicaid claims.**
- 13. With the execution of Amendment Number 23, the Contractor shall:**
 - a. Comply with all Federal and State laws, rules, regulations, policies, procedures, and manuals related to Medicaid NCCI files and/or the secure RISSNET portal.**
 - b. Limit disclosure of the Medicaid NCCI files posted on the secure RISSNET portal to only those responsible for the implementation of the quarterly state Medicaid NCCI edit files.**
 - c. After the start of the new calendar quarter, disclose only non-confidential information contained in the Medicaid NCCI edit files that is also available to the general public found on the Medicaid NCCI webpage.**
 - d. Agree to use any nonpublic information from the quarterly state Medicaid NCCI edit files only for any business purposes directly related to the implementation of the Medicaid NCCI methodologies in the State.**
 - e. Not publish or otherwise share any new, revised, or deleted Medicaid NCCI edits with individuals, medical societies, or any other entities except a Contracted Party prior to the posting of the Medicaid NCCI edits on the Medicaid NCCI webpage. Contracted Parties is defined as the Contractor, the Department's contracted Medicaid managed care entities, and any contractor or subcontractor (including COTS software vendors) that assists with implementation of claims processing or encounter data, and who must use the Medicaid NCCI files posted on the secure RISSNET portal for processing purposes.**
 - f. Not implement new, revised, or deleted Medicaid NCCI edits prior to the first day of the calendar quarter.**
 - g. Not release additional information for selected individual edits or limited ranges of edits from the files posted on the secure RISSNET portal without prior written approval from the Department.**
 - h. Be subject to the imposition of penalties of no more than \$2,500 per violation, and up to and including loss of contract or subcontract, for violation of any provision relating to use of the secure RISSNET portal edit files or disclosure of related**

information. Notwithstanding the foregoing: (i) the maximum annual penalty amount in the case of violations caused by gross negligence or willful neglect shall be \$500,000, and (ii) the maximum annual penalty amount in the case of all other violations shall be \$250,000. For the purposes of this Section 13(h), a “violation” shall be defined as a single event or action and shall not be calculated on a per record disclosed or other occurrence basis.

- i. Ensure that its contractor or subcontractor (including COTS software vendors) that must use the Medicaid NCCI files posted on the secure RISSNET portal to assist with processing claims or encounter data complies with the requirements set forth herein in items a through h above.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

Added with Amendment 22:

2. With the execution of Amendment 22, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2021.

Month of Service	Base Operational Services & Existing Provider Enrollment Services	Enhanced Provider Management Operations	Patient Access and Interoperability (PAI) Amount	Total
January, 2021	\$4,027,041	\$569,396	-	\$4,596,437
February, 2021	\$4,027,041	\$569,396	-	\$4,596,437
March, 2021	\$4,027,041	\$569,396	-	\$4,596,437
April, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
May, 2021	\$4,027,041	\$569,396	\$166,666.66	\$4,763,103.66
June, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
July, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
August, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
September, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
October, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
November, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
December, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
Total	\$48,324,492	\$5,373,666	\$727,108.58	\$54,425,266.58

* Per Amendment 21, the Contractor will not bill LDH until the provider enrollment Maintenance and Operations phase begins.

** Per this agreement, the Contractor will not bill LDH until the PAI Maintenance and Operations phase begins.

3. With the execution of Amendment 22, the Department is engaging the Contractor to obtain compliance with the 21st Century CURES Act and the Interoperability and Patient Access Final Rule by making patient claims/encounter, provider directory, and formulary data available to beneficiaries, as set forth in Exhibit A, which is attached hereto and made a part hereof.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

Added with Amendment 21:

3. With the execution of this Amendment Number 21, Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2021:

2021	Base Operational Services	Existing Provider Enrollment Services	Enhanced Provider Management Operations (**)	Total
January, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
February, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
March, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
April, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
May, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
June, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
July, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
August, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
September, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
October, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
November, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
December, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
Total	\$47,820,492	\$504,000	**\$5,373,666	\$ 53,698,158

** Per this agreement, the Contractor will not bill LDH until the Maintenance and Operations phase begins.

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, <i>i.e.</i> , postage for special mailings to providers and/or recipients less than 500 pieces)	January thru December	Actual amount of excess postage costs

<u>Provider/Recipient Mailings *</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> (9 x 13 inches)
<u>One (1)-page mailing</u>	<u>\$0.86813</u>	<u>\$1.70813</u>
<u>Two (2)-page mailing</u>	<u>\$0.87627</u>	<u>\$1.72440</u>
<u>Three (3)-page mailing</u>	<u>\$0.90067</u>	<u>\$2.02067</u>
<u>Four (4)-page mailing</u>	<u>\$0.91693</u>	<u>\$2.03693</u>
<u>Five (5)-page mailing</u>	<u>\$0.93320</u>	<u>\$2.05320</u>

* Applies to mailouts greater than 500 pieces

All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing.

4. With the execution of this Amendment Number 21, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet service levels for the services affected, but service credits will not be available for such service.

5. With the execution of this Amendment Number 21, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.

6. With the execution of Amendment Number 21, the Contractor and the Department

agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate June, 2022.

Added with Amendment 20:

2. With the execution of Amendment 20, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2020. This Amendment is limited to the first three (3) months of the Provider Management Services, as outlined in Exhibit A.

Month of Service	Amount (Unlimited Transactions)
January, 2020	\$3,985,041.00
February, 2020	\$3,985,041.00
March, 2020	\$3,985,041.00
April, 2020	\$3,985,041.00
May, 2020	\$3,985,041.00
June, 2020	\$3,985,041.00
July, 2020	\$3,985,041.00
August, 2020	\$3,985,041.00
September, 2020	\$3,985,041.00
October, 2020*	\$4,554,437.00
November, 2020*	\$4,554,437.00
December, 2020*	\$4,554,437.00
Total	\$49,528,680.00

* Pricing modified to add Provider Management Enhancement Phase 1 costing as identified in Exhibit A. Provider Management pricing is \$569,396 per month.

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

3. With the execution of Amendment 20, the Department is engaging the Contractor to obtain compliance with the Affordable Care Act and 21st Century CURES Act,

which require all Medicaid health care providers to be enrolled with the State Medicaid Agency, be subject to a risk-based screening, and be revalidated every five (5) years. This applies to both Fee-for-Service (FFS) and Managed Care Entity (MCE), which includes the Healthy Louisiana Plans and Dental Benefit Program Managers, providers.

4. With the execution of Amendment 20, in addition to the existing Provider Enrollment Services performed with respect to FFS, the Contractor will also provide the services with respect to FFS revalidation and MCE enrollment as set forth herein and in Exhibit A, which is attached hereto and made a part hereof. To the extent that there is a conflict between Amendment 20 and Exhibit A, Amendment 20 shall control.

5. Contractor's Responsibilities:

a. The Contractor shall build a web-based portal to accommodate both revalidating FFS and enrolling MCE providers in Medicaid, which will be subject to User Acceptance Testing by the Department. The Contractor shall integrate an electronic signature option, extensive reporting features, technical help desk and communication to the providers, MCEs, and others as necessary.

b. The web-based portal shall be pre-populated with provider data received from the Council for Affordable Quality Healthcare (CAQH), the seven (7) MCEs, and the FFS provider enrollment system upon UAT testing approval.

c. The Contractor shall perform CMS risk-based screening utilizing their Screening as a Service tool on all providers upon submission of a new application or revalidation and assign a risk level on all providers.

d. The Contractor shall perform CMS required site visits as part of the risk-based screening and may utilize tele-site visits if approved by CMS and the Department. Site visits will be completed within two (2) weeks once a risk level determination is assigned. All providers are assigned a risk level. The Contractor must be able to perform physical site visits if necessary.

e. The Contractor shall provide agreed upon reports on number of complete enrollments, enrollments in process not yet completed, number of providers pre-populated that have not started the process, and new Medicaid enrollment applications received after pre-population of existing providers. These reports shall be ready upon initial enrollment and provided to the Department weekly or upon request.

f. The Contractor shall send an e-mail or physical mail invitation to all providers

pre-populated in the web-based portal once the web-based portal is active. The Contractor shall send e-mails monthly and at minimum one additional physical mail invitation ninety (90) days after initial invitation was sent.

- g. The Contractor shall build and maintain a collection method for application fees that allows for non-cash payment method(s). Payments shall be deposited within twenty-four (24) hours of receipt.
- h. The Contractor shall continue to enroll, perform risk-based screening, and site visits continuously during and after the initial enrollment is completed. The Contractor will maintain three (3) weeks or less turnaround processing time on all applications in pipeline unless provider or the Department is responsible for holding the application.
- i. The Contractor shall hire and retain necessary staff in addition to its current provider enrollment staff to handle the increase in provider enrollment volume. The Contractor shall respond to all customer service calls, e-mails, or other forms of communication to assist providers with web-based portal technical inquiries and other inquiries transferred by the Department to the Contractor. The Contractor will be solely responsible for enrolling and notifying providers and all MCEs on a monthly or more frequent basis.
- j. The Contractor shall complete web-based portal and UAT testing ninety (90) days after Amendment 20 is executed. The Contractor shall begin enrolling providers on the 91st day after execution of Amendment 20 and continue enrolling providers until the end of the initial enrollment period, as determined by the Department. Upon termination of the initial enrollment period, claims submitted by a provider not enrolled with the Department will not be eligible for reimbursement.

6. Department's Responsibilities:

- a. The Department shall provide resources to handle all Tier I customer service calls. Tier I consists of all initial calls about application, policy, or other non-technical inquiries.
- b. The Department will implement an Interactive Voice Response phone system to handle incoming calls. This IVR system will have an option that will direct calls to the Contractor for web-based portal technical inquiries.
- c. The Department shall contract with an electronic signature vendor. This vendor will work with the Contractor to integrate their product into the Contractor's web-based portal.

- d. The Department will provide the Contractor with contact information for the Program Integrity Section Chief, who will function as the Contract Monitor. The Contract Monitor will review all deliverables submitted by the Contractor within thirty (30) days of submission. The Contract Monitor will review all deliverables to ensure each deliverable has been submitted timely and performance is in compliance with the terms of the Contract. The Contract Monitor will review invoices within fourteen (14) days of submission to determine whether the Contractor has satisfied all requirements of the Contract. Payment is contingent upon approval of the invoice by the Contract Monitor.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.

Added with Amendment 19:

3. With the execution of this Amendment Number 19, “the Contractor,” LLC and the Department agree to a fixed payment schedule as follows for Extension Year 2020:

Month of Service	Amount (Unlimited Transactions)
January, 2020	\$3,985,041.00
February, 2020	\$3,985,041.00
March, 2020	\$3,985,041.00
April, 2020	\$3,985,041.00
May, 2020	\$3,985,041.00
June, 2020	\$3,985,041.00
July, 2020	\$3,985,041.00
August, 2020	\$3,985,041.00
September, 2020	\$3,985,041.00
October, 2020	\$3,985,041.00
November, 2020	\$3,985,041.00
December, 2020	\$3,985,041.00
Total	\$47,820,492.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

Additionally, the Contractor will bill the following services individually as indicated:

Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020
 Amendment 22 (2021) Amendment 23 (2022)
 Amendment 24 (2023) Amendment 25 (2024)

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (<i>i.e.</i> , postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85627	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

- All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing.
4. With the execution of this Amendment Number 19, “the Contractor,” and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, Contractor shall use commercially reasonable efforts to continue to meet service levels for the services affected, but service credits will not be available for such service.
 5. With the execution of this Amendment Number 19, “the Contractor,” agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by the Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by Contractor.
 6. With the execution of this Amendment Number 19, “the Contractor,” and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

Added with Amendment 18:

3. With the execution of this Amendment Number 18, “the Contractor,” and the Department agree to a fixed payment schedule as follows for Extension Year 2019:

Month of Service	Amount (Unlimited)
January, 2019	\$3,979,403.00
February, 2019	\$3,979,403.00
March, 2019	\$3,979,403.00
April, 2019	\$3,979,403.00
May, 2019	\$3,979,403.00
June, 2019	\$3,979,403.00
July, 2019	\$3,979,403.00
August, 2019	\$3,979,402.00
September, 2019	\$3,979,402.00
October, 2019	\$3,979,402.00
November, 2019	\$3,979,402.00
December, 2019	\$3,979,402.00
Total	\$47,752,831.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (<i>i.e.</i> , postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs
Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813

Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020
 Amendment 22 (2021) Amendment 23 (2022)
 Amendment 24 (2023) Amendment 25 (2024)

Two (2)-page mailing	\$0.85627	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

- All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing.

- 4. With the execution of this Amendment Number 18, The Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, Contractor shall use commercially reasonable efforts to continue to meet service levels for the services affected, but service credits will not be available for such service.

- 5. With the execution of this Amendment Number 18, The Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require Contractor to provide, Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event shall Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by Contractor.

- 6. With the execution of this Amendment Number 18, The Contractor and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

Added with Amendment 17:

- 3. With the execution of this Amendment Number 17, Molina Information Systems, LLC and the Department agree to a fixed payment schedule as follows for Extension Year 2018:

Month of Service	Amount (Unlimited)
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January, 2018	\$3,849,032.33
February, 2018	\$3,849,032.33
March, 2018	\$3,849,032.33
April, 2018	\$3,849,032.33
May, 2018	\$3,849,032.33
June, 2018	\$3,849,032.33
July, 2018	\$3,849,032.33
August, 2018	\$3,849,032.33
September, 2018	\$3,849,032.34
October, 2018	\$3,849,032.34
November, 2018	\$3,849,032.34
December, 2018	\$3,849,032.34
Total	\$46,188,388.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (<i>i.e.</i> , postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85627	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

- All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing.

4. With the execution of this Amendment Number 17, The Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, Contractor shall use commercially reasonable efforts to continue to

meet service levels for the services affected, but service credits will not be available for such service.

5. With the execution of this Amendment Number 17, Molina Information Systems, LLC agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require Contractor to provide, Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event shall Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by Contractor.

6. With the execution of this Amendment Number 17, The Contractor and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

Added with Amendment 16:

3. With the execution of this Amendment 16, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2017:

Month of Service	Amount Billed to DHH
January	\$3,849,773.50
February	\$3,849,773.50
March	\$3,849,773.50
April	\$3,849,773.50
May	\$3,849,773.50
June	\$3,849,773.50
July	\$3,849,773.50
August	\$3,849,773.50
September	\$3,849,773.50
October	\$3,849,773.50

November	\$3,849,773.50
December	\$3,849,773.50
Total	\$46,197,282.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs

Provider/Recipient Mailings*	# 10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85627	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

*All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing.

4. With the execution of this Amendment Number 16, The Contractor and the Department agree that in the event that the service requirements exceed any of the forecasted transactions set forth above, Contractor shall use commercially reasonable efforts to continue to meet service levels for the service affected by the excess transactions, but service credits will not be available for such service.
5. With the execution of this Amendment Number 16, The Contractor and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under the SFP and the Agreement, in which case the

Contractor's reimbursement amount will be renegotiated by the parties. Upon such assumption, then as between the parties, the Department shall bear the responsibility for the quality, accuracy and timeliness of the assumed responsibilities and all data derived therefrom. The Department may assign such functions to third parties in the Department's discretion, provided that such third parties are not a competitor of Contractor and, provided further, that the Department shall not provide such third parties with Contractor's proprietary or confidential information.

6. With the execution of this Amendment Number 16, The Contractor, and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 50 I 0 and NCPDP D.0/3.0 implementation and operation executed on August 31, 20 1 0, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

Added with Amendment 15:

3. With the execution of this Amendment 15, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2016:

Month of Service	Amount Billed to DHH
January	\$3,849,773.50
February	\$3,849,773.50
March	\$3,849,773.50
April	\$3,849,773.50
May	\$3,849,773.50
June	\$3,849,773.50
July	\$3,849,773.50
August	\$3,849,773.50
September	\$3,849,773.50
October	\$3,849,773.50
November	\$3,849,773.50
December	\$3,849,773.50
Total	\$46,197,282.00

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. For any transaction (paid or adjusted) that exceeds the total of \$125,753,321 during the contract period, the Department will be billed \$0.36736 per transaction.

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85637	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

*All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor, will require separate pricing.

4. With the execution of this Amendment Number 15, the Contractor and the Department agree that in the event that the service requirements exceed any of the forecasted transactions set forth above, Contractor shall use commercially reasonable efforts to continue to meet service levels for the service affected by the excess transactions, but service credits will not be available for such service.
5. With the execution of this Amendment Number 15, the Contractor and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under the SFP and the Agreement, in which case the Contractor's reimbursement amount will be renegotiated by the responsibilities and all data derived therefrom. The Department may assign such functions to third parties in the Department's discretion, provided that such third parties are not a competitor of Contractor and, provided further, that the Department shall not provide such third parties with Contractor's proprietary or confidential information.

6. With the execution of this Amendment Number 15, The Contractor and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 50 I 0 and NCPDP D.0/3.0 implementation and operation executed on August 31, 20 I 0, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

Added with Amendment 14:

17. With the execution of this Amendment Number 14, the Contractor and the Department agree that the personnel qualification requirements specified in the Solicitation for Proposal Number 2 1 814088, dated November 4, 2003 (the "SFP"), Sections 2.4.3. 1(1)(B), 2.4.3. 1(2)(B), 2.4.3. 1(3)(B), 2.4.3.1 (4)(B), 2.4.3.1 (5)(B), 2.4.3.1 (6)(B), 2.4.3.1 (7)(B), 2.4.3. 1(8)(B), 2.4.3.1 (9)(B), 2.4.3. 1(10) (B), 2.4.3.1 (11)(B), and the specific experience requirements in Section 2.4.3.2 have been waived. In addition on, the parties agree to revise the necessary positions listed in Section 2.6.4.1 to reflect personnel sufficient to properly operate the LMMIS for the remainder of the contract term. Notwithstanding the foregoing waiver and personnel adjustments, the Contractor, acknowledges and agrees that all existing service levels not directly related to the potential waived qualifications and experience in the aforementioned sections will remain in full force and effect.
18. With the execution of this Amendment Number 14, the Contractor and the Department agree that in the event that the service requirements exceed any of the forecasted transactions set forth above, Contractor shall use commercially reasonable efforts to continue to meet service levels for the service affected by the excess transactions, but service credits will not be available for such service.
19. With the execution of this Amendment Number 14 the Contractor and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under the SFP and the Agreement, in which case the Contractor's reimbursement amount will be renegotiated by the responsibilities and all data derived therefrom. The Department may assign such functions to third parties in the Department's discretion, provided that such third parties are not a competitor of Contractor and, provided further, that the Department shall not provide such third parties with Contractor's proprietary or confidential information.
20. With the execution of this Amendment Number 14, the Contractor and the Department agree to extend the terms and conditions of Amendment One (I) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 50 I 0 and NCPDP D.0/3.0 implementation and operation executed on August 31, 20 I

0, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

22. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 14 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements (Amendment 14).

Added with Amendment 13:

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for the T-MSIS Project- DDI Extension, which is made a part of this Amendment as Attachment A hereto. The T-MSIS Project DDI Extension SOW (Attachment A) includes completion of the Design, Development and Implementation (DDI) and Operations Project Work Plan.
2. Payment by the Department to the Contractor for the extended DDI effort required for the T-MSIS implementation in the amount of \$395,808. T-MSIS operational support for the duration of the contract shall be provided by the Contractor at no additional cost, unless the parties agree to revise as necessary the personnel requirements specified in the SOW to sufficiently provide T-MSIS operational support. For purposes of this Amendment Thirteen (13), through December 31, 2014.
3. The total amount of all payments by the Department pursuant to this Amendment Thirteen (13) shall not exceed the Contractor's proposed total firm fixed price of \$395,808. satisfactorily received by the Department in accordance with the SOW and timelines in the final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services. Performance standards in SFP Section 2.10, and liquidated damages in SFP Section 5.3.1, shall be extended to services contracted under this Amendment 13.
5. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for the T-MSIS Project and services described herein for Option Year 2014. The costs specified in this Amendment Thirteen (13) are the total costs which will be paid for the T-MSIS Project and services. No annual adjustments shall be made to increase those costs.

6. **If for any reason the current Agreement between the Department and the Contractor is terminated or there is a successful transition of the MMIS, as determined by the Department, to a new fiscal intermediary, all equipment, software, licensure and access purchased for the T-MSIS Project will be transferred to the Department or its designated agent at no additional cost to the Department, except as provided in this clause 6. In addition, all T-MSIS processes and information currently in development will be transferred at no additional costs. Monthly payments by the Department for T-MSIS products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.**

7. **If the current Agreement is cancelled by the Department for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31 , 2014, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to purchased software, licensure and access obtained in accordance with and in order to perform the Scope of Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.**

8. **The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent federal financial participation (FFP). The Department agrees that the information in the system will be safeguarded in accordance with 42 C.F.R. Part 431, Subpart F.**

Standards" as enacted in 42 C.F.R. Part 433, Subpart C. These new standards give CMS the right to reuse, in another State, any software that is developed for a specific State at 90 percent enhanced funding.

9. **All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 13).**

Added with Amendment 12:

2. **With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree to payment of Per Member Per Month (PMPM)/Administrative Claim Lines at a rate of \$0.25 per line for Option Year 2014. For purposes of this contract, the PMPM/Administrative claim line is defined as a line item of a document or electronic media claim which tracks the per-**

member, per-month rate paid to a Managed Care Organization by the Department for the provision of medical services to Bayou Health, Louisiana Behavioral Health Partnership, and Program of All-Inclusive Care for the Elderly (PACE) managed care members. A paid PMPM/Administrative claim line is one which succeeds in passing through Adjudication described in SFP Section 2.7.4.2.2 and is paid. The per PMPM/Administrative line reimbursement shall cover all of the services associated with the implementation and operation of processing detail encounters and generating capitation payments for various benefit packages and capitation rates. The Contractor shall be paid by the Department for the total processing count of paid, original PMPM/Administrative claim lines. Contractor shall not be paid for (1) Voids/adjustments to previously paid claims, (2) Denied claims, and (3) All claims requiring reprocessing due to Contractor errors.

- 3. With the execution of this Amendment Number 12, Molina Information Systems, LLC agrees to designate one (1) dedicated full-time manager and one (1) dedicated full-time system analyst to also serve as a backup transition manager with access to support staff to facilitate the transition of the MMIS System to the Department or a successor Contractor at a mutually agreed upon date for this Amendment Number 12 at no additional cost.**
- 4. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree that the personnel qualification requirements specified in SFP Sections 2.4.3.1 (1)(B), 2.4.3.1 (2)(B), 2.4.3.1 (3)(B), 2.4.3.1 (4)(B), 2.4.3.1 (5)(B), 2.4.3.1 (6)(B), 2.4.3.1(7)(B), 2.4.3.1 (8)(B), 2.4.3.1 (9)(B), 2.4.3.1 (10)(B), 2.4.3.1 (11)(B), and the specific experience requirements in Section 2.4.3.2 may be waived upon Molina's request and with the Department's permission, not to be unreasonably withheld. In addition, the parties agree to revise the necessary positions listed in Section 2.4.3.1 to reflect personnel sufficient to properly operate the LMMIS for the remainder of the contract term. Notwithstanding the foregoing waiver and personnel adjustments, Molina Information Systems, LLC, acknowledges and agrees that all existing service levels not directly related to the potential waived qualifications and experience in the aforementioned sections will remain in full force and effect.**
- 5. Implementation of Managed Care Programs in Louisiana Medicaid has rendered unnecessary the activities performed by the Contractor for the KIDMED program beginning July 1, 2014. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree to eliminate these services and staffing levels required to support these services effective July 1, 2014.**
- 6. Implementation of Managed Care Programs in Louisiana Medicaid has reduced the work load involved for performing the Continuation of Hospital Pre-Certification/LOS Acute Care Program. With the execution of this Amendment**

Number 12, Molina Information Systems, LLC and the Department agree to a reduced rate or \$140,797.34 monthly for these services in Option Year 2014 effective January 1, 2014.

7. With the execution of this Amendment Number 12, Molina Information Systems, LLC and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under this SFP in which case the Contractor's reimbursement amount will be renegotiated based on the reduction in cost to Contractor of performing the services remaining with Contractor. Upon such assumption, then as between the parties, the Department shall bear the responsibility for the quality, accuracy and timeliness of the assume responsibilities. The Department may assign such functions to third parties in the Department's discretion, provided the Department shall not provide such third parties with Contractor's proprietary or confidential information.

8. With the execution of this Amendment Number 12, The Contractor and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck and McKesson InterQual Phase 1 executed on August 5, 2009, Amendment Four(4) for McKesson InterQual Phase 2 executed on May 6, 2010, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, Amendment Ten (10) for implementation and operations of a Transformed Medicaid Statistical Information System (T-MSIS) executed on September 24, 2013, and Amendment Eleven (11) for the implementation and operation of the ICD-10 CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013.

Added with Amendment 11:

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for ICD- 10 CM and ICD- 10 PCS Crosswalk Solution Implementation and Operations, which is made a part of this Amendment as Attachment A hereto. The ICD-10 CM and ICD-10 PCS Crosswalk Solution SOW (Attachment A) includes the design, development and implementation (DDI) Project Work Plan.

2. Payment by the Department to the Contractor for the ICD-10 CM and ICD- 10 PCS Crosswalk Solution implementation and operation shall be: for year one (1), \$2,103,749.00; for year two (2), \$6,874,276 .00; and for DHH-requested outreach and training costs as outlined in Clause 3, a maximum of \$100,000.00. For purposes of this Amendment Eleven (11), "year one (1) "shall be the period from the effective date of this amendment through December 31, 2013. "Year two

(2)" shall be the period from January 1, 2014 through December 31, 2014. The continuation of this Amendment Eleven (11) to the Agreement beyond year one (1) is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.

3. Payment by the Department to the Contractor for the costs of outreach and training activities related to the ICD-10 CM and ICD-10 PCS Crosswalk Solution and not provided for in the Agreement shall not exceed \$100,000.00. Such outreach and training activities shall be conducted at the request and with the prior approval of the Department. The costs shall be billed as pass-through charges and invoiced separately by Contractor on an as-needed basis.
4. The total amount of all payments by the Department pursuant to Clause 2 of this Amendment Eleven (11) shall not exceed the Contractor's proposed total firm fixed price of \$2,103,749.00 for year one (1) which is the Agreement fourth option year ending 2013, \$6,874,276.00 for year two (2) which is the Agreement fifth option year ending 2014, except that additional payments totaling up to \$100,000.00 for DHH-requested outreach and training activities as described in Clause 3 above shall be billed in either Year one (1) or Year two (2) at the option of DHH.
5. The total amount of all payments to be made by the Department under Amendment Seven (7) was not to exceed \$18,221,291, of which \$6,981,683.90 has already been paid to the Contractor. This Amendment Eleven (11) cancels any further payments to the Contractor under Amendment Seven (7).
6. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables and services satisfactorily received by the Department in accordance with the SOW and timelines in final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services. Performance standards in SFP Section 2.10, and liquidated damages in SFP Section 5.3.1 shall be extended to services contracted under this Amendment 11.
7. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation, products and services described herein for Option Year 2014. The costs specified in this Amendment Eleven (11) are the total costs which will be paid for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation, operation, products and services. No annual adjustments shall be made to increase those costs.

8. **If for any reason the current Agreement between DHH and Molina is terminated or there is a successful transition of the MMIS, as determined by DHH, to a new fiscal intermediary, all ICD- 10 CM and ICD-10 PCS Crosswalk Solution purchased equipment, software, licensure and access will be transferred to the DHH or its designated agent at no additional cost to the Department, except as provided in this Clause 8. In addition, all ICD-10 CM and ICD-10 PCS Crosswalk Solution processes and information currently in development will be transferred at no additional costs. Monthly payments by the Department for ICD-10 Crosswalk Solution implementation products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.**

If the current Agreement is cancelled by DHH for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31, 2014, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to purchased software, licensure and access obtained in accordance with and in order to perform the Scope of Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.

9. **The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent federal financial participation (FFP). The Department agrees that the information in the system will be safeguarded in accordance with 42 C.F.R. Part 431, Subpart F. The Contractor agrees to comply with the Centers for Medicare and Medicaid Services' (CMS) "Enhanced Funding Requirements: Seven Conditions and Standards" as enacted in 42**

C.F.R. Part 433, Subpart C. These new standards give CMS the right to reuse, in another State, any software that is developed for a specific State at 90 percent enhanced funding.

10. **All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 11).**

Added with Amendment 10:

1. **The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for the T-MSIS Project, which is made a part of this Amendment as Attachment A hereto. The T-MSIS Project SOW**

(Attachment A) includes the Design, Development and Implementation (DDI) and Operations Project Work Plan.

2. Payment by the Department to the Contractor for T-MSIS implementation shall be; for year one (1) \$399,229.18, for year two (2) \$845,433.49. T-MSIS operational support for the duration of the contract shall be provided by the Contractor at no additional cost, unless the parties agree to revise as necessary the personnel requirements specified in the SOW to sufficiently provide T-MSIS operational support. For purposes of this Amendment Ten (10), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2013. "Year two (2)" shall be the period from January 1, 2014 through December 31, 2014. The continuation of this Amendment Ten (10) to the Agreement beyond year one (1) is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
3. The total amount of all payments by the Department pursuant to this Amendment Ten (10) shall not exceed the Contractor's proposed total firm fixed price of \$399,229.18 for year one (1) which is the Agreement fourth option year ending 2013, \$845,433.49 for year two (2) which is the Agreement fifth option year ending 2014.
4. Payments will be made monthly for the duration of the DDI phase based on the delivery and Department approval of monthly invoices for deliverables and services satisfactorily received by the Department in accordance with the SOW and timelines in the final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services. Performance standards in SFP Section 2.10, and liquidated damages in SFP Section 5.3.1, shall be extended to services contracted under this Amendment 10.
5. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for the T-MSIS Project and services described herein for Option Year 2014. The costs specified in this Amendment Ten (10) are the total costs which will be paid for the T-MSIS Project and services. No annual adjustments shall be made to increase those costs.
6. If for any reason the current Agreement between DHH and Molina is terminated or there is a successful transition of the MMIS, as determined by DHH, to a new fiscal intermediary, all equipment, software, licensure and access purchased for the T-MSIS Project will be transferred to DHH or its designated agent at no additional cost to the Department, except as provided in this clause 6. In addition, all T-MSIS processes and information currently in development will be transferred at no additional costs.

Monthly payments by the Department for T-MSIS products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.

If the current Agreement is cancelled by DHH for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31, 2014, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to purchased software, licensure and access obtained in accordance with and in order to perform the Scope or Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.

7. The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent federal financial participation (FFP). The Department agrees that the information in the system will be safeguarded in accordance with 42 C.F.R. Part 431, Subpart F. The Contractor agrees to comply with the Centers for Medicare and Medicaid Services' (CMS) "Enhanced Funding Requirements: Seven Conditions and Standards" as enacted in 42 C.F.R. Part 433, Subpart C. These new standards give CMS the right to reuse, in another State; any software that is developed for a specific State at 90 percent enhanced funding. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect
8. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 10).

Added with Amendment 9:

2. With the execution of this Amendment Number 9, The Contractor and the Department agree to payment of Per Member Per Month (PMPM) Administrative Claim Lines at a rate of \$0.25 per line for Option Year 2013 and retroactively for payments withheld starting July 1, 2012. For the purposes of this contract, the PMPM/Administrative claim line is defined as a line item of a document or electronic media claim which tracks the per-member, per-month rate paid to a Managed Care Organization by the Department for the provision of medical services to Managed Care (i.e., Bayou Health or Louisiana Behavioral Health Partnership) members. A paid PMPM/Administrative claim line is one which succeeds in passing through Adjudication described in SFP Section 2.7.4.2.2, and is paid. The per PMPM/Administrative line reimbursement shall cover all of the services associated

with the implementation and operation of processing detail encounters and generating capitation payments for various benefit packages and capitation rates. The Contractor shall be paid by the Department for the total processing count of paid, original PMPM/Administrative claim lines. Contractor shall not be paid for (1) Voids/adjustments to previously paid claims, (2) Denied claims, and (3) All claims requiring reprocessing due to Contractor errors.

3. With the execution of this Amendment Number 9, The Contractor agrees to designate one (1) dedicated full-time manager with access to support staff to facilitate the transition to the Department or a successor Contractor within two weeks of the effective date of this Amendment Number 9 at no additional cost.
4. With the execution of this Amendment Number 9, Molina Information Systems, LLC, and the Department agree that the personnel qualification requirements specified in SFP Sections 2.4.3.1(7)(B), 2.4.3.1(2)(B), 2.4.3.1(3)(B), 2.4.3.1(4)(B), 2.4.3.1(5)(B), 2.4.3.1(6)(B), 2.4.3.1(7)(B), 2.4.3.1(8)(B), 2.4.3.1(9)(B), 2.4.3.1(10)(B) and 2.4.3.1(11)(B), and the specific experience requirements in Section 2.4.3.2 may be waived upon Molina's request and with the Department's permission, not to be unreasonable withheld. In addition, the parties agree to revise as necessary the positions listed in Section 2.4.3.1 to reflect personnel sufficient to properly operate the LMMIS for the remainder of the contract term. Notwithstanding the foregoing waiver and personnel adjustments, the Contractor, acknowledges and agrees that all existing service levels not directly related to the potential waived qualifications and experience in the aforementioned sections will remain in full force and effect.
5. Implementation of Managed Care Programs in Louisiana Medicaid has rendered unnecessary the activities performed by the Contractor for Radiology Utilization Management. With the execution of this Amendment Number 9, The Contractor and the Department agree to eliminate these services and staffing levels required to support these services effective January 1, 2013.
6. With the execution of this Amendment Number 9, Molina Information Systems, LLC, and the Department agree that the Department may elect to assume some fiscal intermediary responsibilities contracted under this SFP in which case the Contractor's reimbursement amount will be renegotiated based on the reduction in cost to Contractor of performing the services remaining with Contractor. Upon such assumption, then as between the parties, the Department shall bear the responsibility for the quality, accuracy and timeliness of the assumed responsibilities. The Department may assign such functions to third parties in the Department's discretion, provided that the Department shall not provide such third parties with Contractor's proprietary or confidential information.

7. With the execution of this Amendment Number 9, The Contractor and the

Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck and McKesson InterQual Phase 1 executed on August 5, 2009, Amendment Four (4) for McKesson InterQual Phase 2 executed on May 6, 2010, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010 and Amendment Eight (8) for McKesson ClaimCheck, McKesson InterQual Phase 2. HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on December 14, 2011 encompassing the period of January 1, 2013 through December 31, 2013.

All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect

8. Appendix C to the Agreement is amended to read as follows: Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to nine (1 – 9) year period at the discretion of the Department (Amendment 9).

Added with Amendment 8:

2. With the execution of this Amendment Number 8, Molina Information Systems, LLC and the Department agree to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck and InterQual implementations and operations executed on August 5, 2009; Amendment Two (2) for Radiology Utilization Management implementation and operation executed October 27, 2009; Amendment Four (4) for McKesson InterQual, Phase 2 implementation and operation executed on May 6, 2010; and Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010 encompassing the period of January 1, 2012 through December 31, 2012.
3. Appendix C to the Agreement is amended to read as follows: Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to eight (1 – 8) year period at the discretion of the Department (Amendment 8).

Added with Amendment 7:

1. The Agreement is hereby amended to incorporate requirements described in the Contractor's Statement of Work (SOW) for ICD-10 CM and ICD-10 PCS Crosswalk Solution Implementation, which is made a part of this Amendment as Attachment A hereto. Payment by the Department to the Contractor for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation shall be; for year one (1) \$ 3,489,569.00 and year two (2) \$10,201,799.00 and year three (3) \$4,466,664.00 and for year four (4) \$63,259.00. Continuation of this project beyond year four (4) shall be at

the option of the Department. The ICD-10 CM and ICD-10 PCS Crosswalk Solution SOW (Attachment A) includes the design, development and implementation (DDI) Project Work Plan.

2. The total amount of all payments by the Department pursuant to this Amendment Seven (7) shall not exceed the Contractor's proposed total firm fixed price of \$3,489,569.00 for year one (1) which is the Agreement second option year ending 2011, \$10,201,799.00 for year two (2) which is the Agreement third option year ending 2012, \$4,466,664.00 for year three (3) which is the Agreement fourth option year ending 2013 and \$63,259.00 for year four (4) which is the Agreement fifth option year ending 2014. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables and services satisfactorily received by the Department in accordance with the SOW and timelines in final Project Work Plan. If deliverables or services are not received in accordance with said timelines and SOW requirements, the Department may withhold payment until the required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables or services.
3. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for ICD- 10 CM and ICD-10 PCS Crosswalk Solution implementation, products and services described herein for Option Years 2011, 2012, 2013, and 2014. The costs specified in this Amendment Seven (7) are the total costs which will be paid for the ICD-10 CM and ICD-10 PCS Crosswalk Solution implementation, products and services. No annual adjustments shall be made to increase those costs for Option Years 2011, 2012, 2013, and 2014.
4. If for any reason the current Agreement between DHH and Molina is terminated or there is a successful transition of the MMIS, as determined by DHH, to a new fiscal intermediary, all ICD-10 CM and ICD-10 PCS Crosswalk Solution purchased equipment, software, licensure and access will be transferred to the DHH or its designated agent at no additional cost to the Department, except as provided in this clause 4. In addition, all ICD-10 CM and ICD-10 PCS Crosswalk Solution processes and information currently in development will be transferred at no additional costs. Monthly payments by the Department for ICD-10 Crosswalk Solution implementation products and services will cease upon termination of the contractual agreement or transition to a new fiscal intermediary.

If the current Agreement is cancelled by DHH for convenience or the MMIS is transitioned to a new fiscal intermediary prior to December 31, 2011, the Contractor shall be paid for (a) all capital costs up to the effective date of termination less any amounts paid to Contractor to offset such capital costs on or before the effective date of termination, (b) all unpaid fees for services provided on or before the effective date of termination, and (c) reasonable and allowable termination costs related to

purchased software, licensure and access obtained in accordance with and in order to perform the Scope of Work for this Amendment, determined in accordance with the principles of Title 45 CFR Part 74.

- 5. For purposes of this Amendment Seven (7), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2011. "Year two (2)" shall be the period from January 1, 2012 through December 31, 2012, year three (3) shall be January 1, 2013 thru December 31, 2013, and year four (4) shall be January 2014 thru June 2014.**
- 6. The continuation of this Amendment Seven (7) to the Agreement beyond December 31, 2011 is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.**
- 7. The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for its purposes, and to authorize others to use for Federal Government purposes, software, modification to software, and documentation that is designed, developed, installed or enhanced with 90 percent FFP. The Department agrees that the information in the system will be safeguarded in accordance with subpart F, part 431 of Chapter IV Subchapter C of Title 42 of the Code of Federal Regulations. The Contractor agrees to comply with the regulatory changes that are in 42 C.F.R. 433 Subpart C, Enhanced Funding Requirements: Seven Conditions and Standards. This new regulation gives CMS the right to reuse, in another State; any software that is developed for a specific state at 90% enhanced funding.**
- 8. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 7).**

Added with Amendment 6:

- 2. Appendix C to the Agreement is amended to read as follows:
Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to seven (1 – 7) year period at the discretion of the Department (Amendment 6).**

Added with Amendment 5:

- 1. The Agreement is hereby amended to incorporate requirements described in the Contractor Statement of Work (SOW) for HIPAA Standards 5010 and NCPDP D.0/3.0 dated May 21, 2010 and made a part hereof as Statement of Work. Payments made by the Department to Contractor for the HIPAA Standards 5010 and NCPDP D.0/3.0**

for design, development and implementation (DDI) shall be for year one (1) \$3,328,852; and year two DDI (2) \$5,825,492 for a total of \$9,154,344. The Statement of Work for Phase 1 (Attachment A) includes the design, development and implementation (DDI) project work plan.

2. Payments will be made monthly based on the delivery of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and timelines in the final work plan. If deliverables are not received in accordance with the said timelines and SOW requirements, the Department may withhold payment until the attached SOW required deliverables have been received and approved by the Department. The Department will not unreasonably delay approval of deliverables.
3. The Contractor shall comply with Article IX of the Agreement in providing letters of agreement or some other form of commitment which demonstrates the HIPAA Standards 5010 and NCPDP D.0/3.0 subcontractor's willingness to undertake its portion of this contract for services related to this Amendment..
4. The continuation of this Amendment Five (5) to the Agreement beyond December 31, 2010, is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
5. For purposes of this Amendment Five (5), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2010"Year two (2)" shall be the period from January 1, 2011 through December 31, 2011.
6. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect. However, notwithstanding any other

provision of the contract, the amounts in paragraph (1) of this Amendment are the totals which will be paid for the HIPAA Standards 5010 and NCPDP D.0/3.0 work set forth in the Statement of Work (Amendment 5).

Added with Amendment 4:

1. The Agreement is hereby amended to incorporate requirements described in Unisys proposal for McKesson InterQual, Phase 2 Implementation. Payment by the Department to Unisys for McKesson InterQual Phase 2 implementation shall be for year one (1) \$1,644,129; and for year two (2) \$893,634; continuation of this project beyond the year one (1) and/or year two (2) shall be at the option of the Department. The InterQual Statement of Work (SOW) for Phase 2 (Attachment A) includes the DDI project work plan.
2. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and timelines in Attachment A.
3. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for McKesson InterQual Phase 2 implementation, products and services described herein for Option Years 2010 and 2011. The costs specified in this Amendment Four (4) are the total costs which will be paid for the implementation, products and services; no annual adjustments shall be made to increase those costs for Option Years 2010 and 2011.
4. For purposes of this Amendment Four (4), "year one (1)" shall be the period from the effective date of this amendment through December 31, 2010. "Year two (2)" shall be the period from January 1, 2011 through December 31, 2011.
5. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 4).

Added with Amendment 3:

2. Appendix C to the Agreement is amended to read as follows:
Contractor will provide two million dollars (\$2,000,000) in Contractor services, products or will apply credits to invoices over a one to six (1 – 6) year period at the discretion of the Department (Amendment 3).

Added with Amendment 2:

1. 1. The Agreement is hereby amended to incorporate requirements described in the Unisys Statement of Work for Radiology Utilization Management dated October 20,

2009 and made a part of hereof as Statement of Work, Addendum 1. The Radiology Utilization Management proposals total \$9,584,778 for twenty-six (26) months (November 1, 2009 through December 31, 2011). The Statement of Work and Project Work Plan is attached.

2. The total amount of all payments by the Department pursuant to Amendment Two (2) shall not exceed the contractor's proposed total firm fixed price of (A) \$243,925 for the design, development, and implementation (DDI) over 3 months from November 1, 2009 through January 31, 2010; (B) for year one of Radiology Utilization Management operations, the total firm fixed price of \$4,628,078 will be paid monthly at \$420,734.36 for eleven (11) months from February through December 2010; and (C) the total fixed price for operations for year two (2) shall be \$4,712,776 with monthly payments of \$392,731.33 for twelve (12) months. Payments will be made based on the delivery and Department approval of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and Project Work Plan. The overall cost of the twenty six (26) month contract amendment will not change. If deliverables are not received in accordance with the Statement of Work and Project Work Plan and the non-receipt of the deliverables is the sole fault of the Contractor and not of the Radiology Utilization Management Subcontractor, DHH may withhold payment until the required deliverables have been received and approved by DHH. The Department will not unreasonably delay approval of deliverables, and to this end, the Department and the Contractor agree that Department action as to a deliverable will be taken within ten (10) calendar days of the Department's receipt of the deliverable. If Department action is not taken within ten (10) calendar days, the deliverable will be deemed approved.
3. The Contractor will be in compliance of Article IX of the Agreement between the Department of Health and Hospitals (DHH) and Unisys in providing letters of agreement or some other form of commitment which demonstrates the Radiology Utilization Management subcontractor's willingness to undertake its portion of this contract for services related to this Amendment.
4. The continuation of this Amendment Two (2) to the Agreement beyond the December 31, 2009 date is contingent upon the Department's exercise of its option to extend the term of the underlying Agreement. The term of this Amendment shall not exceed the term of the underlying contract.
5. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 2).

Added with Amendment 1:

- 1. The Agreement is hereby amended to incorporate requirements described in Unisys proposals for McKesson ClaimCheck Implementation and McKesson InterQual attachments A-C hereto. Payment by the Department to Unisys for McKesson ClaimCheck implementation shall be for year one (1) \$2,186,849 and year two (2) \$2,262,652; continuation of this project beyond years one (1) and two (2) shall be at the option of the Department; payment for 2011 shall not exceed \$2,287,976 if the option for 2011 is exercised. The ClaimCheck Statement of Work (Attachment A) which includes the DDI Project Work Plan is attached. Payment by the Department for McKesson InterQual implementation shall be for year one (1) \$1,518,669 and year two (2) \$975,369; continuation of this project beyond years one (1) and two (2) shall be at the option of the Department and payment for 2011 shall not exceed \$1,066,300 if the option for 2011 is exercised. The InterQual Statement of Work (Attachment B) which includes the DDI Project Work Plan is attached.**
- 2. The total amount of all payments by the Department pursuant to Amendment One (1) shall not exceed the Contractor's proposed total firm fixed price of \$6,943,539 for 2009 and the first option year of 2010; should the Department exercise its option for 2011, the price for 2011 shall not exceed \$3,354,276. Payments will be made monthly based on the delivery and Department approval of monthly invoices for deliverables satisfactorily received by the Department in accordance with the Statement of Work and timelines in Attachments A & B. If deliverables are not received in accordance with the said timelines and SOW requirements, DHH may withhold payment until the required deliverables have been received and approved by DHH. DHH will not unreasonably delay approval of deliverables.**
- 3. The provisions of SFP Section 5.3.6 shall not apply to the amounts to be paid by the Department for McKesson InterQual or McKesson ClaimCheck implementation, products and services described herein for Option Years 2010 and 2011. The costs specified in this Amendment One are the total costs which will be paid for the implementation, products and services; no annual adjustments shall be made to increase those cost for Option Years 2010 and 2011.**
- 4. Each monthly InterQual invoice will be subject to a retainage of five percent (5%) of the total monthly invoice until the condition in this paragraph is met. For InterQual, savings of at least five million dollars (\$5,000,000) shall be realized before retainage is terminated. The savings shall be verified by DHH based on data of a given time period of three (3) months per implementation compared to three (3) months post implementation of two consecutive years using the mutually agreed upon methodology (Attachment C). The period of time for determination of savings shall begin two months after Post Implementation Review and conclude once DHH determines at least five million dollars (\$5,000,000) in savings has been accomplished. If the Department determines, based on information or reports provided with monthly invoices, that five**

million dollars (\$5,000,000) in savings has occurred, the Department will return the retainage to the Contractor at that time. Once the full retainage has been returned to Contractor as a result of meeting the savings requirement of this clause, future invoices related to the McKesson InterQual implementation will not be subject to the retainage set forth herein.

In the event of a natural or man-made disaster which results in a declaration of emergency by the Governor and/or the President and which results in closure of hospitals in Louisiana during year one (1) or year two (2) of this Amendment and which is a proximate cause of the inability of the Contractor to produce the required savings, the Secretary of the Department will return all or a part of the retainage to the Contractor.

- 5. For purposes of this Amendment One (1), “year one (1)” shall be the period from the effective date of this amendment through December 31, 2009. “Year two (2) shall be the period from January 1, 2010 through December 31, 2010.**
- 6. All other terms and conditions of the above referenced contract shall remain unchanged and in full force and effect (Amendment 1).**

WITNESSETH:

WHEREAS, the Congress of the United States has enacted Title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.) (the "Act") for the purpose of establishing Louisiana's Medicaid Program;

WHEREAS, the Act designates the U.S. Department of Health and Human Services (the "DHHS") to be the Federal agency to administer the Act and the programs thereunder;

WHEREAS, the Department has been designated as the sole Louisiana state- agency to administer the Medicaid Program;

WHEREAS, pursuant to the Act and the regulations thereunder, a comprehensive plan for the Program has been adopted (the "State Plan");

WHEREAS, under the Louisiana Revised Statutes (R.S. 39:198(D), 39:1551-39:1736) the Department has the authority to enter into this Contract;

WHEREAS, funds have been requested to be included in the Appropriation Bill for the fiscal year ending June 30, 2005 for the purpose of this Contract by the Louisiana Legislature;

WHEREAS, the Department requires certain supporting administrative services as hereinafter provided;

WHEREAS, Unisys Corporation is experienced in the functions to be undertaken by it in this Contract, is equipped to perform promptly, efficiently, and effectively its duties hereunder, and is willing to do so in furtherance of the public interest;

WHEREAS, as a result of a competitive procurement, the Department has selected the Contractor to perform the services specified herein subject to the terms and conditions hereof; and

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, the Department and the Contractor hereby agree as follows:

ARTICLE I-CONTENT OF CONTRACT AND PRECEDENCE A.

Content

The Contract between the Department and the Contractor Fiscal Intermediary shall include:

1. The Agreement and all Appendices
2. The Solicitation for Proposal (SFP) which includes, its Amendments, The Questions and Answers: Addendum Number 1 dated November 7, 2003
Addendum Number 2 dated November 19, 2003
Addendum Number 3 dated December 8, 2003
Addendum Number 4 dated December 9, 2003
Addendum Number 5 dated December 15, 2003
Addendum Number 6 dated December 22, 2003
Addendum Number 7 dated December 23, 2003
Addendum Number 8 dated January 5, 2004
Addendum Number 9 dated January 6, 2004
Addendum Number 10 dated January 8, 2004
Addendum Number 11 dated January 20, 2004
Addendum Number 12 dated January 26, 2004

Added to Amendment 25:

The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Five (25) to the Agreement. To the extent that there is a conflict between Amendment 25 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 25 shall control."

Added to Amendment 24:

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty Four (24) to the Agreement. To the extent that there is a conflict~~

~~between Amendment 24 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 24 shall control.~~

~~Added to Amendment 23:~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Three (23) to the Agreement. To the extent that there is a conflict between Amendment 23 and any prior documents, including the Agreement or any previous amendment thereto, this Amendment 23 shall control.~~

~~Added to Amendment 22:~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-Two (22) to the Agreement. To the extent that there is a conflict between Amendment 22 and any prior documents, including the Agreement or any previous amendment thereto, Amendment 22 shall control.~~

~~Added to Amendment 21~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty-One (21) to the Agreement. To the extent that there is a conflict between this Amendment 21 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 21 shall control. (Amendment 21)~~

~~Added to Amendment 20~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Twenty (20) to the Agreement. To the extent that there is a conflict between Amendment 20 and any prior documents, including the Agreement or any previous amendment thereto, Amendment 20 shall control. (Amendment 20)~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Nineteen (19) to the Agreement. To the extent that there is a conflict between this Amendment 19 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 19 shall control. (Amendment 19)~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Eighteen (18) to the Agreement. To the extent that there is a conflict between this Amendment 18 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 18 shall control. (Amendment 18)~~

~~The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Seventeen (17) to the Agreement. To the extent that there is a conflict between this Amendment 17 and any prior documents, including the Agreement or any previous~~

~~Amendment thereto, this Amendment 17 shall control. (Amendment 17)
The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Sixteen (16) to the Agreement. To the extent that there is a conflict between this Amendment 16 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 16 shall control (Amendment 16). The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Fifteen (15) to the Agreement. To the extent that there is a conflict between this Amendment 15 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 15 shall control (Amendment 15). The Solicitation for Proposal (SFP), which includes its amendments, the Questions and Answers, the Contractor's Proposal, and the modifications made to it by Amendment Fourteen (14) to the Agreement. To the extent that there is a conflict between this Amendment 14 and any prior documents, including the Agreement or any previous Amendment thereto, this Amendment 14 shall control (Amendment 14).~~

3. The Contractor's Proposal

B. Incorporation by Reference

The SFP and the Contractor's Proposal are incorporated into and are made a part of the Contract by reference.

C. Order of Precedence

The Contract shall to the extent possible be construed to give effect to all provisions contained therein; however, where provisions are in conflict, the intent of the parties shall give first priority to provision of the Contract excluding the incorporated SFP and the Proposal; second priority to the provisions of the SFP; and third priority to the provisions of the Proposal.

D. Article and Section Headings

The article and section headings used herein are for reference and convenience only. An article is designated by an upper case Roman numeral. A section is designated by an upper case letter.

ARTICLE II TERM

The Contract shall be effective and binding on the Contractor and the Department upon the approval of DHHS and the Director of State Purchasing, Division of Administration. The effective date of the Contract shall be the day all approvals have been obtained. The Department shall use its best efforts to obtain such approvals as soon as is practicable. The term of this Contract is one hundred-twenty (120)

months, which shall be divided into one period of sixty (60) months [January 1, 2005 through December 31, 2009], immediately followed by five (5) successive twelve (12) month periods [January 1, 2010 through December 31, 2010, January 1, 2011 through December 31, 2011, January 1, 2012 through December 31, 2012, January 1, 2013 through December 31, 2013, and January 1, 2014 through December 31, 2014]. At the end of the first period of the Contract (sixty (60) months, January 1, 2005 through December 31, 2009) the Department shall have the option to separately renew such Contract for each of five (5), twelve (12) month periods [January 1, 2010 through December 31, 2010, January 1, 2011 through December 31, 2011, and January 1, 2012 through December 31, 2012, and January 1, 2013 through December 31, 2013, and January 1, 2014 through December 31, 2014]. **Amendment Number 25 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 25 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2024 through December 31, 2024 (referred to hereinafter as “Extension Year 2024”). (Amendment 25).** ~~Amendment Number 24 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 24 extends the term of the Contract for an addition twelve (12) months encompassing the period of January 1, 2023 through December 31, 2023 (referred to hereinafter as “Extension Year 2023”). (Amendment 24).~~ ~~Amendment Number 23 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 23 extends the term of the Contract for an addition twelve (12) months encompassing the period of January 1, 2022 through December 31, 2022 (referred to hereinafter as “Extension Year 2022”). (Amendment 23).~~ ~~Amendment Number 21 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 21 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2021 through December 31, 2021 (referred to hereinafter as “Extension Year 2021”). (Amendment 21)~~ ~~Amendment Number 19 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 19 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2020 through December 31, 2020 (referred to hereinafter as “Extension Year 2020”) (Amendment 19).~~ ~~Amendment Number 18 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 18~~

~~extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2019 through December 31, 2019 (referred to hereinafter as "Extension Year 2019") (Amendment 18). Amendment Number 17 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 17 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2018 through December 31, 2018 (referred to hereinafter as "Extension Year 2018"). (Amendment 17) Amendment Number 16 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 16 extends the terms of the Contract for an additional twelve (12) months encompassing the period of January 1, 2017 through December 31, 2017 (referred to hereinafter as "Extension of Year 2017"). (Amendment 16) Amendment Number 15 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 15 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2016 through December 31, 2016 (referred to hereinafter as "Extension Year 2015")(Amendment 15). Amendment Number 14 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The parties agree to extend the Contract between the parties for one twelve-month period. This Amendment Number 14 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2015 through December 31, 2015 (referred to hereinafter as "Extension Year 2015")(Amendment 14). Amendment Number 12 to the contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its fifth option to extend the Contract between the parties for one twelve-month option period. This Amendment Number 12 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2014 through December 31, 2014 (referred to hereinafter as "Option Year 2014")(Amendment 12). Amendment 9 to the Contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its fourth option to extend the Contract between the parties for one twelve-month option period. This Amendment 9 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2013 through December 31, 2013 (referred to hereinafter as "Option Year 2013" (Amendment 9).-Amendment Number 8 to the contract shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its third option to extend the Contract between the parties for one twelve-month option period. This Amendment 8 extends the term of the Contract for an additional~~

~~twelve (12) months encompassing the period of January 1, 2012 through December 31, 2012 (Amendment 8). Amendment Number 6 to the Agreement shall be effective and binding on the Department and the Contractor on the date of execution as specified herein. The Department does hereby exercise its second option to extend the Contract between the parties for one twelve-month option period. This Amendment 6 extend the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2011 through December 31, 2011 (Amendment 6 12/17/10). By Amendment Number 3 to the Contract, effective and binding on the Department and the Contractor on the date of execution as specified herein. The Contract shall be extended for one twelve-month option period. This Amendment Number 3 extends the term of the Contract for an additional twelve (12) months encompassing the period of January 1, 2010—December 31, 2010 (Amendment 3).~~ The Contract is subject to DHHS approval, the availability of State and/or Federal funds, and appropriations by the Louisiana Legislature. Whenever it becomes apparent to the Department that State and/or Federal funds will not be available for payment of the Contractor's charges or for payment of claims thereunder, the Department shall give timely written notice thereof to the Contractor and shall make public announcement thereof. In such event, the Contractor may suspend the performance of any or all of the Contractor's obligations under the Contract during such period as such funds are unavailable. Such suspension shall be removed by the Department by written notice to the Contractor when such funds become available. In the event of any such suspension, the Department shall reimburse the Contractor for all reasonable costs incurred by the Contractor as a result of such suspension.

A. Contract Life

The Contract life is from the effective date of the Contract until the date the Contract expires or is terminated, except as otherwise expressed. ~~The Contractor shall begin Phase In as described in Section 2.5 of the SFP on the effective date of the Contract. Phase In shall continue until midnight December 31, 2004.~~

~~After Phase In, beginning January 1, 2005, the Contractor shall perform all other requirements of the SFP for the term of the Contract (Amendment 14 12/30/14).~~

B. Option to Renew

At the end of the first period of the Contract (sixty (60) months, January 1, 2005 through December 31, 2009) the Department shall have the option to separately renew such Contract for each of five (5), twelve (12) month periods (January 1, 2010 through December 31, 2010, January 1, 2011 through December 31, 2011, January 1, 2012 through December 31, 2012, January 1, 2013 through December 31, 2013, and January 1, 2014 through December 31, 2014).

The option to renew shall be based on the Contractor's satisfactory performance (as determined by the Department) during the first period of the Contract (sixty (60) months, January 1, 2005 through December 31, 2009) and the convenience of the Department. At the option of the Department, the Contractor will be required to accept one year renewals of the Contract for no more than five successive years after the December 31, 2009 date, as provided in Article II of this Contract. **By Amendment Number 25 to the Contract, the contract life is extended from January 1, 2024 through December 31, 2024 or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 25)** ~~By Amendment Number 24 to the Contract, the contract life is extended from January 1, 2023 through December 31, 2023 or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 24) By Amendment Number 23 to the Contract, the contract life is extended from January 1, 2022 through December 31, 2022 or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 23) By Amendment Number 21 to the Contract, the contract life is extended from January 1, 2021 through December 31, 2021 or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 21) By Amendment Number 19 to the Contract, the contract life is extended from January 1, 2020 through December 31, 2020, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 19). By Amendment Number 18 to the Contract, the contract life is extended from January 1, 2019 through December 31, 2019, or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 18) By Amendment Number 17 to the Contract, the contract life is extended from January 1, 2018 through December 31, 2018, or until the contract is terminated, in accordance with the terms set forth in the Agreement. (Amendment 17) By Amendment Number 16 to the Contract, the contract life is extended from January 1, 2017 through December 31, 2017, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 16). By Amendment Number 15 to the Contract, the contract life is extended from January 1, 2016 through December 31, 2016, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 15). By Amendment Number 14 to the Contract, the contract life is extended from January 1, 2015 through December 31, 2015, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 14). By Amendment Number 12 to the Contract, the contract life is extended from January 1, 2014 through December 31, 2014, or until the contract is terminated, in accordance with the terms set forth in the Agreement. By Amendment Number 9 to the Contract life is extended from January 1, 2013 through December 31, 2013, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 9). By Amendment Number 8 to the Contract, the contract life is extended from January 1, 2012 through December 31, 2012, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 8 12/07/11). By Amendment Number 6 to the Contract, the contract life is extended from January 1, 2011 through December 31, 2011, or until the contract is terminated, in accordance with the~~

~~terms set forth in the Agreement (Amendment 6). By Amendment Number 3 to the Contract, the contract life is extended from January 1, 2010 through December 31, 2010, or until the contract is terminated, in accordance with the terms set forth in the Agreement (Amendment 3).~~

The Department's decision regarding its option to renew the Contract shall be made in accordance with the provisions of Louisiana R.S. 39:198(0) and not until a public hearing has been held, regarding the option to renew, before the House and Senate committees on Health and Welfare meeting jointly or a joint subcommittee thereof.

ARTICLE III-TERMINATION

The continuation of this contract 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 a contract or if such appropriation is reduced by the veto of the governor or by any means provided in the Appropriation 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 the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

A. Cause(Default)

State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The State may require forfeiture of the performance bond and may seek any other remedies under law.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

B. Convenience

This Section Intentionally Blank (Amendment 14)

~~The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor or such termination or negotiating with the Contractor an effective date.~~

~~The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily (Amendment 14 12/30/14).~~

C. Bankruptcy

The Contract is also subject to termination upon filing a petition under Federal Bankruptcy Law or thirty (30) days after the filing of such petition by or against the Contractor, unless such petition shall have been dismissed during such thirty (30) day period, provided all other provisions of the contract are met or satisfied. If the Contract is terminated under this provision, the performance bond shall be forfeited.

D. Refusal of State to Exercise Option

This Section Intentionally Blank (Amendment 14)

~~The Department may terminate the Contract by refusal to exercise its option to renew. The Department shall notify the Contractor prior to the expiration of the initial or any subsequent periods as to whether or not the Department is going to exercise its option to renew, and in accordance with Louisiana R.S. 39:198.~~

E. Reduction in Services

Should the Department seek to terminate or reduce by five percent (5%) in volume any of the Services rendered hereunder, such reduction shall be subject to an amendment negotiated and agreed to by the parties (Amendment 14).

ARTICLE IV - RIGHTS UPON TERMINATION OR EXPIRATION A.

The Department's Rights

1. In the event the Contract is terminated for any reason, or upon expiration of any of the periods of the Contract, the Department shall retain ownership of the LMMIS. Upon written request from the Department, the Contractor shall provide at no additional cost, within ~~thirty (30) days~~ **ninety (90) days (Amendment 14)** of notice of termination or of

expiration of the Contract, copies of those computer systems programs, files, and documentation (including but not limited to user manuals, work manuals, operations manuals, systems and programming documentation, load modules, required systems libraries and link libraries, and other documentation relating thereto) that are useful to initiation and continued operation of the LMMIS. In the event the termination of the Contract is based on the Contractor's willful or intentional failure to comply with the terms therein, including bad faith actions contributing to such failure, the Contractor shall be required to furnish the Department at no additional cost and immediately upon request, copies of the aforementioned programs, files and documentation. All files, source code, load modules, and required system libraries and link libraries will be turned over to the Department in machine readable form, where applicable, and in good condition.

2. The Contractor shall assist, prior to the expiration or termination of this contract, in the transition to another Contractor as defined in Section 2.12 of the SFP without additional cost to the Department. Additionally, at the option of the Department, the Contractor shall provide, as extra-contractual services, to be paid for separately at negotiated rates not to exceed more than 115% of the actual salaries of those staff requested to provide necessary technical assistance. The period of the extra-contractual services will be for the minimum of three (3) months following expiration of the Contract and for as long as necessary for the purpose of assisting the Department to convert such programs, files and systems described above to the Department designated computer or that of a successor Contractor. Any travel or per diem expenses billed the Department during this extra-contractual period shall be in accordance with the State travel regulations published by the Division of Administration, State of Louisiana.

B. Contractor's Rights

1. In the event the Contract expires or the Contract is terminated for cause, the Department shall pay the Contractor all amounts due for claims paid prior to the effective date of the expiration or termination.
2. In the event the Contract is terminated for convenience by the Department, the Department shall pay the Contractor:
 - a. All amounts due for claims paid prior to the effective date of such termination:
and
 - b. Its reasonable and allowable termination costs determined in accordance with the principles of Title 45 CFR Part 74 and (41 CFR 1.15.105-42), which costs shall include, without limiting the generality of the foregoing, the reasonable costs of terminating orders, subcontracts, employment contracts, and the remaining rental or termination costs under unexpired leases reasonably necessary to the Contractor's

performance under the SFP.

ARTICLE V- Indemnification AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its Control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 the Contractor, its agents, employees, partners or subcontractors in the performance of this contract, ~~without limitation~~ **(Amendment 14)**; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due solely to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ~~without limitation~~ (Amendment 14), from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized modification or alteration of a Product, Material, or Service.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For any claim against the Contractor for any reason, regardless of the theory or basis upon which the claim is made and regardless of any greater liability stated in any

subsidiary document, Contractor's maximum liability under this Amendment for any damages shall be the greater of \$100,000 or the dollar value of this Amendment. 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 back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits or lost institutional operating savings (Amendment 14). ~~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, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. 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 back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits or lost institutional operating savings (Amendment 14).~~

The State 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, and may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ARTICLE VI-ALTERATIONS OF CONTRACT

A. Contract Modifications

Any alterations, variations, modifications or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, ~~duly signed~~ in an amendment, approved and agreed upon by the parties, and attached to the original copy of the Contract (Amendment 14).

No claim for services furnished by the Contractor which are not specifically defined in the Contract will be allowed by the Department. Duly signed and approved shall mean when signed by the Secretary of the Department, the Division of Administration, the duly authorized representative of the Contractor's company, and upon approval of the proper State and Federal agencies.

B. Renegotiation

In the event the laws of the State of Louisiana or the United States or the rules, regulations, and guidelines of any agency of the State or Federal government should be so amended or judicially interpreted as to render infeasible the fulfillment of this Contract on the part of either party, or if any such State or Federal statute or implementing regulation promulgated pursuant thereto should make it mandatory that Contractor furnish a category of Medicaid Program benefits or services not contemplated or considered in establishing the charges herein in order for the Department to be in conformity with said State or Federal Law or regulations issued pursuant thereto, then the appropriate provisions of the Contract shall be renegotiated in good faith by the Department and the Contractor in accordance with State and Federal law and regulations.

C. Omissions

In the event that the Department or the Contractor discovers any material omission in the provisions of the Contract which is believed to be essential to the successful performance of the Contract, each shall inform the other in writing, and the Department and the Contractor shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as shall be necessary to perform the objective of the Contract.

D. Severability

If any provision or item of the Contract or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of the Contract which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of the Contract are hereby declared severable.

ARTICLE VII-DUTIES

A. Contractor Duties

The Contractor shall perform all its responsibilities and services described in the Contract.

B. Department Duties

The Department shall perform all its responsibilities and services described in the Contract.

ARTICLE VIII-ADMINISTRATIVE PROCEDURES

A. Mutual Consent

The Department and Contractor agree that this Contract supersedes all previous contracts, agreements, negotiations, and all other communication between the parties with respect to the subject

matter of this Contract, except those included as part of this Contract or those included as a part of the SFP and the Contractor's Proposal.

The Contract in its composite form shall contain all of the terms and conditions agreed upon by the parties. **The Department and Contractor adopt HMS letters from prior contracts between the parties only insofar as the letters do not conflict with this Amendment. The parties agree that any FIMS letter may be immediately revoked by the Department upon written notice to Contractor, provided, however, that should the revocation cause additional work for Contractor, such work will be subject to a mutually agreed upon amendment. In the event of a conflict, the Department and Contractor will engage in good faith negotiations to resolve the matter. (Amendment 14)**~~No other understandings, oral or otherwise, regarding the subject matter of the Contract, shall be deemed to exist or to bind any of the parties. The Department and Contractor adopt FIMS letters related to the prior contract between the parties only insofar as the letters do not conflict with this contract which includes the SFP and Contractor's Proposal. The parties agree that any FIMS letter may be immediately revoked by the Department upon written notice to Contractor. In the event of a conflict, the Department and Contractor will engage in good faith negotiations to resolve the matter (Amendment 14).~~

B. Notice

Other than notices relating to day to day operations between the Contractor and the Department, all other notices, unless stated otherwise, required or permitted under the Contract shall be effective upon receipt, and shall be delivered in hand and a receipt granted or shall be sent by registered or certified mail, return receipt requested, and addressed to the Secretary of the Department, or the agent designated in this agreement and at the location stated for such purpose by the Department.

Either party hereto may change its address for notice purposes upon ten (10) days written notice to the other given as aforesaid.

C. Books and Records

The Contractor shall maintain books, records, documents, audits, and other evidence pertaining to the Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, without additional expense. At the Department's option, the Contractor shall allow for a reasonable number of persons designated by the Department to inspect, audit, or reproduce such records at the location where the Contractor's records are normally maintained within thirty (30) days of the Department's written request without additional expense to the Department. It is understood by both parties that internal cost records shall remain private but shall be disclosed to the public to the extent required under State and Federal Law.

D. Records Retention

The Contractor shall maintain such records for a period as prescribed in 45 CFR Part 74.53 (B) or three years from the end of the fiscal year within which the services were delivered, whichever is longer. Records involving matters of litigation shall be retained for one (I) year following the termination of such litigation or as prescribed in the preceding sentence, whichever is longer. Upon completion of this contract or if terminated earlier, all records, reports, worksheets and any other material related to this contract shall become the property of the Department.

E. Inspection of Records

The Contractor agrees to make such records available for inspection, audit or reproduction to any representative of the Department, the Legislative Auditor of the State of Louisiana, Division of Administration, the Secretary of the United States Department of Health and Human Services, and/or the Comptroller General of the United States at reasonable times within the required period of retention.

F. Monitoring

The Department has the right to free and uninhibited access to the Contractor's premises to inspect, monitor, or evaluate the work being performed. Further, the Department has the right to demand and obtain access without prior notice to the Contractor.

G. Confidentiality and Security

Non-public information obtained by the Contractor under the Contract will be treated as confidential in accordance with 45 CFR 205.50 and other applicable Federal and State requirements. Information so obtained will not be used in any manner except as necessary for the proper discharge of the Contractor's obligations.

The Federal government and the State require that all information p e r t a i n i n g to recipients, providers, health facilities, and associations shall be treated as confidential. In order to maintain confidentiality and security, the Contractor shall establish, subject to review and approval by the Department, confidentiality rules; security badge procedures, facility access procedures, and procedures including security for electronic data processing facilities as defined in Section 2.6 of the SFP. Contractor shall provide procedures for maintaining records of every query directed against an individual's records, including the identity of persons or organizations making that query if applicable. Any data, regardless of means of recording, compiled under the Medicaid Program may not be released to anyone without written permission from the Secretary of the Department or his designee. Contractor and Contractor personnel shall at all times comply with all security regulations in effect at the Department's premises which are made known in writing by the Department to the Contractor.

~~confidential to the extent permitted by State and Federal Law.~~

Attached hereto, as Appendix A, is a draft of a HIPAA Business Associate Addendum. Contractor will sign the HIPAA, or one substantially similar as drafted by the Department, ~~upon award of the contract~~ **(Amendment 14)**.

H. Resolution of Disputes

Any issues or provisions of the Contract In dispute between the Department and the Contractor which, in the judgment of either party to the Contract, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Department and the Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Those disputes not resolved by agreement shall be decided by the Secretary of the Department, who shall reduce his decision in writing and furnish a copy thereof to the Contractor.

The Contractor may file a complaint with the Division of Administration in accordance with Louisiana R.S. 39:1673 et seq. if it so chooses upon receipt of the Secretary's decision.

During such proceedings, the Contractor shall act in good faith to perform all the duties including those issues in dispute described in the Contract.

I. Hold Harmless Agreement

The Contractor agrees to indemnify, defend, and hold harmless the Department from any claims or liabilities arising out of any breach of the Contract by the Contractor, its agents or employees. **All such indemnities shall be subject to the limitations specified in Article V, above (Amendment 14).**

ARTICLEIX-SUBCONTRACTS

Any subcontracts deemed necessary by the Contractor must have prior written approval from the Department, which approval shall not be unreasonably withheld. The Department will respond to any request for approval hereunder in a timely manner. Notwithstanding any subcontract, the Contractor shall maintain prime responsibility for all services required of the Contractor by the Contract.

When requesting approval for subcontractors(s) and consultants, the Contractor shall provide the Department with letters of agreement, contracts, or some other form of commitment which demonstrates the subcontractor's willingness to undertake its portion of this Contract. In addition, a

Suppliers of rental equipment, maintenance agreements and routine purchase orders necessary for purposes of the Contract shall not be considered subcontractors.

ARTICLE X-INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in performance of the Contract will not act in an independent capacity and not as officers or employees of the State of Louisiana or of the Department, nor shall they hold themselves out to be State employees.

ARTICLE XI-NON-
ASSIGNABILITY

The Contractor shall not assign or delegate "the benefits or the burden of the Contract either in whole or in part or in any other manner without the prior written consent of the Commissioner of Administration. Failure to receive consent of the Commissioner of Administration can result in cancellation of the contract upon a thirty-day notice.

ARTICLE XII – PERSONNEL ASSIGNMENTS

A. Contractor's Employees

The Department reserves the right to require the Contractor to reassign or transfer specified Contractor employees engaged under the Contract. The Department will not exercise such authority unreasonably.

B. Key Personnel

The Contractor will assign key personnel to this project as described in the Proposal.

During the term of the Contract, the Contractor may replace any such key person with an equally qualified person upon the written approval of the Secretary of the Department, according to the terms provided in Section 2.4.4 of the SFP. Such approval shall not be unreasonably withheld. The Department approves Contractor assignment of key personnel proposed by Contractor in its proposal or interviewed by the Department as part of the proposal evaluation process.

ARTICLE XIII-CONTRACTOR'S LIABILITY FOR CLAIMS PAYMENT

The Department agrees to hold harmless the Contractor, its officers, directors, and agents against any liability resulting from any claim paid or denied in good faith by the Contractor if payment action was reasonably taken as a result of or based on information or instructions given to the Contractor by the Department, its authorized employees, or agents.

~~Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020
Amendment 22 (2021) Amendment 23 (2022)
Amendment 24 (2023) Amendment 25 (2024)~~

Payments made to the Contractor under this Contract determined by audit or Department review to be ineligible for reimbursement and for which payment has been made to Contractor shall be reimbursed by the Contractor in cash payments or deducted from future payments to the Contractor by the Department.

The Department acknowledges and agrees that Contractor at all times was and is, for purposes of this Amendment, entitled to rely upon the Department's interpretation of state and federal requirements, laws, rules and regulations when determining claims reimbursements. To the extent that Contractor has followed the Department's instruction; Contractor shall have no liability for erroneous or late payment. For purposes of this Agreement, the Department acknowledges and agrees that Contractor has no obligation to independently interpret the laws, rules and regulations governing the Department's responsibilities to its members, providers, subcontractors, or government officials or agencies (Amendment 14).

ARTICLE XIV-CERTIFICATION GUARANTEE

The Contractor and the Department agree that obtaining and maintaining DHHS certification of the Louisiana MMJS as qualifying for seventy-five percent (75%) FFP is a primary objective of the Contract. Therefore, the Department and the Contractor agree:

- A. The portions of the system operated by Contractor will not adversely affect the federal certification of the overall system. Contractor shall not be responsible for (a) any direction from the Department or the State that adversely affects certification, (b) changes initiated by the Department that adversely affect certification, or (c) adverse effects on certification caused by a combination of the DHH system with those of third parties not in privity of contract with Contractor (Amendment 14). ~~The Contractor will provide and maintain a system that meets the requirements of CMS Pub. 45-II (State Medicaid Manual Part II Medicaid Information System) related to accomplishing objectives and functions equivalent to the MMIS/GSD. The Contractor, contingent upon the State fulfilling its responsibilities related to certification, will provide an operational system that will be federally certifiable for seventy five percent (75%) Federal Financial Participation (FFP) under 42 CFR 433.116 effective January 1, 2005 and throughout the term of the Contract (Amendment 14).~~**
- B. The Contractor will on a timely basis provide all information, data, forms, systems, systems modifications, documentation, correspondence, consultation, and training of Department staff needed to assist the Department in obtaining and/or maintaining DHHS certification of the Louisiana MMIS.
- C. The Contractor shall make every reasonable effort to assist the Department in obtaining ninety percent (90%) FFP for enhancements made to Louisiana MMIS.

ARTICLE XV PROPRIETARY RIGHTS

A. Ownership of the Louisiana MMIS

The Contractor agrees that free of any additional charges, all rights to software, hardware, and source code or modification thereof and associated documentation designed, developed, and installed for the LMMIS is the property of the State of Louisiana except that the U.S. Department of Health and Human Services reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, such software, modifications and documentation. The parties acknowledge that software not developed or designed by Contractor in whole or in part with state or federal funds under this or any other prior agreement between the parties may be proprietary to the Contractor or third parties and that it may not be possible to convey such proprietary software to the Department. When conveyance of title to the Department for software is required, the Contractor will convey to the State the maximum license rights permitted under any third party proprietary software license. Contractor will convey a perpetual non-exclusive personal license to the Department for its use of Unisys proprietary software such as Unisys Health PAS, e-CDI and e-RA. **The parties acknowledge that software not developed or designed by Contractor in whole or in part with state or federal funds under this or any other prior agreement between the parties may be proprietary to the Contractor or third parties and that it may not be possible to convey such proprietary software to the Department. When conveyance of title to the Department for software is required, the Contractor will convey to the State the maximum license rights permitted under any third party proprietary software license. Contractor will convey a perpetual, non-exclusive personal license to the Department for its use of Contractor Proprietary software (Amendment 14).**

B. Project Property, Equipment and Furniture

It is the expressed purpose of the Department to maintain continual operation of the Louisiana MMIS System without interruption at such time termination or expiration of the Contract occurs. The Contractor hereby agrees to the following, at the sole option of the Department subject to approval by the Commissioner of Administration:

1. The Contractor shall make the Department a "sub-lessee" to any or all lease agreements executed by the Contractor for the rental or use of all facilities, movable and immovable property, equipment, and furniture used in the operation of the Louisiana MMIS, or shall be required to negotiate an option for fair and reasonable consideration with any and all lessors to such lease agreements exercisable by the Department to assure such lease or lease agreements extend beyond the termination or expiration date of the Contract.

The duration of such sub-lease or option shall be negotiated between the Contractor and the Department immediately prior to the termination or expiration date of the Contract.

2. The Contractor shall further contract with the Department for the use of all movable or immovable property, equipment, and furniture owned by the Contractor and located in the Parish of East Baton Rouge and used in the operation of the Louisiana MMIS System for fair and reasonable consideration the duration of such Contract to extend beyond the termination or expiration date of the Contract.

The duration of such Contract shall be negotiated between the Contractor and the Department immediately prior to the termination or expiration date of the Contract. If the parties cannot agree then the Office of the Secretary shall decide.

The Contractor shall furnish copies to the Department of all current lease agreements executed by the Contractor for all facilities, movable and immovable property, equipment, and furniture located in East Baton Rouge Parish and used in the operation of the Louisiana MMIS and supply and maintain an updated inventory of such property, equipment and furniture for Departmental purposes. The Contractor shall supply such information within ten (10) business days of execution of the lease agreements or modifications.

ARTICLE XVI-PAYMENT FOR SERVICES

A. Payment Procedure

The Contractor agrees to bill the Department monthly by the tenth day of each month for all billable services as defined in Section 5.2 of the SFP during the preceding calendar month. The Department agrees to authorize and effect payment to the Contractor for all approved services within thirty (30) calendar days after the receipt of the Contractor's invoice. The Department authorizes the Contractor to utilize the documentation requirements for invoicing and payment in effect since April 1, 2004 under the prior contract.

Payments will be made in accordance with the attached Pricing Forms (see Appendix D).

B. Miscellaneous Payment Provisions

1. The Contractor shall agree that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation and identified under the Contractor's actual Federal and State tax identification number.
2. The Contractor shall agree that in consideration for the goods delivered or services performed, the Department shall make all checks payable to the order of the Contractor in the amount as expressed or specified in the contract.
3. The Contractor shall agree that the Contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds and that no liability or obligation for payment

will develop between the parties or to the Department or any official thereof until the Contract has been approved by the DHHS and the Director of State Purchasing, Division of Administration.

C. Withholding in Last Month of Payment

During the transition to a new Contractor, for the last month of the Contract, the Department shall withhold seventy-five percent (75%) of the final payment to the Contractor for a maximum of sixty (60) days from the due date of such amount to ensure that the outgoing Contractor fulfills its contractual obligations, some of which may extend past the term of the Contract, such as the production of all SURS, MARS, and other reports (system and manual) 1099's; and magnetic tapes which must include claims from the last payment cycle for which the Contractor is responsible. In consideration of this clause, it is recognized that the Contractor is not responsible for the production of the aforementioned reports, tapes or optical media for the last payment cycle of the previous Contractor.

ARTICLE XVII - EMPLOYEE CONTRACTS

Except for key personnel as specified in the SFP, the Contractor is prohibited from requiring other employees to enter into any Contract with the Contractor which **explicitly (Amendment 14)** prevents or prohibits these other employees from becoming employees of the State or the successor Contractor.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS A.

Fund Use

No funds provided under the Contract shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority.

B. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that the Contractor or any sub-contractor 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.

C. Civil Rights

The Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees because of color, race, religion, sex,

~~Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020~~
~~Amendment 22 (2021) Amendment 23 (2022)~~
~~Amendment 24 (2023) Amendment 25 (2024)~~

handicap, or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination because of race, color, national origin, or handicap.

D. Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices by the Contractor or the Secretary of the Department, setting forth the provision of the nondiscrimination clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, handicap or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining arrangement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitment under Section 202 of Executive order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

The Contractor shall furnish all information and reports required by Executive Order No.

11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of DHHS and the United States Secretary of Labor for purposes of investigation to ascertain compliance with rules, regulations and orders.

In addition, the Contractor will comply with all provisions of Title V, Section 504 of the Social Security Act in regard to providing of access and employment to the handicapped.

E. Compliance with Energy Policy and Conservation Act

The Contractor shall recognize the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (P.L. 94 163).

F. Compliance with Clean Air and Water Acts

The Contractor shall adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities.

G. Freedom of Choice

The provisions of the Contract shall not alter the right of recipients to the free choice of physician, hospital, or other provider of care, unless such freedom of choice is lawfully restricted by the Department for DHHS. The legal responsibility of providers to patients shall not be affected hereby.

H. Choice of Law

The Contractor agrees to be bound by the laws of the State of Louisiana and the Contract shall be interpreted under Louisiana Law. Any legal proceedings must be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. For the purposes of Federal jurisdiction in any action in which the State of Louisiana or the Department is a party, venue shall be in the United States District Court for the Middle District of the State of Louisiana.

I. Performance Subject to Law

All services under this Contract shall be performed in accordance with applicable Federal and State Laws and regulations in effect at the time such services are provided, and this Contract shall be subject to all such laws and regulations. **The Department acknowledges and agrees that Contractor at all times was and is, for purposes of this Amendment, entitled to rely upon the Department's interpretation of state and federal requirements, laws, rules and regulations when performing under this Agreement. Contractor shall have no liability for issues directly arising from compliance with Department's instructions or directives. For purposes of this Agreement, the Department acknowledges and agrees that Contractor has no obligation to independently interpret the laws, rules and regulations governing the Department's receipt or use of these Services (Amendment 14).**

ARTICLE XIX GUARANTEES AND WARRANTIES

A. PerformanceBond

1. Within ten (10) calendar days of the effective date of the Contract, the Contractor shall procure, submit to the Department and maintain a performance bond for the Contract life to secure its performance under the Contract in the amount of six million dollars (\$6,000,000). The bond must be obtained from an agent licensed to do business in Louisiana, with all fees current, and appearing on the U.S. Treasury's list of approved sureties.
2. In the event the Department exercises any option to renew beyond December 31, 2009, the surety shall be granted the right to review the extension of the performance bond, reserving full rights to extend at each instance of extension of the Contract. Refusal of such surety to extend will not relieve the Contractor of its obligation to procure and maintain the performance bond as described above.
3. The performance bond shall be forfeited under the following circumstances;
 - a. If the Contract is terminated during the Contract life for cause or default.
 - b. If the Contract is terminated during the Contract life for bankruptcy as provided in Article IU. Section C of this Contract.
4. The performance bond shall not be forfeited if the Contract is terminated during the Contract life for convenience of the Department.

B. WarrantyAgainstCostDisclosure

This Section Intentionally Blank (Amendment 14)

~~The Contractor warrants that it has not discussed or disclosed price or cost data with the Department or other bidders prior to the public opening of the Proposal and that all price and/or cost data have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor. The Contractor also warrants that it has not and will not make any attempt to induce any other person or firm to submit or not to submit a quotation for the purpose of restricting competition (Amendment 14).~~

C. Warranty Against Brokers Fees

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

D. Warranty to Comply with State and Federal Regulations

The Contractor warrants that it shall comply with all requirements of the SFP and all State and Federal regulations as they exist at time of Contract and as subsequently amended. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability.

E. Warranty of Removal of Conflict of Interest

The Contractor warrants that it, its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of its services hereunder. The Contractor further warrants that in the performance of this Contract, the Contractor shall periodically inquire of its officers, members, and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Department. The Contractor shall warrant that it shall remove any material conflict of interest prior to the signing of the Contract.

F. Warranty of Non-Collusion

The Contractor warrants that it has not entered into any arrangement or agreement with any other bidder or any public officer of the State of Louisiana in which the Contractor has offered or given or is to offer or give another bidder or public officer any sum of money or anything of value. Furthermore, the Contractor has not entered into any arrangement or agreement with any other bidder or bidders which could lessen or destroy free competition in awarding the Contract. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability.

G. Patent and Other Proprietary Right Indemnity

Contractor warrants that all materials and/or products ~~produced~~ **provided by Contractor (Amendment 14)** here under shall not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. **Materials originally owned by the Department or another entity shall not be subject to this warranty (Amendment 14).** In the event of any claim by any third party against the Department the Department shall promptly notify the Contractor after becoming aware of such a claim, and the Contractor shall defend such claim, in the Department's name, but at the Contractor's expense and shall indemnify and hold harmless the Department against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. The Department agrees to fully cooperate with the Contractor in the defense of any such action and recognize that Contractor shall have full control of any defense or settlement of the claim.

H. Warranty of Software Compliance

The Contractor shall warrant that at the end of the contract period, or at any time during the contract period, upon written request of the Department, the Contractor shall turn over to the Department all software programs created in connection with this contract or supplied to the Contractor by the Department. Additionally, the Contractor shall provide the Department with all supporting documentation which shall include at minimum following information:

- A printed copy of the program design including programming notes and comments,
- A printed instruction guide which clearly and completely explains all functions of the software programs.

ARTICLE XX-PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

A. Delays and Waivers

The Secretary of the Department or his designee may by written notice waive or delay the imposition of any and all liquidated damages as to the breach of a particular obligation, if in the

Secretary's or his designee's opinion the events causing the Contractor to be liable for any liquidated damage or liquidated damages were beyond the control of the Contractor. The Secretary of the Department or his designee shall be the sole determiner of such delays and/or waivers and shall exercise this authority in the best interest of the State. Review of this decision shall be in accordance with the Resolution of Disputes as provided for in Article III, Section H of this Agreement.

B. Liquidated Damages

Performance standards and their related liquidated damages are defined in Section 2 of the SFP. The Department may assess liquidated damages or may pursue any other contract remedy available to the Department whenever the Contractor or its subcontractor fails to achieve an individual performance standard. If the Department assesses liquidated damages, any failure to meet a performance standard set forth under any of the subparagraphs of 2.10.2 will be assessed only those liquidated damages set forth in the same subparagraph. Any liquidated damages specified under other 2.10.2 subparagraphs shall not apply.

C. Deduction of Liquidated Damages from Payments or Payment of Liquidated Damages

Amounts due the Department as liquidated damages may be deducted by the Department from any money payable to the Contractor pursuant to this Contract or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. Liquidated damages will be applied in the month after determination of the performance standard violation finding by the Department.

D. Amount at Risk

The maximum amount at risk to Contractor for any and all liquidated damages, regardless of cause, shall be five percent (5%) of the total monthly charges for all months from the time of the occurrence leading to the liquidated damages until the time of the final resolution is reached (Amendment 14).

ARTICLE XXI-DESIGNATED AGENT

A. **The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana. (Amendment 25)** ~~The agent designated by the Department for receipt of notices regarding the day to day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 1201 Capitol Access Road , Baton Rouge, Louisiana.~~

B. **The agent designated by the Contractor for the receipt of notices regarding the day-to-day**

operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809. (Amendment 25) The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Norm Nichols ~~Thomas Canine (Amendment 14)~~ whose address is 8591 United Plaza Blvd, Suite 100, Baton Rouge, La 70809.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day and year first set forth above.

Added with Amendment 25:

3. Article XXI – Designated Agent, is deleted in its entirety and replaced as follows:–

- A. The agent designated by the Department for receipt of notices regarding the day-to-day operations between the Contractor and the Department shall be the Director of the Bureau of Health Services Financing whose address is 628 North 4th Street, Room 769, Baton Rouge, Louisiana.
- B. The agent designated by the Contractor for the receipt of notices regarding the day-to-day operations between the Department and the Contractor shall be Tom Mologianes, AGM, whose address is 8591 United Plaza Blvd., Suite 100, Baton Rouge, LA 70809.

4. With the execution of Amendment 25, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2024:

LDH Billing Schedule	Base Ops	PAI Project	FDB Medicaid / Drug Rebate Module	Total
Jan-24	\$4,153,022	\$39,390	\$27,009	\$4,219,421
Feb-24	\$4,153,022	\$39,390	-	\$4,192,412
Mar-24	\$4,153,022	\$39,390	-	\$4,192,412
Apr-24	\$4,153,022	\$39,390	-	\$4,192,412
May-24	\$4,153,022	\$39,390	-	\$4,192,412
Jun-24	\$4,153,022	\$39,390	-	\$4,192,412
Jul-24	\$4,153,022	\$39,390	-	\$4,192,412
Aug-24	\$4,153,022	\$39,390	-	\$4,192,412
Sep-24	\$4,153,022	\$39,390	-	\$4,192,412
Oct-24	\$4,153,022	\$39,390	-	\$4,192,412
Nov-24	\$4,153,022	\$39,390	-	\$4,192,412

Dec-24	\$4,153,022		\$39,390	-	\$4,192,412
Total	\$49,836,264		\$472,680	\$27,009	\$50,335,953

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e., postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs

Large mailings, those more than 500 pieces, will be priced according to the following schedule:

<u>No. of Pages in Mailing*</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <small>(9 x 13 inches)</small>
<u>One (1)-page mailing</u>	<u>\$0.99549</u>	<u>\$1.86937</u>
<u>Two (2)-page mailing</u>	<u>\$1.00380</u>	<u>\$1.88613</u>
<u>Three (3)-page mailing</u>	<u>\$1.02868</u>	<u>\$2.19129</u>
<u>Four (4)-page mailing</u>	<u>\$1.03527</u>	<u>\$2.20804</u>
<u>Five (5)-page mailing</u>	<u>\$1.06186</u>	<u>\$2.22480</u>

** Applies to mailings greater than 500 pieces*

Pricing includes:

7. Supplies – paper, toner, envelope, and mail machine ink
8. USPS postage costs
9. Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing

The above pricing assumes:

5. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,
 6. Any mail outs exceeding 5 pages will be printed separately.
5. With the execution of this Amendment Number 25, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services

levels for the services affected, but service credits will not be available for such service.

6. With the execution of this Amendment Number 25, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.
7. With the execution of Amendment Number 25, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck was terminated March 2023 and replaced by ClaimsXten.
8. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 25 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 25 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty-Four (24) to the Agreement.
9. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.
10. With the execution of Amendment Number 25, the Contractor and the Department agree to terminate the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services.
11. With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services.

12. With the execution of Amendment Number 25, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS' National Correct Coding Initiative (NCCI).
13. With the execution of Amendment Number 25, the Contractor and the Department agree to a continued requirement of electronic submission for all prior authorization requests and supporting information be submitted via e-PA.
14. With the execution of Amendment Number 25, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial.
15. With the execution of Amendment Number 25, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice.
16. With the execution of Amendment Number 25, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.
17. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.
18. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall provide an updated schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2024, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.
19. With the execution of Amendment Number 25, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for an additional twelve (12) month period beyond December 31, 2024 (i.e., January 1, 2025 through December 31, 2025),

based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations and PAI Maintenance and Operations will not increase through that one (1) twelve (12) month extension. Notwithstanding the foregoing, in April 2024 the parties will review the Consumer Price Index for All Urban Consumers (“CPI-U”) “Unadjusted 12 Months Rate” for “All Items” for the 12 month period ending March 31, 2024 as prepared by the U.S. Bureau of Labor Statistics (the “Inflation Rate”) to evaluate pricing for the extension period of January 1, 2025 through December 31, 2025. In the event that the Inflation Rate is greater than 3% (three percent) or less than 0% (zero percent), the parties agree to negotiate in good faith to determine an appropriate pricing adjustment (if any) for the extension period of January 1, 2025 through December 31, 2025. The parties recognize that the review of the Inflation Rate may result in an increase in pricing, a decrease pricing, or no change to pricing.

20. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department.

The Contractor shall:

- a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include:
 - i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover.
 - ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available.
 - iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available.
 - iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.
- b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.
- c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:
 - i. Claims processing data entry.
 - ii. Computer operations, including cycle monitoring procedures.
 - iii. Controls and balancing procedures.
 - iv. Exception claims processing.

- v. Other manual procedures.
- vi. Quality Control and Quality assurance procedures.
- vii. Documentation of the design change request and system development life cycle methodology.
- viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.
- ix. Use of reporting tools across the MMIS System's multiple platforms.
- d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.
- e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.
- f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty-five (45) calendar days prior to the turnover date.
- g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.
- h. Maintain staffing levels required during and until the entire turnover process is complete.
- i. Designate full-time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.
- j. Not restrict staff from becoming employees of the successor contractor. The possible transition of Gainwell employees to successor contractor will be coordinated with Gainwell management to ensure the transition does not negatively impact Gainwell's ability to deliver under the Contract.
- k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.
- l. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time under a separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the

Contractor shall provide the Department with all reasonably related technical advice and assistance on request.

21. With the execution of Amendment Number 25, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.
22. Provider Updates and Pharmacy Preferred Drug Lists will be distributed through www.LAMedicaid.com.
23. Gainwell will ensure MMIS EDI transactions are HIPAA compliant and follow the published standards located at https://www.lamedicaid.com/Provweb1/HIPAA/5010v_HIPAA_Index.htm. If a transaction is found to be out of published standards, LDH will submit an ECHO for research and correction.
24. Requests from the Governor of the State of Louisiana, Louisiana Legislative Auditor (LLA) and/or the Louisiana Attorney General (AG) will be responded to within one business day, unless the request requires offsite record retrieval. General LDH requests will be responded to within three business days unless the request requires offsite record retrieval. For failure to meet the above guidelines, Contractor will be assessed liquidated damages of one hundred dollars (\$100) per occurrence.
25. For any LDH requests requiring offsite record retrieval, Contractor agrees to respond with data and documentation within seven business days of request.
26. Gainwell will be assessed the following liquidated damages if a Managed Care Entity (MCE) data file is transmitted or downloaded by the incorrect MCE. Liquidated damages for this type of error will be assessed at one hundred dollars (\$100) per occurrence. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.
27. For non-EDI transactions, Gainwell will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) for each occurrence of a HIPAA violation resulting from Gainwell's actions. This penalty applies to an identified occurrence (security event) and is not influenced by the number of impacted members.

All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged

and in full force and effect.

Added with Amendment 24:

3. ~~With the execution of Amendment 24, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2023:~~

LDH Billing Schedule	Base Ops	JSURS- Decommission	Prov Mgmt.- M&O	PAI Project	FDB-Medicaid /Drug Rebate Module	Total
Jan-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$ 25,975	\$4,588,855
Feb-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Mar-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Apr-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
May-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Jun-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Jul-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Aug-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Sep-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Oct-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Nov-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Dec-23	\$4,234,270	\$(50,250)	\$ 339,470	\$ 39,390	\$	\$4,562,880
Total	\$50,811,240	\$(603,000)	\$4,073,640	\$472,680	\$25,975	\$54,780,535

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service- Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e, postage for special mailings to providers and/or recipients more than 500 pieces)	January thru- December	Actual amount- of excess postage- costs

~~Large mailings, those more than 500 pieces, will be priced according to the following schedule:~~

<u>No. of Pages in Mailing*</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <small>(9 x 12 inches)</small>
<u>One (1) page mailing</u>	<u>\$0.98549</u>	<u>\$1.85937</u>
<u>Two (2) page mailing</u>	<u>\$0.99380</u>	<u>\$1.87613</u>

Three (3) page mailing	\$1.01868	\$2.18129
Four (4) page mailing	\$1.03527	\$2.19804
Five (5) page mailing	\$1.05186	\$2.21480

** Applies to mailings greater than 500 pieces*

Pricing includes:

- ~~10. Supplies—paper, toner, envelope, and mail machine ink~~
- ~~11. USPS postage costs~~
- ~~12. Labor costs for printer & folding setup, printing, inserting, postage metering, and mailing~~

The above pricing assumes:

- ~~7. All mailings will be printed internally, folded, and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges,~~
 - ~~8. Any mail-outs exceeding 5 pages will be printed separately.~~
- ~~4. With the execution of this Amendment Number 24, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.~~
- ~~5. With the execution of this Amendment Number 24, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor's proprietary or confidential information to successor contractors or other third parties. In no event shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.~~
- ~~6. With the execution of Amendment Number 24, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate March 2023 and will be replaced by Claims Xten.~~

- ~~7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 24 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 24 shall replace and completely supersede the Exhibit A that was attached to Amendment Twenty Three (23) to the Agreement.~~
- ~~8. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The Contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise and provide historical context.~~
- ~~9. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment Twenty (20) with respect to revalidating Fee For Service (FFS) and enrolling Managed Care providers.~~
- ~~10. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.~~
- ~~11. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services. The Department will not be responsible for payment for such services until the PAI Operations and Maintenance phase begins, which commences upon approval of the “3rd Party Vetting Process” document by both parties.~~
- ~~12. With the execution of Amendment Number 24, the Contractor and the Department agree to extend the terms and conditions of Amendment 23 requirements for CMS’ National Correct Coding Initiative (NCCI).~~
- ~~13. With the execution of Amendment Number 24, the Contractor and the Department agree to implementation of electronic submission for all prior authorization requests and supporting information via e-PA. Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.~~
- ~~14. With the execution of Amendment Number 24, the Contractor and the Department agree to require providers to include completed cover sheets for all hardcopy crossover~~

~~claims to align with Medicare Advantage requirements. If a hardcopy crossover claim does not include the required cover sheet, the Contractor shall adjudicate such claim through MMIS and report it back to the provider on the Remittance Advice as a claim denial. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.~~

~~15. With the execution of Amendment Number 24, the Contractor and the Department agree to require only NPIs of the rendering and billing providers on paper claims, in accordance with Electronic Data Interchange (EDI) submission requirements. The Contractor shall adjudicate such claim through the MMIS and report it back to the provider on the Remittance Advice. Provider communication will be developed and posted to LaMedicaid.com by October 1, 2022.~~

~~16. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall develop fillable PDF enrollment packets that can be printed and submitted via hardcopy, if the provider desires. The fillable PDF enrollment packet will be available on LaMedicaid.com. Provider communication will be developed and posted to LaMedicaid.com by January 1, 2023.~~

~~17. With the execution of Amendment Number 24, the Contractor and the Department agree that all provider enrollment documentation submitted electronically on or after January 1, 2023, shall be stored electronically. Provider enrollment applications and other documents submitted via hardcopy shall continue to be stored hardcopy.~~

~~18. With the execution of Amendment Number 24, the Contractor and the Department agree to decommission JSURS effective December 31, 2022.~~

~~19. With the execution of Amendment Number 24, the Contractor and the Department agree that 2.6.3.1(5) of the SFP is amended and restated as follows:~~

~~“Provide twice weekly (at least two (2) pickups per week) courier services to and from all Department central office sites and other delivery sites in East Baton Rouge Parish as designated by the Department.”~~

~~20. With the execution of Amendment Number 24, the Contractor and the Department agree to allow Contractor to notify and migrate electronic claims submitters from the Bulletin Board System (BBS) to the Secure File Transfer Protocol (SFTP). Provider communication will be developed and posted to LaMedicaid.com beginning October 1, 2022.~~

~~21. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall direct providers to download the Provider Training~~

~~Manuals from LaMedicaid.com. Contractor will send hard copies of Provider Training Manuals via USPS, upon request.~~

- ~~22. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall provide a preliminary schedule of the costs for each of the remaining technical requirement areas within the base operations. Such schedule shall be provided to the Department no later than March 31, 2023, and will be utilized in negotiating a price reduction for base operations as each technical requirement area is transitioned from the Contractor. The parties understand that such price reductions will be determined in accordance with 45 CFR Part 75, Subpart E, taking into consideration other factors that may impact pricing, such as: ongoing support of related data, interface requirements, gaps related to current functionality and procured functionality, and impact on other technical requirement areas.~~
- ~~23. With the execution of Amendment Number 24, the Contractor and the Department agree that, if the Department exercises its option to extend the Contract for additional twelve (12) month periods beyond December 31, 2023, based on a consistent level of scope/service delivery, the cost for each of the remaining technical requirement areas within the base operations, Provider Management Maintenance and Operations, and PAI Maintenance and Operations will not increase through the next two (2) twelve (12) month extensions.~~
- ~~24. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall comply with the requirements set forth herein during the turnover of the technical requirement areas within the base operations, Provider Management Maintenance and Operations, PAI Maintenance and Operations, and/or other services provided for under this Contract, at no additional cost to the Department.~~

~~The Contractor shall:~~

- ~~a. Provide a Turnover Plan to the Department for review and approval within ninety (90) calendar days after receipt of notification of intent to turnover specified services. This Turnover Plan shall include:-~~
- ~~i. A proposed plan of turnover activities, including, but not limited to, tasks and sub-tasks and schedule for turnover.~~
 - ~~ii. Proposed procedures for updating the production environments and documentation during turnover, leveraging existing documentation where available.~~
 - ~~iii. A breakdown of processing steps performed, staffing, equipment facility consumption, workloads (staffing ratios), and standard procedures, leveraging existing documentation where available.~~
 - ~~iv. Any additional information that the Department, determines is necessary to effect a smooth turnover.~~

- ~~b. Deliver an updated turnover plan to the Department after the selection of a successor contractor, if it is other than the incumbent, within ninety (90) calendar days after a written request from the Department.~~
- ~~c. Provide training to the successor Contractor's management in the use, operation, and maintenance of the LMMIS computer programs, policies, and procedures. Such training must be completed at least two (2) months prior to the specified turnover date. Training shall include:

 - ~~i. Claims processing data entry.~~
 - ~~ii. Computer operations, including cycle monitoring procedures.~~
 - ~~iii. Controls and balancing procedures.~~
 - ~~iv. Exception claims processing.~~
 - ~~v. Other manual procedures.~~
 - ~~vi. Quality Control and Quality assurance procedures.~~
 - ~~vii. Documentation of the design change request and system development life cycle methodology.~~
 - ~~viii. All Software applications used by the Department to aid in maintaining ad hoc and special reporting.~~
 - ~~ix. Use of reporting tools across the MMIS System's multiple platforms.~~~~
- ~~d. Perform a comprehensive assessment of all relevant LMMIS documentation. This documentation assessment shall be completed and delivered to the Department no later than twelve (12) months before the specified turnover date. The Contractor shall update any documentation that is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the turnover date.~~
- ~~e. Transfer to the successor contractor all unprocessed LMMIS online and paper documents with transmittal sheets indicating contents, the exact status of each document, and the remaining activities for completion within five (5) business days after receiving a request from the Department, or as otherwise directed by the Department.~~
- ~~f. Provide the successor contractor with a comprehensive list of all inventories and historical inventory usage rates no later than forty five (45) calendar days prior to the turnover date.~~
- ~~g. Transfer all software, files, programs, and documentation to the successor contractor within five (5) business days of receiving a request from the Department, or as otherwise directed by the Department.~~
- ~~h. Maintain staffing levels required during and until the entire turnover process is complete.~~
- ~~i. Designate full time and backup Project managers to provide management and control of the Contractor's turnover assistance until the process is complete.~~
- ~~j. Not restrict staff from becoming employees of the successor contractor.~~
- ~~k. The Department shall maintain full ownership of all non-third party LMMIS application software and all systems and operations documentation used~~

~~pursuant to this Contract without cost to the Department. The Contractor may retain ownership of all hardware.~~

- ~~1. Immediately upon expiration or termination of the Contract or at an earlier date if required by the Department, the Contractor shall allow access to and provide requested training in the operation of any and all aspects of the LMMIS including hardware to the Department for a reasonable period of time under a separate agreement with the same terms and conditions as the expired or terminated Contract to allow the Department to obtain the necessary, equivalent services without interruption from its own resources or from another Contractor. In addition, the Contractor shall provide the Department with all reasonably related technical advice and assistance on request.~~

~~25. With the execution of Amendment Number 24, the Contractor and the Department agree that the Contractor shall not undertake any non-emergency upgrades, downgrades, or relocation of hardware and/or other equipment utilized in connection with this Contract, including, but not limited to, the data center, without prior written permission from the Department. Said permission shall not be unreasonably withheld.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

Added with Amendment 23:

- ~~3. With the execution of Amendment 23, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2022:~~

LDH Billing Schedule	Base Ops (incl. Legacy Prov. Enroll)	Prov Mgmt. M&O	PAI Project	FDB- Medicaid / Drug Rebate Module	Total
January 2022	\$4,107,582	\$326,215	\$37,852	\$25,000	\$4,496,649
February 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
March 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
April 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
May 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
June 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
July 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
August 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
September 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
October 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648

~~Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020
Amendment 22 (2021) Amendment 23 (2022)
Amendment 24 (2023) Amendment 25 (2024)~~

November 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
December 2022	\$4,107,582	\$326,215	\$37,851	\$————	\$4,471,648
Total	\$49,290,984	\$3,914,580	\$454,213	\$25,000	\$53,684,777

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e, postage for special mailings to providers and/or recipients more than 500 pieces)	January thru December	Actual amount of excess postage costs

No. of Pages in Mailing*	#10 Envelope	Flat Envelope (9 x 12 inches)
One (1) page mailing	\$0.86813	\$1.70813
Two (2) page mailing	\$0.87627	\$1.72440
Three (3) page mailing	\$0.90067	\$2.02067
Four (4) page mailing	\$0.91693	\$2.03693
Five (5) page mailing	\$0.93320	\$2.05320

~~*—Applies to mailings greater than 500 pieces~~

~~All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require separate pricing.~~

- ~~4. With the execution of this Amendment 23, Contractor and the Department agree that in the event that the service requirements are affected by other vendors due to incorrect files, the Contractor shall use commercially reasonable efforts to continue to meet services levels for the services affected, but service credits will not be available for such service.~~
- ~~5. With the execution of this Amendment Number 23, the Contractor agrees to provide transition and phase-in support to the Department at a mutually agreed-upon price and schedule as it moves forward with the replacement of its Medicaid Fiscal Intermediary services and data by shifting from the current MMIS system provided by Contractor to a modularized MMIS infrastructure. The Department shall not provide, and shall not require the Contractor to provide, the Contractor’s proprietary or confidential information to successor contractors or other third parties. In no event~~

~~shall the Contractor be liable for errors or omissions caused by or originating from any replacement MMIS modules that interface with or are relied upon by the current MMIS system provided by Contractor unless such replacement MMIS modules are also provided by the Contractor.~~

- ~~6. With the execution of Amendment Number 23, the Contractor and the Department agreed to extend the terms and conditions of Amendment One (1) for McKesson ClaimCheck executed on August 5, 2009, Amendment Five (5) for HIPAA Standards 5010 and NCPDP D.0/3.0 implementation and operation executed on August 31, 2010, and Amendment Eleven (11) for the implementation and operation of the ICD-10CM and ICD-10 PCS Crosswalk Solution executed on October 25, 2013. ClaimCheck will terminate June, 2022 and will be replaced by Claims Xten.~~
- ~~7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 23 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 23 shall replace and completely supersede the Exhibit A that was attached to Amendment 21 to the Agreement.~~
- ~~8. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise are planned, development, implemented and maintained by engaging in discussion and providing historical context.~~
- ~~9. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment (20) with respect to revalidating Fee For Service (FFS) and enrolling Managed Care providers.~~
- ~~10. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment 21 with respect to provider enrollment maintenance and operations services. The Department will not be responsible for payment for such services until the provider enrollment Maintenance and Operations phase begins.~~
- ~~11. With the execution of Amendment Number 23, the Contractor and the Department agree to extend the terms and conditions of Amendment 22 with respect to the Patient Access and Interoperability (PAI) solution and related services.~~
- ~~12. With the execution of Amendment Number 23, the Contractor agrees to comply with~~

~~all applicable requirements for CMS' National Correct Coding Initiative (NCCI), which promotes national correct coding methodologies and reduces improper coding which may result in inappropriate payments of Medicare Part B claims and Medicaid claims. In accordance with the Patient Protection and Affordable Care Act, compatible NCCI methodologies must be incorporated in the Department's systems for processing Medicaid claims. The Contractor, as the Department's Fiscal Intermediary, shall implement and use compatible NCCI methodologies in paying applicable Medicaid claims~~

~~13. With the execution of Amendment 23, the Contractor shall:~~

- ~~a. Comply with all Federal and State laws, rules, regulations, policies, procedures, and manuals related to Medicaid NCCI files and/or the secure RISSNET portal.~~
- ~~b. Limit disclosure of the Medicaid NCCI files posted on the secure RISSNET portal to only those responsible for the implementation of the quarterly state Medicaid NCCI edit files.~~
- ~~c. After the start of the new calendar quarter, disclose only non-confidential information contained in the Medicaid NCCI edit files that is also available to the general public found on the Medicaid NCCI webpage.~~
- ~~d. Agree to use any nonpublic information from the quarterly state Medicaid NCCI edit files only for any business purposes directly related to the implementation of the Medicaid NCCI methodologies in the State.~~
- ~~e. Not publish or otherwise share any new, revised, or deleted Medicaid NCCI edits with individuals, medical societies, or any other entities except a Contracted Party prior to the posting of the Medicaid NCCI edits on the Medicaid NCCI webpage. Contracted Parties is defined as the Contractor, the Department's contracted Medicaid managed care entities, and any contractor or subcontractor (including COTS software vendors) that assists with implementation of claims processing or encounter data, and who must use the Medicaid NCCI files posted on the secure RISSNET portal for processing purposes.~~
- ~~f. Not implement new, revised, or deleted Medicaid NCCI edits prior to the first day of the calendar quarter.~~
- ~~g. Not release additional information for selected individual edits or limited ranges of edits from the files posted on the secure RISSNET portal without prior written approval from the Department.~~
- ~~h. Be subject to the imposition of penalties of no more than \$2,500 per violation, and up to and including loss of contract or subcontract, for violation of any provision relating to use of the secure RISSNET portal edit files or disclosure of related information. Notwithstanding the foregoing: (i) the maximum annual penalty amount in the case of violations caused by gross negligence or willful neglect shall be \$500,000, and (ii) the maximum annual penalty amount in the case of all other violations shall be \$250,000. For the purposes of this Section 13(h), a "violation"~~

~~shall be defined as a single event or action and shall not be calculated on a per record disclosed or other occurrence basis.~~

- ~~i. Ensure that its contractor or subcontractor (including COTS software vendors) that must use the Medicaid NCCI files posted on the secure RISSNET portal to assist with processing claims or encounter data complies with the requirements set forth herein in items a through h above.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

Added with Amendment 22:

- ~~2. With the execution of Amendment 22, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2021.~~

Month of Service	Base Operational Services & Existing Provider Enrollment Services	Enhanced Provider Management Operations	Patient Access and Interoperability (PAI) Amount	Total
January, 2021	\$4,027,041	\$569,396	-	\$4,596,437
February, 2021	\$4,027,041	\$569,396	-	\$4,596,437
March, 2021	\$4,027,041	\$569,396	-	\$4,596,437
April, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
May, 2021	\$4,027,041	\$569,396	\$166,666.66	\$4,763,103.66
June, 2021	\$4,027,041	\$569,396	\$166,666.67	\$4,763,103.67
July, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
August, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
September, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
October, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
November, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
December, 2021	\$4,027,041	*\$326,215	\$37,851.43**	\$4,391,107.43
Total	\$48,324,492	\$5,373,666	\$727,108.58	\$54,425,266.58

* Per Amendment 21, the Contractor will not bill LDH until the provider enrollment Maintenance and Operations phase begins.

** Per this agreement, the Contractor will not bill LDH until the PAI Maintenance and Operations phase begins.

- ~~3. With the execution of Amendment 22, the Department is engaging the Contractor to obtain compliance with the 21st Century CURES Act and the Interoperability and Patient Access Final Rule by making patient claims/encounter, provider directory, and formulary data available to beneficiaries, as set forth in Exhibit A, which is attached hereto and made a part hereof.~~

Added with Amendment 21:

3. ~~With the execution of this Amendment Number 21, Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2021:~~

2021	Base-Operational Services	Existing-Provider-Enrollment Services	Enhanced-Provider-Management-Operations (**)	Total
January, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
February, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
March, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
April, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
May, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
June, 2021	\$ 3,985,041	\$ 42,000	\$ 569,396	\$ 4,596,437
July, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
August, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
September, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
October, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
November, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
December, 2021	\$ 3,985,041	\$ 42,000	**\$ 326,215	\$ 4,353,256
—Total	\$47,820,492	\$504,000	**\$5,373,666	\$-53,698,158

~~** Per this agreement, the Contractor will not bill LDH until the Maintenance and Operations phase begins.~~

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (existing mailings, i.e., postage for special mailings to providers and/or recipients less than 500 pieces)	January thru December	Actual amount of excess postage costs

<u>Provider/Recipient Mailings *</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <i>(9 x 13 inches)</i>
<u>One (1) page mailing</u>	<u>\$0.86813</u>	<u>\$1.70813</u>
<u>Two (2) page mailing</u>	<u>\$0.87627</u>	<u>\$1.72440</u>
<u>Three (3) page mailing</u>	<u>\$0.90067</u>	<u>\$2.02067</u>
<u>Four (4) page mailing</u>	<u>\$0.91693</u>	<u>\$2.03693</u>
<u>Five (5) page mailing</u>	<u>\$0.93320</u>	<u>\$2.05320</u>

* *Applies to mailouts greater than 500 pieces*

All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require separate pricing.

Added with Amendment 20:

2. With the execution of Amendment 20, the Contractor and the Department agree to a modified fixed payment schedule as follows for Extension Year 2020. This Amendment is limited to the first three (3) months of the Provider Management Services, as outlined in Exhibit A.

<u>Month of Service</u>	<u>Amount (Unlimited Transactions)</u>
<u>January, 2020</u>	<u>\$3,985,041.00</u>
<u>February, 2020</u>	<u>\$3,985,041.00</u>
<u>March, 2020</u>	<u>\$3,985,041.00</u>
<u>April, 2020</u>	<u>\$3,985,041.00</u>
<u>May, 2020</u>	<u>\$3,985,041.00</u>
<u>June, 2020</u>	<u>\$3,985,041.00</u>
<u>July, 2020</u>	<u>\$3,985,041.00</u>
<u>August, 2020</u>	<u>\$3,985,041.00</u>
<u>September, 2020</u>	<u>\$3,985,041.00</u>
<u>October, 2020*</u>	<u>\$4,554,437.00</u>
<u>November, 2020*</u>	<u>\$4,554,437.00</u>
<u>December, 2020*</u>	<u>\$4,554,437.00</u>
<u>Total</u>	<u>\$49,528,680.00</u>

* Pricing modified to add Provider Management Enhancement Phase 1 costing as identified in Exhibit A. Provider Management pricing is \$569,396 per month.

The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for

unlimited transactions. (Amendment 20)

Added with Amendment 19:

With the execution of this Amendment Number 19, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2020:

Month of Service	Amount (Unlimited- Transactions)
January, 2020	\$3,985,041.00
February, 2020	\$3,985,041.00
March, 2020	\$3,985,041.00
April, 2020	\$3,985,041.00
May, 2020	\$3,985,041.00
June, 2020	\$3,985,041.00
July, 2020	\$3,985,041.00
August, 2020	\$3,985,041.00
September, 2020	\$3,985,041.00
October, 2020	\$3,985,041.00
November, 2020	\$3,985,041.00
December, 2020	\$3,985,041.00
Total	\$47,820,492.00

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs
Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1) page mailing	\$0.84813	\$1.68813
Two (2) page mailing	\$0.85627	\$1.70440

Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

~~☐ All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require separate pricing. (Amendment 19)~~

Added with Amendment 18:

With the execution of this Amendment Number 18, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2019:

Month of Service	Amount (Unlimited)
January, 2019	\$3,979,403.00
February, 2019	\$3,979,403.00
March, 2019	\$3,979,403.00
April, 2019	\$3,979,403.00
May, 2019	\$3,979,403.00
June, 2019	\$3,979,403.00
July, 2019	\$3,979,403.00
August, 2019	\$3,979,402.00
September, 2019	\$3,979,402.00
October, 2019	\$3,979,402.00
November, 2019	\$3,979,402.00
December, 2019	\$3,979,402.00
Total	\$47,752,831.00

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

Additionally, the Contractor will bill the following services individually as indicated:

Project Name	Month of Service Billing Amount	Monthly Charge
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~~Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)~~

~~January thru December~~

~~Actual amount of excess postage costs~~

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1) page mailing	\$0.84813	\$1.68813
Two (2) page mailing	\$0.85627	\$1.70440
Three (3) page mailing	\$0.88067	\$2.00067
Four (4) page mailing	\$0.89693	\$2.01693
Five (5) page mailing	\$0.91320	\$2.03320

- ~~All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require separate pricing. (Amendment 18)~~

Added with Amendment 17:

~~With the execution of this Amendment Number 17, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2018:~~

Month of Service	Amount (Unlimited)
January, 2018	\$3,849,032.33
February, 2018	\$3,849,032.33
March, 2018	\$3,849,032.33
April, 2018	\$3,849,032.33
May, 2018	\$3,849,032.33
June, 2018	\$3,849,032.33
July, 2018	\$3,849,032.33
August, 2018	\$3,849,032.33
September, 2018	\$3,849,032.34
October, 2018	\$3,849,032.34
November, 2018	\$3,849,032.34
December, 2018	\$3,849,032.34
Total	\$46,188,388.00

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
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~~Amendment 20 (2020) & Amendment 21 (2021) 9/11/2020
Amendment 22 (2021) Amendment 23 (2022)
Amendment 24 (2023) Amendment 25 (2024)~~

Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs
-----------------------------------------------------------------------------------------------------------------------	----------------------------------	--------------------------------------------------

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1) page mailing	\$0.84813	\$1.68813
Two (2) page mailing	\$0.85627	\$1.70440
Three (3) page mailing	\$0.88067	\$2.00067
Four (4) page mailing	\$0.89693	\$2.01693
Five (5) page mailing	\$0.91320	\$2.03320

~~☐☐☐ All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require separate pricing. (Amendment 17)~~

Added with Amendment 16:

~~With the execution of this Amendment 16, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2017:~~

Month of Service	Amount Billed to DHH
January	\$3,849,773.50
February	\$3,849,773.50
March	\$3,849,773.50
April	\$3,849,773.50
May	\$3,849,773.50
June	\$3,849,773.50
July	\$3,849,773.50
August	\$3,849,773.50
September	\$3,849,773.50
October	\$3,849,773.50
November	\$3,849,773.50
December	\$3,849,773.50

Total-	\$46,197,282.00
---------------	------------------------

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. The above fixed price is for unlimited transactions.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1) page mailing	\$0.84813	\$1.68813
Two (2) page mailing	\$0.85627	\$1.70440
Three (3) page mailing	\$0.88067	\$2.00067
Four (4) page mailing	\$0.89693	\$2.01693
Five (5) page mailing	\$0.91320	\$2.03320

~~*All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand-stuffing or printing by a separate Contractor will require separate pricing. (Amendment 16)~~

Added with Amendment 15:

~~With the execution of this Amendment 15, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2016:~~

Month of Service	Amount Billed to DHH
January	\$3,849,773.50
February	\$3,849,773.50
March	\$3,849,773.50
April	\$3,849,773.50
May	\$3,849,773.50
June	\$3,849,773.50
July	\$3,849,773.50
August	\$3,849,773.50
September	\$3,849,773.50
October	\$3,849,773.50
November	\$3,849,773.50
December	\$3,849,773.50
Total	\$46,197,282.00

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. For any transaction (paid or adjusted) that exceeds the total of \$125,753,321 during the contract period, the Department will be billed \$0.36736 per transaction.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)	January thru December	Actual amount of excess postage costs

Provider/Recipient Mailings*	#10 Envelope	Flat Envelope
One (1)-page mailing	\$0.84813	\$1.68813
Two (2)-page mailing	\$0.85637	\$1.70440
Three (3)-page mailing	\$0.88067	\$2.00067
Four (4)-page mailing	\$0.89693	\$2.01693
Five (5)-page mailing	\$0.91320	\$2.03320

~~*All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require~~

~~separate pricing. (Amendment 15)~~

Added with Amendment 14:

~~With the execution of this Amendment 14, The Contractor and the Department agree to a fixed payment schedule as follows for Extension Year 2015:~~

Month of Service	Amount Billed to DHH
January	\$3,683,629
February	\$3,683,629
March	\$3,683,629
April	\$3,683,629
May	\$3,250,000
June	\$3,250,000
July	\$3,250,000
August	\$3,250,000
September	\$3,250,000
October	\$3,000,000
November	\$3,000,000
December	\$3,000,000
Total	\$39,984,516

~~The above pricing schedule applies to the transaction counts (including claims, capitated payments, encounters and adjustments to transactions) that are paid or adjusted. For any transaction (paid or adjusted) that exceeds the total of \$103,753,597 during the contract period, the Department will be billed \$0.36537 per transaction.~~

~~Additionally, the Contractor will bill the following services individually as indicated:~~

Project Name	Month of Service Billing Amount	Monthly Charge
ICD-10 Project	January thru October	\$142,161

~~Hospital Pre-Certification & Hospice Svcs~~

~~January~~ ~~—————~~ ~~\$308,194~~

~~Excess Postage (i.e., postage for special mailings to providers and/or recipients in excess of 500 pieces)~~

~~January thru December~~

~~Actual amount of excess postage costs~~

~~PLI Claims December~~

~~January thru~~

~~PLI Claims will continue to be Billed separately and will not be counted in the total transactions listed above. They will be billed at \$0.38537 per claim line~~

Exhibit A

Provider/Recipient Mailings*	# 10 Envelope	Flat Envelope
One (1) page mailing	\$0.848 13	\$1.68813
Two (2) page mailing	\$0.85637	\$1.70440
Three (3) page mailing	\$0.88067	\$2.00067
Four (4) page mailing	\$0.89693	\$2.01693
Five (5) page mailing	\$0.91320	\$2.03320

~~*All mailings may be printed one (1) or two (2) sided. Any mailing that exceeds 5 pages or requires hand stuffing or printing by a separate Contractor will require separate pricing (Amendment 14).~~

Added with Amendment 25:

For purposes of this Amendment 25 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained in other portions of the SFP that are related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase-In	2.3(8) Subsystem-Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem-Hospital Pre-Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibilities
2.6.3.9.1 SDG Responsibilities	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participating Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission

2.11.5 Merging Community Care/EPSTD	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C (4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provider the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted
2.7.6 Surveillance and Utilization Review Subsystem (SURS)	

Added with Amendment 24:

~~For purposes of this Amendment 24 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSTD Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase-In	2.3(8) Subsystem-Community Care/EPSTD
2.3(9) Turnover	2.3(14) Subsystem-Hospital Pre-Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSTD	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSTD Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission

2.11.5 Merging Community Care/EPSDT	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 & 7) C (4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provider the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted
2.7.6.2.3.1 Objectives-	2.7.6.2.3.2 Description-

Added with Amendment 23:

~~For purposes of this Amendment 23 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(8) Subsystem Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem Hospital Pre Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non- Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre Admission
2.11.5 Merging Community Care/EPSDT	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements

3.3 & 7) C (4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provider the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted



~~GAINWELL Operations~~

~~2022 Billing Model~~

~~Gainwell Technologies LLC &
Louisiana Department of Health~~

~~Version 5.0~~

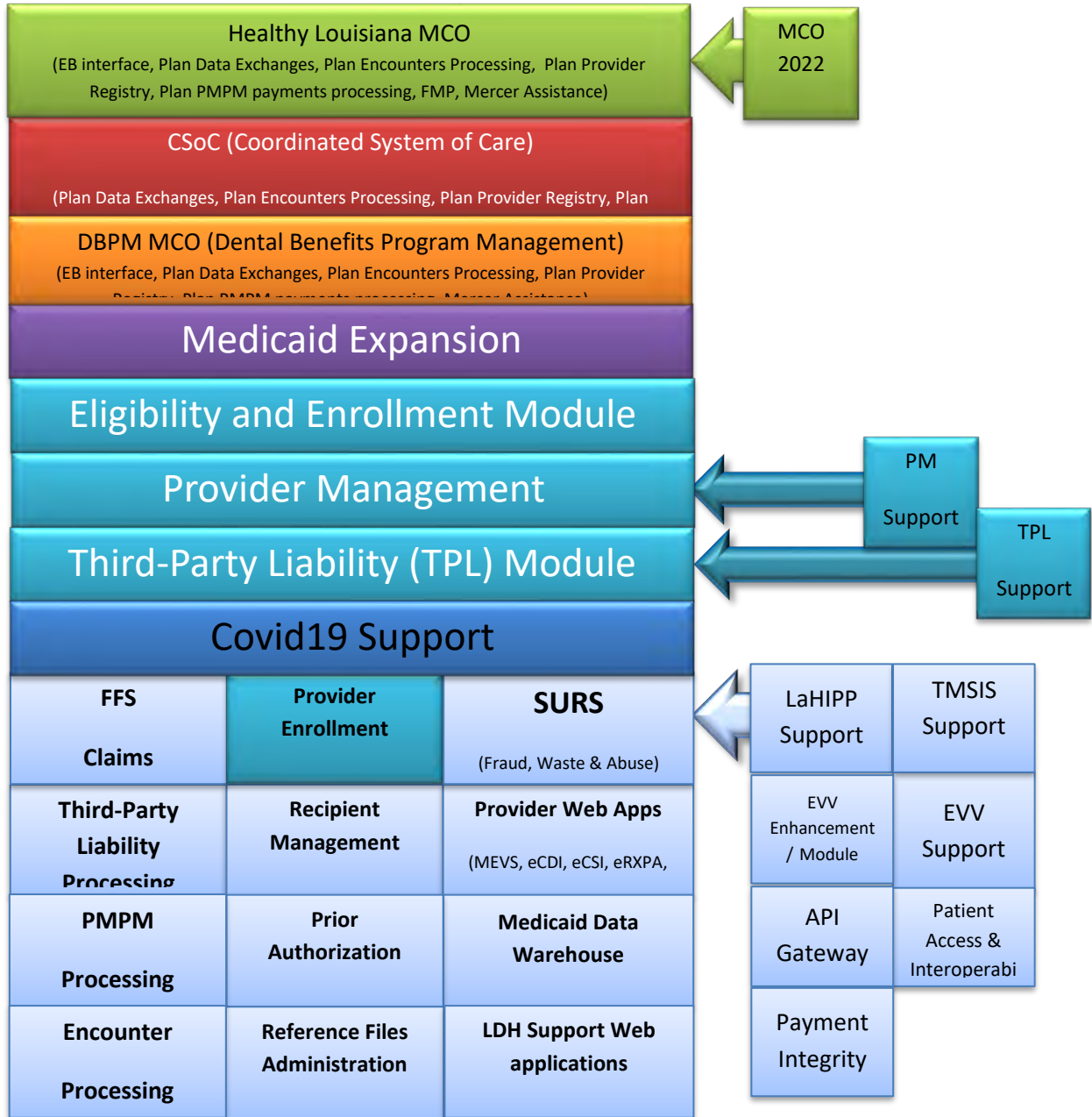
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2022 Billing Model Assumptions/Influencers

- ~~Provider Updates and Pharmacy Preferred Drug Lists will be distributed through www.lamedicaid.com. If required, a one page letter will be sent to Providers notifying them of the location on website which is included in the base price~~
 - ~~Existing operational correspondence such as those produced from Prior Authorization, Chisholm Recipient program, SURS, Provider Relations, Claims (including EDI), PBM/Lock In, provider payments, Remittance Advices, etc. are included in the operational base price~~
 - ~~All mailings will be subject to SFP Section 5.3.4 Increases in Postage Rates. Gainwell Technologies LLC (Gainwell) will produce separate monthly excess postage invoices~~
 - ~~Provider/Recipient mailings more than 500 pieces will be billed at rates identified in the Provider/Recipient Mailings section below (page 8)~~
 - ~~All existing operational systems will continue to be maintained. GAINWELL will retain Provider FFS Enrollment operational systems~~
 - ~~MCO Provider Enrollment and FFS Provider Revalidation operations will continue as currently established~~
 - ~~Provider site visits for moderate and high risk providers (as constituted by ACA regulations) will be performed by Gainwell. Field Representatives interactions with providers will be conducted by Webinar with no required travel except with the prior approval of the Department~~
 - ~~All cases reviewed by SURS Team, including those reviewed by the Triage Team, will count toward the requirement of closing 600 cases annually (including FFS claims and encounters)~~
 - ~~There is no 2022 cap on the numbers of transactions (claims, encounters, capitated payments) that Gainwell will process~~
-

2022 Operations Support Diagram



FFS	Provider Enrollment	SURS
Claims		(Fraud, Waste & Abuse)
Third-Party Liability Processing	Recipient Management	Provider Web Apps
		(MEVS, eCDI, eCSI, eRXPA,
PMPM Processing	Prior Authorization	Medicaid Data Warehouse
Encounter Processing	Reference Files Administration	LDH Support Web applications

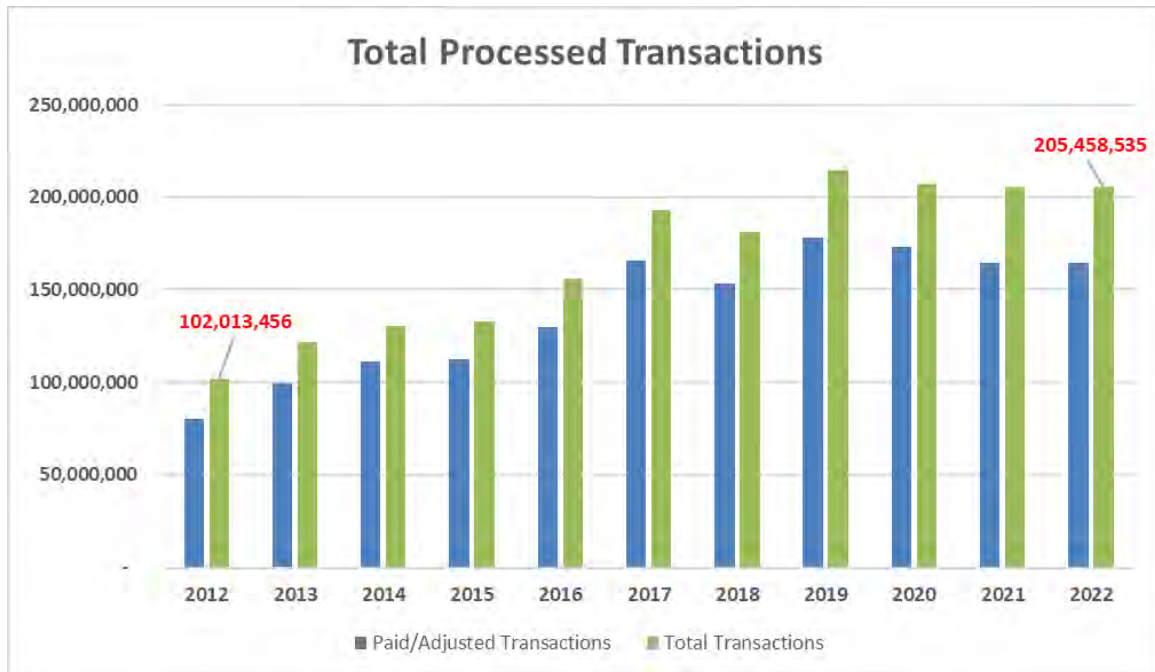
Abbreviations:

CSoc=Coordinated System of Care
 DBPM=Dental Benefits Program Management
 EA=Enterprise Architecture
 eCDI=Web-based Provider Clinical Data Inquiry
 eCSI=Web-based Provider Claims Status Inquiry
 EFT=Electronic Funds Transfer
 E&E=Eligibility and Enrollment
 EVV= Electronic Visit Verification
 FFS= Fee for Service
 FMP=Full Medicaid Payment

LaHIPP=Louisiana Health Insurer Premium Payments
 MCO= Managed Care Organization
 MEVS=Medicaid Eligibility Verification
 PA=Prior Authorization
 PDL=Preferred Drug List
 PMPM=Per Member Per Month
 RX=Pharmacy
 SMO=Statewide Management Organization
 SURS=Surveillance and Utilization Review
 TMSIS=Transformed Medicaid Statistical Information Set

Transaction Volumes

Total processed transactions (paid, adjusted, denied) have increased 101% between 2012 and 2022 as shown in below chart. Total Transactions: 205+ Million (projected for 2022)



	Paid/Adjusted- Transactions	Denied- Transactions	Total- Transactions	
2012	80,519,501	21,493,955	102,013,456	
2013	99,637,099	22,067,747	121,704,846	
2014	110,920,519	19,821,268	130,741,787	
2015	112,290,786	20,601,514	132,892,300	
2016	129,554,318	26,289,089	155,843,407	
2017	165,770,459	27,328,036	193,098,495	
2018	153,291,002	28,230,547	181,521,549	
2019	178,062,059	36,606,121	214,668,180	
2020	173,259,374	34,106,586	207,365,960	
2021	164,267,539	41,190,996	205,458,535	(projected)
2022	164,267,539	41,190,996	205,458,535	(projected)

Historical Pricing

The table on the next page shows the per-transaction price, annual volume and LDH costs for years 2017 through 2022.

Calendar Year	Contract Period	Annual Volume	Base Operational Costs	Estimated Postage Costs	Annual LDH Total Costs
2017	Extension-Year 3	193,098,495 (Actual Paid/Denied/Adjusted)	\$46,197,282	\$65,739 (actual)	\$46,263,021
2018	Extension-Year 4	181,521,549 (Actual Paid/Denied/Adjusted)	\$46,188,388	\$63,309 (actual)	\$46,251,697
2019	Extension-Year 5	214,668,180 (Actual Paid/Denied/Adjusted)	\$47,752,831	\$66,953 (actual)	\$47,819,784
2020	Extension-Year 6	207,365,960 (Actual Paid/Denied/Adjusted)	\$47,814,853*	\$63,908 (actual)	\$47,908,761
2021	Extension-Year 7	205,458,535 (Projected Paid/Denied/Adjusted)	\$54,311,712**	\$63,908 (projected)	\$50,345,690
2022	Extension-Year 8	205,458,535 (Projected Paid/Denied/Adjusted)	\$53,750,308***	\$63,908 (projected)	\$53,814,216

***2020** Includes Base Operations, Legacy Provider Enrollment \$504,000 (applied to Appendix C)

****2021** Includes Base Operations, Legacy Provider Enrollment, Provider Management & PAI DDI and Maintenance & Operations (M&O)

*****2022** Includes Base Operations, Legacy Provider Enrollment, Provider Management M&O, PAI M&O, First Databank Medicaid/Drug Rebate Module

Basis of Calculations

- **Annual Volume**
 - 2017 through 2020 = Actual YTD totals are shown
 - 2021 = January through May 17th (20 weeks) actual volumes used; remaining through December projected based on YTD averages
 - 2022 = based on GAINWELL projections
- **Base Operational Costs** = Fixed price
- **Estimated Postage Costs** = postage greater than 2005 USPS rates
- **Annual LDH Costs** = Base Operational Costs Plus Estimated Postage Costs
- **2020 Costs** = updated to show actuals
- **2021/2022 Estimated Postage Costs** = projected charges for Excess Postage

Pricing Methodology

GAINWELL proposes a fixed monthly operational charge which includes all services identified above. There will be no annual cap applied to paid and adjusted transactions (claims, PMPMs and encounters).

LDH 2022 Billing Schedule

The below table identifies 2022 pricing.

LDH Billing Schedule	Base Ops (incl. Legacy Prov. Enroll)	Prov Mgmt M&O	PAI Project	FDB- Medicaid / Drug Rebate Module	Total
January 2022	\$4,107,582	\$326,215	\$37,852	\$25,000	\$4,496,649
February 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
March 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
April 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
May 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
June 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
July 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
August 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
September 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
October 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
November 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
December 2022	\$4,107,582	\$326,215	\$37,851	\$	\$4,471,648
Total	\$49,290,984	\$3,914,580	\$454,213	\$25,000	\$53,684,777

*— Pricing was previously authorized in Amendment 22 (\$113,554)

Note: Gainwell does not provide pricing by functional/operational areas. GAINWELL deems this to be proprietary information and distribution of this detail could negatively impact GAINWELL in the marketplace. Many factors can influence potential savings such as timing, labor disposition, hardware and software maintenance schedules, etc. Should any functional/operational area be reduced or eliminated in 2022, GAINWELL, in good faith, will negotiate any potential price changes.

Provider Site Visits

The following modifications were applied to the 2022 LDH Costs:

- ~~Provider site visits for moderate and high risk providers will be performed by Gainwell as employee and provider safety allows in the COVID 19 environment.~~
- ~~The present agreement to conduct site visits via teleconference will remain in place for CY2022 with Department approval~~

Provider/Recipient Mailings

- ~~Excess postage will be billed as stated in the 2003 SFP, Section 5.3.4 Increase in Postage Rates. GAINWELL will pay the applicable 2005 postal rates. Total postage will be reduced by the 2005 postage rate and excess costs will be billed to LDH.~~
- ~~Mailings exceeding 500 pieces will be billed at a per piece rate that contains all mailing costs (LDH will not be billed for excess postage on these mailings)~~
- ~~Large mailings, those more than 500 pieces, will be priced according to the following schedule:~~

<u>No. of Pages in Mailing</u>	<u>#10 Envelope</u>	<u>Flat Envelope</u> <small>(9 x 13 inches)</small>
<u>One (1) page mailing</u>	<u>\$0.86813</u>	<u>\$1.70813</u>
<u>Two (2) page mailing</u>	<u>\$0.87627</u>	<u>\$1.72440</u>
<u>Three (3) page mailing</u>	<u>\$0.90067</u>	<u>\$2.02067</u>
<u>Four (4) page mailing</u>	<u>\$0.91693</u>	<u>\$2.03693</u>
<u>Five (5) page mailing</u>	<u>\$0.93320</u>	<u>\$2.05320</u>

- ~~Pricing includes:~~
 - ~~1. Supplies – paper, toner, envelope, mail machine ink~~
 - ~~2. USPS postage costs~~
 - ~~3. Labor costs for printer & folding setup, printing, inserting, postage metering and mailing~~
- ~~This above pricing assumes:~~
 - ~~1. All mailings will be printed internally, folded and stuffed in an automated fashion. Hand stuffing or outside printing will incur additional charges~~
 - ~~2. Any mailouts exceeding 5 pages will be priced separately~~

Talking Points for Legislative Committee

- ~~Transaction volumes (claims, capitated payments, and encounters) have increased since 2015 from 133M to 243M+~~
- ~~The national average for processing an electronic claim in 2020 was \$0.56[‡]. The comparable estimated per transaction cost for LDH in 2022 is \$0. (see page 6)~~
- ~~GAINWELL will provide the following additional services at no additional costs:~~
 1. ~~GAINWELL will work with LDH to transition to a new TPL modernization module~~
 2. ~~GAINWELL will continue to work with LDH to expand the LaHIPP (Health Insurers Premium Payments) application~~
 3. ~~In 2022, GAINWELL will complete a project to upgrade/migrate ClaimCheck to Claims Xten~~

~~[‡] 2020 CAQH INDEX: Conducting Electronic Business Transactions: Why Greater Harmonization Across the Industry is Needed <https://www.caqh.org/sites/default/files/explorations/index/2020-caqh-index.pdf>~~

¹ 2020 CAQH INDEX: Conducting Electronic Business Transactions: Why Greater Harmonization Across the Industry is Needed <https://www.caqh.org/sites/default/files/explorations/index/2020-caqh-index.pdf>

~~Added with Amendment 22~~

~~AMENDMENT 22 EXHIBIT A~~

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Executive Summary

~~DXC MS LLC is the entity submitting this Patient Access and Interoperability (PAI) solution proposal to the Louisiana Department of Health. On October 1, 2020, the separation and sale of U.S. State & Local Health and Human Services business from DXC Technology to Veritas Capital was finalized. DXC MS LLC will be referred to by our new business name, Gainwell Technologies LLC (“Gainwell”), for the remainder of this proposal.~~

~~Gainwell is pleased to present the Louisiana Department of Health (LDH) with this proposal to provide a complete solution for the State’s fulfillment of the CMS Interoperability and Patient Access mandate, in accordance with the 21st Century Cures Act Final Rule. The following proposal will provide background and justification for the services and define the program scope of work, key assumptions and requirements, implementation timelines, terms and conditions, and pricing.~~

~~**Background:** The 21st Century Cures Act Final Rule was released in March of 2020 as a means of improving interoperability and person engagement with their medical care information, services, and options. The rule focuses on four primary areas of concern as it relates to empowering patients/members:~~

- ~~• Cost and outcomes — provide transparency into the cost and outcomes of their medical care~~
- ~~• Convenience — enable modern smart phones and mobile access to information~~
- ~~• Competition — open access to search and find competitive options for medical care~~
- ~~• Innovation — leverage an app economy that provides patients, physicians, hospitals, payers, and employers with new capabilities, third party solutions, and greater choice in medical care~~

~~Gainwell has devised the following three levels of participation for Interoperability and Patient Access. Depending on the data available within the State, Level 1 for Claims only and Level 2 and 3 for Claims and Clinical data, the State can achieve compliance with the CMS mandate.~~

- ~~• Level 01 — makes access to patient claims/encounter, provider directory, and formulary data available to members~~
- ~~• Level 02 — provides Level 01, plus makes access to patient clinical data records available~~
- ~~• Level 03 — payer to payer sharing of patient clinical data when a member moves between plans~~

~~Data that is collected, integrated, and stored must adhere to federal and industry requirements for security and storage such as Fast Health Interoperability Resource (FHIR) and Trusted Exchange Framework and Common Agreement (TEFCA) standards. Data stored in an Integrated Care Records database using FHIR resource structure is then made available to third party applications or apps using an API gateway. Data at rest and in motion is encrypted to adhere to NIST 800-53 and HIPAA standards for security.~~

~~As your strategic partner, Gainwell is prepared to share important lessons learned from our experience with other State partners, who have experienced similar organizational and program transformations.~~

~~Your Gainwell Louisiana account team is eager to schedule proactive planning sessions to share these findings and improvement recommendations to make certain of a successful transition to the new environment.~~

~~Additionally, Gainwell believes in exploring creative methodologies to promote member self-service and empowerment.~~

~~As the State of Louisiana continues to move forward along its path of modernizing the services and offerings to meet the changing needs of its providers and members, Gainwell understands that this undertaking requires close collaboration with an experienced company who offers a modern technology platform that is flexible, agile, and sustainable.~~

~~Gainwell is an industry leader in healthcare and human services, with a focus on Medicaid. As part of this proposal, we are offering Patient Access and Interoperability (PAI).~~

~~With this framework, the LDH Medicaid program will see increased efficiency, improved automation, and added provider and member self-service functionality.~~

~~Patient Access and Interoperability~~

~~The need to provide Medicaid members access to their medical records is increasing by user demand and by federal regulation. Gainwell has a solution to provide digital transformation of Medicaid data and meet CMS guidance. Gainwell has developed a Patient Access and Interoperability (PAI) solution that allows members to view their Medicaid data easily and securely.~~

~~Our solution is compliant with the 21st Century Cures Act Final Rule and empowers members to take control of their healthcare options and access. Our PAI solution offers members transparency to their care, the ability to search for care options, access to data through smartphone apps, and a true innovation in reviewing and understanding their Medicaid data.~~

~~Conclusion~~

~~With this proposal, Gainwell strives to address Louisiana Department of Health's short- and long-term CMS compliance requirements and needs.~~

~~Gainwell looks forward to extending our relationship with the Louisiana Department of Health by delivering quality products and service excellence.~~

~~With the solutions we are delivering, LDH will see improved efficiencies and service delivery to the Medicaid community.~~

Scope of Work

This proposal is for a nine (9) month period to run coterminous with the Gainwell MMIS Fiscal Agent contract with the State of Louisiana. The effective service period is from 04/01/2021 through 12/31/2021.

The Patient Access and Interoperability (PAI) solution model selected by the State of Louisiana Department of Health is Level 01 compliance – claims, provider, and formulary data availability. The following figure highlights three components of the PAI model:

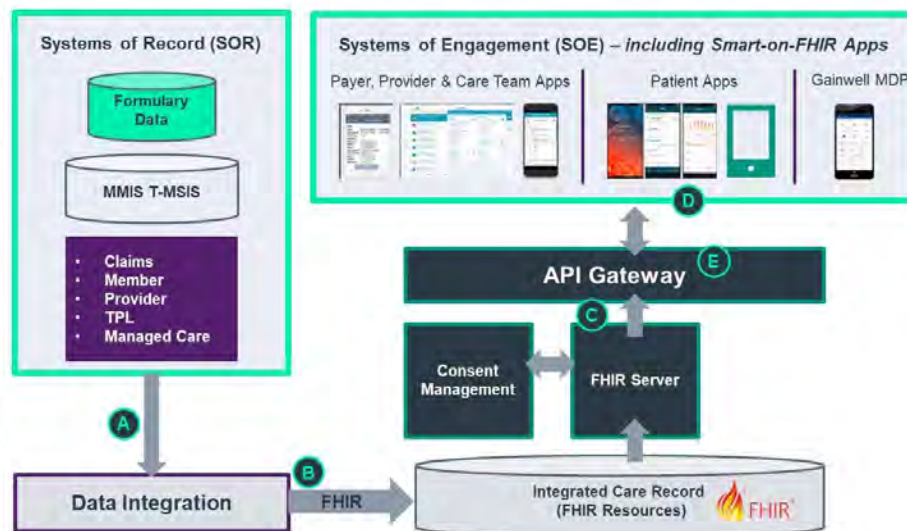
- 1) Data Sources – controlled by the State and/or their MMIS Vendor
- 2) Technology Stack – services to populate data in the FHIR repository and make data available to members using the API Gateway and the Consent Management component to authorize access
- 3) Third-party applications to access FHIR data using the API Gateway

Figure 1. Patient Access to Health Records

Patient Access Through APIs

Phase 1: Patient (member or beneficiary) requests their health data from their current Medicaid plan who established a longitudinal health record from T-MSIS and Provider Directory data

- A. Medicaid plan produces T-MSIS data and Provider Directory data.
- B. T-MSIS and Provider data are transformed into FHIR format, linked with patient's ID and stored for patient access and future use.
- C. Rule compliant Patient Access and Provider Directory APIs available.
- D. Patient requests their health history data through a mobile app or web app from a third party or their Medicaid plan.
- E. API Gateway enforces security policy and packages the data for access by member's mobile app.



As part of the PAI

Scope of Work for Level 01 compliance, Gainwell will fulfill the elements contained in Component 2 – the Technology Stack highlighted in black in Figure 1 above, as well as the extraction of data from T-MSIS and formulary sources. Component 2 consists of a cloud-based platform; the data ingestion from T-MSIS (that includes Provider Data) and the State Formulary file sources; the translation of data into the FHIR format; maintenance and storage of the PAI database; and the creation and maintenance of the API gateway that will enable member access to the FHIR data using the Consent Management App. Please see Appendix C for screen flow of the Consent Management App.

~~Gainwell will provide or fulfill the following:~~

- ~~● The PAI service is a cloud-based technology platform and service components.~~
- ~~● Ingest data from the State's T-MSIS file and Formulary files that includes the following:~~
 - ~~– The State T-MSIS data set that includes the following seven files:~~
 - ~~1. Eligible FFS members~~
 - ~~2. Enrolled Providers~~
 - ~~3. Third Party Liability~~
 - ~~4. In-Patient Claims~~
 - ~~5. Pharmacy (Rx) Claims~~
 - ~~6. Long Term Care (LTC) Claims~~
 - ~~7. Other Claim Types~~
 - ~~– The State Formulary database file(s) that include the following:~~
 - ~~1. Drug Benefit Data, Pharmacy Directory, Formulary and/or the Preferred Drug List~~
- ~~● Updates to the System from the T-MSIS (including Provider Data) and Formulary data sources will be run at least weekly, after the final Financial Posting of "Fully Paid and/or Final Adjudication of Claims."~~
- ~~● Support and updates to the PAI environment to accommodate all CMS mandated changes to the T-MSIS File structure.~~
- ~~● Basic level support for the State and data suppliers for the operational effectiveness during normal State business hours. In particular, Gainwell will provide run books to allow the Member Support Desk to answer basic questions. Additionally, data-related questions will be routed to the existing LDH support team, and technology stack-specific questions will be addressed by email support within 24 hours. Please see Appendix A for a breakdown of the projected call types and Appendix B for the proposed Service Desk Flow.~~
- ~~● The PAI system will populate and maintain all records in scope from 1/1/2016 and each weekly file feed into the FHIR database system throughout the duration of the contract or until CMS amends the compliance ruling.~~
- ~~● Should the contract for PAI services with Gainwell terminate, Gainwell will support the transition of stored data to the State or another third-party vendor according to the MMIS contract's T&Cs and transition costs.~~
- ~~● The PAI System will operate in accordance with State regulatory compliance requirements (for example, NIST 800-53, HIPAA, and other State policies) for data and systems security.~~

~~The State and/or its contractors will provide the following:~~

- ~~● Timely access to all State resources and data files~~
- ~~● Support for systems review and compliance with State Standards~~

- ~~State approval for DDI completion and go live to the production/O&M contract phase~~
- ~~Data sources to feed the PAI FHIR database completed and maintained from 1/1/2016 to present and for all future periods, unless and until amended by CMS mandates~~

~~The Gainwell PAI solution delivers a common cloud-based platform enabling leverage and reuse of standardized API and security processes. The solution uses existing standardized data resources within the LDH Medicaid enterprise, LDH specific data related to the formulary, and members/dependents data so that parents/legal guardians can access their minor children's data.~~

~~Within the solution, the Louisiana Department of Health T-MSIS data, provider directory, and formulary data are captured and transformed into Fast Health Interoperability Resources (FHIR) format, linked with the member ID, and stored for patient access and future use. When the member accesses the data, the API Gateway wraps the data in a security blanket, providing privacy for the standardized transmission. Through the Gainwell PAI solution, the member can request health history data through any third-party applications or apps that have access.~~

Patient Access and Interoperability Roles and Responsibilities

~~The roles and responsibilities associated with the implementation and ongoing support of the platform include the following key elements:~~

~~Louisiana Department of Health Team~~

- ~~Message members about availability and access to the data.~~
- ~~Address data inaccuracies as identified by members. Please see the Service Desk Flow in Appendix B.~~
- ~~Members who do not have the ability to access the PAI themselves will have the option to have their parent/legal guardian access the system on their behalf in accordance with LDH's existing HIPPA privacy rules. Additionally, should LDH have the ability to provide a data feed containing this information, the platform has the ability to leverage this data for access in the future.~~

~~Gainwell Team~~

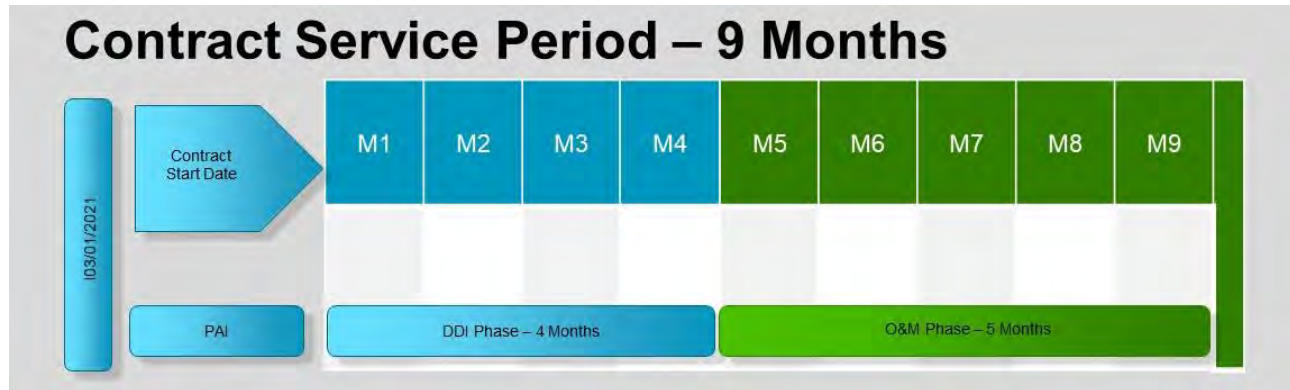
- ~~Develop and maintain the extract, transform, and load (ETL) functions associated with the T-MSIS historical extract.~~
- ~~Develop and maintain the extract, transform, and load (ETL) functions associated with the T-MSIS weekly extract (post financial run). Non-claims components of T-MSIS including Provider Data can be run monthly or weekly.~~
- ~~Develop and maintain the extract, transform, and load (ETL) functions associated with the Formulary data~~
- ~~Implement and support the automation necessary to move the weekly T-MSIS extracts to the FHIR Server for processing using a Secure FTP~~
- ~~Support changes to the T-MSIS mapping to FHIR based on CMS requirements~~

- ~~Confirm the platform is performing as required and properly publish the APIs as outlined in the CMS Final Rule~~
- ~~Implement and support the member identification and authorization service needed to allow member access to API resources~~
- ~~Provide project-related plans and materials based on current contract requirements~~
- ~~Provide Level II help desk support to validate and authorize member access that cannot be resolved automatically based on available data~~
- ~~Test and certify the platform to confirm CMS requirements~~

Project Timeline and Deliverables

Services will commence 30 days from contract effective date, unless an alternative PAI Service Start Date is mutually agreed to by the parties. The timeline in the following figure details the contract service period.

Figure 2. Project Timeline



Project Deliverables

Gainwell will provide the cloud-based PAI platform:

- ~~DDI Phase – Within the first four months, Gainwell will:~~
 - ~~Make certain regular feeds of T-MSIS including Provider data and Formulary data are loaded, tested, validated, and processed properly into the PAI platform~~
 - ~~Make certain the API gateway is tested, operational, and functioning properly for access by any third-party applications or apps to enable access to data~~
 - ~~Activate the PAI system in production for weekly data loads and access by members for claims data~~
- ~~For History file load to PAI (1/1/2016–12/31/2020) T-MSIS data including Provider data:~~
 - ~~Review, test, and validate completeness of data loads~~
- ~~Operations and Maintenance Phase – Commencing in Month 5 of the contract:~~
 - ~~Ongoing communication, coordination, and support to the data suppliers/systems for weekly feeds, as necessary~~
 - ~~Support to the State for PAI services~~
 - ~~Active monitoring of the PAI platform for performance, system uptime, security patches, and upgrades~~
 - ~~Operational uptime of the PAI platform at 99.9% other than any scheduled and communicated system down time for maintenance issues, as applicable~~

- ~~– PAI system availability 24x7x365~~
- ~~– Gainwell will work with the State to make certain the PAI system and APIs are adequately documented, reviewed, and tested so the program can receive Outcomes-Based Certification from CMS for FFP match~~

Assumptions, Terms and Conditions

Gainwell assumes the following solution parameters in terms of scope, boundary, and respective roles and responsibilities:

- ~~This proposal assumes LDH will use the established change management processes (CSR/CO) to produce the required data to support the PAI federal requirements within the required time frames.~~
- ~~Data requirements include the following:~~
 - ~~The Final Rule requires that a patient’s claim data be made available through the API within one business day of final adjudication. This requires that a T-MSIS extract be produced at the end of the weekly financial cycle.~~
 - ~~LDH and Gainwell will produce the data necessary to support the Formulary API in a format defined by the PAI project team.~~
 - ~~LDH will supply an extract of any parents/legal guardians who will have access to the records of their minor children so that the appropriate data access permissions can be granted. This data is not available within T-MSIS.~~
- ~~Each third-party app will go through a testing and light weight vetting process in accordance with the Final Rule before the app is granted access to the LDH PAI repository. Once the app is registered, it can be used by any LDH member to access their data through the PAI APIs.~~
- ~~The following items are provided by the Gainwell Product team:~~
 - ~~Product fees cover production defect support and ongoing quarterly releases~~
 - ~~Hosting and support of the cloud/IT environment~~
 - ~~Standard templates and web service interfaces~~
- ~~Our solution includes account support of the following functions:~~
 - ~~Knowledgebase import and user guide updates~~
 - ~~Required account interfaces~~
 - ~~Project Management, Change Management~~
 - ~~Creating member training information~~

Appendix A

The following table contains a list of the forecasted call types and volumes.

Table 1. Call Types and Volumes

Type	Description	Tickets/ month/ 100K mbrs
Data Ingestion and Mapping-Issues	Real-time data feeds, questions as these are logged and analyzed (including truncations and so forth)	25
Data Content-related Issues	Questions on actual claim information, amounts, incorrect demographics, and so forth	4
User Identity Management	Login issues, forgot password, username, and so forth	18
State Identity Provider API-Issues	For example, Oracle Identity Manager, any issues with backend auth APIs	5
Questions on Privacy/Consent	Members who want to know more about the process, what they are authorizing, how to revoke access for app, and so forth	1
Locating Records	Health system/payer to which data is affiliated	3
Record Deletion Requests	Members who want all data deleted	4
Member Consent App Issues	Errors with Member Consent App	5
Total		59

Pricing Summary

Pricing for the contract term of 9 months totals \$727,108.57

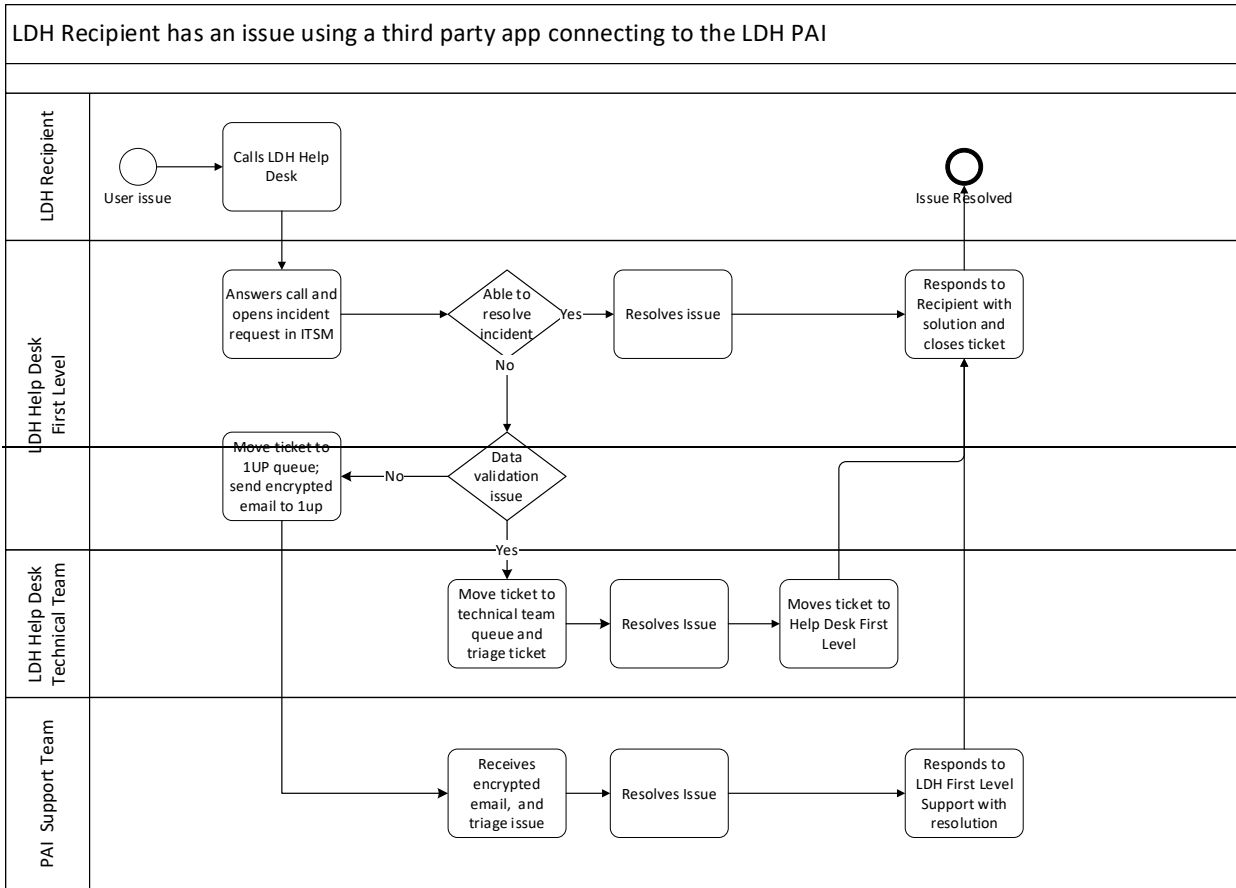
Prices are broken down as follows:

PRICE	Grand Total	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
DDI	\$500,000.00	\$ 166,666.67	\$ 166,666.66	\$ 166,666.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAI DDI	\$500,000.00	\$ 166,666.67	\$ 166,666.66	\$ 166,666.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAI O&M	\$227,108.57	\$ -	\$ -		\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43
PAI - O & M Services	\$171,428.57	\$ -	\$ -		\$28,571.43	\$28,571.43	\$28,571.43	\$28,571.43	\$28,571.43	\$28,571.43
One FTE to Support O&M	\$ 55,680.00	\$ -	\$ -		\$ 9,280.00	\$ 9,280.00	\$ 9,280.00	\$ 9,280.00	\$ 9,280.00	\$ 9,280.00
Grand Total	\$727,108.57	\$ 166,666.67	\$ 166,666.66	\$ 166,666.67	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43	\$37,851.43

Appendix B

The following figure contains a diagram of the proposed Service Desk Flow.

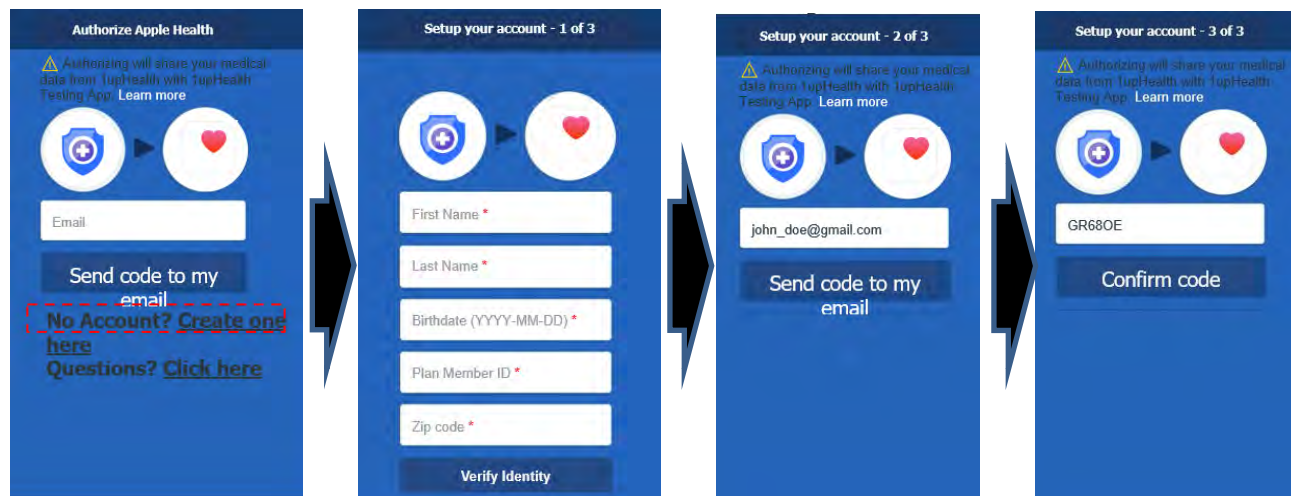
Figure 3. Service Desk Flow



Appendix C

The following figure contains a screen flow for the Consent Management App.

Figure 4. Consent Management App



Added with Amendment 21:

~~7. The Department and the Contractor agree that the requirements set forth in Exhibit A to this Amendment 21 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by the Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 21 shall replace and completely supersede the Exhibit A that was attached to Amendment 19 to the Agreement.~~

~~8. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise are planned, development, implemented and maintained by engaging in discussion and providing historical context.~~

~~9. With the execution of Amendment Number 21, the Contractor and the Department agree to extend the terms and conditions of Amendment (20) with respect to revalidating Fee For Service (FFS) and enrolling Managed Care Entity providers.~~

~~10. With the execution of Amendment Number 21, in addition to the existing provider enrollment services performed with respect to FFS, the Contractor will also provide the~~

~~provider enrollment maintenance and operations services as set forth in Exhibit B, which is attached hereto and made a part hereof, for the Louisiana Medicaid provider community beginning on or about July 1, 2021 through December 31, 2021. LDH will not be responsible for payment for such services until the Maintenance and Operations phase begins.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

EXHIBIT A

~~For purposes of this Amendment 21 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that the Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that relate to, affect or are affected by these sections are hereby modified to read as if the services rendered by the Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(8) Subsystem—Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem—Hospital Pre Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre Admission	2.8.2.3.1 Scheduled Field Visits

2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission
2.11.5 Merging Community Care/EPSTF	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C 4 Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provide the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted

EXHIBIT B



July 2, 2020

Jarrold J. Coniglio
Medicaid Program Integrity Section Chief
Louisiana Department of Health

Robert Groeneveld
Industry Sales Executive

M +1 (985) 373-5679
rgroeneveld@dxc.com
www.dxc-technology.com

Dear Jarrod,

DXC Technology Services LLC is proud to submit this proposal to the Louisiana Department of Health (LDH) for provider enrollment maintenance and operations services.

Your DXC team thoroughly understands LDH's goal of achieving compliance with ACA and 21st Century Cures Act requirements.

We deeply appreciate that provider enrollment is a key program integrity tool to protect Medicaid from fraudulent and abusive providers.

Additionally, your DXC team takes exceptional pride in calling LDH a customer and will continue to focus on LDH's philosophy to operate the Medicaid program in a manner that achieves the Triple Aim of optimizing health system performance by:

- Improving the patient experience of care (including quality and satisfaction)
- Improving the health of the population
- Reducing the per capita cost of healthcare

DXC is the leading vendor of Medicaid provider services in the country. We perform provider services in 21 of our 29 MMIS account states and perform provider enrollment functions in 18 of those states.

DXC's full suite of provider management and enrollment services is based on a modular design, comprising a COTS-based, "Screening-as-a-Service" architecture and meets MITA and CMS conditions and standards while being designed to support both fee-for-service and managed-care provider models.

DXC's range of services pertaining to this LDH "Provider Enrollment Services" initiative include provider screening, re-validation, enrollment web portal, provider outreach and education, web video conferencing site visits (high-risk and moderate-risk), and provider call center services.

DXC will continue to leverage our industry experience and expertise by providing lessons learned, best practices, and recommendations in provider enrollment and management services as part of our strategic partnership.

Thank you for the opportunity to serve the great State of Louisiana and please do not hesitate to contact me should any questions arise.

Sincerely,

Robert Groeneveld
Industry Sales Executive

DXC.technology

Added with Amendment 19:

- ~~8. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 19 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this~~

~~Amendment 19 shall replace and completely supersede the Exhibit A that was attached to Amendment 18 to the Agreement.~~

~~9. The Contractor will ensure key personnel are able to sustain operations during transitional phases. The contractor will also ensure cooperation with partners of the Department during design sessions of modules for the Medicaid Enterprise are planned, development, implemented and maintained by engaging in discussion and providing historical context.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

EXHIBIT A

~~For purposes of this Amendment 19 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(8) Subsystem – Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem – Hospital Pre-Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions

2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission
2.11.5 Merging Community Care/EPSTD	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C 4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provide the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted

(Amendment 19)

Added with Amendment 18:

~~8. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 18 (the “Eliminated Requirements”) have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 18 shall replace and completely supersede the Exhibit A that was attached to Amendment 17 to the Agreement.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

EXHIBIT A:

~~For purposes of this Amendment 18 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the~~

services that Contractor is to perform under the 2004 SFP (the “Eliminated Requirements”). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(8) Subsystem – Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem – Hospital Pre Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4 (7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre Admission
2.11.5 Merging Community Care/EPSDT	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C 4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provide the capability to process reinsurance claims

**3.3 (13) F Reports required for PACE
and/or managed care**

Section 4 Deleted

Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted

(Amendment 18)

Added with Amendment 17:

~~8. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 17 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 17 shall replace and completely supersede the Exhibit A that was attached to Amendment 16 to the Agreement.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

EXHIBIT A:

~~For purposes of this Amendment 17 and future amendments unless otherwise stated therein, the follow sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(8) Subsystem - Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem Hospital Pre-Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements

2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/ Care/EPSTD	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSTD Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4(7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission
2.11.5 Merging Community Care/EPSTD	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C (4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provide the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect (Amendment 17).~~

Added with Amendment 16:

3. ~~The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 16 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 16 shall replace and completely supersede the Exhibit A that was attached to Amendment 15 to the Agreement.~~

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect.~~

EXHIBIT A:

For purposes of this Amendment 16 and future amendments unless otherwise stated therein, the following sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(8) Subsystem - Community Care/EPSDT
2.3(9) Turnover	2.3(14) Subsystem Hospital Pre-Admission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/ Care/EPSDT	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduct field meetings	2.8.4.4(7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission
2.11.5 Merging Community Care/EPSDT	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C (4) Provider Data Entry	3.3 (8) Communications

3.3 (11) B Encounter Processing	3.3 (12) O Provide the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect (Amendment 16).~~

Added with Amendment 15:

- ~~3. The Department and Contractor agree that the requirements set forth in Exhibit A to this Amendment 15 (the "Eliminated Requirements") have been eliminated from the services and are no longer required to be performed or operated by Contractor. The SFP is hereby modified to remove the Eliminated Requirements and to also remove tasks related to or interfacing with the Eliminated Requirements. Exhibit A to this Amendment 15 shall replace and completely supersede the Exhibit A that was attached to Amendment 14 to the Agreement.~~

EXHIBIT A:

~~For purposes of this Amendment 15 and future amendments unless otherwise stated therein, the follow sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained in other portions of the SFP that related to, affect or are affected by these sections are hereby modified to read as if the services rendered by Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBMS	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.2(4) RDBMS
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case Management
1.4.4.2 Inpatient Hospital Services & EPSDT Optional Targeted Case Management Services	1.6 Approach to Desired Enhancements

2.3(2) Phase In	2.3(8) Subsystem – Community Care/EPST
------------------------	-----------------------------------------------

2.3(9) Turnover	2.3(14) Subsystem Hospital Pre-Ad mission
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 (B) (C) Case Management/	2.7.6.2.4.1 SURS Staffing
2.7.8 Community Care/EPSTD Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre-Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non-Participating Providers
2.8.4.4 (3) Conduet field meetings	2.8.4.4(7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre-Admission
2.11.5 Merging Community Care/EPSTD	2.11.8 Case Management of Medical Care
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.10 DRG	2.12 Turnover Requirements
3.3 (7) C (4) Provider Data Entry	3.3 (8) Communications
3.3 (11) B Encounter Processing	3.3 (12) O Provide the capability to process reinsurance claims
3.3 (13) F Reports required for PACE and/or managed care	Section 4 Deleted
Section 5 Deleted	Section 6 Deleted
Section 7 Deleted	Section 8 Deleted

~~All other terms and conditions of the above referenced SFP and Agreement shall remain unchanged and in full force and effect (Amendment 15).~~

Added with Amendment 14:

EXHIBIT A

~~For purposes of this Amendment 14 and future amendments unless otherwise stated therein, the follow sections and the services described therein are deleted from the services that Contractor is to perform under the 2004 SFP (the "Eliminated Requirements"). In addition, any other functions that are contained~~

~~in other portions of the SFP that related to, affect or are affected by these sections are hereby modified~~

~~to read as if the services rendered by Contractor never included the Eliminated Requirements.~~

SFP Section Number and Description	
1.1(4) RDBM	1.1(7) Phase in Schedule of Events
1.2(2) Transition	1.3(4) RDBM
1.2(5) Managed Care System	1.4.4.1 Optional Targeted Case
1.4.4.2 Inpatient Hospital Services & EPSDT	1.6 Approach to Desired Enhancements
2.3(2) Phase In	2.3(9) Turnover
2.3(8) Subsystem Community Care/EPSTDT	2.3(14) Subsystem Hospital Pre-
2.4.3 Staffing Key Personnel	2.4.3.2 Experience
2.4.4 Policy Conformance	2.5 Phase In Requirements
2.6.3.6 Facility Requirements	2.6.3.8.1 SMG Responsibility
2.6.3.9.1 SDG Responsibility	2.6.4 Staffing Requirement
2.7.3.2.2 Community Care/EPSTDT	2.7.6.2.4.1 Staffing
2.7.8 Community Care/EPSTDT Subsystem	2.7.13 Community Care Functions
2.7.15 Inpatient Hospital Pre Admission	2.8.2.3.1 Scheduled Field Visits
2.8.2.3.2 Unscheduled Field Visits Participation Providers	2.8.2.3.3 Unscheduled Field Visits Non Participating
2.8.4.4 (3) Conduct field meetings	2.8.4.4(7 through 12) Provider Visits
2.10.2.1 Phase In	2.10.2.10 Key Personnel & Staffing
2.10.2.11 Turnover	2.10.2.14 Hospital Pre Admission
2.11.5 Merging Community Care/EPSTDT	2.11.8 Case Management of Medical
2.11.9.2 Facility Location	2.11.9.11 Community Care
2.11.9.15 DRG	2.11.10.1 DRG
2.12 Turnover Requirements	Section 4 Deleted
5.2 Basis for Reimbursement	5.3 Adjustment to Reimbursement
Section 6 Deleted	Section 7 Deleted
Section 8 Deleted	

BY: Catherine A. Swickard
MANAGER, CONTRACTS, HIM7

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND
HOSPITALS, SECRETARY

Fredrick P. Cerise

Fredrick P. Cerise, M.D., M.P.H.

APPROVED:
STATE OF LOUISIANA
DIVISION OF ADMINISTRATION

BY: Dennis L.

HIPAA Business Associate Addendum to Purchasing Contracts or Purchase Orders: This Business Associate Addendum is hereby made a part of this contract in its entirety as Appendix A to the contract.

1. The U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.

2. "Protected Health Information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.

"Security incident" means the attempted or successful unauthorized access; use, disclosure, modification, or destruction of information or interference with system operations in an information system.

3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.

4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.

5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI other than as permitted by this contract and Addendum, report such disclosure in writing to the DHH Purchasing Agent or Contact Person named in this Purchase order or contract.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.

11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits

electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

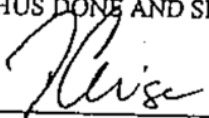
(C) Report to DHH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Contractor shall obtain and maintain liability insurance during the term of the contract covering any and all claims based on a violation of the HIPAA Privacy Rule or this Addendum in an amount not less than \$1,000,000. Such insurance shall be occurrence based coverage and shall name DHH as an additional named insured.

16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

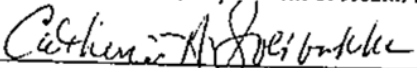
THUS DONE AND SIGNED on the dates written below.



State of Louisiana, Department of Health and Hospitals

4/12/04


Date



Contractor CATHERINE A. SOUBAKKE
MANAGING CONTRACTS HIM
UNISYS CORPORATION

4/19/04

Date



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

Contract Clarifications

1. LMMIS Primary Access

The Department will provide reasonable notice for requested upgrades to hardware and/or network or technical modifications.

2. System Operation

Mean response time of 3 seconds applies to online, real-time transactions. The Department agrees to allow maintenance windows on all systems that are mutually agreed between the Department and Contractor.

3. Manage Care

The Contractor will provide connectivity for 2 HBM sites.

4. SURS Subsystem Enhancements (as proposed)

A. The SURS subsystem:

- a. the fields listed are a minimum
- b. the Department shall have access to the database; at least through view only access
- c. pertains to telephone calls and emails
- d. includes final database disposition tracking of recipient complaints and provider complaints

B. Financial Processing:

- a. the Department SURS staff and contractor staff should be given access as view only for 2.11.9.5(6) and 2.11.9.5(7)
- b. add a bullet "description of recoupment" to 2.11.9.5(6).

C. Provider Enrollment:

On page 2-587, bullet one, middle of the page, applies to all providers numbers.

5. SURS Subsystem Processes

The Contractor and the Department agree to discuss and, upon agreement, make changes to the processes utilized to implement and carry out SFP sections 2.7.6.2.6, 2.7.6.4(2), 2.7.6.4(12), 2.7.6.4(16), 2.7.6.4(17), 2.7.6.4(18) and 2.7.6.4(23).

6. SURS Subsystem Maintenance

The Contractor, through its subcontractor UPI, will provide maintenance releases required to be provided by UPI under its subcontract with the Contractor for CS-SURS/J-SURS, but any required additional hardware,

hardware upgrades or implementation services will be negotiated between the Contractor and the Department. The Contractor will continue to educate and

make itself aware of current trends in the technologies relative to fraud and abuse and will keep the Department aware of the trends and make recommendations that would enhance the current fraud and abuse system in use.

This Addendum is hereby made a part of this contract in its entirety as Appendix C to the contract.

Contractor will provide two million dollars (\$2,000,000) **less previously expensed charges** in Contactor services, products or will apply credits to invoices over a one to ~~five(1-5)~~ **six (1-6) (Amendment 3)** ~~seven(1-7) (Amendment 7)~~ **eight (1-8) (Amendment 8)** ~~nine (1-9) (Amendment 9)~~ **ten (1-10) (Amendment 12)** ~~eleven (1-11) (Amendment 14)~~ **twelve (1-12) (Amendment 15)** ~~thirteen (1-13) (Amendment 16)~~ **fourteen (1-14) (Amendment 17)** ~~fifteen (1-15) (Amendment 18)~~ **sixteen (1-16) (Amendment 19)** years period at the discretion of the Department.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

TOTAL PRICE PROPOSAL FORM

REFERENCE NUMBER 6.2.2

A.	Total Paid Claim Line Processing Fees	\$ <u>97,044,200.00</u>
B.	Total Encounter Line Processing Fees	\$ <u>750,150.00</u>
C.	Total Price Proposal for Case Management of Medical Care Fees	\$ <u>N/A</u>
D.	Total Fixed Price Proposal for Takeover	\$ <u>3,533,481.77</u>
E.	Total Fixed Price Proposal for Required Enhancements	\$ <u>3,804,491.98</u>
F.	Total Firm Fixed Price Proposal for Diagnosis Related Groups (DRG)/ Ambulatory Payment Classifications (APC) Enhancement	\$ <u>3,327,536.75</u>
G.	Total Fixed Price Proposal for Managed Care System	\$ <u>1,217,402.26</u>
H.	Total Price Proposal for Inpatient Hospital Pre-Admission Certification/ Length of Stay, PC Based SURS, MARS and Prior Authorization	<u>\$33,841,048.10</u>
I.	Total Fixed Price Proposal for Transition to a Relational Data Base Management System (RDBMS)	<u>\$20,558,934.57</u>
	TOTAL PRICE PROPOSAL (SUM OF "A" THROUGH "I")	<u>\$164,077,245.43</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL PER PAID CLAIM LINE FORM

REFERENCE NUMBER: 6.2.2

A. Price Proposal per Paid Claim Line	<u>\$ 0.44111</u>
B. Times 44,000,000 Assumed Average Annual Paid Claim Lines Equals Total Annual Paid Claim Line Processing Fees	<u>\$19,408,840.00</u>
C. Times 5 (five) Years Equals Total Paid Claim Line Processing Fees over Contract Life	<u>\$97,044,200.00</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL - PER ENCOUNTER LINE FORM

REFERENCE NUMBER: 6.2.2

A.	Price Proposal per Encounter Line	\$ <u>0.05001</u>
B.	Times 5,000,000 Assumed Average Annual Encounter Lines Equals Total Annual Encounter Line Processing Fees	\$ <u>250,050.00</u>
C.	Times 3 {three} Years Equals Total Encounter Line Processing Fees Proposal over Contract Life	\$ <u>750,150.00</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
PRICE PROPOSAL FORM - CASE MANAGEMENT OF MEDICAL CARE FEE

REFERENCE NUMBER: 6.2.2

A. Total Case Management of Medical Care Fee Proposal N/A

Note: The above total will be divided by 60 months to determine the monthly invoice amount.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
PRICE PROPOSAL- PRICE PROPOSAL FOR TAKEOVER FORM

REFERENCE NUMBER: 6.2.2

A. Total Fixed Firm Price Proposal for Takeover \$3,533,481.77

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL - PRICE PROPOSAL FOR REQUIRED ENHANCEMENTS FORM

REFERENCE NUMBER: 6.2.2

A. Merging the EPSDT Subsystem into the LMMIS

1) Total Fixed Firm Price for Design, Development, and Implementation Phase	\$ <u>162,319.99</u>
--------------------------------------------------------------------------------	----------------------

2) Total Fixed Firm Price for Operations Phrase	\$ <u>764,121.81</u>
-------------------------------------------------	----------------------

Total Fixed Firm Price for Merging EPSDT Subsystem	\$ <u>926,441.80</u>
----------------------------------------------------	----------------------

B. Web-Enabled Technology for Information Sharing

1) Total Fixed Firm Price for Design, Development, And Implementation	\$ <u>670,874.40</u>
--------------------------------------------------------------------------	----------------------

2) Total Fixed Firm Price for Operations Phrase	\$ <u>2,207,175.78</u>
-------------------------------------------------	------------------------

Total Fixed Price for Web-Enabled Technology	\$ <u>2,878,050.18</u>
----------------------------------------------	------------------------

C. Total Fixed Firm Price Proposal for Required Enhancements	\$ <u>3,804,491.98</u>
--------------------------------------------------------------	------------------------

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
PRICE P R O P O S A L - DIAGNOSIS RELATED GROUPS (DRG)/AMBULATORY
PAYMENT CLASSIFICATION (APC) ENHANCEMENT

REFERENCE NUMBER: 6.2.2

A. Total Fixed Firm Price Proposal for Design, Development and Implementation Phase	\$ <u>581,389.16</u>
B. Total Fixed Firm Price Proposal for Operations Phase	\$ <u>2,746,147.59</u>
C. Total Fixed Firm Price Proposal for Diagnosis Related Groups (DRG)/Ambulatory Payment Classifications (APC)	\$ <u>3,327,536.75</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS PRICE PROPOSAL -

PRICE PROPOSAL FOR MANAGED CARE FORM

REFERENCE NUMBER 6.2.2

A. Total Fixed Firm Price Proposal for Manager Care System Core component excluding PBM Sub-component	\$ <u>955,528.34</u>
B. Total Fixed Firm Price Proposal for Pharmacy Benefits Management System sub-component	\$ <u>261,873.92</u>
C. Total Fixed Firm Price Proposal for Complete Managed Care System	\$ <u>1,217,402.26</u>

Note: The above total will be divided by 60 months to determine the monthly invoice amount.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL -INPATIENT HOSPITAL PRE-ADMISSION
CERTIFICATION/LENGTH OF STAY FORM

REFERENCE NUMBER: 6.2.2

A. Total Price Proposal for Inpatient Hospital Pre-Admission Certification/LOS	\$ 7,831,701.38
B. Total Price Proposal for PC Based SURS	\$ 14,575,413.97
C. Total Price Proposal for MARS	\$ <u>2,774,802.32</u>
D. Total Price Proposal for Prior Authorization	\$ 8,659,130.43
E. Total of the above Price Proposals	\$ <u>33,841,048.10</u>

Note: The above total will be divided by 60 months to determine the monthly invoice amount.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL- R E L A T I O N A L DATA BASE MANAGEMENT SYSTEM

REFERENCE NUMBER: 6.2.2

- A. Total Fixed Firm Price Proposal for Design, Development and Implementation Phase \$ 20,558,934.57
- B. Intentionally left blank
- C. Total Fixed Price Proposal for Transition to a Relational Data Base Management System (RDBMS) \$ 20,558,934.57

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL = PRICE - PROPOSAL FOR OPTIONAL EQUIPMENT FORM

REFERENCE NUMBER 6.2.2

Personal Computers	\$ <u>1736.58</u>
Printers	\$ <u>1423.86</u>

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

PRICE PROPOSAL - PRICE PROPOSAL FOR OPTIONAL STAFFING FORM

REFERENCE NUMBER: 6.2.2

Registered Nurse Reviewer (Fixed firm monthly proposed price)	\$ <u>7,538.85</u>
Psychiatric Nurse Reviewer (fixed firm monthly proposed price)	\$ <u>9,560.91</u>
Provider Relations Representative (fixed firm monthly proposed price)	\$ <u>6,280.70</u>
Provider Enrollment Representative (fixed firm monthly proposed price)	\$ <u>4,725.29</u>
Dental Hygienist (fixed firm monthly proposed price)	\$ <u>6,595.21</u>
Statistician (fixed firm monthly proposed price)	\$ <u>9,016.21</u>
Physician or Dental Consultant (fixed firm hourly proposed price)	\$ <u>188.84</u>

Agenda Item #6

Interpretation of
legislative intent for
appropriations
contained in Act 397 of
the 2023
Regular Session of the
Legislature

RS 24:653

§653. Duties and functions

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

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

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

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

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

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

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

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

(2) No attorney representing the state or any of its departments or agencies or any of its employees entitled to indemnification under R.S. 13:5108.1 shall sign any compromise or settlement which obligates the state to pay 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 commissioner of administration and state treasurer to recommence the acceptance of warrants. If the committee determines that an entity whose operating funds are administered outside of the state treasury has failed to receive the required approval of its budget, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to that effect, and any expenditure of public monies by such entity shall constitute a violation of the provisions of Article VII, Section 14 of the Constitution of Louisiana.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Agenda Item #7

Review and approval of
the Calendar Year 2024
operating budget for the
Louisiana Public
Facilities Authority

Patricia A. Dubroc
President and CEO

Martin Walke
Vice President



LPFA
LOUISIANA PUBLIC FACILITIES AUTHORITY

BOARD OF TRUSTEES

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Casey R. Guidry
Matthew T. Valliere

October 30, 2023

The Honorable Jerome Zeringue
Chairman
Joint Legislative Committee on the Budget
11th Floor, State Capitol
Baton Rouge, LA 70804

The Honorable Bodi White
Vice Chairman
Joint Legislative Committee on the Budget
11th Floor, State Capitol
Baton Rouge, LA 70804

Re: Proposed LPFA Budget for Calendar Year 2024

Dear Chairman Zeringue and Vice Chairman White:

Thank you for your consideration of our proposed Budget for calendar year 2024. This proposed Budget was approved by LPFA's Board of Trustees at a public meeting held on October 11, 2023. I have also included a copy of the resolution adopted by the Board of Trustees approving our proposed 2024 Budget.

As always, the LPFA will operate solely on self-generated revenues. We are not requesting, and we have never received any funds from the State for our operations.

The amount budgeted for revenues has increased by \$ 323,547 primarily due to increases in anticipated Program Fees, resulting from the restructuring of one of our outstanding bond issues and from higher demand in the Authority's numerous loan and revolving fund programs. These funds are anticipated to be recurring revenues. The amount budgeted for operating expenditures has increased by \$ 317,947 accordingly, less Acquisitions, to provide for funding of numerous vital projects, as well as to maintain a balanced budget.

The total expenditures, which includes operating expenditures and anticipated investment interest income requested for 2024 totals approximately \$ 2.85 million, a 12.55% increase over the 2023 total, excluding contingencies for Acquisitions and 12.62% with Acquisitions.

Here are a few brief highlights about the proposed 2024 budget:

Overall **revenues** have increased by \$323,547 (14.45%) primarily due to increases in Program Fees due to the prior bond restructuring and higher demand in our loan

The Honorable Jerome Zeringue
The Honorable Bodi White
October 30, 2023

and revolving fund financing programs, attributed to rising rates. Our various loan programs continue to provide interest savings to local government borrowers while providing modest interest earnings to the LPFA to sustain our operations. We participate with a local bank to finance a local government's borrowing and charge interest at half the amount charged by the bank for a portion of the loan. Demand for these discounted loans is growing and we project an increase in our interest income from these loans.

Overall **expenses** have increased by \$317,947 (12.55%), excluding the amount budgeted for Acquisition contingencies, as a result of the increase in revenues and providing for a balanced budget and will fund program development and increases in market cost for goods and services. Here are a few expense details:

The amount budgeted for **Total Personnel Services Expenses** has increased by \$144,547. This amount includes funding two authorized, restructured positions (an Economic Development Programs & Outreach Coordinator and an Education Marketing and Operations Assistant), from one higher level, funded, vacant position, funding the related health and retirement benefits, provides for an allowance for any projected increases in overall health benefits cost for existing staff, adjustments to provide for the restructuring of three existing, authorized staff positions, and funding performance adjustments for current employees. Please note no adjustments will be made for Executive staff positions in 2024.

The amount budgeted for **Total Operating Services Expenses** has increased by \$112,900, or approximately 12.8 % of the total increase for 2023. This includes allowances for market cost increases in goods and services, additional travel for two new employees, provides for additional travel funds for trustees for advocacy, enhanced IT upgrades and security protection and funding various projects which include an economic impact study, video and related projects.

The amount budgeted for **Professional Services Expenses** has increased by \$60,500, or approximately 28.2% increase over 2023 to provide for increases of \$7,000 in legal and audit costs and the remaining amount to fund projects and outreach awareness activities for program development, website enhancements, marketing and related anniversary projects.

The amount budgeted for "**Acquisitions and Major Repairs**" contingencies has increased by \$5,600 to a total of \$35,000, 19.05% increase over the 2023 amount to provide for the increased cost of goods and services.

The Honorable Jerome Zeringue
The Honorable Bodi White
October 30, 2023

- The number of **authorized employees** remains at 14.
- The number of **funded employees** increased by two, from 10 to 12. As mentioned above, we are funding two positions out of one funded, vacant, authorized position. Three additional, existing positions were restructured with title changes to reflect their current, additional responsibilities.
- All of our employees are unclassified.
- LPFA employees are not considered State employees.
- We do not participate in the State retirement plan, but instead have a **defined contribution retirement plan**.
- We also do not participate in State Group Benefits and have no LPFA provided health insurance coverage after retirement. LPFA employees are eligible for Medicare.
- LPFA employees are not eligible for Social Security.

I have attached information about our recent bond financings and lower rate Economic Development programs and education financing activities. Our education financing division, the Louisiana Education Loan Authority (Lela), acts as a resource to students and parents throughout the state to provide information on applying for federal aid, scholarships, and access to low- cost supplemental financing to pay for college costs.

Please contact me if you have any questions or if you would like me to meet with you or your staff about our proposed 2024 Budget.

Very truly yours,



Patricia A. Dubroc

Enclosures

cc: Members, LPFA Board of Trustees

BUDGET REQUEST

BR-0
(8/22)

Year Ending December 31, 2024

NAME OF DEPARTMENT: Louisiana Public Facilities Authority

ADDRESS: 2237 South Acadian Thruway Suite 650
Baton Rouge, LA

BUDGET UNIT: _____

SCHEDULE NUMBER: _____

ZIP CODE: 70808

FAX NUMBER: (225) 923-0021

TELEPHONE NUMBER: (225) 923-0020

AGENCY WEB ADDRESS: lpfa.com and lela.org

TO THE OFFICE OF PLANNING AND BUDGET:

THE ACCOMPANYING FORMS, STATEMENTS AND EXPLANATIONS HAVE BEEN APPROVED BY US AND ARE COMPRISED AS FOLLOWS:

OPERATIONAL PLAN PACKAGE:	NUMBERED PAGE 1 THROUGH PAGE _____
EXISTING OPERATING BUDGET PACKAGE:	NUMBERED PAGE 1 THROUGH PAGE _____
CONTINUATION BUDGET PACKAGE:	NUMBERED PAGE 1 THROUGH PAGE _____
TECHNICAL/OTHER ADJUSTMENT BUDGET PACKAGE:	NUMBERED PAGE 1 THROUGH PAGE _____
NEW/EXPANDED BUDGET REQUEST PACKAGE:	NUMBERED PAGE 1 THROUGH PAGE _____
TOTAL REQUEST SUMMARY PACKAGE:	NUMBERED PAGE 1 THROUGH PAGE _____
ADDENDA TO REQUEST (WHERE APPLICABLE)	NUMBERED PAGE 1 THROUGH PAGE _____

WE HEREBY CERTIFY THAT THE STATEMENTS AND FIGURES ON THE ACCOMPANYING FORMS ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

HEAD OF DEPARTMENT: Patricia A. Dubroc

PRINTED NAME/TITLE: President and CEO

DATE: 10/30/23

EMAIL ADDRESS: dubroc@lpfa.com

HEAD OF BUDGET UNIT: Patricia A. Dubroc

PRINTED NAME/TITLE: President and CEO

EMAIL ADDRESS: dubroc@lpfa.com

PROGRAM CONTACT PERSON: Tricia A. Dubroc

TITLE: President and CEO

TELEPHONE NUMBER: (225) 923-0020

EMAIL ADDRESS: dubroc@lpfa.com

FINANCIAL CONTACT PERSON: Tricia A. Dubroc

TITLE: President and CEO

TELEPHONE NUMBER: (225) 923-0020

EMAIL ADDRESS: dubroc@lpfa.com

TABLE OF CONTENTS

BR-TC
(08/20)

BUDGET REQUEST DOCUMENTS:

BR-0	<u> X </u>	BR-16A	<u> X </u>
BR-TC	<u> X </u>	BR-16B	<u> X </u>
BR-1	<u> X </u>	BR-16C	<u> X </u>
BR-2	<u> X </u>	BR-16D	<u> X </u>
BR-6	<u> X </u>	BR-17A	<u> X </u>
BR-6A	<u> N/A </u>	BR-18	<u> X </u>
BR-6B	<u> X </u>	BR-18A	<u> N/A </u>
BR-6S	<u> N/A </u>	BR-18B	<u> N/A </u>
BR-7	<u> N/A </u>	BR-19	<u> X </u>
BR-8	<u> X </u>	BR-19A	<u> N/A </u>
BR-9E	<u> N/A </u>	BR-19B	<u> N/A </u>
BR-10	<u> X </u>	BR-20A	<u> X </u>
BR-12	<u> N/A </u>	BR-20B	<u> N/A </u>
BR-13	<u> X </u>	BR-20BX	<u> N/A </u>
BR-14A	<u> X </u>	BR-20C	<u> N/A </u>
BR-14B	<u> N/A </u>	BR-20D	<u> N/A </u>
BR-15A	<u> X </u>	BR-21A	<u> N/A </u>
BR-15B	<u> X </u>	BR-SUPP	<u> N/A </u>
BR-15C	<u> X </u>		
BR-15D	<u> X </u>		
BR-15E	<u> X </u>		
BR-15F	<u> X </u>		
BR-15G	<u> X </u>		
BR-15H	<u> X </u>		
BR-15I	<u> X </u>		
BR-15J	<u> X </u>		
BR-15K	<u> X </u>		

ADDENDA TO REQUEST:

CB-0	<u> </u>	IT-0	<u> </u>
CB-1	<u> </u>		
CB-2	<u> </u>	SUNSET REVIEW	<u> </u>
CB-4	<u> </u>		
CB-5	<u> </u>	WFC-1	<u> </u>
CB-6	<u> </u>	WFC-2	<u> </u>
CB/BR	<u> X </u>	WFC-3	<u> </u>
CB-7	<u> </u>		
CB-8	<u> </u>	CHILD-DT	<u> </u>
CB/BR-20A	<u> </u>	CHILD-DS	<u> </u>
CB/BR-21A	<u> </u>	CHILD-DC	<u> </u>
		CHILD-AS	<u> </u>
T/OAP-0	<u> </u>	CHILD-AC	<u> </u>
T/OAP-1A	<u> </u>	CHILD-1	<u> </u>
T/OAP-2A	<u> </u>	CHILD-2	<u> </u>
NE-0	<u> </u>		
NE-DS	<u> </u>		
NE-AS	<u> </u>		
NE-A	<u> </u>		
NE-B	<u> </u>		
NE-C	<u> </u>		
TR-0	<u> </u>		
TR-SUMM1, 1A, 1B	<u> </u>		
TR-SUMM2, 2A, 2B	<u> </u>		
OPERATION PLAN	<u> </u>		

PLEASE PLACE AN "X" IN THE SPACE PROVIDED IF YOUR BUDGET REQUEST INCLUDES THE INDICATED FORM.

PLEASE PLACE "N/A" IN THE SPACE PROVIDED IF YOUR BUDGET REQUEST DOES NOT INCLUDE THE INDICATED FORM BECAUSE IT IS NOT APPLICABLE.

SUMMARY STATEMENT OF MEANS OF FINANCING FOR YEARS SHOWN

BR-1
(8/20)

LINE NO.	MEANS OF FINANCING	PRIOR YEAR ACTUAL 2022 (no negatives)	EXISTING OPERATING BUDGET 2023 (no negatives)	TOTAL REQUEST 2024 (no negatives)	OVER/UNDER EXISTING OPERATING BUDGET	PERCENT CHANGE
1	FEES & SELF-GENERATED REVENUES	\$ 1,681,236	\$ 2,563,790	\$ 2,887,337	\$ 323,547	12.62%
2						
3	TOTAL MEANS OF FINANCING	\$ 1,681,236	\$ 2,563,790	\$ 2,887,337	\$ 323,547	12.62%

Note: Column totals on BR-1 from should equal corresponding Column totals on BR-2 form.

SUMMARY STATEMENT OF EXPENDITURES FOR YEARS SHOWN

BR-2
(8/22)

LINE NO.	CATEGORY OF EXPENDITURE	PRIOR YEAR ACTUAL 2022 (no negatives)	EXISTING OPERATING BUDGET 2023 (no negatives)	TOTAL REQUEST 2024 (no negatives)	OVER/UNDER EXISTING OPERATING BUDGET	PERCENT CHANGE
1	PERSONAL SERVICES:					
2	Salaries	\$ 877,153	\$ 981,000	\$ 1,068,218	\$ 87,218	8.89%
3	Other Compensation	\$ 8,600	\$ 28,665	\$ 28,665	\$ -	0.00%
4	Related Benefits	\$ 383,530	\$ 430,000	\$ 487,329	\$ 57,329	13.33%
5	TOTAL PERSONAL SERVICES	\$ 1,269,283	\$ 1,439,665	\$ 1,584,212	\$ 144,547	10.04%
6	OPERATING EXPENSES:					
7	Travel	\$ 46,654	\$ 100,700	\$ 130,975	\$ 30,275	30.06%
8	Operating Services	\$ 384,400	\$ 752,775	\$ 815,400	\$ 62,625	8.32%
9	Supplies	\$ 16,014	\$ 27,250	\$ 47,250	\$ 20,000	73.39%
10	TOTAL OPERATING EXPENSES	\$ 447,068	\$ 880,725	\$ 993,625	\$ 112,900	12.82%
11	PROFESSIONAL SERVICES	\$ 126,643	\$ 214,000	\$ 274,500	\$ 60,500	28.27%
12	OTHER CHARGES:					
13	Other Charges	N/A	N/A	N/A	N/A	N/A
14	Debt Service	N/A	N/A	N/A	N/A	N/A
15	Interagency Transfers	N/A	N/A	N/A	N/A	N/A
16	TOTAL OTHER CHARGES	\$ -	\$ -	\$ -	\$ -	N/A
17	ACQUISITIONS & MAJOR REPAIRS:					
18	Acquisitions	\$ -	\$ 29,400	\$ 35,000	\$ 5,600	19.05%
19	Major Repairs	\$ -	\$ -	\$ -	\$ -	N/A
20	TOTAL ACQUISITIONS & MAJOR REPAIRS	\$ -	\$ 29,400	\$ 35,000	\$ 5,600	19.05%
21	UNALLOTTED	N/A	N/A	N/A	N/A	N/A
22	TOTAL EXPENDITURES & REQUEST	\$ 1,842,994	\$ 2,563,790	\$ 2,887,337	\$ 323,547	12.62%
23	AUTHORIZED T. O. FRE POSITIONS					
24	Classified	-	-	-	-	0.00%
25	Unclassified	14	14	14	-	0.00%
26	TOTAL AUTHORIZED T. O. FTE POSITIONS	14	14	14	-	0.00%
27	TOTAL AUTHORIZED OTHER CHARGES POSITION	-	-	-	-	0.00%
28	TOTAL NON-T.O. FTE POSITIONS**	-	-	-	-	0.00%

* Authorized Other Charges Positions are those reported under Objects 3670, 3680, and 3681.

** Non-T.O. FTE Positions are those reported under Object 2200 (exclude WAEs).

Note: There should be no **NEGATIVE** numbers in the following columns: PRIOR YEAR ACTUAL, EXISTING OPERATING BUDGET, AND TOTAL REQUEST.

MEANS OF FINANCING OTHER THAN GENERAL FUND DIRECT

REVENUE OBJECT	SOURCE (FEDERAL, INTERAGENCY TRANSFERS, ETC.) * Give the Legal Citation Authorizing These Funds and Describe Fully Their Purpose and Use.	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET	DETAIL SHEET NOS.
	SELF-GENERATED REVENUES					
	Financing Acceptance Fees	\$ 166,298	\$ 425,000	\$ 425,000	\$ -	
	Financing Application Fees	\$ 6,000	\$ 15,000	\$ 5,000	\$ (10,000)	
	Program Administrative Fees	\$ 1,897,948	\$ 1,567,670	\$ 1,882,337	\$ 314,667	
	Program Fees - General	\$ 5,619	\$ 25,000	\$ 25,000	\$ -	
	Multifamily and other Program Fees	\$ 26,821	\$ 36,120	\$ 35,000	\$ (1,120)	
	Interest Income - Loan Programs	\$ 166,427	\$ 170,000	\$ 190,000	\$ 20,000	
	Interest Income	\$ 232,103	\$ 325,000	\$ 325,000	\$ -	
	Program Investment Earnings	\$ -	\$ -	\$ -	\$ -	
	Miscellaneous Income	\$ 2,532	\$ -	\$ -	\$ -	
	Realized and unrealized gain or loss on investments	\$ (822,512)	\$ -	\$ -	\$ -	
	TOTAL SELF-GENERATED REVENUES	\$ 1,681,236	\$ 2,563,790	\$ 2,887,337	\$ 323,547	
	PUBLIC TRUST ACT:					
	LA. R.S. 9:2341-47					
	The Louisiana Public Facilities Authority (LPFA) is a financing authority created as a public trust and public corporation by a Louisiana corporation, pursuant to an Indenture of Trust. The State of Louisiana is the beneficiary of the LPFA trust. LPFA was established to benefit the State of Louisiana and its citizens through the issuance of taxable and tax-exempt bonds as well as through other means of public service and economic development. The purposes of the LPFA are to promote, encourage and further the accomplishment of all activities beneficial to the state and which have a public purpose.					

* NOTE: Each individual grant, interagency transfer, self-generated revenue source, etc. must be listed separately, and a BR-6A and BR-6B detail sheet must be completed for each separate item listed on the BR-6.

Financing Acceptance Fees	The Authority requires a financing acceptance fee usually equal to one-twentieth of one percent of the face amount of issued bonds less the financing application fee. The financing acceptance fee covers general administration expenses incurred by the Authority. This fee is due upon the closing of a bond issue and is recorded as revenue at such time.
Financing Application Fees	The Authority assesses a non-refundable financing application fee of \$500 on all project-financing applications formally submitted for consideration by the Authority's Board of Trustees.
Program Administrative Fees	The Authority acts as both the issuer and administrator for certain bond programs. The Authority is compensated as administrator through a fee usually based upon a percentage of either the outstanding bonds or assets of the program. The percentages vary from one-tenth of one percent to one percent. The fee is assessed to cover program administrative costs incurred by the Authority.
Multi-family and Other Program Fees	The Authority assesses an annual issuer fee on all multi-family bond issues. The fee is typically based upon a percentage of the outstanding bond principal balance as of January 1 of each year. The percentage usually is either one-twentieth of one percent for pre-1985 issues or one-tenth of one percent for issues thereafter. The Authority also collects fees and interest from its other programs such as the Bond Bank and Rural Development Loan Programs. These fees cover general administration expenses incurred by the Authority.
Interest Income	The Authority receives interest income from the investment of Authority assets.
Program Investment Earnings	Program Investment Earnings consist primarily of residual funds of retired program bond issues. Residual proceeds represent cash and investment balances of a program bond issue that remain after the extinguishment of all obligations, including applicable arbitrage rebate to the federal government. The residuals are due to the Authority unless the program issue's Indenture of Trust identifies another recipient. The residual funds are recognized as income to the Authority upon the termination of the program bond issue's Indenture of Trust. All residuals from project financings are paid to the project borrower.

Line No.	DEPARTMENT OF BR-8 Tracking Sheet		PRIOR YEAR ACTUAL 2022 <small>(NO NEGATIVE NUMBERS IN THIS COLUMN)</small>	EXISTING OPERATING BUDGET 2023 <small>(NO NEGATIVE NUMBERS IN THIS COLUMN)</small>	TOTAL REQUEST 2024 <small>(NO NEGATIVE NUMBERS IN THIS COLUMN)</small>	OVER/UNDER EXISTING OPERATING BUDGET
1	General Fund		-	-	-	
2	Self-Generated Revenues:					
3		Financing Acceptance Fees	166,298	425,000	425,000	-
4		Financing Application Fees	6,000	15,000	5,000	(10,000)
5		Program Administrative Fees	1,897,948	1,567,670	1,882,337	314,667
6		Program Fees - General	5,619	25,000	25,000	-
7		Multifamily and Other Program Fees	26,821	36,120	35,000	(1,120)
8		Interest Income - Loan Programs	166,427	170,000	190,000	20,000
9		Interest Income	232,103	325,000	325,000	-
10		Program Investment Earnings	-	-	-	-
11		Miscellaneous Income	2,532	-	-	-
12		Realized and unrealized gain or loss on investments	(822,512)	-	-	-
13						
14						
15		TOTAL REVENUE	1,681,236	2,563,790	2,887,337	323,547
16						
17		Classified	N/A	N/A	N/A	N/A
18		Unclassified	10	14	14	-
19		TOTAL AUTHORIZED T. O. FTE POSITIONS	14	14	14	-
20		TOTAL AUTHORIZED OTHER CHARGES POSITIONS*	-	-	-	-
21		TOTAL NON-T.O. FTE POSITIONS**	-	-	-	-
22		TOTAL POSITION CONTROL	14	14	14	-
23						
24	2100	Salaries-Classified - Regular	N/A	N/A	N/A	N/A
25	2110	Salaries-Classified - Overtime	N/A	N/A	N/A	N/A
26	2120	Salaries-Classified - Termination	N/A	N/A	N/A	N/A
27	2130	Salaries-Unclassified - Regular	877,153	981,000	1,068,218	87,218
28	2140	Salaries-Unclassified - Overtime	N/A	N/A	N/A	N/A
29	2150	Salaries-Unclassified - Termination	N/A	N/A	N/A	N/A
30		TOTAL SALARIES	877,153	981,000	1,068,218	87,218
31						
32	2200	Other Compensation - Wages	-	665	665	-
33	2210	Other Compensation - Students	-	8,000	8,000	-
34	2221	Compensation Board of Trustees	8,600	20,000	20,000	-
35	2230	Evening Instruction	N/A	N/A	N/A	N/A
36		TOTAL OTHER COMPENSATION	8,600	28,665	28,665	-
37						
38	2300	Retirement - State	N/A	N/A	N/A	N/A
39	2310	Retirement - School Employees	N/A	N/A	N/A	N/A
40	2320	Retirement - Teachers	N/A	N/A	N/A	N/A
41	2330	Retirement - School Lunch	N/A	N/A	N/A	N/A
42	2340	Retirement - Other	98,241	109,900	118,129	8,229
43	2350	FICA Tax - State	N/A	N/A	N/A	N/A
44	2360	Medicare Tax - State	12,846	13,500	15,000	1,500
45	2370	Unemployment Taxes	960	600	700	100
46	2380	Group Insurance - State	219,531	246,000	293,500	47,500
47	2400	Other Related Benefits	51,952	60,000	60,000	-
48	2410	Taxable Fringe Benefits	-	-	-	-
49		TOTAL RELATED BENEFITS	383,530	430,000	487,329	57,329
50						
51		TOTAL PERSONNEL SERVICES	1,269,283	1,439,665	1,584,212	144,547
52						
53	2500	In State Travel - Administrative	6,657	14,800	15,600	800
54	2510	In State Travel - Conferences	4,129	20,000	23,000	3,000
55	2520	In State Travel - Field Travel	526	20,000	27,000	7,000
56	2530	In State Travel - Board Members	6,936	9,000	11,000	2,000
57	2550	In State IT Travel / Training	-	-	-	-
58	2600	Out of State Travel - Administrative	1,758	700	700	-
59	2610	Out of State Travel - Conferences	26,182	32,750	42,725	9,975
60	2620	Out of State Travel - Field Travel	466	950	950	-
61	2630	Out of State Travel - Board Members	-	2,500	10,000	7,500
62	2650	Out of State IT Travel / Training	-	-	-	-
63						
64		TOTAL TRAVEL	46,654	100,700	130,975	30,275
65						
66	2700	Advertising	51,979	115,000	150,000	35,000
67	2710	Printing	14,254	60,000	65,000	5,000
68	2720	Insurance - Automotive	N/A	N/A	N/A	N/A
69	2730	Insurance - Workman's Compensation	2,844	4,600	5,000	400
70	2740	Insurance - Fire & Extended Coverage	4,892	4,600	5,000	400
71	2750	Insurance - Malpractice	N/A	N/A	N/A	N/A
72	2760	Insurance - Other	29,139	27,000	30,000	3,000
73	2770	Maintenance of Prop & Equip - Auto	N/A	N/A	N/A	N/A
74	2780	Maintenance of Prop & Equip - Other	N/A	N/A	N/A	N/A
75	2790	Maintenance of Buildings	N/A	N/A	N/A	N/A
76	2791	Maintenance - Pest Control	N/A	N/A	N/A	N/A
77	2792	Maintenance - Waste Disposal	N/A	N/A	N/A	N/A
78	2800	Maintenance of Equipment	-	4,000	4,000	-
79	2810	Maintenance - Janitorial / Custodial	N/A	N/A	N/A	N/A
80	2811	Maintenance of Grounds	N/A	N/A	N/A	N/A
81	2820	Maintenance of Data Processing Equipment	37,607	50,000	50,000	-

Line No.	DEPARTMENT OF BR-8 Tracking Sheet Program:		PRIOR YEAR	EXISTING	TOTAL	OVER/UNDER
			ACTUAL 2022 (NO NEGATIVE NUMBERS IN THIS COLUMN)	OPERATING BUDGET 2023 (NO NEGATIVE NUMBERS IN THIS COLUMN)	REQUEST 2024 (NO NEGATIVE NUMBERS IN THIS COLUMN)	EXISTING OPERATING BUDGET
82	2825	Maintenance of Data Processing Software	-	-	-	-
83	2830	Rentals - Buildings	153,466	180,000	202,000	22,000
84	2840	Rentals - Equipment	N/A	N/A	N/A	N/A
85	2850	Rentals - Data Processing Equipment	N/A	N/A	N/A	N/A
84	2870	Rentals - Other	N/A	N/A	N/A	N/A
85	2875	Data Processing - Licensing Software	11,778	10,000	18,000	8,000
86	2880	Internet Provider Costs	26,470	60,000	60,000	-
87	2890	Dues & Subscriptions	11,277	21,925	27,750	5,825
88	2900	Mail, Delivery & Postage	7,702	15,000	17,000	2,000
89	2910	Telephone - Services	11,684	\$15,000	\$16,000	1,000
90	2930	Telephone - Other Comm Services	N/A	N/A	N/A	N/A
91	2935	Data Processing - Contract Services	N/A	N/A	N/A	N/A
92	2940	Utilities - Gas	N/A	N/A	N/A	N/A
93	2950	Utilities - Electricity	N/A	N/A	N/A	N/A
94	2960	Utilities - Water	N/A	N/A	N/A	N/A
95	2970	Utilities - Other	N/A	N/A	N/A	N/A
96	2990	Lab Fees	N/A	N/A	N/A	N/A
97	2991	Operating Services - Security	N/A	N/A	N/A	N/A
98	3000	Miscellaneous	17,583	165,850	144,850	(21,000)
99	3010	Depreciation Expense-Building	N/A	N/A	N/A	N/A
100	3020	Depreciation Expense-Improvements	-	400	400	-
101	3030	Depreciation Expense-Equipment	3,725	17,400	18,400	1,000
102	3040	Depreciation Expense-Software	-	2,000	2,000	-
103	3090	Credit Card Transaction Fees	N/A	N/A	N/A	N/A
104	3091	Credit Card Discount Fees	N/A	N/A	N/A	N/A
105						
106		TOTAL OPERATING SERVICES	384,400	752,775	815,400	62,625
107						
108						
109	3100	Office Supplies	16,014	27,250	47,250	20,000
110	3120	Computer Supplies	N/A	N/A	N/A	N/A
111	3130	Clothing & Uniforms	N/A	N/A	N/A	N/A
112	3140	Medical Supplies	N/A	N/A	N/A	N/A
113	3160	Food Supplies	N/A	N/A	N/A	N/A
114	3170	Automotive Supplies	N/A	N/A	N/A	N/A
115	3180	Operating Supplies - Other	N/A	N/A	N/A	N/A
116	3190	Bldgs. Grounds & Gen Plant Supplies	N/A	N/A	N/A	N/A
117	3200	Household Supplies	N/A	N/A	N/A	N/A
118	3300	Repair & Maintenance Supplies - Auto	N/A	N/A	N/A	N/A
119	3310	Repair & Maintenance Supplies - Other	N/A	N/A	N/A	N/A
120	3320	Software	N/A	N/A	N/A	N/A
121	3330	Voc-Tech School Buildings Supplies	N/A	N/A	N/A	N/A
122	3340	Stores Increase	N/A	N/A	N/A	N/A
123						
124		TOTAL SUPPLIES	16,014	27,250	47,250	20,000
125						
126		TOTAL OPERATING SERVICES	447,068	880,725	993,625	112,900
127						
128	3400	Accounting & Auditing	33,000	42,500	44,500	2,000
129	3410	Management Consulting	N/A	N/A	N/A	N/A
130	3420	Engineering & Architectural	N/A	N/A	N/A	N/A
131	3430	Legal	33,999	40,000	45,000	5,000
132	3440	Medical	N/A	N/A	N/A	N/A
133	3460	Other Professional Services	59,644	131,500	185,000	53,500
134	3470	Other Professional Travel	N/A	N/A	N/A	N/A
135	3471	Professional Travel	N/A	N/A	N/A	N/A
136						
137		TOTAL PROFESSIONAL SERVICES	126,643	214,000	274,500	60,500
138						
139	3650	Other Charges	0	0	0	0
140	3670	Other Charges-Salaries-Classified	0	0	0	0
141	3680	Other Compensation	0	0	0	0
142	3690	Related Benefits	0	0	0	0
143	3700&3710	Travel	0	0	0	0
144	3720	O/C - Operating Services	0	0	0	0
145	3730	O/C - Supplies	0	0	0	0
146	3735&3780	Other Charges	0	0	0	0
147	3740	O/C - Professional Services	0	0	0	0
148	3750	O/C - Acquisitions / Major Repairs	0	0	0	0
149	3750 & 3770	Major Repairs	0	0	0	0
150	3840	Other Charges-Client Payments Section 110	0	0	0	0
151						
152		TOTAL OTHER CHARGES	0	0	0	0
153						
154	4800-4899	Debt Service				
155	4900	IAT - Commodities & Services	0	0	0	0
156	4940	IAT - Transfer of Funds	0	0	0	0
157	4960	IAT - Printing	0	0	0	0
158	4970	IAT - Data Processing	0	0	0	0
159	4980	IAT - Insurance	0	0	0	0
160	5000	IAT - Other Maintenance	0	0	0	0

SUMMARY OF COST BY PROGRAM

BR-8
(8/22)

Line No.	DEPARTMENT OF BR-8 Tracking Sheet Program:		PRIOR YEAR	EXISTING	TOTAL	OVER/UNDER
			ACTUAL	OPERATING	REQUEST	EXISTING
			2022	BUDGET	2024	OPERATING
			(NO NEGATIVE NUMBERS	(NO NEGATIVE NUMBERS	(NO NEGATIVE NUMBERS	BUDGET
			IN THIS COLUMN)	IN THIS COLUMN)	IN THIS COLUMN)	
161	5010	IAT - Rentals	0	0	0	0
162	5020	IAT - Dues & Subscriptions	0	0	0	0
163	5030	IAT - Postage	0	0	0	0
164	5040	IAT - Telephone & Telegraph	0	0	0	0
165	5050	IAT - Utilities	0	0	0	0
166	5080	IAT - Laboratory Fees	0	0	0	0
167	5110	IAT - Office Supplies	0	0	0	0
168	5140	IAT - Automotive Supplies	0	0	0	0
169	5150	IAT - Other Operating Services	0	0	0	0
170						
171	TOTAL INTERAGENCY TRANSFER		0	0	0	0
172						
173	TOTAL O/C & IAT		0	0	0	0
174						
175	4400	Land				
176	4410	Buildings				
177	4420	Capitalized Automobile => \$5000	0	0	0	0
178	4440	Equipment \$1000 - \$4999	0	0	0	0
179	4441	Equipment < \$1000	0	0	0	0
180	4442	Equipment => \$5000	0	0	0	0
181	4450	Capitalized Computer Software => \$5000	0	0	0	0
182	4451	Capitalized Computer Hardware => \$5000	0	12,000	15,000	3,000
183	4452	Capitalized Data Comm Facilities => \$5000	0	0	0	0
184	4453	Software \$1000 - \$4999	0	0	0	0
185	4454	Hardware \$1000 - \$4999	0	10,000	10,000	0
186	4455	Data Comm Facilities \$1000 - \$4999	0	0	0	0
187	4456	Software < \$1000	0	0	0	0
188	4457	Hardware < \$1000	0	0	0	0
189	4458	Data Comm Facilities < \$1000	0	0	0	0
190	4470	Household	0	0	0	0
191	4480	Medical	0	0	0	0
192	4490	Office Equipment \$1000 - \$4999	0	7,400	10,000	2,600
193	4491	Capitalized Office Equipment => \$5000	0	0	0	0
194	4492	Office Equipment < \$1000	0	0	0	0
195	4512	Library Reference < \$1000	0	0	0	0
196	4520	Boats \$1000 - \$4999	0	0	0	0
197	4521	Capitalized Boats => \$5000	0	0	0	0
198	4522	Boats < \$1000	0	0	0	0
199	4530	Communications \$1000 - \$4999	0	0	0	0
200	4531	Capitalized Communications => \$5000	0	0	0	0
201	4532	Communications < \$1000	0	0	0	0
202	4540	Other Acquisitions \$1000 - \$4999	0	0	0	0
203	4541	Capitalized Other Acquisitions => \$5000	0	0	0	0
204	4542	Other Acquisitions < \$1000	0	0	0	0
205						
206	TOTAL ACQUISITIONS		0	29,400	35,000	5,600
207						
208	4610	Major Repair - Building	0	0	0	0
209	4620	Major Repair - Auto	0	0	0	0
210	4640	Major Repair - Boats	0	0	0	0
211	4650	Major Repair - Aircraft	0	0	0	0
212	4740	Major Repair - Other	0	0	0	0
213						
214	TOTAL MAJOR REPAIR		0	0	0	0
215						
216	TOTAL ACQUISITION & MAJOR REPAIR		0	29,400	35,000	5,600
217						
218	TOTAL EXPENDITURES		1,842,994	2,563,790	2,887,337	323,547
219						

* Authorized Other Charges Positions are those reported under Objects 3670, 3680, and 3681.

** Non-T.O. FTE Positions are those reported under Object 2200 (exclude WAEs).

SCHEDULE OF WAGES AND STUDENT LABOR

BR-10
(8/22)

Title of Position (Indicate if Student or Wages) (List by Program)	Detailed Explanation for Existing Operating Budget	Prior Year Actual Expend- itures 2022	Existing Operating Budget 2023			Total Request 2024		
			Hourly Rate of Pay	No. of Hours Employ.	Amount	Hourly Rate of Pay	No. of Hours Employ.	Amount
1 Waged Worker	Performs duties and responsibilities for both programs.	\$ -	\$ 19.00	35	\$ 665	\$ 19.00	35	\$ 665
2 Student Workers	Performs duties and responsibilities for both programs.	\$ -	\$ 10.00	800	\$ 8,000	\$ 10.00	800	\$ 8,000
Total Positions 3								
TOTAL WAGES AND STUDENT LABOR		\$ -		835	\$ 8,665		835	\$ 8,665

COMPENSATION OF BOARD OR COMMISSION MEMBERS (TRUSTEES) (2221)

Name of Member	Statutory Authority for Payment	No. of Per Diem Days in 2022	Per Diem Rate	What Other Expenses Are Paid With The Exception Of Travel? (Itemize Type and Amount)	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
Guy Campbell III	La R.S. 9:2343(A)	2	\$200 per day	None	\$ 400	\$ 5,000	\$ 5,000	\$ -
Craig Cheramie	La R.S. 9:2343(A)	9	\$200 per day	None	\$ 1,800	\$ 5,000	\$ 5,000	\$ -
Ronald H. Bordelon	La R.S. 9:2343(A)	7	\$200 per day	None	\$ 1,400	\$ 2,000	\$ 2,000	\$ -
Matthew T. Valliere	La R.S. 9:2343(A)	0	\$200 per day	None	\$ -	\$ 2,000	\$ 2,000	\$ -
David W. Groner	La R.S. 9:2343(A)	8	\$200 per day	None	\$ 1,600	\$ 2,000	\$ 2,000	\$ -
Danny W. Malone	La R.S. 9:2343(A)	9	\$200 per day	None	\$ 1,800	\$ 2,000	\$ 2,000	\$ -
Casey R. Guidry	La R.S. 9:2343(A)	8	\$200 per day	None	\$ 1,600	\$ 2,000	\$ 2,000	\$ -
						\$ -	\$ -	\$ -
TOTAL COMPENSATION					\$ 8,600	\$ 20,000	\$ 20,000	\$ -

OBJECT CLASS	LIST BY PROGRAM	DESTINATION	PURPOSE OF TRAVEL	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024
	IN STATE TRAVEL:					
2500	Administrative	Statewide	To promote, encourage and further the accomplishment of all activities which are or may become of benefit to the state of Louisiana and which have public purpose, including industrial, economic, and community development, health, education, environmental, and public safety; to provide leadership training programs, bond financing seminars, economic development training for local governments and rural areas, educational and networking opportunities for state and local governments; community outreach initiatives; professional training seminars for human resources, computer, and continuing education on federal and state bond laws; to attend economic development conferences, bond closings, groundbreaking ceremonies for bond financings, and public relations seminars and activities; to meet with clients and prospective clients; and to perform general economic development activities.	\$ 6,657	\$ 14,800	\$ 15,600
2510	Conferences, Conventions and Training	Statewide	training for local governments and rural areas, educational and networking opportunities for state and local governments; community outreach initiatives; professional training seminars for human resources, computer, and continuing education on federal and state bond laws; to attend economic development conferences, bond closings, groundbreaking ceremonies for bond financings, and public relations seminars and activities; to meet with clients and prospective clients; and to perform general economic development activities.	\$ 4,129	\$ 20,000	\$ 23,000
2520	Field Travel	Statewide	To develop and market supplemental student loan and outreach programs and other related programs which make higher education more accessible and affordable to Louisiana students, parents and teachers; to provide information on financial aid access and FAFSA completion services in Louisiana; to attend professional training seminars for human resources, accounting, personnel, computer and client users; to attend student loan conferences of third party service providers; to develop in-school lower cost loan programs; to attend student aid operations functions and student loan bond closings and seminars. To attend board meetings, bond commission meetings and other special functions promoting LPFA programs and services. To attend board meetings, bond closings, bond commission meetings and other special functions promoting LPFA programs and services.	\$ 526	\$ 20,000	\$ 27,000
2530	Board Members	Statewide	In Louisiana; to attend professional training seminars for human resources, accounting, personnel, computer and client users; to attend student loan conferences of third party service providers; to develop in-school lower cost loan programs; to attend student aid operations functions and student loan bond closings and seminars. To attend board meetings, bond commission meetings and other special functions promoting LPFA programs and services. To attend board meetings, bond closings, bond commission meetings and other special functions promoting LPFA programs and services.	\$ 6,936	\$ 9,000	\$ 11,000
Explain Existing Operating Budget by Program. Use Continuation Sheet.						

SCHEDULE OF TRAVEL EXPENSE (25; 26) DETAIL

BR-14A
(8/02)

OBJECT CLASS	LIST BY PROGRAM	DESTINATION	PURPOSE OF TRAVEL	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024
	OUT OF STATE TRAVEL:					
2600	Administrative		SEE THE ATTACHED DESCRIPTION OF PROPOSED 2023 OUT OF STATE TRAVEL	\$ 1,758	\$ 700	\$ 700
2610	Conferences, Conventions and Training			\$ 26,182	\$ 32,750	\$ 42,725
2620	Field Travel			\$ 466	\$ 950	\$ 950
2630	Board members			\$ -	\$ 2,500	\$ 10,000
Explain Existing Operating Budget. Use Continuation Sheet.						

PROPOSED OUT OF STATE TRAVEL BUDGET FOR 2023

EMPLOYEES

Staff Member: 2 People
Purpose: NAHEFFA Spring Conference
Location: To be determined by NAHEFFA
Costs to Attend: \$4,000

Staff Member: 2 People
Purpose: NAHEFFA Fall Conference
Location: To be determined by NAHEFFA
Costs to Attend: \$4,000

Staff Member: 1 person
Purpose: Board Meeting
Location: To be determined by NAHEFFA
Costs to Attend: \$1,500

Staff Member: 1 person
Purpose: CDFA Board Meeting
Location: To be determined by CDFA
Costs to Attend: \$1,500

Staff Member: 2 People
Purpose: CDFA Board Meeting & Annual Educational Conference
Location: To be determined by CDFA
Costs to Attend: \$3,000

Staff Member: 1 person
Purpose: CDFA Board Meeting & Strategic Planning
Location: To be determined by CDFA
Costs to Attend: \$1,500

Staff Member: 1 person
Purpose: A meeting or meetings with the MSRB, IRS, SEC, or other Government Agencies at the request of the agencies or in connection with NAHEFFA or CDFA initiatives
Location: Washington, D.C.
Costs to Attend: \$2,000

Staff Member: 1 person
Purpose: Accounting Training and CPE Seminar
Location: To be determined
Costs to Attend: \$3,000

Staff Member: 1 person
Purpose: SPRF Annual Conference
Location: To be determined by SPRF
Costs to Attend: \$2,000

EMPLOYEES CONTD.

	Event/Item	Estimated Amount
Staff member:	2 persons	
Purpose:	Education Finance Council Annual Spring Meeting	
	Annual mtg and training on student loan bond issues, secondary market issues, regulatory compliance	
Location:	To be determined by EFC	
Cost:	Cost:	4,250
Staff member:	Staff member: 2 persons	
Purpose:	Purpose: Education Finance Council Mid-Year Meeting- Training and industry updates	
Location:	Location: Washington D.C.	
Cost:	Cost:	4,000
Staff member:	Staff member: 1 person	
Purpose:	Purpose: US DOE Office of Federal Student Aid (FSA) Annual Meeting	
Location:	Location: As determined by FSA	
Cost:	Cost:	2,000
Staff member:	1 person	
Purpose:	Education Finance Council Strategic Planning Meeting	
Location:	Location: To be determined by the association	
Cost:	Cost:	2,000
Staff member:	1 person	
Purpose:	Southwest Financial Aid Administration Association annual meeting and 2 SWASFSA Board Meetings	
Location:	Location: To be determined by SWASFSA	
Cost:	Purpose: Interacting with schools and financial aid administrators federal regulations	2,000
Staff member:	2 persons	
Purpose:	National Financial Aid Administration Association - compliance	
Location:	Location: To be determined by the respective organizations	
Cost:	Purpose: Interacting with schools and financial aid administrators	4,000
Staff member:	1 person	
Purpose:	National College Access Network NCAN	
Location:	Training on FAFSA completion and regulatory environment	
Cost:	Staff Member:	
	Purpose:	
	Location:	
	Costs to Attend:	<u>2,000</u>

TRUSTEES

Staff member:	Council of Development Finance Agencies, National Association of Health and Educational Facilities Finance	
Purpose:	Authorities or Education Finance Council - Capital Hill Day; Advocacy; Economic Development meetings as determined	
Location:	Location: Washington, DC and various locations	
Cost:	Purpose: Educate and update Louisiana's Congressional Delegation about LPFA's Programs and Services	
	Board Memberes	<u>10,000</u>
	Total for Trustees	<u>10,000</u>

ADVERTISING 2700	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
Advertising and Business Promotions	\$ 51,979	\$ 115,000	\$ 150,000	\$ 35,000
TOTAL	\$ 51,979	\$ 115,000	\$ 150,000	\$ 35,000

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

PRINTING 2710	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
Printing and Binding	\$ 14,254	\$ 60,000	\$ 65,000	\$ 5,000
TOTAL PRINTING	\$ 14,254	\$ 60,000	\$ 65,000	\$ 5,000

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

INSURANCE	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2720 - AUTOMOTIVE	N/A	N/A	N/A	N/A
2730 - WORKMAN'S COMPENSATION	\$ 2,844	\$ 4,600	\$ 5,000	\$ 400
2740 - FIRE & EXTENDED COVERAGE	\$ 4,892	\$ 4,600	\$ 5,000	\$ 400
2750 - MALPRACTICE	N/A	N/A	N/A	N/A
2760 - OTHER				
Insurance Surty and D&O	\$ 29,139	\$ 27,000	\$ 30,000	\$ 3,000
TOTAL OTHER	\$ 29,139	\$ 27,000	\$ 30,000	\$ 3,000
PAGE TOTAL	\$ 36,875	\$ 36,200	\$ 40,000	\$ 3,800

MAINTENANCE OF PROPERTY AND EQUIPMENT	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2770 - AUTOMOTIVE	N/A	N/A	N/A	N/A

Explain Existing Operating Budget by Program. Use Continuation Sheet if Necessary.

MAINTENANCE OF PROPERTY AND EQUIPMENT	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2780 - PROPERTY & EQUIP. - OTHER	N/A	N/A	N/A	N/A
2790 - BUILDINGS	N/A	N/A	N/A	N/A
2800 - EQUIPMENT	\$ -	\$ 4,000	\$ 4,000	\$ -
2810 - JANITORIAL/CUSTODIAL	N/A	N/A	N/A	N/A
2820 - DATA PROCESSING - REPAIRS MAINTENANCE IT	\$ 37,607	\$ 50,000	\$ 50,000	\$ -
2825 - DATA PROCESSING - SOFTWARE	\$ -	\$ -	\$ -	\$ -
PAGE TOTAL	\$ 37,607	\$ 54,000	\$ 54,000	\$ -

Explain Existing Operating Budget by Program. Use Continuation Sheet if Necessary.

RENTALS	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2830 - BUILDINGS				
Office	\$ 143,686	\$ 170,000	\$ 190,000	\$ 20,000
Storage Facility	\$ 9,780	\$ 10,000	\$ 12,000	\$ 2,000
TOTAL BUILDINGS	\$ 153,466	\$ 180,000	\$ 202,000	\$ 22,000
2840 - EQUIPMENT	N/A	N/A	N/A	N/A
2850 - DATA PROCESSING	N/A	N/A	N/A	N/A
2860 - THIRD PARTY LEASES	N/A	N/A	N/A	N/A
2865 - DATA PROCESSING EQUIPMENT - FINANCING	N/A	N/A	N/A	N/A
2870 - OTHER (SPECIFY)	N/A	N/A	N/A	N/A
*AUTO, AIRCRAFT, BOAT	N/A	N/A	N/A	N/A
2875 - DATA PROCESSING EQUIPMENT - SOFTWARE	\$ 11,778	\$ 10,000	\$ 18,000	\$ 8,000
2880 - INTERNET PROVIDER COSTS	\$ 26,470	\$ 60,000	\$ 60,000	\$ -
PAGE TOTAL	\$ 191,714	\$ 250,000	\$ 280,000	\$ 30,000

Explain Existing Operating Budget by Program. Use Continuation Sheet to list specifics as outlined in the Instruction Manual.

DUES AND SUBSCRIPTIONS 2890	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
Dues and Membership	\$ 10,020	\$ 18,175	\$ 22,000	\$ 3,825
Publications/Reports	\$ 62	\$ 750	\$ 750	\$ -
Subscriptions	\$ 1,195	\$ 3,000	\$ 5,000	\$ 2,000
TOTAL DUES AND SUBSCRIPTIONS	\$ 11,277	\$ 21,925	\$ 27,750	\$ 5,825

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

DUES AND SUBSCRIPTIONS 2890	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
DUES AND MEMBERSHIP			
Council of Development Finance Agencies	\$ 3,000	\$ 3,150	\$ 150
National Ass'n. of Health & Education Fac. Finance Authorities	\$ 4,000	\$ 4,150	\$ 150
Louisiana Ind. Dev. Executives Assn.	\$ 200	\$ 200	\$ -
Louisiana Assoc. of Non Profit Org.	\$ 100	\$ 100	\$ -
Louisiana Business Incubation Assoc.	\$ 100	\$ 100	\$ -
Miscellaneous	\$ 2,475	\$ 5,000	\$ 2,525
Southwest Assoc. of Student Aid Admin.	\$ 250	\$ 250	\$ -
Louisiana Assoc. of Student Aid Admin.	\$ 250	\$ 250	\$ -
Education Finance Council	\$ 1,000	\$ 1,000	\$ -
National College Access Network	\$ 1,000	\$ 2,000	\$ 1,000
Louisiana Banker's Association	\$ 1,000	\$ 1,000	\$ -
National Association of Financial Aid Administrators	\$ 4,800	\$ 4,800	\$ -
TOTAL DUES AND MEMBERSHIP	\$ 18,175	\$ 22,000	\$ 3,825

DUES AND SUBSCRIPTIONS 2890	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
PUBLICATIONS AND REPORTS			
Legal Directories Publication	\$ 30	\$ 30	\$ -
Louisiana Governmental Studies	\$ 375	\$ 375	\$ -
Secretary of State Publications	\$ 75	\$ 75	\$ -
Louisiana Press Association	\$ 20	\$ 20	\$ -
Louisiana Assoc. of Non Profit Org.	\$ 20	\$ 20	\$ -
Legal Directories Publication	\$ 30	\$ 30	\$ -
La. Assoc. of College Reg.and Admiss. Off.	\$ 50	\$ 50	\$ -
Louisiana Bankers Association	\$ 125	\$ 125	\$ -
Louisiana Press Association	\$ 25	\$ 25	\$ -
TOTAL PUBLICATIONS AND REPORTS	\$ 750	\$ 750	\$ -

DUES AND SUBSCRIPTIONS 2890	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
SUBSCRIPTIONS			
The Bond Buyer	\$ 1,300	\$ 1,300	\$ -
New Orleans City Business	\$ 100	\$ 100	\$ -
State Bond Commission	\$ 35	\$ 35	\$ -
Tax Analysts	\$ 150	\$ 150	\$ -
Capitol City Press	\$ 75	\$ 75	\$ -
Finder Binder	\$ 60	\$ 135	\$ 75
B.R. Business Report	\$ 50	\$ 50	\$ -
Metro Press Clipping	\$ 1,025	\$ 1,025	\$ -
Sheshunoff Publications	\$ 55	\$ 55	\$ -
Capital City Press	\$ 125	\$ 125	\$ -
Postsecondary Education	\$ 25	\$ 525	\$ 500
Miscellaneous- Economic Development/Green Bank/Healthcare		\$ 1,000	\$ 1,000
Chronical of Higher education		\$ 425	\$ 425
TOTAL SUBSCRIPTIONS	\$ 3,000	\$ 5,000	\$ 2,000

MAIL, DELIVERY & POSTAGE 2900	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
Freight and Shipping	\$ 4,169	\$ 10,000	\$ 12,000	\$ 2,000
Postage Expense	\$ 3,533	\$ 5,000	\$ 5,000	\$ -
TOTAL MAIL, DELIVERY & POSTAGE	\$ 7,702	\$ 15,000	\$ 17,000	\$ 2,000

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

Major articles mailed:

- 1) Quarterly LPFA Newsletter sent to clients for education and awareness.
- 2) Annual Report sent to clients for education and awareness.
- 3) Ongoing Student Loan marketing materials including direct mail campaigns to high school students.
- 4) Ongoing Board of Trustees meeting agendas.

TELEPHONE SERVICES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2910 - TELEPHONE SERVICES	\$11,684	\$15,000	\$16,000	\$ 1,000
2930 - OTHER COMMUNICATION SERVICES	N/A	N/A	N/A	N/A
2935 - DATA PROCESSING - CONTRACT SERVICES	N/A	N/A	N/A	N/A
PAGE TOTAL	\$ 11,684	\$ 15,000	\$ 16,000	\$ 1,000

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

UTILITIES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2940 - GAS	N/A	N/A	N/A	N/A
2950 - ELECTRICITY	N/A	N/A	N/A	N/A
2960 - WATER	N/A	N/A	N/A	N/A
2970 - OTHER	N/A	N/A	N/A	N/A
PAGE TOTAL	0	0	0	0

Explain Existing Operating Budget By Program. Use Continuation Sheet if Necessary.

OTHER OPERATING SERVICES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
2980 - LAUNDRY	N/A	N/A	N/A	N/A
2990 - LABORATORY FEES	N/A	N/A	N/A	N/A
2991 - SECURITY	N/A	N/A	N/A	N/A
3000 - MISCELLANEOUS				
Unreimbursed Project Costs	\$ -	\$ 400	\$ 400	\$ -
DNR Program Expenses	\$ 13,083	\$ 11,000	\$ 15,000	\$ 4,000
Bank Charges	\$ 4,500	\$ 4,000	\$ 4,000	\$ -
Miscellaneous	\$ -	\$ 400	\$ 400	\$ -
Taxes and Licenses	\$ -	\$ 50	\$ 50	\$ -
Bad Debt Expense	\$ -	\$ -	\$ -	\$ -
Grants/ Technical Assistance/Advocacy	\$ -	\$ 150,000	\$ 125,000	\$ (25,000)
TOTAL MISCELLANEOUS	\$ 17,583	\$ 165,850	\$ 144,850	\$ (21,000)
3020 - DEPRECIATION EXPENSE-IMPROVEMENTS	\$ -	\$ 400	\$ 400	
3030 - DEPRECIATION EXPENSE-EQUIPMENT	\$ 3,725	\$ 17,400	\$ 18,400	\$ 1,000
3040 - DEPRECIATION EXPENSE-SOFTWARE	\$ -	\$ 2,000	\$ 2,000	\$ -
PAGE TOTAL	\$ 21,308	\$ 185,650	\$ 165,650	\$ (20,000)

Explain Existing Operating Budget By Program. Use Continuation Sheet if Necessary.

SCHEDULE OF SUPPLIES-DETAIL 3

DETAILED EXPLANATION MUST BE PROVIDED

BR-16A
(08/22)

OFFICE SUPPLIES 3100	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
Copier Expense	\$ 3,457	\$ 6,500	\$ 6,500	\$ -
Office Expenses	\$ 12,557	\$ 20,000	\$ 40,000	\$ 20,000
Miscellaneous	\$ -	\$ 750	\$ 750	\$ -
TOTAL OFFICE SUPPLIES	\$ 16,014	\$ 27,250	\$ 47,250	\$ 20,000

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

DETAILED EXPLANATION MUST BE PROVIDED

OPERATING SUPPLIES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
3110 - PHARMACEUTICALS	N/A	N/A	N/A	N/A
3120 - COMPUTER	N/A	N/A	N/A	N/A
3130 - CLOTHING - UNIFORMS	N/A	N/A	N/A	N/A
3140 - MEDICAL	N/A	N/A	N/A	N/A
3150 - EDUCATION & RECREATION	N/A	N/A	N/A	N/A
3160 - FOOD	N/A	N/A	N/A	N/A
PAGE TOTAL	0	0	0	0

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

OTHER OPERATING SUPPLIES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
3170 - AUTOMOTIVE	N/A	N/A	N/A	N/A
3180 - OTHER	N/A	N/A	N/A	N/A
3185 - PURCHASING CARD	N/A	N/A	N/A	N/A
3190 - BUILDINGS, GROUNDS & GENERAL PLANT	N/A	N/A	N/A	N/A
3200 - HOUSEHOLD	N/A	N/A	N/A	N/A
3210 - FARM	N/A	N/A	N/A	N/A
3220 - PERSONAL ITEMS	N/A	N/A	N/A	N/A
3230 - OTHER MEDICAL	N/A	N/A	N/A	N/A
PAGE TOTAL	0	0	0	0

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

REPAIR & MAINTENANCE SUPPLIES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
3300 - AUTOMOTIVE	N/A	N/A	N/A	N/A
3310 - OTHER	N/A	N/A	N/A	N/A
3320 - SOFTWARE	N/A	N/A	N/A	N/A
3330 - VOC-TECH SCHOOL BLDG. SUPPLIES	N/A	N/A	N/A	N/A
3340 - STORES INCREASE	N/A	N/A	N/A	N/A
3350 - STORES DECREASE	N/A	N/A	N/A	N/A
PAGE TOTAL	0	0	0	0

Explain Existing Operating Budget By Program. Use Continuation Sheet If Necessary.

OBJECT CLASS	DESCRIPTION	NAME AND ADDRESS OF INDIVIDUAL AND/OR FIRM	NATURE OF WORK PERFORMED AND JUSTIFICATION FOR SERVICES	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
3400	Accounting			\$ -	\$ 3,500	\$ 3,500	\$ -
3400	Audit	Duplantier, Hrapman, Hogan & Maher, LLP		\$ -	\$ 39,000	\$ 41,000	\$ 2,000
3400	Audit	Louisiana State Legislative Auditor		\$ 33,000	\$ -	\$ -	\$ -
	SUB-TOTAL			\$ 33,000	\$ 42,500	\$ 44,500	\$ 2,000
3430	Legal			\$ -	\$ -	\$ -	\$ -
3430	Legal	Breazeale Sachse Wilson, LLP		\$ 5,699	\$ 5,000	\$ 7,000	\$ 2,000
3430	Legal	Gregory A. Pletsch & Associate			\$ 3,000	\$ 3,000	\$ -
3430	Legal	Jacob S. Capraro		\$ 28,300	\$ 27,000	\$ 30,000	\$ 3,000
3430	Legal	Kutak Rock		\$ -	\$ 3,000	\$ 3,000	\$ -
3430	Legal	Foley & Lardner		\$ -	\$ 2,000	\$ 2,000	\$ -
	SUB-TOTAL			\$ 33,999	\$ 40,000	\$ 45,000	\$ 5,000
3460	Casual Labor	Various		\$ -	\$ 6,500	\$ 10,000	\$ 3,500
3460	Media Graphics/ Third Party	Hometown Productions		\$ -	\$ -	\$ 25,000	\$ 25,000
3460	Media Graphics/ Third Party	Don Kadair Photography		\$ 350	\$ 1,500	\$ 1,500	\$ -
3460	Media Graphics/ Third Party	Object 9		\$ 26,148	\$ 25,000	\$ 30,000	\$ 5,000
3460	Media Graphics/ Third Party	Various		\$ -	\$ 2,020	\$ 2,020	\$ -
3460	Media Graphics/ Third Party	Dr. James Richardson		\$ -	\$ 14,500	\$ 17,500	\$ 3,000
3460	Media Graphics/ Third Party	NAHEFFA		\$ -	\$ 2,000	\$ 5,000	\$ 3,000
3460	Media Graphics/ Third Party	EGB Creative or Similar		\$ 1,261	\$ 1,000	\$ 5,000	\$ 4,000
3460	Media Graphics/ Third Party	NRCCUA		\$ 6,182	\$ -	\$ -	\$ -
3460	Media Graphics/ Third Party	B. Ann Carmichael		\$ 25,703	\$ 24,000	\$ 24,000	\$ -
3460	Media Graphics/ Third Party	Various Website and Program Content Creation		\$ -	\$ 14,980	\$ 24,980	\$ 10,000
3460	Media Graphics/ Third Party	Various Consulting Services		\$ -	\$ 40,000	\$ 40,000	\$ -
	SUB-TOTAL			\$ 59,644	\$ 131,500	\$ 185,000	\$ 53,500
	PAGE TOTAL			\$ 126,643	\$ 214,000	\$ 274,500	\$ 60,500
Explain Existing Operating Budget by Program. Use Continuation Sheet if Necessary.							

**NATURE OF WORK PERFORMED
AND JUSTIFICATION FOR SERVICES**

Postlethwaite and Netterville, APAC – 8550 United Plaza Blvd. Suite 1001, Baton Rouge, LA 70809 – Provides some accounting services related to LPFA operations, including but not limited to payroll, maintenance of general ledger and financial statement preparation. Provides independent audit function for the LPFA's student loan program.

Brezeale, Sachse & Wilson, LLP – P.O. Box 3197, Baton Rouge, LA 70821 – Provides legal counsel and expertise relative to student loan, labor, ongoing LPFA administrative matters, LouLease Program and general r

Gregory A. Pletsch & Associates – 8555 United Plaza Blvd. Suite 301, Baton Rouge, LA 70809 – Provides legal counsel to both programs of the LPFA.

ENCOURA - Austin, Texas. Provides contact lists of potential Louisiana college bound seniors.

Jacob S. Capraro – 1100 Poydras Street, Suite 2900, New Orleans, LA 70163 – Provides legal counsel and expertise to both programs of the LPFA.

Foley & Lardner – 777 East Wisconsin Ave., Milwaukee, WI 53202 – Provides legal counsel and expertise in connection with the LPFA's student loan program with respect to drafting and maintaining the federally required "Privacy Policy" for the student loan program and matters related thereto.

Kutak Rock – 4435 Main Street, Suite 810, Kansas City, MO 64111 – Provides legal counsel and expertise in connection with LPFA bond issues and programs.

Don Kadair Photography – 8590 Oliver Ave, Baton Rouge, LA 70809– Provides professional photography services for both programs of the LPFA. Services include photography for the newsletters, brochures, other publications and the LPFA Annual Report.

Dr. James Richardson - 3165 Kleinert Avenue, Baton Rouge, LA 70806 – The Authority periodically uses Dr. Richardson to prepare and update a study detailing the economic impact of the Authority and its financings

DHHM- Duplantier, Hrapmann, Hogan & Maher/ as selected by Louisiana Legislative Auditor - 1615 Poydras st. Suite 2100 New Orleans, LA 70112 – Provides primary general independent audit function related to LPFA operations.

Object 9 - Baton Rouge Location: 312 W Ardenwood Dr., Baton Rouge, LA 70806 – Provides expertise in the design and production of marketing print materials, digital services and graphics for the LPFA's student loan programs as well as expertise in the design and production of letterhead, business cards, logo designs, and other services for both programs of the LPFA.

EGB Creative - 15214 Oakview Lane, Baton Rouge, LA 70817 – Provides creative, digital and design services.

CBM Technology - 218 E. Bridge St., Breaux Bridge, LA 70517 – Provides IT and security services & support on behalf of the Authority

Hometown Video Productions- 638 Penalver Street Baton Rouge, LA 70802 – Provides contracted services to creative and produce video content for LPFA services and programs

LINE NO.	DESCRIPTION	PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET	DETAIL SHEET NOS.
1						
2	N/A	N/A	N/A	N/A	N/A	N/A
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23	TOTAL OTHER CHARGES					
	AUTHORIZED OTHER CHARGES POSITIONS:					
24	Other Charges-Salaries Classified (3670)					
25	Other Charges-Compensation (3680)					
26	Other Charges-Wages (3681)					
27	TOTAL AUTHORIZED OTHER CHARGES POSITIONS*					

* Authorized Other Charges Positions are those reported under Objects 3670, 3680, and 3681 (exclude WAEs).

SCHEDULE OF INTERAGENCY TRANSFERS

BR-19
(6/08)

LINE NO		PRIOR YEAR ACTUAL 2022	EXISTING OPERATING BUDGET 2023	TOTAL REQUEST 2024	OVER/UNDER EXISTING OPERATING BUDGET
1	General Fund				\$0
2	Interagency Transfer				\$ -
3	Self Generated Revenue				\$0
4	Statutory Dedications:				\$0
5	(List Statutory Dedications Separately)				\$0
6	IEB				\$0
7	Federal Funds				\$0
8	TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -
	DESCRIPTION				
	(To Be Transferred To)				
9	State of Lousiana per 2015 Act 121	\$0	\$0	\$0	\$0
10					\$0
11					\$0
12					\$0
13					\$0
14					\$0
15					\$0
16					\$0
17					\$0
18					\$0
19					\$0
20					\$0
21					\$0
22					\$0
23	TOTAL INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0

Note: Copies of all IAT agreements requested to be funded should be included in the agency's budget request submission. Verify that all such agreements are included prior to submitting the budget request. This excludes statewide IAT agreements - ie. OTM, Risk Management.

DETAIL OF ACQUISITIONS REQUESTED

BR-20A

(USE THIS FORM TO EXPLAIN ACQUISITIONS AUTHORIZED IN THE EXISTING OPERATING BUDGET)

(9/09)

Priority Number	OBJ CLASS	QUANTITY	EQUIPMENT REPLACED DESCRIPTION BY PROGRAM	AMOUNT	OBJ CLASS	QUANTITY	NEW EQUIPMENT	
							DESCRIPTION BY PROGRAM	AMOUNT
							Both Programs*	
					4450		Acquisitions - Capitalized Software	
								\$ -
							Subtotal	\$ -
					4451		Acquisitions - Capitalized Hardware	
						1	Computer and Telephone Network Upgrades	\$ 15,000
								\$ -
							Subtotal	\$ 15,000
					4453		Acquisitions - Software	
								\$ -
							Subtotal	\$ -
					4454		Acquisitions - Hardware	
						2	Laptop Computers	\$ 5,000
						3	Desktop Computers	\$ 5,000
							Subtotal	\$ 10,000
					4456		Acquisitions - Software Less Than \$1000	
								\$ -
							Subtotal	\$ -
					4457		Acquisitions - Hardware Less Than \$1000	
							Subtotal	\$ -
					4490		Acquisitions - Office Equipment	
							Various Office Furniture and Equipment to Replace Old or Broken Items	\$ 10,000
							Subtotal	\$ 10,000
					4491		Acquisitions - Capitalized Office Equipment	
								\$ -
							Subtotal	\$ -
					4492		Acquisitions - Office Equipment Less Than \$1000	
							Subtotal	\$ -

Itemized Equipment currently authorized in the Existing Operating Budget. Use Continuation Sheet.

1 Name of Incumbent	2 C or U	3 Date of Vacancy	4 Class or Title of Position (including Pay Scale Group)	5 Current Semi-Monthly Salary as of 10/15/2023 ----	6 Semi-Monthly Increases To Be Given Prior to End of Current Year			7 Total Base for Requested Year (Column 5 + Column 6B) X 26	8 Total Salary Adjustments for Requested Year			9 Total Salary for Requested Year Column 7 + Column 8C	10 Related Benefits			
					6A	6B	6C		8A	8B	8C		Retirement	F.I.C.A. Tax	F.I.C.A. Medicare Tax	Group Insurance
					Date	Biweekly Amount	Total Amount		Date	Biweekly Amount	Total Amount					
Patricia A. Dubroc	U		President & CEO (Appointed 10/2022, effective 1-1-23) (Formerly Vice President of Student Loans and Administration)	\$8,531	\$0	\$0	\$204,744	1/1/2024	*	*	*	*	\$0	*	*	
Martin Walke	U		Vice President,(Appointed 10/2022, effective 1-1-23) (Formerly Vice President of Economic and Program Development)	\$6,625	\$0	\$0	\$159,000	1/1/2024	*	*	*	*	\$0	*	*	
Vacant	U		Vice President of Student Loans and Administration	\$0	\$0	\$0	\$0	1/1/2024	*	*	*	*	\$0	*	*	
Amy Tuminello	U		Accountant	\$3,756	\$0	\$0	\$90,144	1/1/2024	*	*	*	*	\$0	*	*	
Currently Vacant	U		Assistant Vice President of Student Loans	\$0	\$0	\$0	\$0	1/1/2024	*	*	*	*	\$0	*	*	
Stacye Bradford	U		Executive Assistant	\$3,050	\$0	\$0	\$73,200	1/1/2024	*	*	*	*	\$0	*	*	
Joni Leggio	U		Assistant Vice President of Student Loans	\$3,960	\$0	\$0	\$95,040	1/1/2024	*	*	*	*	\$0	*	*	
Barbara A. Carmichael	U		Marketing Representative	\$2,083	\$0	\$0	\$49,992	1/1/2024	*	*	*	*	\$0	*	*	
Currently Vacant	U		Client Service Representative	\$0	\$0	\$0	\$0	1/1/2024	*	*	*	*	\$0	*	*	
Emily Singleton	U		Public Information / IT Manager	\$2,156	\$0	\$0	\$51,744	1/1/2024	*	*	*	*	\$0	*	*	
Kentra Davis	U		Compliance Analyst	\$2,087	\$0	\$0	\$50,088	1/1/2024	*	*	*	*	\$0	*	*	
Geratyn King	U		Administrative Assistant	\$1,846	\$0	\$0	\$44,304	1/1/2024	*	*	*	*	\$0	*	*	
Currently Vacant	U		Administrative Assistant	\$0	\$0	\$0	\$0	1/1/2024	*	*	*	*	\$0	*	*	
Rachel Simmons	U		Receptionist	\$1,464	\$0	\$0	\$35,136	1/1/2024	*	*	*	*	\$0	*	*	
James W. Parks II	U		Part-time Program Advisor	\$750	\$0	\$0	\$18,000	1/1/2024	*	*	*	*	\$0	*	*	
			* NOTE: A performance salary adjustment will be made for the current year as determined by LPFA management. The total pool of funds for such performance adjustments is 4.68% of the current amount budgeted for salaries. Three existing positions were restructured with additional responsibilities and related adjustments will be made which total 4.16% of current total salaries. Additionally, one existing, vacant, higher level VP position will be restructured, resulting in two additional, authorized positions for 2024. This restructuring would be cost neutral to the overall salary budget. Executive management will receive zero adjustments to salaries in 2024.													
			Column 7 reflects salaries as of October 15, 2023.													
SUBTOTALS	0			\$36,308	\$0	\$0	\$852,800		\$0	\$0	\$981,000	\$109,900	\$0	\$13,500	\$246,000	
LESS ATTRITION											\$0	\$0	\$0	\$0	\$0	
TOTALS	0			\$36,308	\$0	\$0	\$852,800		\$0	\$0	\$981,000	\$109,900	\$0	\$13,500	\$246,000	

LOUISIANA PUBLIC FACILITIES AUTHORITY

On the motion of Trustee Guidry, seconded by Trustee Valliere, the following resolution was unanimously adopted:

A resolution approving the Annual Budget of the Louisiana Public Facilities Authority for Calendar Year 2024 and the submitting of the Annual Budget of the Louisiana Public Facilities Authority to the Joint Legislative Committee on the Budget; and providing for other matters with respect thereto.

WHEREAS, the Louisiana Public Facilities Authority (the "Authority") is a public trust and public corporation established by a private corporation for the benefit of the State of Louisiana (the "State") by a certain Indenture of Trust dated August 21, 1974 (the "Indenture of Trust"), under and pursuant to the provisions of the Louisiana Public Trust Act, Louisiana Revised Statutes 9:2341-2347 of 1950, as amended (the "Act"); and

WHEREAS, each year the Authority operates pursuant to a budget; and

WHEREAS, the Board of Trustees of the Authority desires to approve the Annual Budget attached hereto as Exhibit "A" for calendar year 2024; and

WHEREAS, pursuant to Act 915 of the 1999 Regular Session of the Louisiana Legislature ("Act 915"), the Authority is to submit its proposed annual operating budget to the Joint Legislative Committee on the Budget for its review and approval;

WHEREAS, it is now the desire of the Board of Trustees of the Authority to authorize and direct the submitting of the Authority's annual operating budget for 2024 to the Joint Legislative Committee on the Budget in accordance with Act 915;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE LOUISIANA PUBLIC FACILITIES AUTHORITY:

SECTION 1. The Trustees, for and on behalf of the Authority, hereby approve the Annual Budget attached hereto as Exhibit "A" for calendar year 2024.

SECTION 2. The Trustees, for and on behalf of the Authority, hereby authorize and direct the Staff of the Authority to submit a copy of the Authority’s annual operating budget for 2024, as approved pursuant to Section 1 hereof, no later than November 1, 2023, to the Joint Legislative Committee on the Budget in accordance with Act 915.

SECTION 3. The Chairman, Vice-Chairman, Secretary-Treasurer and any Assistant Secretary are hereby authorized and directed to do all things necessary to effectuate and implement the purpose and intent of this Resolution.

SECTION 4. This Resolution shall become effective upon its adoption.

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Ronald H. Bordelon	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Guy Campbell III	<u> </u>	<u> </u>	<u> X </u>	<u> </u>
Craig A. Cheramie	<u> </u>	<u> </u>	<u> X </u>	<u> </u>
David Groner	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Casey R. Guidry	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Dannye W. Malone	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Matthew T. Valliere	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

This Resolution was declared adopted on this 11th day of October, 2023.

* * * *

(Other items of business not pertinent to the foregoing resolution may be found in the official minutes of the Board of Trustees of the Authority.)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

CERTIFICATE OF ASSISTANT SECRETARY

I, the undersigned, do hereby certify that I am an Assistant Secretary of the Board of Trustees of the Louisiana Public Facilities Authority (the "Authority"), a public trust duly organized and existing under and by virtue of the laws of the State of Louisiana, and in such capacity I have access to all records of the Authority.

I do hereby further certify that at a meeting of the Trustees of the Authority, duly called, held and convened, according to law, on the 11th day of October, 2023, a quorum being present and voting thereon, the above and foregoing Resolution was unanimously adopted and that said Resolution is a full true and correct copy of said Resolution as it appears on the records of the Authority and that the same has not been revoked or amended and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Authority this 11th day of October, 2023.

LOUISIANA PUBLIC FACILITIES AUTHORITY

SEAL

By: Patricia A. Duluc
Assistant Secretary

Activity Information: LPFA

Bonds Issued

<u>Project Category</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
Health Care	\$ 13,264,000	\$ -	\$ -
Hospitals	\$ 583,135,000	\$ 254,405,000	\$ 200,000,000
Economic Development	\$ 23,540,000	\$ 40,550,000	\$ 14,350,000
Student Loans	\$ -	\$ -	\$ -
Universities	\$ 287,375,000	\$ 81,930,000	\$ 29,820,000
Multi-Family Housing	\$ -	\$ -	\$ -
State of Louisiana	\$ 3,200,000	\$ 3,300,000	\$ 19,790,000
Communities			\$ 45,725,000
Single-Family Housing	\$ -	\$ -	\$ -
TOTAL	\$ 910,514,000	\$ 380,185,000	\$ 309,685,000

Louisiana Public Facilities Authority (LPFA)
Revolving Loan Fund Programs
(as of November 1, 2023)

The following is a summary of Revolving Loan Funds managed by the LPFA for Louisiana utilizing dedicated reserve funds.

The Low Interest Capital Facilities Bond Bank Program – this program assists local government or non-profit entities by reducing their overall borrowing costs. If an entity has a need to purchase capital facilities or equipment, it may borrow up to \$2 million for a term not to exceed 10 years. The entity negotiates the best interest terms with its commercial banker for 75 percent of the total amount of the project loan. The LPFA funds the remaining 25 percent of the loan, up to a maximum of \$500,000, at an interest rate 50 percent of the bank's interest rate. For example, if the bank charges an interest rate of 4% for its portion of the loan, the LPFA's interest rate for its portion would be 2%. This allows the entity to save on its overall or total borrowing costs.

The Rural Development Loan Program – this program is for rural communities and is specifically issued in conjunction with a U.S. Department of Agriculture Rural Development (USDA-RD) Community Loan. When the USDA-RD approves a loan for a local community, it requires the community to have an interim loan secured to begin the project while the loan is being processed. The LPFA will provide up to 40 percent of the interim financing needed for projects having a Rural Development commitment for permanent financing. Like the aforementioned loan program, the community negotiates the best interest terms with its commercial banker for 60 percent of the USDA-RD total loan amount and the LPFA will fund the remaining 40 percent of the loan, up to a maximum of \$2 million, at an interest rate 50 percent of the bank's interest rate. The maximum term length on these loans is 2 years. The LPFA must receive an A-1 letter from the USDA-RD State Office, signed by the State Director, to serve as collateral for the loan.

The Economic Development and Essential Purpose Loan Program -- The LPFA is aware that from time-to-time economic development and other essential projects in Louisiana need emergency or bridge financing. Under this program, the LPFA may provide interim, emergency, or bridge financing to projects that meet these guidelines. The borrower must demonstrate that the applicable project will not be able to proceed without the LPFA financing or that an emergency exists such that the health or safety of citizens of Louisiana would be put at risk without the LPFA financing (i.e. financing the drilling of a water well when funds have been appropriated for such purpose but will not be available in a timely manner to maintain the public's access to water if the well is not started immediately). The repayment of the loan must be secured by the pledge of funds that have been appropriated by the State, are due to be paid to the borrower by the State, the Federal Government, or any program or activity of either thereof, under contracts, grants, or other provisions. The entity's total borrowing from the

Program shall be no more than \$2,000,000. The loan issued by the LPFA shall bear interest at a rate of 1% to 3% per annum and shall have a final maturity of not more than two (2) years.

The Louisiana University & College Essential Loan Program – this program provides colleges and universities with short term financing for projects that meet the guidelines of La. R.S. 39:128(B)(1) giving critical assistance to these entities and reducing their borrowing costs. Any Louisiana public college and university as authorized by La. R.S. 39:128(B)(1) is eligible for this program. The maximum borrowing may not exceed \$1,000,000, may not exceed a term longer than 1 year, and shall be charged an interest rate of 1.50%.

Should you have any questions concerning any of these programs, please contact Martin Walke, Vice President of the LPFA, at 225-923-0020 or 800-228-4755.



LPFA
LOUISIANA PUBLIC FACILITIES AUTHORITY

Low Interest Local Government Bond Bank Program



Low Interest Local Government Bond Bank Program

Program Overview:

The LPFA's Low Interest Local Government Bond Bank Program saves local governments money by providing up to 25% of a financing at a reduced interest rate.

The local government works with its local bank to obtain the most favorable interest rate and borrows 75% of the necessary funds from the local bank at the negotiated interest rate.

The LPFA provides the remaining 25% of the loan at an interest rate equal to one-half of the local bank's interest rate. Thus, the local government saves a substantial amount in interest costs by participating in the Program.

Since its inception, the Program has saved local governments more than \$1.5 million in future interest.

Contact Us:

For more information about the LPFA programs, please visit our website at lpfa.com or contact Martin Walke, CEcD, VP of Economic & Program Development at walke@lpfa.com, (225) 923-0020 or (800) 228-4755.

Program Guidelines:

Authorization:	Louisiana Public Facilities Authority Board of Trustees
Source of Funds:	Louisiana Public Facilities Authority
Use of Proceeds:	Purchase of capital facilities and equipment (No Refunding)
Purpose:	To reduce overall borrowing costs of local government entities
Security:	Excess Revenue Certificates of Indebtedness
Eligibility:	Any Louisiana local governmental entity

Eligibility Requirements:

Maximum Total Borrowing (Bank Portion plus LPFA Program Portion):	\$2,000,000
Maximum LPFA Program Portion:	25% of Total Borrowing
Interest Rate (LPFA Program Portion):	One half of the Local Bank Rate
Repayment Term:	Maximum of 10 years with equal annual payments
LPFA Program Borrowing Limit for each local governmental entity:	Total LPFA loans outstanding including the new request cannot exceed \$750,000

Financing Request Process:

- Submit a request to the LPFA once a loan has been secured with a local bank.
- Only requests for participation made by the local governmental entity on its official letterhead will be considered valid. Please include a copy of the terms from the local bank.
- Requests must be for a specifically identified financing by the local governmental entity.
- Valid requests will be logged in as received.
- Projects will be funded in order of the date the request is received on a first come, first served basis as monies are available.
- At the time funds become available, the local governmental entity that is first in line for funds will be contacted and the funds will be offered to that local governmental entity for the specifically identified financing. If the local governmental entity is no longer in need of funds from the Program for the specifically identified financing, the funds will be offered to the local governmental entity that is next in line for Program funds.



LPFA
LOUISIANA PUBLIC FACILITIES AUTHORITY

Rural Development Low Interest Loan Program



Rural Development Low Interest Loan Program

Program Overview:

The LPFA's Rural Development Low Interest Loan Program helps provide local governments and non-profits with interim financing for capital and infrastructure projects until permanent financing is received from the U.S. Department of Agriculture's (USDA) Rural Development Program.

The borrower works with its local bank to obtain the most favorable interest rate possible and borrows 60% of the necessary funds from the local bank at the negotiated interest rate. The LPFA provides the remaining 40% of the loan at an interest rate equal to one-half of the local bank's interest rate. Thus, the borrower saves a substantial amount in interest costs by participating in the Program.

Since its inception, the Program has saved borrowers more than \$800,000 in future interest costs.

Contact Us:

For more information about the LPFA programs, please visit our website at lpfa.com or contact Martin Walke, CEcD, VP of Economic & Program Development at walke@lpfa.com, (225) 923-0020 or (800) 228-4755.

Program Guidelines:

Authorization:	Louisiana Public Facilities Authority Board of Trustees
Source of Funds:	Louisiana Public Facilities Authority
Use of Proceeds:	Purchase of capital facilities and equipment (No Refunding)

Eligibility Requirements:

Eligibility:	Any Louisiana local government entity or not-for-profit corporate entity
Maximum Total Borrowing:	40% of total USDA Loan; up to \$5,000,000
Maximum LPFA Program Portion:	40% of total USDA Loan
Repayment Terms:	Maximum of 2 years; Paid out with proceeds of permanent financing from USDA
LPFA Program Borrowing Limit:	No limits imposed

Financing Request Process:

- Submit a request to LPFA.
- Only requests for participation made by the local governmental entity on its official letterhead will be considered valid.
- Requests must be for a specifically identified financing by the local governmental entity (ex. USDA A-1 Letter).
- Valid requests will be logged in as received.
- Projects will be funded in order of the date the request is received on a first come, first served basis as monies are available.
- At the time funds become available, the local governmental entity that is first in line for funds will be contacted and the funds will be offered to that local governmental entity for the specifically identified financing. If the local governmental entity is no longer in need of funds from the Program for the specifically identified financing, the funds will be offered to the local governmental entity that is next in line for Program funds.



Explore refinancing your student loans **today!**

Fixed rates from 3.25% to 6.78%^{APR}1

Advantages & Benefits of refinancing through Lela:

- ✔ **Competitive fixed interest rates and no origination or hidden upfront fees.**
- ✔ **Flexible Repayment terms and plans.**
- ✔ **Zero Capitalized Interest**
- ✔ **Easy Application process**
- ✔ **Access to Free college planning & financing services**
- ✔ **0.25% interest rate reduction by selecting Automatic Payment Option**

¹Annual percentage rates (APRs) assume you are enrolled in and maintain auto-debit payments from the date of origination. Enrolling in auto-debit results in a 0.25% interest rate reduction. Without enrolling in auto-debit, the rate will range from 3.50% APR to 7.03% APR. Not all borrowers receive the lowest rate. If you are approved for a loan, the rate offered will depend on your credit profile and the term you select and will be within the ranges shown above assuming the auto-debit interest rate reduction applies.

www.lclarefihelp.org



Lela RefiHELP
HIGHER EDUCATION LOAN PROGRAM

A LOUISIANA NON-PROFIT EDUCATION LOAN REFINANCING PROGRAM

PARTNER WITH A NON PROFIT AND HELP LOUISIANA THRIVE



Who we are

The Louisiana Education Authority (Lela) is a division of the Louisiana Public Facilities Authority (LPFA), a non-profit public trust established to bring financing assistance and advantages to the people of Louisiana. As part of a nonprofit public trust, Lela's mission is to make higher education more accessible and affordable for the people of Louisiana.



How we give back

Together, Lela and the LPFA are committed to **making Louisiana a better place to live, work and raise our families** by furthering education, healthcare, economic development and job creation in the state. Since 1974, the LPFA has **issued over \$27 billion in bonds to finance over 600 projects** which has helped to generate **more than 327,110 jobs** in Louisiana! Over the years, Lela has saved students over \$23 million by paying the upfront fees for students on their federal student loans and through incentives has offered borrowers the potential to save over \$255 million throughout repayment!

www.lpfa.com asklela.org



Lela RefiHELP offers you competitive, fixed-rate loans with flexible 5-, 10- or 15-year repayment terms.

LOUISIANA'S NON-PROFIT STUDENT LOAN REFINANCING PROGRAM AND TERMS

LOAN TERM	5-YEAR TERM	10-YEAR TERM	15-YEAR TERM
ORIGINATION FEE	0%	0%	0%
FIXED INTEREST RATE	3.25%-5.65% APR*	4.38%-6.40% APR*	4.88%-6.78% APR*
REPAYMENT PERIOD	5 years (60 months)	10 years (120 months)	15 years (180 months)

* Rates reflect a 0.25% interest rate reduction obtained only when you use the automatic payment option. Applicants are subject to credit underwriting approval. For eligibility criteria and other details, please go to www.lelarefihelp.org

Loan Limits

The Lela RefiHELP loan may only consist of current educational debt and must be:

- ▶ At least \$5,000.
- ▶ No more than \$175,000.

Repayment Benefits

Lela RefiHELP borrowers reduce the interest rate on their loans.

- ▶ 0.25% rate reduction if select Automatic Payment Option.



Call our Lela representatives toll free at **(800) 228-4755** with any questions or visit **LelaRefiHELP.org** for more information.



Lela
RefiHELPSM
HIGHER EDUCATION LOAN PROGRAM



Lela RefiHELP loans are private loans and do not have the same repayment terms and offers as federal student loan programs. Lela reserves the right to change the program in any way without notice. Annual percentage rates (APRs) assume you are enrolled in and maintain auto-debit payments from the date of origination. Enrolling in auto-debit results in a 0.25% interest rate reduction. Without enrolling in auto-debit, the rate will range from 3.50% APR to 7.03% APR. Not all borrowers receive the lowest rate. If you are approved for a loan, the rate offered will depend on your credit profile and the term you select and will be within the ranges shown above assuming the auto-debit interest rate reduction applies.

INTRODUCING

LelaCHOICE

LOUISIANA'S NONPROFIT EDUCATION LOANS

Choose Quality. Choose Community. Choose Lela.

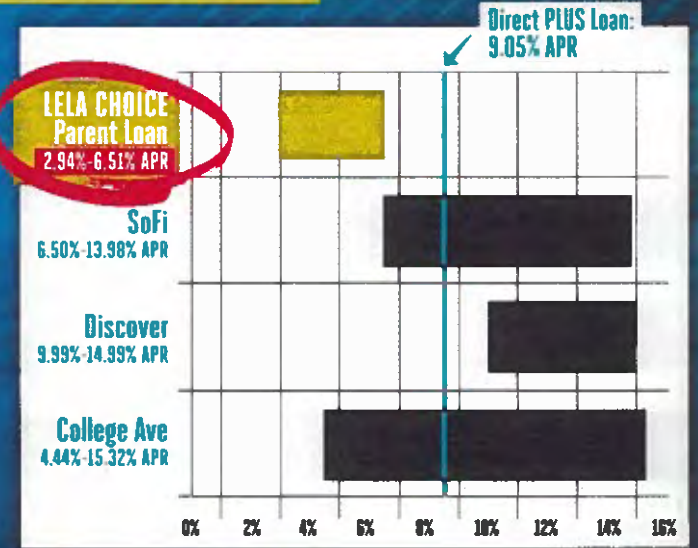
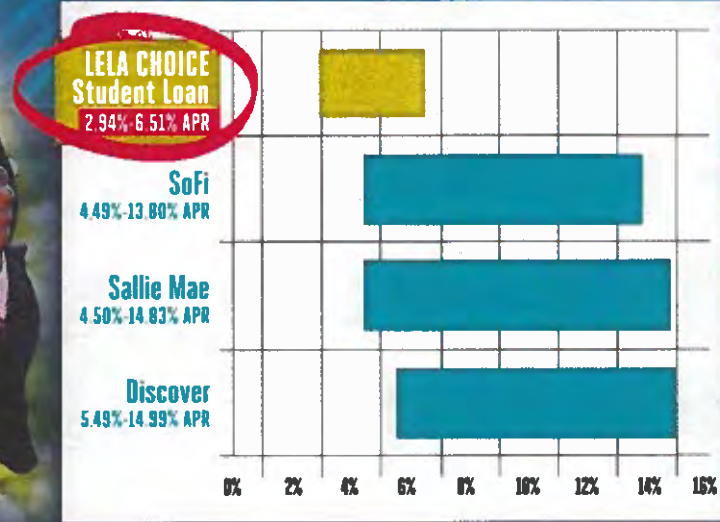
EDUCATION LOAN FINANCING

- ✓ For Students, Parents & Grad Students
- ✓ Fixed Lower Interest Rates!
- ✓ No Origination or Processing Fees!
- ✓ No Capitalized Interest, ever!
- ✓ Earn an interest rate reduction with auto payment

New low rate!
2.94%
 New fixed rate as low as
 2.94% APR* (with autopay)

The LelaCHOICE supplemental student loan program offers students and parents a new financing option that can help fill the gap between the total education cost of attendance and the traditional sources (federal and state) of financial aid. This program provides Louisiana residents attending in-state and out-of-state eligible education programs as well as out of state students attending a Louisiana eligible institution an opportunity to access more affordable funds. Borrow up to cost of attendance minus other annual aid.

Compare LelaCHOICE rates to other lenders!



SEE BACK FOR DISCLOSURE DETAILS.

visit lelachoice.org for more information and to apply.

Lela reserves the right to change the program in any way from time to time without notice.

LelaCHOICE

LOUISIANA'S NONPROFIT EDUCATION LOANS

Choose Quality. Choose Community. Choose Lela.



Who we are

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How we give back

Together, Lela and the LPFA are committed to **making Louisiana a better place to live, work and raise our families** by furthering education, healthcare, economic development and job creation in the state. Since 1974, the LPFA has **issued over \$27 billion in bonds to finance over 600 projects** which has helped to generate **327,110 jobs** in Louisiana! Over the years, Lela has saved students over \$23 million by paying the upfront fees for students on their federal student loans and through incentives has offered borrowers the potential to save over \$255 million throughout repayment!



visit **lelchoice.org**
for more information
and to apply.

Lela reserves the right to change the program in any way from time to time without notice.

*Many lenders only offer limited information about their actual rates upfront. They do not provide all the rate details within the range of rates depicted on these graphs. The specific rate an applicant is offered will be determined by the loan type selected and the applicant's or, if applicable, the cosigner's credit history and credit score. APRs were retrieved from the lenders' websites on May 16, 2023, for fixed-rate loans for student borrowers while the student is enrolled at least half time and for parent or family borrowers while the student for whom the loan being requested is enrolled at least half time. The ranges contain rates offered to applicants with a wide range of credit scores and for a variety of repayment options and terms. Because each lender offers different in-school repayment options and different repayment terms, an identical loan comparison between lenders is not possible. However, the APRs in the chart are listed as the highest and lowest rates for each lender and include potential rate reductions that may not apply to every borrower. For example, a 0.25% automatic payment interest rate reduction (repayment benefit) has been included for the lowest rate displayed for all private lenders as well as the highest rate for Lela and SoFi. For complete details on how APRs were calculated, visit the lenders' websites. The U.S. Department of Education does not provide APR calculations for federal loans. As a guide for comparing costs, however, the expected costs of the Federal Direct PLUS Loan for 2023-2024 is approximately equivalent to an APR of 9.05%, which is based on borrowing \$10,000, a 4.228% origination fee and a fixed interest rate of 8.05% during the 120-month principal and interest repayment period.

INTRODUCING

Lela**CHOICE**

LOUISIANA'S NONPROFIT EDUCATION LOANS

Choose Quality. Choose Community. Choose Lela.

Graduate NO COSIGNER LOANS

- ✓ For Graduate Students
- ✓ Fixed Lower Interest Rates!
- ✓ No Origination or Processing Fees!
- ✓ No Capitalized Interest, ever!
- ✓ Earn an interest rate reduction with auto payment

LelaCHOICE No Cosigner Loan for Graduates

The **LelaCHOICE** loan is for graduate students enrolled at least half-time. When financial aid, savings and other income likely won't be enough to pay all college costs, this no-cosigner loan allows you to reach your goals and choose the in-school repayment options that works with your budget.

FIXED ANNUAL PERCENTAGE RATE

5.45% APR – 5.68% APR*

(WITH AUTOPAY)

FIXED ANNUAL PERCENTAGE RATE

5.70% APR – 5.80% APR*

(WITHOUT AUTOPAY)



*The 0.25% interest rate reduction will apply once principal and interest payments begin to be automatically deducted and will remain in effect as long as automatic payments continue without interruption during the repayment period. The 0.25 interest rate reduction will not lower the monthly payment amount but will instead reduce the interest amount that accrues. The interest rate reduction will be suspended during approved forbearance(s) or if automatic payments are rejected due to insufficient funds. In addition, unlike some lenders, Lela never capitalizes interest during repayment. That means you never pay interest on interest and can mean lower costs if you need to use forbearance to postpone payments at any point.



visit lelachoice.org for more information and to apply.

Lela reserves the right to change the program in any way from time to time without notice.

FAFSA

Completion

GUIDE & WORKBOOK



Class of

2023

3

GETTING
STARTED

Pg. 3

4

FSA ID

Pg. 4

5

FASFA

Pg. 5

6

SCHOLARSHIPS

Pg. 6

REGISTER TO WIN
A \$1,000 SCHOLARSHIP
see Pg. 6

NOW OFFERING
LelaCHOICE

LOUISIANA'S NONPROFIT EDUCATION LOANS

see Pg. 8

LOUISIANA'S NONPROFIT RESOURCE FOR FAFSA COMPLETION & COLLEGE ACCESS

2022-23 Edition

Agenda Item #8

Review and approval of
the Fiscal Year
2023-2024 operating
budget for the Tobacco
Settlement Financing
Corporation

Tobacco Settlement Financing Corporation

Post Office Box 94095

Baton Rouge, Louisiana 70802-9095

Telephone: 225-342-7000

Fax: 225-342-1057

Board Proposed
2023-2024 Budget

Legal Representation (DOJ)	\$15,000
Investment Management Services (STO)	\$15,000
Financial Statement Compilation (EisnerAmper)	\$19,000
Legislative Auditor	\$36,000
Omnicap	\$7,500
Rating Services Fee- S&P	\$25,000
Bank Charges	
Bank of New York Melon (Trust Accounts)	\$ 2,000
Other Expenses*	\$ 5,500
TOTAL	\$125,000

***Other is to pay any unexpected bills or expenses.**

Agenda Item #9

Review and approval of
a contract between the
Office of Risk
Management and
Arthur J.
Gallagher Risk
Management Services,
LLC

1.0 Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the Office of Risk Management (hereinafter sometimes referred to as "State") and Arthur J. Gallagher Risk Management Services, LLC, 235 Highlandia Drive, Suite #200, Baton Rouge, LA 70810 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on November 1, 2023 and shall end on October 31, 2026 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two (2) years at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the three (3) year term.

3.0 Statement of Work

Contractor hereby agrees to furnish the following services as detailed in **Attachment A: Statement of Work**.

4.0 Acceptance of Deliverables

The Contract will be considered complete when Contractor has delivered and ORM has accepted all deliverables specified in the Statement of Work.

5.0 Payment Terms

In consideration of the services required by this Contract, ORM hereby agrees to pay the Contractor a fixed annual fee of \$ 960,000. The maximum amount payable under this Contract for the three (3) year term is \$ 2,880,000. Payments are predicated upon successful completion or acceptable progress and written approval by ORM of the described tasks and deliverables as provided in Attachment A: Statement of Work. Payments will be made to the Contractor after written acceptance by ORM of the tasks and approval of an invoice. ORM will make every reasonable effort to make payments within 30 days of the approval of invoice under a valid contract. Payment will be made only upon approval of the State Risk Administrator for Underwriting.

During the execution of tasks contained in **Attachment A: Statement of Work**, the Contractor may submit invoices, not more frequently than quarterly. The maximum schedule of invoicing is as follows:

Invoice #	To be dated the last working day of	Percent of fixed annual fee
1	November	20%
2	January	30%
3	April	30%
4	July	20%

ORM reserves the right to reduce the flat annual fee otherwise due to the Contractor by \$1,000 per day when each independent Key Deliverable, found in Section 3.A. of Attachment A, Statement of Work, is not successfully completed and delivered in the timeframe stated herein. If circumstances arise that are out of the control of the Contractor and will impact Contractor's performance, a clear explanation must be provided as soon as possible to the Contract Monitor.

Payment of insurance premiums will be made under authority of this contract and through the Contractor when approved programs are bound. Contractor will invoice ORM for insurance premiums separately from Contractor's fee. Contractor will be responsible to forward payment to the applicable markets. Any commission included in premiums for domestic/foreign wholesalers shall be disclosed and returned to ORM. Insurance premiums are not included in maximum amount of contract.

5.1.Prohibition Against Advance Payments

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

6.0 Taxes

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in Attachment C: Price Schedule to this Contract. This agreement does not apply to insurance company surplus lines taxes, if applicable. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) business days of such notification.

7.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

8.0 Termination

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8.1.Termination for Cause

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and

thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

8.2.Termination for Convenience

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date.

The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

8.3.Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

9.0 Contract Modifications

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

10.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of ORM. If applicable, all software and customizations developed under this Contract are the property of ORM. Contractor, at its expense, shall deliver this property to ORM at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by ORM.

11.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by ORM shall remain the property of ORM. Contractor, at its expense, shall return this property to ORM at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by ORM.

12.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or ORM, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or ORM which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or ORM in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify ORM thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or ORM all property of the State and/or ORM prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13.0 State Project Manager

Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the State Risk Administrator for Underwriting and Loss Prevention, or their designee, shall be the principal point of contact on behalf of ORM and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

14.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

15.0 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product or services to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16.0 Duty to Defend

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

17.0 Liability and Indemnification

17.1. Contractor Liability

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

17.2. Force Majeure

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

17.3. Indemnification

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

The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

17.4. Intellectual Property Indemnification

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

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

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

17.5. Limitations of Liability

Contractor's liability to ORM, arising from any negligent acts or omissions of Contractor, whether related to the services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Contractor shall only be liable for actual damages incurred by ORM, and shall not be liable for any indirect, consequential, special or punitive damages. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

17.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

18.0 Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this contract in accordance with the Insurance Requirements for Contractors Attachment. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The Contractor shall maintain the insurance as specified shown in the Insurance Requirements for Contractors: Attachment B for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

19.0 Licenses and Permits

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

20.0 Severability

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

21.0 Subcontractors

The Contractor may, with prior written permission from ORM, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

22.0 Substitution of Personnel

The Contractor will assign the personnel listed in his proposal. The Contractor's personnel assigned to this contract shall not be replaced without the prior written consent of ORM. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this contract, outside of Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

23.0 Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to ORM and the Office of State Procurement. ORM will continue to pay the Contractor and will not be obligated to direct payments to the assignee until ORM has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of ORM. ORM's written consent of the transfer shall not diminish ORM's rights or the Contractor's responsibilities and obligations.

24.0 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify ORM if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by ORM in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by ORM to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of Office of Risk Management.

26.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1672.2-1672.4.

27.0 Right to Audit

The State Legislative auditor, federal auditors and internal auditors of the Office of Risk Management, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

28.0 Data/Record Retention

Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer, in accordance with the Louisiana Public Records Law, LA R. S. 441:1 et seq.

29.0 Sanitization of State Data/Records in Contractor's Custody

Contractor shall sanitize all ORM data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. Contractor shall provide a Certificate of Sanitization to the ORM's contract monitor at the conclusion of this Contract or if Contract is terminated by either party, whichever comes first.

30.0 Contractor's Certification of No Federal Suspension or Debarment

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

31.0 Contractor's Cooperation

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

32.0 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State facility shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>.

Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

33.0 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

34.0 Compliance with Civil Rights Laws

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

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

35.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee 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.

36.0 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

37.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

38.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

39.0 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

40.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

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

41.0 Prohibited Use of Funds

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

42.0 E-Verify

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

43.0 Headings

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

44.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the RFP and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

45.0 Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

46.0 Order of Precedence

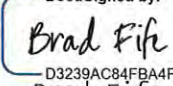
The Request for Proposals (RFP), dated March 31, 2023, addenda thereto, and the Contractor's Proposal dated May 16, 2023, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Contract.

ARTHUR J. GALLGHER RISK MANAGEMENT SERVICES, LLC

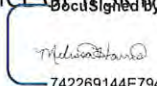
SIGNATURE: DocuSigned by:

By: 
Name: Brad Fife

Title: Area President

Date: 11/1/2023


OFFICE OF RISK MANAGEMENT SIGNATURE: DocuSigned by:

By: 
Name: Melissa Harris

Title: State Risk Director

Date: 11/1/2023

DIVISION OF ADMINISTRATION SIGNATURE:

By: 
Name: JAY DARDENNE
Title: COMMISSIONER OF ADMINISTRATION
Date: 11/2/23

Office of State Procurement Approval:

By:

Title:

Date:

ATTACHMENT A: STATEMENT OF WORK

1.0 Overview

This Contract is to serve the Office of Risk Management (ORM) by providing insurance broker services for the State of Louisiana's (State) self-insurance program.

1.1 Goals and Objectives

The Contractor will be the State of Louisiana's insurance broker-of-record. The Contractor shall develop and place the most effective and cost-efficient insurance coverage, and provide a range of consulting services associated with the statewide property and casualty programs. The Contractor will provide insurance brokerage and consulting services to assist ORM in fulfilling its critical role to ensure proper protection of the State's assets and activities on behalf of the State's citizens and taxpayers.

The Contractor will provide annual review of risk exposure and program structure, develop recommendations and re-structuring options based on relevant market conditions, market coverages, present ORM with competitive quotes with recommendations, and place and service the coverage. Related coverages and services may be added to each program at any time during the contract period and the Contractor must handle all additions.

The Contractor will partner with ORM to achieve ORM's statutory duties by determining the most effective and cost-efficient property and casualty coverage and providing a range of consulting services to assist ORM in reaching and maintaining its goals.

The current statewide property program consists of coverage for buildings and business property, equipment breakdown/boiler and machinery, fine arts, specialized equipment, business interruption and various specialty lines encompassing all State Agencies associated obligations as follow:

- Building/Business Personal property/special form including flood
- Terrorism including Nuclear, Biological, Contamination, and Radioactive coverage
- Business Interruption
- Equipment Breakdown
- Fine Arts
- Bridge Property
- National Flood Insurance Program

The current statewide casualty program consists of coverage for liability, auto, workers compensation and various specialty lines encompassing all State Agencies and associated obligations as follows:

- Commercial General Liability including or independent placement of:
 - Professional Liability
 - Publishers Media
 - Elevator and Escalator Liability
 - Watercraft Liability
 - Public Officials and Employees Liability

- Employee Benefits Liability
- Garage Keepers' Liability
- Special Event/Entertainment Liability
- Liquor Liability
- Educators' Legal Liability
- Law Enforcement Liability
- Sexual Abuse and Molestation
- Workers' Compensation and Employers' Liability
- Medical Malpractice
- Wet Marine Hull and P&I
- Aircraft Hull and Liability
- Airport Liability
- Cyber Liability
- Automobile Liability and Physical Damage
- Bonds (Fidelity & Surety) and Crime
- Club Sports Liability and Accident
- Intellectual Property Liability
- Student Liability including or independent placement of:
 - Student Organization Liability
 - Student Internship/Professional Liability
 - Participant Accident Insurance
- International Travel insurance
- Non-Owned Aircraft Liability
- Master Builder's Risk and/or OCIP
- Crisis Response Management Coverage
- Inland Marine
- Single Agency Placements
- Pollution Liability

Coverage of the Louisiana Superdome, New Orleans Arena, Champions Square and SMG is part of the statewide program, carrying its own segregated policies. The Contractor will place these policies on behalf of the Louisiana Superdome, New Orleans Arena, Champions Square and SMG. ORM has statutory oversight of the Superdome coverage lines and shall authorize final approval.

The State is statutorily obligated to provide only the following casualty coverage lines for these premises:

- 1) Commercial General Liability including Host Liquor Liability,
- 2) Workers' Compensation and Employers' Liability, and
- 3) Bond and Crime including employee theft.

2.0 Deliverables

A. Key Deliverables

1. Contractor shall bind coverage as agreed upon by ORM within five (5) calendar days of ORM approval.

2. All coverage documents shall be received (electronically, as requested) within 90 calendar days of their effective date.
3. All certificates of insurance and endorsements shall be received within 48 hours on a normal schedule and within 12 hours on a rush schedule. Rush schedules include but are not limited to those situations where the law requires coverage on a piece of equipment or property before it can be placed in use and there is an emergency condition that requires immediate use.
4. The Contractor will report all claims within 12 hours to the applicable markets when notified by ORM and/or ORM's TPA.
5. Annual placement reports will be submitted to ORM within eight (8) weeks of annual renewals, following coverage effective dates from the start of ORM's fiscal year on July 1st. These reports are to include a breakdown of all coveragelines placed, policy numbers, premium charged, and a breakdown of all changes relative to coverage terms, premium increase/decrease, and any other relevant information.
6. Provide wet marine appraisal services every three (3) years for all State fleet with survey reports and pictures for each. The valuations will include both replacement cost and market value. The appraisal process will begin in August and final reports are due by December 31st. The last appraisal was completed December of 2021. The next appraisal cycle will begin August of 2024.
7. Submit an annual stewardship report outlining intended activities on behalf of the State for the upcoming 12 months, including the status of all items in the prior 12 months' reports. Reports shall be provided two (2) weeks after the end of each contract year.

These Key Deliverables will be subject to a performance penalty as follows:

The flat annual fee otherwise due to the Contractor will be reduced by \$1,000 per day when each independent Key Deliverable is not successfully completed and delivered in the timeframes stated herein.

2.1 Reporting

1. Claims history and loss runs shall be submitted annually, a minimum of 60 calendar days before expiration, and at any time upon request by ORM.
2. Premium rates and commission rates shall be reported per market per layer on the bound insurance program within 30 calendar days of binding. The preferred method of reporting is an Excel spreadsheet.
3. The costs associated with the contract shall be subject to audit. The Contractor shall submit an annual statement identifying all income earned by each party participating in the placement of each of the casualty coverage programs and verify that no direct or indirect compensation has been retained.
4. All requested reports, analyses, and recommendations shall be submitted in a timely manner as determined by ORM and communicated to the Contractor.

3.0 Tasks and Services

The Contractor shall provide, at a minimum, the following services for ORM:

- A. Act as broker-of-record for new coverages placed during the contract term.
- B. Analyze exposure, claims, coverage forms, and current program data to determine various options in property and casualty program structures and provide recommendations to make the program more efficient and effective. Catastrophe modeling through RMS and AIR is required.
- C. Identify programs, products, and markets capable of meeting the State's coverage needs. Make recommendations regarding quality of markets, limits, and differences in various markets' terms and conditions.
- D. Offer creative solutions and innovative suggestions for ORM to consider.
- E. Assist ORM in identifying and organizing pertinent information in order to effectively market the property and casualty coverage programs. Coordinate the collection of data to include in any market solicitations.
- F. With authorization from ORM, solicit quotations for the programs. Act as an advocate for the State in communications with the markets and intermediaries, including negotiations of the lowest possible fees and/or deductible options. ORM anticipates participation in the broker meetings with market representatives to assist in the solicitation of the program.
- G. For insurance coverage placement, a maximum of 10% commission rate will be allowed for those placements utilizing a foreign wholesale/intermediary broker. All foreign wholesale/intermediary compensation must be pre-agreed by ORM and fully disclosed. For all premiums placed through domestic brokers that have a commission component, this commission must be identified and refunded to ORM.
- H. Compile quotations for the program in an Excel spreadsheet. Where there are an adequate number of markets to do so, provide multiple quotes for competitive purposes. In the event that this requirement is not possible or recommended, the Contractor must submit an explanation/recommendation to ORM for approval. For those markets that decline to offer a quote on coverage, documentation from the market indicating why they chose not to quote must be provided.
- I. Consider quotes from all qualified markets. All contacts from qualified and non-qualified markets must be documented and the Contractor must provide all results to ORM.
- J. Upon authorization from ORM, bind the program as directed by ORM. Binders and/or confirmation of coverage shall be required upon placement.
- K. Review and verify coverage documents received from all insurance markets from which ORM has bound coverage. Determine the coverage placed is correct and verify accuracy of price, rating classification and exposure.
- L. In addition to the original paper copies, deliver electronic copies of all coverage documents. All documents shall be submitted electronically (as requested) within 90 calendar days of their effective date. All coverage placed with multiple layers must include an Excel graphic display of the placement showing markets, policy

- numbers, limits, premiums, taxes, fees, and commissions, if applicable, per layer.
- M. The Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commission, or other forms of hidden income associated with this contract. Confirm that compensation, including direct and contingent, on all market proposals has not been assessed or has been credited to the premium billed.
 - N. Ensure the timely billing of all documents and endorsements to ORM and assist with premium allocations or breakdowns by agency for internal ORM billing purposes. Bills should be submitted to ORM within 10 days of binding coverage or endorsements. In the event a Notice of Cancellation has been issued due to nonpayment of premium, work with ORM to resolve the situation and, to the extent possible, make payment on behalf of ORM.
 - O. Prepare certificates of insurance and endorsements, as requested, within 48 hours on a normal schedule and within 12 hours on a rush schedule.
 - P. Ensure proper service from markets on coverage placed and endorsements requested.
 - Q. Assist ORM when other related coverage needs to be added during the term of the contract, at no additional cost.
 - R. Develop a strategy for any upcoming renewal during the contract period to be presented in writing to ORM a minimum of 90 calendar days before expiration. Include and identify any intended intermediaries used in the solicitation process.
 - S. Disclose coverage additions and coverage restrictions on all renewal quotes in a chart format as compared to the expiring coverage.
 - T. Assist ORM with the reporting of claims. Be an advocate for the State on any disputed or problem claims. ORM's third-party administrator shall report the claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. In the event of an incident of high severity, act as an intermediary and advocate for the State with the markets to facilitate communication, data exchange, and prompt resolution of claims.
 - U. Monitor claims submitted to the markets to ensure they are properly handled and responded to in a timely manner. Provide confirmation to ORM with the markets on all claims, including claim number and representative contact information.
 - V. As requested by ORM, obtain clarification regarding coverage or claims questions.
 - W. Provide annual loss runs for each policy a minimum of 60 calendar days before expiration, including any prior year with open losses. These reports shall reflect claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for the coverage year and not just activity for the year. At ORM's request, loss runs shall be provided at any time during the year.

Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following:

- Date of Loss;

- Status of claim (open, closed, reopened);
 - Brief Description of Loss;
 - Name of State Agency;
 - Amount of claim as indicated below (by coverage code, if coverage code is applicable);
 - Total Incurred;
 - Amount paid;
 - Amount reserved;
 - Amount recovered;
 - Amount of loss adjustment expenses; and
 - Net Incurred.
- X. Advise ORM on a semiannual basis, or as requested, about current developments in the marketplace as to coverages, forms, availability, pricing or other significant developments that would impact the State or vendors/contractors dealing with the State.
- Y. Assist ORM with property-related and casualty-related training classes as needed for State agency personnel. Training on specific topics may be determined by ORM or recommended by the Contractor.
- Z. Provide risk management and professional services, as requested by ORM, including, but not limited to, identifying and minimizing loss potential, conducting and/or reviewing property inspections, reviewing casualty exposures, researching alternative risk transfer techniques, attending meetings with State agencies, markets, or other consultants.
- AA. At the request of ORM, research and provide recommendations for foreign and domestic market captives and/or risk retention pools.
- BB. Assist ORM with the analysis and reporting required as per Act 715 of the 2014 LA Legislative Regular Session.
- CC. Assist with the reports and supporting justification needed for certification of the State's property programs through the Department of Insurance as required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).
- DD. Coordinate quarterly higher education focused round table events addressing targeted topics impacting the higher education landscape.
- EE. Provide monthly newsletters for trending risk topics to be shared with ORM client agencies.
- FF. Monthly safety newsletters
- GG. Coordinate Infrared testing and boiler inspections through program insurers.

4.0 Performance Requirements

The State Risk Administrator or their designee will serve as contract monitor for the services provided by the Contractor and the expenditure of funds under this contract. The contract monitor will primarily be responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

5.0 Performance Measurements

The State Risk Administrator or their designee, as contract monitor, will oversee the monitoring and management of the services provided by the Contractor and the expenditure of funds under this contract. The contract monitor will be responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The following plan addresses ORM's ongoing monitoring of the program:

- 1) to help make decisions;
- 2) to focus on results;
- 3) to ensure that ORM and its insureds are receiving an appropriate level of service;
- 4) to evaluate progress toward fulfilling ORM's mission, including the specific goals of providing excellent customer service and controlling costs; and
- 5) to determine if performance penalties are due as agreed upon in the Contract.

Metrics must remain flexible due to market trends and the expected evolution of ORM's role.

Additional monitoring criteria may be added to this plan at any time at ORM's discretion.

The primary tools ORM will utilize on an ongoing basis is:

- Completing annual performance evaluations to ensure that the Contractor has met all Key Deliverables.

ATTACHMENT B: INSURANCE REQUIREMENTS FOR CONTRACTORS

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

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

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

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$3,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability

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

Professional Liability (Errors and Omissions) (Consulting)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$10,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed.

Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$2,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

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

The Contractor's General Liability insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance, except Professional Liability (Errors & Omissions) or Cyber Liability.

Workers Compensation and Employers Liability Coverage

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

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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

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

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

ACCEPTABILITY OF INSURERS

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

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

VERIFICATION OF COVERAGE

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

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Risk Management, Its Officers, Agents, Employees and Volunteers

1201 N. Third Street, Suite G-192

Baton Rouge, LA 70802

Contract #: CW7940

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

SUBCONTRACTORS

Contractor shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

WORKERS COMPENSATION INDEMNITY

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

ATTACHMENT C: PRICE SCHEDULE

2023 ORM Broker Services

1) Fixed annual fee for broker services inclusive of travel, all consulting expenses, and costs for use of a domestic wholesaler, if applicable, for the Statewide property program.

\$850,000

2) Fixed annual fee for broker services inclusive of travel, all consulting expenses, and costs for use of a domestic wholesaler, if applicable, for the Statewide casualty program.

\$110,000

Total Cost (#1 + #2):

\$960,000

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

November 2, 2023

TO: Melissa Harris
Office of Risk Management
State Risk Director

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

RE: OSP Approval for JLCB
Arthur J. Gallagher Risk Management Services, LLC
LESA Contract Number CW7940/ Solicitation Doc437807259

The above referenced contract has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract in accordance with La. R.S. 39:1540, please return the **"Agency Memo to OSP After JLCB Approval,"** along with the stamped contract from the JLCB.

The contract will not receive final approval by OSP until all appropriate approvals are received and it is submitted to OSP in LaGov and/or LESA, as applicable.

If you should have any further questions/comments, please do not hesitate to contact me.

Agenda Item #10

Review and approval of
a Tax Equalization
Program contract
renewal between the
Louisiana
Board of Commerce
and Industry and
POOLCORP



Alan M. Boxberger
Legislative Fiscal Officer

STATE OF LOUISIANA
Legislative Fiscal Office
BATON ROUGE

Post Office Box 44097
Capitol Station
Baton Rouge, LA 70804
Phone: 225.342.7233

To: Honorable Members of the Joint Legislative Committee on the Budget

From: Deborah Vivien, Chief Economist, Legislative Fiscal Office *DV*
Alan M. Boxberger, Legislative Fiscal Officer *AMB*

Date: November 9, 2023

Subject: Pool Corp. Tax Equalization Renewal Request
Act 704 of 2014 and Act 389 of 2007

Act 704 of the 2014 Regular Session requires a standard set of economic and financial information be submitted to the Joint Legislative Committee on the Budget (JLCB) for projects that involve a state commitment in excess of \$10 million over the term of a project. The Act requires the Legislative Fiscal Office to provide an evaluation of the submitted project assessment.

The Department of Economic Development (LED) is submitting such information for JLCB approval of a five-year renewal of a tax equalization benefit for various business entities collectively referred to as POOL. In addition, Act 389 of 2007 requires third and subsequent renewals of tax equalization exemptions be approved by the JLCB under the provisions of R.S. 47:3204. This renewal would be the fifth five-year exemption period for POOL. The analysis of the renewal under both requirements is discussed below.

Act 704 of 2014 Provisions

- a) State Commitment: The estimated state tax benefits to POOL over the five-year renewal period (2024 – 2028) are \$14.4 million in reduced corporate income and franchise tax liabilities. This commitment of state resources exceeds the \$10 million threshold required for consideration under Act 704.
- b) Analytical Model: Estimates of the economic impact in Louisiana of the operations of POOL were provided by Paul S. Nelson and Robert C. Eisenstadt; professors of economics at the University of Louisiana at Monroe. They utilized the RIMS II multipliers for the wholesale trade industry of Louisiana, generated by the Bureau of Economic Analysis of the U.S. Department of Commerce. These are standard input / output multipliers commonly utilized for economic impact analysis. Economic impacts were generated from POOL's direct employment of 499.5 full-time equivalent employees (497 full-time and 5 part-time in 2022) and payroll of \$51 million.
- c) Economic Impacts: Estimates of economic impact generated by Nelson and Eisenstadt are as follows:
 - i) Value Added was estimated for twenty specific industries, households and a catchall Other Services industry for a single initial year, and totaled \$203.1 million. This is the industry level and state level equivalent of gross domestic product, and is a broad measure of total economic activity, although it includes components that do not necessarily reflect economic impacts on the households of the state.
 - ii) Household Income was estimated for an initial single year and for a ten-year present value. For the single year, total household income in the economy was estimated at \$96.8 million; 76% of which are attributable to the direct operations of POOL (its purchases) and the indirect effect of the firm on other firms (purchases by its suppliers), and 24% of which are attributable to the induced effects in the economy (purchases by employees and other consumers).
 - iii) Employment was estimated for a single initial period. POOL is estimated to directly employ 499.5 full-time equivalent employees; 497 full-time and 5 part-time employees, where 2 part-time employees are assumed to be 1 full-time employee. Total economy-wide employment is estimated at 1,342, with indirect employment by supplier firms estimates at 368 (27%) and employment induced in other industries estimated at 475 (35%).

- d) Impacts By Industry: Value added was estimated for 22 groups. Of the \$203.1 million total estimate, \$127.8 million or 63% was attributable to the wholesale trade industry. A large portion of impact obviously occurs in the industry within which the subject firm operates. Effects step down sharply across the remaining industries with the next two largest effects in real estate-rentals-leasing and healthcare-social assistance at \$10.4 million (5.1%) and at \$8.4 million (4.0%) of the total, respectively.
- e) Fiscal Costs: Tax Equalization credits extended to POOL over the life of the five-year renewal period are reported by the Department of Economic Development (citing the POOL Proforma) to total \$14.4 million. Credits range from \$2.5 million for 2024 to \$3.2 million for 2028.
- f) Incentive Significance: According to the Department of Economic Development, factors such as transportation, energy, and infrastructure are not critical for the POOL headquarters location, and that the primary factor contributing to a Louisiana location is the comparative tax liabilities between Louisiana and Florida or Nevada. In addition, according to the Department, POOL has indicated that if the Tax Equalization renewal is not provided, the company will strongly consider relocating the corporate headquarters to another state.
- g) Fiscal Cost/Benefits: The impact analysis estimated the economy-wide amount of state sales tax and personal income tax associated with the operations of POOL in the state. Effectively 2.1% of total household income was estimated as paid in state sales tax (48% of household earnings were assumed spent on goods & services taxed at 4.45%). These assumptions resulted in estimated initial-year total state sales tax receipts of \$2.1 million. The average compensation for POOL FTE-employees (\$102,936 and 499.5 FTE-employees) and the average Louisiana labor income for the indirect and induced employment in the economy (\$50,940 and 843 FTE-employment) were used to estimate personal income tax liabilities assuming two-person joint returns with no deductions claimed. These assumptions resulted in estimated initial-year total personal income tax receipts of \$2.3 million. For these two major state taxes, the combined economy-wide receipts were estimated at \$4.4 million for 2024. Non-discounted tax receipts were provided for ten years, with the estimates for 2024-2028 growing by 2.5% to \$5.0 million in 2028 with no clear provisions for the expiration of the 0.45% sales tax. This growth rate is a combination of 2.5% annual growth projected for compensation at POOL and for indirect and induced employees of 2.5%, the projected inflation rate in the analysis. Added to these labor-based tax estimates were sales tax and corporate tax payments attributable directly to POOL, resulting in total estimated tax payments of \$8.5 million in 2024, growing to \$10.5 million in 2028. These fiscal benefit estimates are compared to the fiscal cost estimates of the tax exemption ranging from \$2.5 million in 2024 to \$3.2 million in 2028. By these estimates, fiscal benefits exceed fiscal costs in each year of the renewal period; 2024 by \$5.9 million, 2025 by \$6.1 million, 2026 by \$6.4 million, 2027 by \$6.8 million, and 2028 by \$7.3 million. Over the entire five-year period estimated benefits exceed estimated costs by a total of \$32.5 million.

General Evaluation

The absolute levels of economic impacts estimated from input/output multipliers should be taken with considerable caution. These multipliers are based on dated relationships between industries, in this case as far back as 2012 for detailed industries and only as recent as 2021 for aggregated industries. In addition, multiplier analysis is static and linear, and tends to overstate economic impacts and, consequently, fiscal benefits.

Notably, the majority of estimated total impact is attributable to the indirect and induced components of the analysis (63% as reflected in the employment estimates). These components are the estimates of the analysis and, as such, are necessarily less reliable than the direct effects of the firm's own reported, and presumably confirmable, employment and payroll. While impact analysis might be acceptable as a ranking tool, assuming all projects are analyzed consistently, its weaknesses, combined with the various assumptions that have to be made to extend its economic results to governmental fiscal results, do not provide absolute point estimates of economic impact and consequent fiscal impact adequate for state budgeting decisions.

The analysis also does not account for the state's balanced budget requirement. The omission is common in impact analysis, but means that the \$14.4 million total fiscal cost of the exemption, that have to be paid for elsewhere in the state budget, is not considered in the analysis. Lower government expenditures are a negative spending change that have their own multiplier effects that work to dampen the positive effect of the presence of POOL in the economy. Thus, this omission results in total economic and fiscal benefits that are overstated and, consequently, net fiscal benefits that are overstated, as well.

Finally, LED asserts that no other business costs or conditions (such as transportation, energy, and infrastructure) other than comparative tax liabilities are instrumental in the location of POOL in Louisiana. This is a strong assertion and would seem unlikely to be the case for any enterprise, especially in the light of the fact that state tax liabilities are typically very small components of total business costs, whereas cost of transportation, energy, infrastructure, labor etc. are typically much more significant components of total business costs. However, according to LED, the company has indicated that it will strongly

consider relocating to another state if the tax equalization renewal is not provided. If that is true, at best the fiscal costs of the renewal result in relatively small net annual benefit to the state fisc. If not true, the renewal results in absolute costs to the state fisc.

ACT 389 of 2007 Provisions

Without regard to Act 704 of 2014, the renewal of the tax equalization exemption for pool has to be approved by the JLCB under the provisions of R.S. 47:3204, the tax equalization program, as amended by Act 389 of the 2007 Regular Session. Act 389 of 2007 removed the then current ten-year maximum number of years of tax exemption, and allowed unlimited five-year renewals of tax exemption if the applicant can demonstrate that its activities generate economic benefits to the state economy that exceed twenty times the tax exemption benefit to the applicant. Economic benefits to the state are to be determined by the use of the appropriate national recognized multipliers published by the U.S. Department of Commerce.

The economic impact analysis discussed above is utilized by LED to test whether the activities of POOL generate economic benefits to the state economy that exceed twenty times the tax exemption benefit for the year preceding the request of renewal. The analysis estimated total aggregate transactions of POOL and affiliates at \$293.8 million, presumably encompassing all purchases made by POOL (direct effect) plus all purchases made by supplier firms (indirect effect), and all purchases made by the employees of POOL and supplier firms as well as all other consumers in the economy (induced effect), and presumably the typical output multiplier effect of RIMS II tables. This amount is then compared to the latest year of tax exemption benefits, reportedly \$2.078 million in 2022. The resulting multiple is 141.4, significantly exceeding the 20-times threshold required in law.'

While the aggregate transactions concept is the typical headline number of economic impact analysis, it significantly overstates true economic impact. It includes substantial double counting of spending as gross purchases at each stage of production are added together rather than the net purchases after production costs (also counted as purchases in various stages) are deducted at each stage. This double counting is further evidenced by the fact that estimated total household earnings (labor being the largest production input in the economy) in the analysis is \$96.8 million, only 33% of the aggregate transactions estimate.

The concept in impact analysis that reflects the economic benefit to the residents of a state is the household earnings concept, in this case totaling some \$96.8 million; itself likely to be overstated by the nature of input/output analysis and the omission of a balanced budget requirement. This concept reflects the earnings benefits received by the residents of the state employed by POOL, its suppliers, and all other firms receiving induced purchases. Dividing that amount by \$2.078 million results in a multiple of 46.6, over the 20-times threshold. The 20-times multiple could also be calculated utilizing the value-added concept, estimated by the analysis at \$203.1 million current dollars. That concept avoids the double-counting of the aggregate transactions concept, but reflects more than just the income earnings of the state's residents. The multiple using that concept is 97.7. Thus, if the aggregate transactions or value-added concepts are utilized to reflect economic benefit to the state, then for all practical purposes, it is impossible for the 20-times threshold to not be met.

Finally, R.S. 47:3204.B.(1)(b)(ii) requires that the application for subsequent renewal include an attestation by an independent public accounting firm of the calculation of the economic benefit to the state. An attestation was provided but attests only to the Louisiana payroll expenses and number of employees of the Louisiana Operations of Pool Corporation and Affiliates. The attestation appears to apply only to the direct employment and payroll of Pool Corporation and Affiliates, and not the subsequent estimates of indirect and induced effects of economic impact analysis. Regardless, neither the reported direct payroll of POOL or the estimated economy-wide earnings are what LED utilized as limits reflecting the economic benefits to the state. As discussed above, gross purchases in the economy (referred to as aggregate transactions in the impact analysis), inclusive of the double counting also discussed above, are utilized to reflect economic benefits in the 20-times multiple test; the use of which essentially guarantees exceeding the 20-time multiple test.

Contract No. 040057

**STATE OF LOUISIANA
BOARD OF COMMERCE AND INDUSTRY
and
POOL CORPORATION, ALLIANCE TRADING INC., SUPERIOR COMMERCE
LLC, and CYPRESS INC
RENEWAL CONTRACT FOR TAX EQUALIZATION**

BE IT KNOWN, this Agreement has been entered into and is effective as of **January 1, 2024**, by and between:

the **STATE OF LOUISIANA**, herein represented by the Louisiana Board of Commerce and Industry (“Board”) and **Alliance Trading, Inc.** (“Alliance”) and its successors upon recommendation of Louisiana Economic Development (“LED”) and approval of the Board, **Superior Commerce, LLC**, (“Commerce”) and its successors upon recommendation of LED and approval of the Board, **Cypress, Inc.**, (“Cypress”) and its successors upon recommendation of LED and approval of the Board, (Alliance, Commerce and Cypress collectively referred to herein as the “**Nevada Entities**”) and **Pool Corporation**, its affiliated domestic entities owned directly or indirectly fifty percent or more by Pool Corporation, and the successors to Pool Corporation (collectively referred to herein as “**POOL**”) upon recommendation of LED and approval of the Board, and the aforementioned affiliated entities,; and with approval of the Governor of the State of Louisiana who joins herein for the purpose of giving approval, action herein under and by virtue of the authority vested in them by provisions of R.S. 47:3201, et seq., of Sub-Title V, Chapter 1, Exemptions for Industry.

Witnessed:

WHREAS, Alliance is primarily engaged in the management of intellectual property and other intangibles, including without limitation registration, maintenance, licensing and oversight of EPA registrations, trademarks, service marks, and patents;

AND WHEREAS, Commerce is primarily engaged in the business of acquiring certain trade receivables for fair market value and securing third party financing;

AND WHEREAS, Cypress is primarily engaged in the procurement of swimming pool supplies, equipment, related pool parts and supplies and other leisure related products and merchandise for POOL and certain non-affiliated businesses;

AND WHEREAS, bringing these Nevada entities to this State has resulted in the employment of new employees in this State and the potential for growth through the best efforts of those companies in the future;

AND WHEREAS, each of the Nevada Entities has moved its headquarters from Las Vegas, Nevada to Covington, Louisiana;

AND WHEREAS, the state of Nevada has a greater tax advantage to the Nevada Entities than the taxing structure of the State;

AND WHEREAS, Louisiana recognizes that the encouragement of new headquarters to locate in the State is essential to the continued growth and development of the State and to the continued prosperity and welfare of the people of the State;

AND WHEREAS, Louisiana recognizes that new headquarters, which might otherwise locate in the State, are located in other states because of lower taxes imposed by such other states;

AND WHEREAS, Louisiana desires to encourage the Nevada Entities to remain in the State by equalizing taxes imposed upon the Nevada Entities to the levels imposed by Nevada;

AND WHEREAS, POOL is primarily engaged in the wholesale distribution of swimming pool suppliers, equipment, related pool parts and supplies and other leisure related products and merchandise to retailers, dealers, service contractors and pool builders;

AND WHEREAS, POOL is contemplating locating in another state, Florida, which has a greater tax advantage than the taxing structure of Louisiana;

AND WHEREAS, Louisiana acknowledges that the continued operation and maintenance of POOL's chief corporate headquarters in St. Tammany Parish will provide significant economic benefit to Louisiana;

AND WHEREAS, R.S. 47:3201, provides, in part, that its purpose is "to encourage the establishment and retention of manufacturing establishments, headquarters, or warehousing and distribution establishments in Louisiana by providing a procedure whereby the total state and local taxes imposed upon such establishments may be reduced, after all other tax incentives for specific sites are applied, to the levels imposed by other competing states;

AND WHEREAS, La. R.S. 47:3204.B(I)(a) provides that "each contract of exemption entered into under authority of this Chapter shall be reviewed and reevaluated, and shall be subject to renegotiation, five years from the date of the execution of the contract and may be renewed for an additional five-year period", and the Nevada Entities and POOL applied for renewal of the tax credit under that provision;

AND WHEREAS on October 25, 2023 the Board of Commerce and Industry approved the Nevada Entities and POOL's application for a renewal;

AND WHEREAS the Nevada Entities and POOL agree that they, their successors, or assigns, shall continue to own, operate and maintain their headquarters facilities located in Covington, Louisiana and St. Tammany Parish (collectively referred to herein as the "Covington Site"), and the operation of which is estimated to maintain employment of at least approximately 304 people as referred to in Article III;

AND, WHEREAS, all requirements of the law on behalf of the Nevada Entities and POOL having been complied with, and the Governor and the Louisiana Board of Commerce and Industry having deemed this contract to be in the best interest of the State;

NOW THEREFORE, the parties hereto do mutually covenant and agree to the following:

ARTICLE I

The Nevada Entities agree and warrant that, as set forth in R.S. 47:3204 G, the amount of credit under this contract shall be only such amount of tax creditor credits as is necessary to effect equality in amount between the total state and local taxes payable in Covington and St. Tammany Parish, Louisiana, and the total state and local taxes which would have been payable had the Nevada Entities located in Las Vegas, Clark County, Nevada. The tax equalization shall apply to the respective tax burdens only after application of all of the tax incentives offered at the respective locations attributable to the facility. It is assumed that any taxes due to other states and to the federal government would remain the same no matter where the enterprise is located.

POOL agrees and warrants that, as set forth in R.S. 47:3204 G, the amount of credit under this contract shall be only such amount of tax credit or credits as is necessary to effect equality in amount

between the total state and local taxes payable in Covington and St. Tammany Parish, Louisiana, and the total state and local taxes which would have been payable had POOL located its headquarter in Broward County (including applicable municipal taxes), Florida. The tax equalization shall apply to the respective tax burdens only after application of all of the tax incentives offered to the company at the respective location attributable to the facility. It is assumed that any taxes due to other states and to the federal government would remain the same no matter where the enterprise is located.

In consideration of the Tax Equalization Program contract, the Nevada Entities and POOL agree to maintain their headquarters in the State and shall continue to employ at least 304 employees, with a total payroll of \$23.5 million per contract year, at that headquarters. Subject to R.S. 47:3204 B(2) (a)&(b) ninety percent of the employees shall reside in Louisiana, and ninety percent of the company's officers and managers shall have their primary office in Louisiana. Any new employees conducting administrative/headquarters functions, added to either the Nevada Entities or Pool Corporation, shall be added to a Louisiana location unless the companies have a compelling business reason to have the employees located elsewhere.

The Nevada Entities and Pool Corporation shall make an annual report of all new domestic administrative/headquarters hires according to the function of the position, salary range, and location of the employee to the Louisiana Department of Economic Development. This annual report shall be due on or before thirty (30) days after the fiscal year end of the Nevada Entities and Pool Corporation. Pool Corporation's participation under this Agreement shall not prohibit Pool Corporation's ability to participate in any other additional incentive programs offered by the state.

ARTICLE II

This renewal contract is subject to R.S. 47:3201 et. seq. and to the rules promulgated by the Board of Commerce and Industry for the Tax Equalization Program.

ARTICLE III

The first year of this five-year tax equalization renewal contract period shall be the taxable years of the Nevada Entities and POOL beginning after December 31, 2023 and ending before January 1, 2025 for income tax, and beginning after December 31, 2024 and ending before January 1, 2026 for franchise tax. This contract shall expire on the last day of the taxable years of the Nevada Entities and POOL on December 31, 2028 for income tax and December 31, 2029 for franchise tax.

ARTICLE IV

It is recognized that the yearly amount of credits necessary to effect equality in the amount between the taxes payable in Louisiana and the taxes which would have been payable in Las Vegas, Clark County, Nevada and Broward County, Florida, respectively cannot be determined in advance. The parties agree that the comparison of the respective tax burdens applicable to the Covington and St. Tammany Parish, Louisiana headquarters sites and the Nevada and Florida sites shall be determined annually.

Therefore, annually for each taxable year of the Nevada Entities and POOL, at the time of filing the Nevada Entities and POOL's annual Louisiana corporation franchise tax and corporation income tax returns, each Nevada Entity and POOL shall separately furnish to the Louisiana Department of Revenue and the Louisiana Economic Development, the following, where applicable:

- (1) a taxable year compilation of what would have been the state and local sales and use taxes, including any applicable tax incentives of the Nevada Entities and POOL, had they located at their respective Nevada or Florida site; together with a compilation of the actual Louisiana state and local sales and use taxes paid for each Nevada Entities' and POOL's taxable year;
- (2) using forms provided by the applicable taxing authorities in Nevada and Florida, a computation of the corporate income tax and corporation franchise tax, individual income tax, or other equivalent tax based on either income or capital, including any applicable incentives, which would have been owned had the Nevada Entities or POOL located at their respective Nevada or Florida site;
- (3) all other state and local returns or tax payment information, including any applicable tax incentives, for the Nevada Entities and POOL's taxable year which would have been filed or paid by the Nevada Entities or POOL, had the Nevada Entities or POOL located at their respective Nevada or Florida site;
- (4) all other tax returns, including any applicable incentives, filed in the state of Louisiana with other state agencies or local governments;
- (5) certified statement of headquartered employees and wages; and
- (6) certified statement regarding the following, of Nevada Entities and Pool employees at the headquarter:
 - Ninety percent of the headquartered employees reside in Louisiana; and
 - Ninety percent of the company's officers and managers have their primary office in Louisiana.

The Nevada Entities and POOL shall only consider incentives in Nevada or Florida that would currently be available to the company had they located in either Nevada or Florida in 2004 the original year of the Tax Exemption contract. Therefore, POOL shall be allowed to carry forward credits from Florida's Qualified Target Industry Tax Refund which would have been earned in prior years of the tax equalization contract had the company located in Florida, but have not yet been utilized as part of the equalization. Additionally, POOL will only be allowed to generate new credits under the Qualified Target Industry Tax refund on new jobs created in a year of this tax equalization renewal contract.

Louisiana Economic Development is hereby authorized to review all tax returns of the Nevada Entities and POOL, and may share the information with the Louisiana Department of Revenue. The Nevada Entities and POOL hereby specifically authorizes the Louisiana Department of Revenue to share with the Louisiana Economic Development all tax return information relevant to the determination of the credits authorized by this contract or relevant to the administration of this contract. Louisiana Economic Development shall maintain such information in a separate confidential file and shall not disclose such information with the written consent of the Nevada Entities and POOL.

The data reflecting the tax burden, including any available tax incentives, which would have been incurred in the state of Nevada or Florida respectively, shall be compiled on behalf of the Nevada Entities and POOL by an independent Certified Public Accounting firm (the "compilation"). The Compilation shall include an accounting of all state and local Louisiana tax liabilities (income taxes, franchise taxes, sales taxes, etc.) already exempted or refunded under any other exemption contract, ie: Industrial Ad Valorem Tax Exemption Contract, and/or an Enterprise Zone Contract during any year covered by the Tax Equalization Contract period. The Compilation shall illustrate the impact of similar or other exemptions available at the applicable Nevada or Florida site. The Compilation shall be constructed in spreadsheet form similar to that used by the Louisiana Economic Development (the "format") or recommended by the Louisiana Department of Revenue. The Format shall illustrate completely, the amount being taxed, the tax rate, the tax formula, and the amount of tax, for all state and local taxes and incentives. All computations shall be summarized by tax, by state, and the summaries compared. The illustrations shall be supported by photo copies of, and referenced by footnote to actual tax returns where applicable. The Nevada Entities, POOL, and the CPA firm shall make every effort to facilitate an easy, readily understandable submission which will allow the Louisiana Department of Revenue to process the return and refund in an expedient and timely manner.

Nevada or Broward County, Florida, where applicable, is identical to the facility being operated in Louisiana and shall use the same asset, liability, and capital structure and the same revenue and expense structure as the actual operation.

The CPA firm shall certify to the best of its knowledge and belief that the data furnished as true and correct statements of the taxes, which would have been incurred during the taxable year of the Nevada Entities and POOL, had the Nevada Entities located at the Nevada site, using the same level of business activity that the Nevada Entities enjoys in Louisiana or had POOL located at the Florida site, using the same level of business activity that POOL enjoys in Louisiana.

Annually for each taxable year of the Nevada Entities or POOL and on the basis of all pertinent information, the Louisiana Department of Revenue and the Louisiana Economic Development may review the total tax liability of the Nevada Entities and POOL in Louisiana, and the total tax liability that the Nevada Entities would have incurred had the Nevada Entities located at the Nevada site and the total tax liability of POOL would have incurred had POOL located at the Florida site. The Louisiana Economic Development may assist the Louisiana Department of Revenue should any audit of the tax data for the state of Nevada or Florida be necessary.

If the total tax liability of a Nevada Entity in Louisiana, attributable to the headquarters, for the Nevada Entity's taxable year is greater the total tax liability that the Nevada Entity would have incurred in the state of Nevada had it located at the Nevada site, then the Nevada Entity's Louisiana tax liability shall be reduced by allowing, in accordance with Article V, a credit against certain taxes until the Louisiana tax burden is equal to the tax burden the Nevada Entity would have incurred if it had located in the state of Nevada. If the total tax liability of POOL in Louisiana, attributable to the headquarters, for POOL's taxable year is greater than the total tax liability that POOL would have incurred in the state of Florida had it located at the Florida site, then POOL's Louisiana tax liability shall be reduced by allowing, in accordance with Article V, a credit against certain taxes until Louisiana tax burden is equal to the tax burden POOL would have incurred if it had located in the state of Florida.

If POOL and/or the Nevada Entities fail to maintain at least 304 headquarters jobs with an annual payroll of \$23.5 million, for any contract year, POOL and the Nevada Entities shall forfeit the tax equalization benefits reduced in proportion to any shortfall of the annual payroll for such years. Jobs shall be calculated by averaging the number of jobs during the twelve-month period based upon the count on the 12th day of each month.

ARTICLE V

Once an annual credit amount has been determined, and without regard to the tax types that compose the credit amount, the credit should first be applied as follows:

1. to any Louisiana corporate franchise taxes;
2. to any Louisiana corporate income tax or personal tax;
3. to any Louisiana sales and use taxes on purchases and leases of, and repairs to, machinery and equipment to be used in on-site operation of Covington headquarters site;
4. to any Louisiana sales and use taxes imposed by the state upon materials and supplies necessary for the manufacturer or production of a product at the Covington site; and
5. to any other taxes imposed by the state to which such businesses are subject.

If the credit against tax for a taxable year of a Nevada Entity or POOL, as determined in Article IV above, is greater than the amount of Louisiana taxes incurred in the taxable year to which the tax equalization credit is to be applied, then the excess tax equalization credit shall be carried forward for five years following the year in which the credit was earned.

ARTICLE VI

In the event a Nevada Entity or POOL should sell or otherwise dispose of its headquarters location or property being covered by this contract for tax equalization (said facility or property being more fully described in the Tax Equalization Program Affidavit of Final Cost), the purchaser of the said facility or property may, within ninety (90) days of the date of such act of sale, apply to the Louisiana Board of Commerce and Industry for a transfer of this contract to the purchaser. The Board shall consider all such applications for transfer of contracts for credit strictly on the merits of the application for such transfer. No such transfer shall in any way impair or amend any of the provisions of the contract so transferred other than to change the name of a Nevada Entity or POOL. Failure to request or apply for a transfer within the stipulated time herein set forth shall constitute violation of the terms hereof.

ARTICLE VII

The Nevada Entities and POOL agree to an annual review and inspection by the Department of Economic Development and, upon reasonable notice and during normal business hours shall make all books and records of the company relating to the facility or property covered by this contract available for inspection. If an annual review is requested, the Nevada Entities and POOL agree to have an officer of authority in attendance at the yearly review of the credit by the Louisiana Economic Development. Included in this annual review shall be a review of employment data on the average number of jobs by month.

ARTICLE VIII

Written notice of any violations of the terms and conditions of this contract shall be given to the Nevada Entities and POOL, who shall have ninety (90) days within which to correct the violations. If the violation is not corrected with ninety (90) days, any remaining benefits granted under this contract may be terminated.

ARTICLE IX

The Nevada Entities and POOL may terminate this contract by giving a thirty (30) day written notice of cancellation to the Secretary of Louisiana Economic Development. The credit from taxes herein granted by the State of Louisiana shall cease and terminate should the operation of the facility contemplated by this contract be abandoned.

All notices, requests, demands or other communications hereunder shall be deemed sufficiently given when delivered: by e-mail or by facsimile upon confirmation of actual receipt as expressly confirmed by the recipient; or by U.S. mail service, by messenger, by professional courier service, by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Office of the Secretary
Louisiana Economic Development 617 North
Third Street
Baton Rouge, LA 70802

and

If to any of the Nevada Entities, to:
Alliance Trading Inc., Superior Commerce, LLC, or Cypress, Inc.

c/o Pool Corporation
 109 Northpark Boulevard
 Covington, Louisiana 70433-
 5001 Attention: name, President
 Email:

If to POOL, to:
 POOL CORPORATION
 109 Northpark Boulevard
 Covington, Louisiana 70433-5001
 Attention: Mr. Manuel J. Perez de la Mesa,
 title
 Email:

or at such address as such party designates from time to time in writing and forwarded in like manner.

ARTICLE X

This contract shall be construed and interpreted in accordance with and be governed by the laws of the State of Louisiana, including but not limited to R.S. 47:3201, et. seq., and the rules promulgated thereunder; provided however, that if R.S. 47:3201 et. seq., or any successor provisions or the rules promulgated thereunder are amended to give greater tax equalization benefits to the Nevada Entities and to POOL, and if the amendment(s) are deemed by the Legislature to apply to contracts for tax equalization in force at the time of the amendment(s), then the Nevada Entities and POOL may apply for the expanded tax equalization benefits which shall be incorporated into this contract.

This contract, including any exhibits attached hereto and incorporated herein by reference, contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and may not be modified, supplemented, or amended except in writing duly executed by all parties hereto.

Any modification, supplement, amendment, or waiver of any provision of this contract shall be effective only if in writing, duly agreed to and executed by all parties hereto and same shall be effective only for the period of time and on the conditions and purposes specified in such writing.

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction, as well as any Amendments hereto, may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

IN WITNESS WHEREOF, after a due reading of the whole document, this Agreement has been signed by the undersigned duly authorized representatives, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at the locations shown below, on the dates shown below, to be effective as of the date first stated above.

****REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK:
SIGNATURES TO FOLLOW****

Baton Rouge, Louisiana on the _____ day of _____, 2024

Witnesses as to:
STATE OF LOUISIANA:

STATE OF LOUISIANA
Board of Commerce and Industry

Signature

By: _____

Signature

Printed Name

Printed Name: Anne G. Villa

Title: Board of Commerce & Industry

Signature

Authorized Representative

Printed Name

Contract Monitor:

Signature

Print Name: Susan Bigner

Approved the _____ day of _____, 2024

BY: _____

John Bel Edwards

GOVERNOR OF THE STATE OF LOUISIANA

.....
Covington, Louisiana on the _____ day of _____, 2024

Witnesses as to:
POOL Corporation

POOL Corporation

Signature

By: _____

Signature

Printed Name

Printed Name: _____

Title: _____

Signature

Printed Name

Witnesses as to:
Alliance Trading Inc.

Alliance Trading Inc.

Signature

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Signature

Printed Name

**Witnesses as to:
Superior Commerce LLC**

Superior Commerce LLC

Signature

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Signature

Printed Name

**Witnesses as to:
Cypress Inc.**

Cypress Inc.

Signature

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Signature

Printed Name

Please retain the contract but return all signature pages. A complete signature page will be returned for your records.

LOUISIANA OFFICE OF BUSINESS DEVELOPMENT SERVICES
Business Incentives Division
P.O. Box 94185, Capitol Station
Baton Rouge, LA 70804-9185
Attention: Tax Equalization Program Administrator

Pool Corporation and Subsidiaries
Tax Equalization Subsequent Renewal Request
Contract # 040057
Response to R.S. 24:653(M)

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.

Attached:

- Tax Equalization Application received June 8, 2023
- Tax Equalization Narrative and Term Sheet as presented to the Board of Commerce & Industry on October 25, 2023
- Economic Impact Statement prepared by ULM, dated May 19, 2023
- CPA Attestation from Postlethwaite & Netterville, dated June 8, 2023
- Tax Equalization Contract # 040057, draft dated October 10, 2023

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

All estimates presented in the Economic Impact Statement prepared by ULM were calculated using the RIMS II Multipliers (2012/2021) for the State of Louisiana, obtained from the U.S. Bureau of Economic Analysis Regional Input Output Multiplier System. Weighted average multiplier values are computed from the following:

- Industry 42000 Wholesale Trade
- Type I multipliers consider the effects of direct and indirect (supply-chain) activities.
- Type II multipliers consider the added effects of induced activities, i.e., spending of payroll on operationally-unrelated goods and services by households.

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

The Economic Impact Statement from ULM provides an estimate of the direct and indirect effects that Pool Corp has on the State.

ULM Study, Table 4: The total economic impact of Pool Corporation (aggregated transactions)

	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
Single-year impact	\$229,638,239	\$64,135,128	\$293,773,367
10-year present value of impact	\$1,662,983,627	\$464,450,817	\$2,127,434,444

Pool Corporation and Affiliates also pays substantial property taxes as a by-product of its Louisiana operations. In 2022, Pool Corporation and Affiliates paid \$320,754 in property taxes to St. Tammany Parish. Assuming zero nominal growth in property taxes over the next 10 years and using the risk-adjusted discount rate mentioned above **we compute the 10-year present value of property taxes to be: \$2,322,803.**

Present value of Pool Corporation and Affiliates’ economic impact on household income over the next 10 years:

ULM Study, Table 2: Impact of Pool Corporation on Household Income

	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
Single-year impact	\$73,274,047	\$23,564,308	\$96,838,356
10-year present value of impact	\$530,632,624	\$170,646,924	\$701,279,548

ULM Study, Table 3: Full-time equivalent jobs created in Louisiana by Pool Corporation.

	Direct + Indirect Employment	Induced Employment	Total Employment (Direct + Indirect + Induced)
Employment Effects	867	475	1,342

The total economic impact to the State (aggregated transactions) of Pool Corporation and Affiliates was calculated with RIMS II data using the following formula:

$$((\text{Employ} \times (\frac{\text{Col 6}}{1^6 \text{ Col 3}})) * 1,000,000) * \text{Col}$$

ULM Study, Table 6: Present Value of Sales Taxes paid to Louisiana from Pool Corporation and Affiliates' Impact on Household Income.

	Direct Effects	Indirect + Induced Effects	Total (Direct + Indirect + Induced)
2023	\$1,565,134	\$503,334	\$2,068,467
2024	\$1,448,933	\$465,964	\$1,914,896
2025	\$1,341,359	\$431,369	\$1,773,728
2026	\$1,241,771	\$399,343	\$1,641,114
2027	\$1,149,578	\$369,694	\$1,519,272
2028	\$1,064,229	\$342,247	\$1,406,476
2029	\$985,217	\$316,837	\$1,302,054
2030	\$912,071	\$293,314	\$1,205,385
2031	\$844,355	\$271,537	\$1,115,893
2032	\$781,667	\$251,378	\$1,033,045
10-year Present Value of Sales Taxes	\$11,334,313	\$3,645,018	\$14,979,331

ULM Study, Table 7: Present Value of Income Taxes paid to Louisiana from Pool Corporation and Affiliates' Impact on Household Income.

	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
2023	\$1,826,905	\$502,734	\$2,329,639
2024	\$1,691,269	\$465,410	\$2,156,679
2025	\$1,565,703	\$430,856	\$1,996,559
2026	\$1,449,460	\$398,868	\$1,848,327
2027	\$1,341,847	\$369,254	\$1,711,101
2028	\$1,242,223	\$341,840	\$1,584,063
2029	\$1,149,996	\$316,460	\$1,466,456
2030	\$1,064,616	\$292,965	\$1,357,581
2031	\$985,575	\$271,214	\$1,256,789
2032	\$912,403	\$251,078	\$1,163,481
10-year Present Value of Income Taxes	\$13,229,997	\$3,640,679	\$16,870,676

Adding the sales and income taxes discussed in Tables 6 and 7 respectively generates the total state tax impact of Pool Corporation and Affiliates' payroll on Louisiana. Table 8 describes the discounted value of Pool Corporation's employee contribution to state income and sales tax revenue.

ULM Study, Table 8: Combined State Sales and Income Tax Revenue (discounted)

Year	Direct	Total
2023	\$2,528,331	\$4,398,107
2024	\$2,340,614	\$4,071,576
2025	\$2,166,834	\$3,769,287
2026	\$2,005,956	\$3,489,442
2027	\$1,857,023	\$3,230,373
2028	\$1,719,147	\$2,990,539
2029	\$1,591,508	\$2,768,510
2030	\$1,473,346	\$2,562,966
2031	\$1,363,956	\$2,372,682
2032	\$1,262,689	\$2,196,526
10-year Present Value	\$18,309,403	\$31,850,007

The industry-specific impact on value added to the State is calculated from final demand and is described in Table 5. Since we are assuming a constant real value of payroll, the annual value-added figures are also in constant dollars.

ULM Study, Table 5: Value Added by Industry Sector.

	Direct + Indirect	Induced	Total Value Added
Agriculture/Forestry/Fishing	\$161,219	\$261,981	\$423,200
Mining/Extraction Industries	\$483,657	\$705,333	\$1,188,990
Utilities	\$1,592,038	\$1,450,971	\$3,043,009
Construction	\$322,438	\$342,590	\$665,028
Durable Goods Manufacturing	\$523,962	\$302,286	\$826,248
Nondurable Goods Manufacturing	\$1,410,666	\$1,632,343	\$3,043,009
Wholesale Trade	\$125,247,031	\$2,579,504	\$127,826,536
Retail Trade	\$624,724	\$5,179,161	\$5,803,885
Transportation/Warehouse	\$5,259,771	\$1,289,752	\$6,549,523
Information	\$1,793,562	\$1,309,905	\$3,103,466
Finance/Insurance	\$2,680,266	\$2,377,981	\$5,058,247
Real Estate/Rental/Leasing	\$4,231,999	\$6,146,475	\$10,378,475
Professional/Scientific	\$5,562,056	\$1,934,628	\$7,496,685
Management of Companies	\$3,566,971	\$544,114	\$4,111,085
Administrative/Waste Management	\$4,211,847	\$1,209,143	\$5,420,990
Educational Services	\$181,371	\$1,148,686	\$1,330,057
Healthcare/Social Assistance	\$20,152	\$8,423,694	\$8,443,847
Arts/Entertainment/Recreation	\$241,829	\$644,876	\$886,705
Accommodation	\$241,829	\$785,943	\$1,027,771
Food Services/Drinking Places	\$483,657	\$2,095,847	\$2,579,504
Other Services	\$1,511,428	\$2,277,219	\$3,788,647
Households	\$0	\$120,914	\$120,914

Total One-year Value Added	\$160,352,474	\$42,763,347	\$203,115,821
10-year Present Value	\$1,161,087,226	\$309,775,476	\$1,470,862,701

(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.

The cost/benefit table included in section (g) below includes all state costs associated with this project.

(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.

Please see the attached document titled "POOLCORP Tax Equalization Retention Assessment."

(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.

Pool Corporation
Estimated State Tax Revenues and Incentive Costs, \$\$Millions

	2024	2025	2026	2027	2028	Total
State Tax Revenues						
State Sales & Income Tax Revenue Impact from Pool's Impact on Household Income; Source: ULM Table 9	4.5	4.6	4.7	4.9	5.0	23.7
Direct Corporate Sales, Income, & Franchise Taxes; Source: POOLCORP pro forma projections	3.9	4.2	4.6	5.0	5.5	23.2
Total Revenues	8.4	8.8	9.3	9.9	10.5	46.9
State Incentives						
Tax Equalization Credit Forecast (Source: POOLCORP pro forma projections)	2.5	2.7	2.9	3.0	3.2	14.3
Total Incentives	2.5	2.7	2.9	3.0	3.2	14.3
Revenues in Excess of Cost	5.9	6.1	6.4	6.9	7.2	32.5

In addition to state corporate tax payments, the company projects that it will make the following local property tax payments in St. Tammany Parish over the 2024 – 2028 time period:

Estimated Local Tax Revenues (Headquarters Location), \$\$Thousands

	2024	2025	2026	2027	2028	Total
Property Tax Payments*	80	84	88	92	97	441
Local Sales Tax Payments*	1,121	1,177	1,236	1,298	1,362	6,194
Total Local Tax Payments	1,201	1,261	1,324	1,390	1,459	6,635

*Source: POOLCORP pro forma projections

STATE OF LOUISIANA
Commerce and Industry Board

Wednesday, October 25, 2023

Tax Equalization Request for Renewal of Contract

Company: Pool Corporation and subsidiaries
Covington, LA
St. Tammany Parish

Contract: 2009-0747-TE

Tax Equalization Program:

The Tax Equalization Program is an inducement which bolsters Louisiana's competitiveness to attract, retain, and encourage the expansion of manufacturing establishments, headquarters, and warehousing and distribution establishments to Louisiana, by way of equalizing the tax burden. This program is designed to eliminate the tax differential through the equalization of the overall taxes between a Louisiana site and a competing site in another state. The sites under consideration must be valid and viable for the proposed operations. The competing site must offer comparative advantages equal to or greater than the comparative advantages offered at the Louisiana site. The governor must extend a written invitation to the company authorizing the company to submit an application for this program.

The contract is for a period up to five years with the availability to apply for a renewal if all requirements have been met and the application was made prior to the termination of the contract. The tax equalization is determined on an annual basis based on the taxes payable in Louisiana and the taxes which would have been payable in the competing state. If the total tax liability of the contractee in Louisiana is greater than the total tax liability that the contractee would have incurred in the competing state, then the Louisiana tax liability shall be reduced by allowing an exemption to adjust the Louisiana tax burden to the tax burden the contractee would have incurred if it had located in the competing state.

Subsequent renewals for additional periods of five years or less may be granted to a contract holder whose contract has not expired as of the date of application for renewal. The applicant must demonstrate the conditions of the initial contract were met and the activities of the applicant in the State of Louisiana generate economic benefits to the state that exceed 20 times the Tax Equalization benefit for the year preceding the application for renewal. Such benefit to the state shall be determined by the application of nationally recognized multipliers as appropriate and set forth in the Regional Input-Output Modeling System ("RIMS II").

Background:

Pool Corporation and Subsidiaries, also known as POOLCORP, is the largest wholesale distributor of swimming pool and related outdoor living products. Founded in 1993, POOLCORP has grown to over 350 sales center locations in North America, Europe, South America, and Australia. It has continued to expand and acquire additional companies to include other backyard leisure tools, irrigation, and landscape products. Their three primary distribution networks consist of SCP Distributors, LLC; Superior Pool Products, LLC; and Horizon Distributors, Inc.

In 2004, POOLCORP (formerly known as SCP Pool Corporation) acquired Alliance Trading Inc., Superior Commerce LLC, and Cypress Inc. (commonly referred to as the Nevada entities), which were located in Las Vegas, Nevada. POOLCORP had the option to leave the newly acquired companies in Nevada or combine them at the Louisiana headquarters. At the same time, POOLCORP was considering to relocate SCP Pool and SCP Distributors (Florida entities) to Florida. If this occurred, the state would have lost 160 jobs located at the Covington headquarters.

Tax Equalization Contract History:

On June 10, 2004, Governor Kathleen Blanco invited POOLCORP to participate in a Tax Equalization (TE) contract to equalize the tax burden between St. Tammany Parish and **Clark County, Nevada** for the Nevada entities AND equalize the tax burden between St. Tammany and **Broward County, FL** for the Florida entities. With this assistance, POOLCORP agreed to locate the above-mentioned entities and continue to operate the Covington Headquarters.

The original five-year contract was for tax years 2004 through 2008 and required POOLCORP to maintain their headquarters in Covington, maintain 160 existing jobs along with 4 employees for the Nevada entities, and add any new employees conducting administration/headquarters functions to the Covington location. The contract also allowed any new companies acquired to be included in the TE contract as long as the companies were owned, either directly or indirectly, fifty percent or more by POOLCORP. The requirements for the 5 year contract were met and it was renewed for tax years 2009 and 2013 with the same requirements, which were met accordingly.

In 2013, POOLCORP requested its first subsequent renewal for tax years 2014 through 2018. The company was able to illustrate, using the RIMS II calculation, that the economic impact to Louisiana was \$107.8 million or 107.9 times greater than the 2012 TE benefit of \$998,500. All the requirements of the contract were met and in 2018 a second subsequent renewal was award for tax years 2019 through 2023. According to the economic impact statement, POOLCORP's impact was over \$146 million or 70.13 times greater than the TE benefit for 2016 of \$2,081,686.

Subsequent Renewal Application

On June 8, 2023, POOLCORP applied for their third subsequent TE renewal. The company has submitted Annual Reports for all years through 2022. The Annual Report for tax year 2022 was received September 12, 2023 and is still under review. Per the current TE contract, the Covington headquarters must maintain 264 jobs for any contract year. As of the end of 2022, Pool Corp had 304 jobs with an annual payroll of \$23.5 million at the Covington headquarters which exceeds the annual requirement. Here are the annual TE benefits for years 2019 through 2022 with 2023 projected by POOLCORP.

Year	Nevada	Florida	Total
2019	\$ 640,240	\$ 558,698	\$ 1,198,938
2020	\$ 620,703	\$ 526,486	\$ 1,147,189
2021	\$ 1,136,208	\$ 635,191	\$ 1,771,399
2022	\$ 1,237,873	\$ 840,525	\$ 2,078,398
Proj 2023	\$ 1,305,908	\$ 1,075,013	\$ 2,380,921
2nd Subsequent Renewal Contract			\$ 8,576,845

An analysis of the state revenue received in excess of the TE credit for the past 5 years, with the 2023 projection is illustrated below. The total 5 year estimated net revenue for the state will be approximately \$39 million. The amounts for the Nevada entities and Pool Corp are combined to illustrate the total net revenue for the expiring TE contract.

	2019	2020	2021	2022	2023 Projected by Pool	5 year Total
LA Tax Revenue Generated by Poolcorp (per annual reports)	2,342,532	976,775	1,770,119	1,696,475	3,686,570	10,472,471
State/Local Tax Revenue by Pool Employees (LED ROI)	7,838,890	8,927,825	6,923,528	8,697,143	4,398,107	36,785,493
Total LA Tax Revenue Generated	10,181,422	9,904,600	8,693,647	10,393,618	8,084,677	47,257,964
Tax Equalization Credit per LDR	866,191	976,775	1,770,119	2,078,398	2,380,921	8,072,404
Revenue in Excess	9,315,231	8,927,825	6,923,528	8,315,220	5,703,756	39,185,560

The application for renewal contained an Economic Impact State which illustrated the economic benefit to Louisiana to be \$293.8 million, or 141.3 times greater than the 2022 TE benefit of \$2,078,398. This was calculated by Paul S. Nelson, Ph.D., Professor of Economics and Robert C. Eisenstadt, Emeritus Professor of Economics of ULM using RIMS II multipliers. The economic benefit was based on POOLCORP's Louisiana jobs and payroll, which was attested to by Postlethwaite & Netterville (P&N). Also included in the application was the estimated comparison prepared by POOLCORP for tax years 2024 through 2028 and the Louisiana revenue created by POOLCORP in excess over the TE benefit projected.

Year	Nevada	Florida	Total
2024	\$ 1,367,718	\$ 1,161,377	\$ 2,529,095
2025	\$ 1,432,619	\$ 1,277,794	\$ 2,710,413
2026	\$ 1,500,765	\$ 1,372,835	\$ 2,873,600
2027	\$ 1,572,318	\$ 1,477,457	\$ 3,049,775
2028	\$ 1,647,449	\$ 1,568,200	\$ 3,215,649
5 Year Projections			\$ 14,378,532

All projects provided by Pool Corp	2024	2025	2026	2027	2028	5 year Total
LA Tax Revenue Generated by Poolcorp	3,969,938	4,194,474	4,570,074	4,980,169	5,515,866	23,230,521
State & Local Tax Revenue Generated by Poo	4,507,180	4,618,958	4,733,508	4,850,899	4,971,201	23,681,746
Total LA Tax Revenue Generated by Pool	8,477,118	8,813,432	9,303,582	9,831,068	10,487,067	46,912,267
Tax Equalization Credit	2,529,095	2,710,413	2,873,600	3,049,776	3,215,650	14,378,534
Revenue in Excess of Cost	5,948,023	6,103,019	6,429,982	6,781,292	7,271,417	32,533,733

Attached are the Application for Renewal, Economic Impact Statement, and the Attestation by P&N.

Recommendation:

Staff recommends that the Commerce and Industry Board extend the contract with the following contingencies:

1. The contract period will be for another five-year period for taxable years beginning after December 31, 2023 and ending before January 1, 2029 for income tax and beginning after December 31, 2024 and ending before January 1, 2030 for franchise tax.
2. POOLCORP must maintain and continue to operate its headquarters in Covington with a minimum employment of 304 jobs with an annual payroll of \$23.5 million at the headquarters.
3. Any new employees conducting administrative/headquarters functions must be positioned at a Louisiana location unless the companies have a compelling business reason for the employees to be located elsewhere.
4. The amount of credit shall be calculated using incentives which would currently have been allowed to the company if it had located in Clark County, Nevada, or Broward County, Florida.
5. POOLCORP shall report annually all new domestic administration/headquarters hires according to the function of the position, salary range, and location of the employee.
6. The annual compilation is required to be prepared by an independent CPA and should include all state and local taxes, not just income and franchise taxes.
7. This annual compilation, along with any other required documentation, shall be separately furnished to the Louisiana Department of Revenue (LDR) and to LED.
8. Any excess tax equalization credit may be carried forward for no more than five years following the year in which the credit was earned.
9. LED and LDR shall have the right to audit any of the tax data if deemed necessary.



Tax Equalization Program

FOR OFFICE USE ONLY

DEPOSIT DATE _____

RECEIPT # _____

CHECK # _____

CHECK AMOUNT _____

INITIALS _____

Mailing Address
P.O. Box 94185
Baton Rouge, LA 70804-9185

Physical Address
617 N. 3rd Street, 11th Floor
Baton Rouge, LA 70802

Phone: 225.342.3000
Fax: 225.342.0142

TAX EQUALIZATION PROGRAM RENEWAL APPLICATION

PLEASE TYPE (Application cannot be processed if required information is not provided)

INSTRUCTIONS: Complete all areas of requested information before submitting this application to our office. Any missing information may cause delays in processing and submission to the Louisiana Board of Commerce and Industry for consideration. **The Board of Commerce and Industry urges manufacturers and contractors to give preference to Louisiana manufacturers, suppliers, contractors and labor.**

1. BUSINESS INFORMATION

COMPANY NAME Pool Corporation and Subsidiaries

PHYSICAL ADDRESS 109 Northpark Blvd Suite 400

CITY Covington PARISH St. Tammany STATE LA

ZIP CODE 70433

LOUISIANA UNEMPLOYMENT ID # 418575-6

NAICS CODE 423910

TYPE OF BUSINESS: Manufacturing Headquarters Warehousing and Distribution

DESCRIBE YOUR BUSINESS (PRODUCT OR SERVICE): (DETAILED DESCRIPTIONS REQUIRED. IF MORE SPACE IS NEEDED, ATTACH A SEPARATE SHEET)

Pool Corporation is the world's largest wholesale distributor of swimming pool supplies, equipment and related leisure products and is one of the leading distributors of irrigation and landscape products in the United States. As of December 31, 2022, we operated 420 sales centers in North America, Europe, and Australia through our five distribution networks. Our mission is to provide exceptional value to our customers and suppliers, creating exceptional return to our shareholders, while providing exceptional opportunities to our employees. While Pool Corporation is profitable, as a public company we are constantly required to examine the value provided to our shareholders, and as such, we continually assess the cost of our headquarters operations. Without the Tax Equalization Credit, we do not believe that operating our headquarters in Louisiana would be in the best interest of our shareholders.

The Board of Commerce and Industry has adopted rules prohibiting any business engaged in or owned by someone engaged in gaming from being eligible to participate in the Incentives Programs.

*Has the applicant or any affiliates received, applied for or considered applying for a license to conduct gaming activities? YES NO

If yes, attach a detailed explanation, including the name of the entity receiving or applying for the license, the relationship to the applicant if an affiliate, the location and the type of gaming activities.

CONFIDENTIAL INFORMATION

The following information is provided subject to the confidentiality requirement of Public Records Act, La. R.S. 44:3.2. In compliance with Attorney General Opinion # 82-860, the confidentiality of this information shall be preserved and no disclosure shall be made of the information provided

herein without the prior written consent of Pool Corporation and Subsidiaries.
(Company Name)

The information contained in this Tax Equalization Program Renewal Application may be copied by the Department of Economic Development, Office of Commerce and Industry and distributed to the Board of Commerce and Industry and the Legislative Budget Committee for their use in evaluating this application.

In addition to the information required in this application, the applicant agrees to make available any additional information and records the Department of Economic Development or the Board of Commerce and Industry may request

Melanie Housey Hart
Melanie Housey Hart (May 30, 2023 14:57 CDT)

Signature

May 30, 2023

Date

Melanie Hart, Chief Financial Officer

Name and Title

2. COMPANY CONTACT

COMPANY REPRESENTATIVE _____ Jennifer Comeaux

Name of person to contact in reference to this application

TITLE _____ Tax Compliance Manager

COMPANY NAME _____ Pool Corporation and Subsidiaries

MAILING ADDRESS _____ 109 Northpark Blvd Suite 400

CITY _____ Covington

STATE _____ LA ZIP CODE _____ 70433

PHONE NUMBER _____ 985-807-8780

EXT. _____

EMAIL ADDRESS _____ jennifer.comeaux@poolcorp.com

3. THIRD PARTY CONTACT (if applicable)

DESIGNATED REPRESENTATIVE _____

Name of person to contact in reference to this application

COMPANY NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ EXT. _____

EMAIL ADDRESS _____

A DISCLOSURE AUTHORIZATION MUST BE COMPLETED AND SUBMITTED WITH THE APPLICATION

4. RENEWAL INFORMATION

COMPETITIVE SITE(S) _____

IS THIS A SUBSEQUENT RENEWAL OF THE TAX EQUALIZATION PROGRAM CONTRACT? YES NO

IF SUBSEQUENT RENEWAL:

IS PROOF OF ECONOMIC BENEFIT ATTACHED? YES NO

IS ATTESTATION BY AN INDEPENDENT PUBLIC ACCOUNTANT FIRM REGARDING THE CALCULATION OF ECONOMIC BENEFIT ATTACHED? YES NO

IS THE \$250 RENEWAL FEE ATTACHED TO THIS RENEWAL? IF NOT, EXPLAINED WHY NOT. YES NO

5. TAX STRUCTURE

A five (5) year pro-forma balance sheet and income statement for the proposed renewal period shall be provided by the applicant as the basis for all tax calculations. Also, provide pro-forma balance sheet and income statement for any years in the current TE contract that have not been filed.

A certified estimate of the following state taxes covering the next five (5) years of operations (proposed renewal period), filed for each site under consideration:

1. State Sales/Use Tax;
2. State Corporate Income Tax;
3. State Corporate Franchise Tax;
4. State Ad Valorem Property Tax (where applicable);
5. State Inventory Tax (where applicable)
6. Any other State taxes.

A certified estimate of the following local taxes covering the next five (5) years of operations (proposed renewal period), filed for each site under consideration:

1. Local Sales/Use Tax;
2. Local Ad Valorem Property Tax;
3. Local Inventory Tax;
4. Any other local taxes.

Also provide certified estimates for any years in the current TE contract that have not been filed. All certified estimates must be signed and dated by the company's chief financial officer.

Please provide a narrative of any extraordinary or unusual taxes and/or incentives for all sites being considered, including state and/or local taxes and incentives. The tax rates and tax formulas should be explained.

Extraordinary or Unusual Taxes and/or Incentives

In Florida we would receive the Qualified Target Industry Refund which would reduce corporate income tax. The refund is calculated based on new jobs created at our headquarters office. The rate is \$3000 per new job created. For jobs where the wage is 150% of the annual average wage, the amount is \$4000 per job. For jobs where the wage is 200% of the annual average wage, the amount is \$6000 per job.

6. TAX COMPARISON

Attach information and evidence for any financial incentives included in the tax comparison, which would have been available had the company located in the competing state(s) and would have effectively decrease the State of Louisiana’s revenue. Include:

1. Eligibility Requirements;
2. Any restrictions or caveats regarding eligibility, length of time, amount of exemption, etc.;
3. What the exemption based on; and
4. Formula to calculate the amount of the exemption.

Prepare a comparison of all taxes that will be exempted or refunded under any other exemption contract, ie. Industrial Ad Valorem Tax Exemption Contract, Enterprise Zone Contract, and/or Quality Jobs Contract during any year covered by the Tax Equalization Renewal Contract period. The tax comparison must illustrate the impact of similar or other exemptions available in the competing state(s).

Louisiana Projected Income State

****SEE ATTACHED TAX COMPARISON SCHEDULE****

	20__	20__	20__	20__	20__	Total
Net Sales						
Less: Cost of Sales	_____					
Gross Profit						
Less: Operating Expense	_____					
Depreciation	_____					
Operating Income						
Other Income	_____					
Total Income						
Less: Federal Taxes	_____					
LA Taxable Income						
Louisiana Site						
State Corp Franchise Tax	_____					
State Corp Income Tax	_____					
State Sales/Use Tax	_____					
State	_____					
State	_____					
Local	_____					
Local	_____					
Total Tax Liability in LA						
Competitive Site	_____					
State Corp Franchise Tax	_____					
State Corp Income Tax	_____					
State Sales/Use Tax	_____					
State	_____					
State	_____					
Local	_____					
Local	_____					
Total Tax Liability in ____						

Estimated Tax Exemption:

7. CERTIFICATION

Must have legal authority to sign this application (Documentary evidence must be provided)

I, Melanie Hart,

NAME OF COMPANY OFFICIAL

Hereby certify that I am Chief Financial Officer of Pool Corporation and Subsidiaries.

TITLE

COMPANY NAME

I hereby certify that the Tax Equalization project identified in this application with the above referenced number meets all of the requirements of Louisiana Revised Statutes 47:3201-3206. I hereby certify that the information provided in this application is true and correct, and I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for the filing of false public records (R.S. 14:133) and/or forfeiture of any tax exemptions approved under this program. I understand that the application and information submitted with it shall not be returnable to the applicant.

By:

Melanie Housey Hart

Melanie Housey Hart (May 30, 2023 14:57 CDT)

Signature

Melanie Hart, Chief Financial Officer

Printed Name and Title

May 30, 2023

Date

The Economic Impact on Louisiana of the Louisiana Operations of Pool Corporation and Affiliates

Paul S Nelson, Ph.D.¹
Professor of Economics
Director, Center for Business and Economic Research
University of Louisiana at Monroe
Monroe, LA 71209

Robert C. Eisenstadt
Emeritus Professor of Economics
University of Louisiana at Monroe
Monroe, LA 71209

May 19, 2023

¹ Questions concerning this report should be directed to Dr. Paul Nelson; 318-355-8193 or nelson@ulm.edu.

The Economic Impact on Louisiana of the Louisiana Operations of Pool Corporation and Affiliates

Executive Summary

The combined direct, indirect, and induced economic impact effects on Louisiana from the Louisiana operations of Pool Corporation and Affiliates (PoolCorp) are listed below. The “Executive” numbers are described in detail in terms of their component parts in the discussion that follows this summary.

- **The single-year total economic impact to Louisiana (aggregate transaction) from PoolCorp’s Louisiana operations is estimated to be \$293,773,367.**
 - **The accumulated ten-year present value is estimated to be \$2,127,434,444.**
- **The single-year total impact on Louisiana household income from PoolCorp’s Louisiana operations is estimated to be \$96,838,356.**
 - **The accumulated ten-year present value is estimated to be \$701,279,548.**
- **The single-year total value added to Louisiana gross state product from PoolCorp’s Louisiana operations is estimated to be \$203,115,821.**
 - **The accumulated ten-year present value is estimated to be \$1,470,862,701.**
- **The single-year total employment added to the Louisiana economy attributable to PoolCorp’s Louisiana operations is estimated to be 1,342 jobs.**
 - **The additional employment includes 843 jobs from indirect and induced effects.**
- **The Louisiana State sales and personal income taxes attributable to PoolCorp’s Louisiana employees is estimated to be \$4,398,107.**
 - **The accumulated ten-year present value is estimated to be \$31,850,007.**

The Economic Impact on Louisiana of the Louisiana Operations of Pool Corporation and Affiliates

This report estimates the economic impact of the Louisiana operations of Pool Corporation and Affiliates. Pool Corporation and Affiliates engages in the distribution of swimming pool and related backyard products primarily in North America and Europe. Its headquarters are located in Covington, LA. Employment at Pool Corporation is growing. Table 1 describes the change in employment over the past five years.

Table1: Employment at Pool Corporation for 2017 and 2022

Year	Full-Time Employees	Part-Time Employees	Louisiana Payroll
2017	386	27	\$33,059,286
2022	497	5	\$51,416,776

In this report we utilize the following assumptions and sources

- **We estimate the economic impact using the RIMS II multipliers (2012/2021) for Louisiana.²**
- **Payroll is estimated to grow at the rate of inflation expected over the next 10 years, 2.48%. Estimated inflation is obtained from the 10-year average annual percentage change in the Consumer Price Index for Urban Consumers (U.S. Bureau of Labor Statistics).³**
- **The risk-adjusted discount rate of 8.02% was determined by using a Capital-Asset Pricing Model (CAPM) employing a risk-free rate of 2.15% (the average rate of 10-year Treasury Bonds) and a market return of 10.5% (the average rate of return on the Wilshire 5000 index, the broadest stock market index).⁴ The Beta for Pool Corporation is 0.9339.⁵**

Using the foregoing assumptions, we calculate the present value of Pool Corporation and Affiliates' economic impact on household income - shown in Table 2 below.

² U.S. Bureau of Economic Analysis Regional Input Output Multiplier System (www.bea.gov).

³ <https://www.bls.gov/cpi/data.htm>.

⁴ <https://www.investing.com/indices/wilshire-5000-total-market-historical-data>.

⁵ Beta source: <http://www.nasdaq.com/symbol/pool>, <https://www.zacks.com/stock/chart/POOL/fundamentals/beta>.

Table 2: Impact of Pool Corp. on Household Income

	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
Single-Year Impact	\$73,274,047	\$23,564,308	\$96,838,356
10-Year Present Value Of Impact	\$530,632,624	\$170,646,924	\$701,279,548

As mentioned in Table 1, in 2022 Pool Corporation and Affiliates had 497 full-time and 5 part-time employees based in Louisiana. We use a figure of 499.5 full-time-equivalent (FTE) employees. Using this figure as a base with the RIMS II multiplier we estimate a further 368 jobs from indirect effects. Induced employment adds an additional 475 for a total employment impact of 1,342 jobs (Table 3, below).

Table 3: Full-time Equivalent Jobs Created in Louisiana by Pool Corporation.

	Direct + Indirect Employment	Induced Employment	Total Employment (Direct + Indirect + Induced)
Employment Effects	867	475	1,342

The total economic impact to the State (aggregated transactions) of Pool Corporation and Affiliates was calculated with RIMS II data using the following formula:

$$\left(\left(\text{Employ} \times \left(\frac{\text{Col 6}}{\text{Col 3}} \right) \right) * 1,000,000 \right) * \text{Col 1}^6$$

Beginning with employment and using the formula above we estimate the value of aggregated transactions in the State that are attributable to Pool Corporation and Affiliates' Louisiana Operations. The estimates are in Table 4.

Table 4: The Total Economic Impact of Pool Corporation (aggregated transactions)

	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
Single Year Impact	\$229,638,239	\$64,135,128	\$293,773,367
10-Year Present Value Of Impact	\$1,662,983,627	\$464,450,817	\$2,127,434,444

The industry-specific impact on value added to the State is calculated from final demand and is described in Table 5. Since we are assuming a constant real value of payroll, the annual value-added figures are also in constant dollars.

⁶ For Direct + Indirect Effects; Col 6 = 1.7363, Col 3 = 5.0510, Col 1 = 1.3374. For Direct + Indirect + Induced Effects; Col 6 = 2.6876, Col 3 = 7.8183, Col 1 = 1.7109.

Table 5: Value Added by Selected Industry Sector.

	Direct + Indirect	Induced	Total Value Added
Agriculture/Forestry/Fishing	\$161,219	\$261,981	\$423,200
Mining/Extraction Industries	\$483,657	\$705,333	\$1,188,990
Utilities	\$1,592,038	\$1,450,971	\$3,043,009
Construction	\$322,438	\$342,590	\$665,028
Durable Goods Manufacturing	\$523,962	\$302,286	\$826,248
Nondurable Goods Manufacturing	\$1,410,666	\$1,632,343	\$3,043,009
Wholesale Trade	\$125,247,031	\$2,579,504	\$127,826,536
Retail Trade	\$624,724	\$5,179,161	\$5,803,885
Transportation/Warehouse	\$5,259,771	\$1,289,752	\$6,549,523
Information	\$1,793,562	\$1,309,905	\$3,103,466
Finance/Insurance	\$2,680,266	\$2,377,981	\$5,058,247
Real Estate/Rental/Leasing	\$4,231,999	\$6,146,475	\$10,378,475
Professional/Scientific	\$5,562,056	\$1,934,628	\$7,496,685
Management of Companies	\$3,566,971	\$544,114	\$4,111,085
Administrative/Waste Management	\$4,211,847	\$1,209,143	\$5,420,990
Educational Services	\$181,371	\$1,148,686	\$1,330,057
Healthcare/Social Assistance	\$20,152	\$8,423,694	\$8,443,847
Arts/Entertainment/Recreation	\$241,829	\$644,876	\$886,705
Accommodation	\$241,829	\$785,943	\$1,027,771
Food Services/Drinking Places	\$483,657	\$2,095,847	\$2,579,504
Other Services	\$1,511,428	\$2,277,219	\$3,788,647
Households	\$0	\$120,914	\$120,914
Total One-Year Value Added	\$160,352,474	\$42,763,347	\$203,115,821
10-year Present Value	\$1,161,087,226	\$309,775,476	\$1,470,862,701

Pool Corporation and Affiliates' Effect on Statewide Tax Collections

From the economic impact on household income, we compute the one-year and ten-year impact on state sales tax revenue. The current Louisiana state sales tax is 4.45% but even if all income is consumed not all expenditures are subject to tax. Adjusting primarily for housing costs, medical expenses, other insurance expenses, and income tax liability, we expect 48% of household income is subject to sales taxation. The single-year and ten-year present value are in Table 6, below.

Table 6: Present Value of Sales Taxes paid to Louisiana from Pool Corporation and Affiliates' Impact on Household Income.

	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
2023	\$1,565,134	\$503,334	\$2,068,467
2024	\$1,448,933	\$465,964	\$1,914,896
2025	\$1,341,359	\$431,369	\$1,773,728
2026	\$1,241,771	\$399,343	\$1,641,114
2027	\$1,149,578	\$369,694	\$1,519,272
2028	\$1,064,229	\$342,247	\$1,406,476
2029	\$985,217	\$316,837	\$1,302,054
2030	\$912,071	\$293,314	\$1,205,385
2031	\$844,355	\$271,537	\$1,115,893
2032	\$781,667	\$251,378	\$1,033,045
10-year Present Value of Sales Taxes	\$11,334,313	\$3,645,018	\$14,979,331

Another revenue source is the Louisiana Individual Income Tax. We use the average compensation per FTE for Pool Corporation and Affiliates - \$102,936 - for 499.5 workers and mean Louisiana labor income of \$50,940 for indirect and induced jobs.⁷ For income tax estimates, we assume a two-person household filing jointly with no other deductions. The estimates are given in Table 7, below.

Table 7: Present Value of Income Taxes paid to Louisiana from Pool Corporation and Affiliates' Impact on Household Income.

Year	Direct + Indirect Effects	Induced Effects	Total (Direct + Indirect + Induced)
2023	\$1,826,905	\$502,734	\$2,329,639
2024	\$1,691,269	\$465,410	\$2,156,679
2025	\$1,565,703	\$430,856	\$1,996,559
2026	\$1,449,460	\$398,868	\$1,848,327
2027	\$1,341,847	\$369,254	\$1,711,101
2028	\$1,242,223	\$341,840	\$1,584,063
2029	\$1,149,996	\$316,460	\$1,466,456
2030	\$1,064,616	\$292,965	\$1,357,581
2031	\$985,575	\$271,214	\$1,256,789
2032	\$912,403	\$251,078	\$1,163,481
10-year Present Value of Income Taxes	\$13,229,997	\$3,640,679	\$16,870,676

Adding the sales and income taxes discussed in Tables 6 and 7 respectively generates the total state tax impact of Pool Corporation and Affiliates' payroll on Louisiana. Table 8 describes the discounted value of Pool Corporation's employee contribution to state income and sales tax revenue.

⁷ http://www.bls.gov/oes/current/oes_la.htm#00-0000

Table 8: Combined State Sales and Income Tax Revenue (discounted)

Year	Direct	Total
2023	\$2,528,331	\$4,398,107
2024	\$2,340,614	\$4,071,576
2025	\$2,166,834	\$3,769,287
2026	\$2,005,956	\$3,489,442
2027	\$1,857,023	\$3,230,373
2028	\$1,719,147	\$2,990,539
2029	\$1,591,508	\$2,768,510
2030	\$1,473,346	\$2,562,966
2031	\$1,363,956	\$2,372,682
2032	\$1,262,689	\$2,196,526
10-year Present Value	\$18,309,403	\$31,850,007

In Table 9 we project the current, non-discounted, value of personal income and sales taxes. The dollar amounts track the assumption that compensation at Pool Corporation and Affiliates will rise at the forecast rate of inflation, 2.48% per year.⁸ Indirect and induced wages are also projected to rise at 2.48% per year. We note that if Pool Corporation and Affiliates continues to raise compensation in real terms, as it has for at least the last 5 years, then indirect and induced wages and hence tax revenue would rise faster than is indicated in Table 9 since additional indirect and induced employment would occur. These estimates are conservative.

Table 9: Non-Discounted Combined State Sales and Personal Income Tax Revenues

	Direct	Total
2023	\$2,528,331	\$4,398,107
2024	\$2,591,033	\$4,507,180
2025	\$2,655,291	\$4,618,958
2026	\$2,721,142	\$4,733,508
2027	\$2,788,627	\$4,850,899
2028	\$2,857,785	\$4,971,201
2029	\$2,928,658	\$5,094,487
2030	\$3,001,288	\$5,220,830
2031	\$3,075,720	\$5,350,307
2032	\$3,151,998	\$5,482,995
10-year Total	\$28,299,873	\$49,228,472

⁸ Over the past 5 years total labor compensation has increased 9.24%/year.

Pool Corporation and Affiliates also pays substantial property taxes as a by-product of its Louisiana operations.

- **In 2022, Pool Corporation and Affiliates paid \$320,754 in property taxes.**
- **Assuming zero real growth in property taxes over the next 10 years and using the risk-adjusted discount rate mentioned above we compute the 10-year present value of property taxes to be \$2,322,803⁹**

⁹ The tax calculations likely underestimate the total impact on State tax collections since the exercise ignores other state tax revenues generated by Pool Corporation and Affiliates' operations in the state such as Corporate Income Taxes and/or Gasoline Taxes.

POOL CORPORATION AND AFFILIATES

TAX EQUALIZATION RENEWAL

POOL CORPORATION AND AFFILIATES
TAX EQUALIZATION RENEWAL

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INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Directors of
Pool Corporation and Affiliates
Covington, Louisiana

We have examined management of Pool Corporation and Affiliates' assertion that the accompanying Schedule of Louisiana Payroll Expense and Number of Employees (Schedule) prepared in connection with The Economic Impact on Louisiana of the Louisiana Operations of Pool Corporation and Affiliates contained in the Tax Equalization Renewal Application for the Five Year Period ending 2028 is presented in accordance with La. R.S. 47:3204(B) of the Louisiana Legislature. Pool Corporation and Affiliates' management is responsible for its assertion. Our responsibility is to express an opinion on management's assertion based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about management's assertion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, management's assertion that the accompanying Schedule accurately reflects the Louisiana payroll expenses and number of employees and is presented in accordance with La. R.S. 47:3204(B) of the Louisiana Legislature, as referred to above and as described in Note 1, is fairly stated, in all material respects.

This report is intended solely for the information and use of the State of Louisiana and Pool Corporation and Affiliates and is not intended to be and should not be used by anyone other than the specified parties.

Postlethwaite & Netterville

Metairie, Louisiana
June 8, 2023

POOL CORPORATION AND AFFILIATES
SCHEDULE OF LOUISIANA PAYROLL EXPENSES AND NUMBER OF EMPLOYEES
For the year ended December 31, 2022

Wages paid to employees	\$ 51,416,776
Full-time employees	497
Part-time employees	<u>5</u>
Total employees	<u><u>502</u></u>

See accompanying note to the schedule.

**POOL CORPORATION AND AFFILIATES
TAX EQUALIZATION RENEWAL
NOTE TO SCHEDULE OF LOUISIANA PAYROLL EXPENSE
AND NUMBER OF EMPLOYEES**

1. Basis for Calculation

The accompanying Louisiana payroll expenses and number of employees in The Economic Impact on Louisiana of the Louisiana Operations of Pool Corporation and Affiliates contained in the Tax Equalization Renewal Application for the Five Year Period ending 2028 is presented in accordance with La. R.S. 47:3204(B) of the Louisiana Legislature.

Pool Corporation Retention Assessment

POOLCORP, founded in 1993 and located in Covington, Louisiana, is the world's largest wholesale distributor for swimming pool and related outdoor living products. In 2004, POOLCORP acquired Alliance Trading Inc., Superior Commerce LLC, and Cypress Inc. (commonly referred to as the Nevada entities), located in Las Vegas, Nevada. POOLCORP had the option to keep the newly acquired companies in Nevada or transfer them to Louisiana. POOLCORP was also considering relocating SCP Pool and SCP Distributors (Florida entities) to Florida, which would have resulted in the loss of 160 jobs in Covington. However, with the help of Governor Kathleen Blanco and the Board of Commerce and Industry, POOLCORP entered into a Tax Equalization contract. As a result, POOLCORP agreed to relocate the above-mentioned entities to Covington and expand its operations in Louisiana.

POOLCORP has grown to over 350 sales center locations in North America, Europe, South America, and Australia. It has continued to expand and acquire additional companies to include other backyard leisure tools, irrigation, and landscape products. Their three primary distribution networks consist of SCP Distributors, LLC; Superior Pool Products, LLC; and Horizon Distributors, Inc. The company has remained in Covington, La. and grown its corporate headquarters staff from 160 to 304 full-time employees with a payroll of \$23,455,024.

During the 2007 Regular Legislative Session, Act 389 amended the Tax Equalization program to allow for additional renewals beyond the first renewal if the RIMS II calculation shows that the economic impact to Louisiana is at least 20 times greater than the Tax Equalization.

The Tax Equalization rules state:

“Subsequent renewals for additional periods of five years or less may be granted to a contract holder whose contract has not expired as of the date of application for renewal if the applicant can demonstrate the conditions of the initial contract were met and the activities of the applicant in the state of Louisiana generate economic benefits to the state that exceed 20 times the benefit to the applicant of the incentive provided by this Chapter for the year preceding the request for renewal...

...the Board of Commerce and Industry shall forward its recommendations, together with the proposed contract and all supporting documents, to the Department of Economic Development and the Joint Legislative Committee on the Budget. Upon receipt of the recommendations and proposed contract, the Joint Legislative Committee on the budget shall have 30 days to approve or reject the renewal contract.”

An economic analysis prepared by Paul S. Nelson, Ph.D., Professor of Economics and Robert C. Eisenstadt, Emeritus Professor of Economics of the University of Louisiana at Monroe states that the single- year economic impact to Louisiana from Pool is \$293,800,000 per year. The total amount of the TE benefit that POOLCORP and its affiliates received in 2022 was \$2,078,398. Therefore, POOLCORP meets the 20 times threshold requirement.

Site decision factors such as transportation, energy and infrastructure are not critical factors for POOLCORP's headquarters location. Factors contributing to the retention of POOLCORP's headquarters in Louisiana are primarily related to the comparative tax liabilities between Louisiana versus Florida or Nevada.

Currently, POOLCORP is one of only four Fortune 1000 companies (Entergy, Lumen Technologies, LHC Group and Pool Corporation) based in Louisiana.

A cost/benefit analysis shown in the table below projects state revenues will exceed state incentives (Tax Equalization credits) during the combined years 2024 through 2028.

POOLCORP has indicated that if the Tax Equalization renewal is not provided, the company will strongly consider relocating the corporate headquarters to another state.

Estimated State Tax Revenue and Tax Equalization Credit

Tax Revenues and Tax Equalization Credit Forecast (2024-2028)	2024	2025	2026	2027	2028	5 year Total
State Tax Revenue Generated by POOLCORP (Source: POOLCORP Pro Forma Statement)	3,969,938	4,194,474	4,570,074	4,980,169	5,515,866	23,230,521
State & Local Tax Revenue Generated by POOLCORP Employees (Table 9 ULM Report)	4,507,180	4,618,958	4,733,508	4,850,899	4,971,201	23,681,746
Total State Tax Revenue Generated by POOLCORP	8,477,118	8,813,432	9,303,582	9,831,068	10,487,067	46,912,267
Tax Equalization Credit Forecast (Source: POOLCORP Application)	2,529,095	2,710,413	2,873,600	3,049,776	3,215,650	14,378,534
Revenue in Excess of Cost	5,948,023	6,103,019	6,429,982	6,781,292	7,271,417	32,533,733

In addition to state corporate tax payments, the company projects that it will make the following local property tax payments in St. Tammany Parish over the 2024-2028 time period:

Estimated Local Tax Revenue (POOLCORP Headquarters)

	2024	2025	2026	2027	2028
Property Tax Payments	79,793	83,782	87,972	92,370	96,989
Local Sales Tax Payments	1,120,854	1,176,897	1,235,742	1,297,529	1,362,405
Source: POOLCORP Pro Forma Statements					

Agenda Item #11

Review and approval of
Water Sector Commission
recommendations

LEGISLATURE OF LOUISIANA

Jerome "Zee" Zeringue
Co-Chairman



Mike Reese
Co-Chairman

Water Sector Commission

P.O. Box 44486 Baton Rouge, LA 70804-4486
Office: (225) 342-1964
Fax: (225) 387-8912

November 8, 2023

The Honorable Jerome "Zee" Zeringue, Chairman
Joint Legislative Committee on the Budget
P.O. Box 44294, Capital Station
Baton Rouge, Louisiana 70804

Chairman Zeringue,

Pursuant to R.S. 39:100.56, the Water Sector Commission is authorized to approve adjustments to grant awards due to increases in project costs, not to exceed 5% of the total grant award for a project. Any project cost increase exceeding 5% of the project's total grant award requires the approval of the Joint Legislative Committee on the Budget. The Water Sector Commission met on November 8, 2023, and voted to recommend approval for the following request:

Natchez - Round 1 - LAWSP10109 - Sewer

Additional grant amount of \$646,316. The original grant award was \$900,000. The additional grant award requested is \$434,850 in Water Sector Program funds and \$211,466 in engineering sub funds. This is an increase amount 71.81% to contract amount. The revised grant amount is \$1,546,316. Scope change from rehabilitation of existing plant to construction of new plant approved at October, 2022 Water Sector Commission meeting.

The Water Sector Commission requests your approval of these recommendations. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Reese", is written over a horizontal line.

Senator Mike Reese, Co-Chairman

MR/scs

Agenda Item #12

Review of a contract extension between the Governor's Office of Homeland Security and Emergency Preparedness and Deloitte & Touche, LLP

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department /Agency Name	Amendment Number
Governor's Office of Homeland Security and Emergency Preparedness	2

AND

Contractor's Name:
Deloitte & Touche, LLP

Contractor's address, zip code, telephone number and vendor number
1111 Bagby Street, Suite 4500, Houston, TX 77002, 713-982-2949 Vendor Number: 310106057

Contract Number 4400021038	Effective date: 11/30/2023
-------------------------------	-------------------------------


Previous contract amount: \$9,000,000.00	Revised contract amount: \$15,000,000.00
---------------------------------------------	---------------------------------------------

Change Contract From:
Contract End Date of 11/29/2023

Change Contract To:
Contract End Date of 11/29/2025

Justification for amendment
Extend contract term and contract value for an additional 2 years to continue services to GOHSEP as described in the Scope of Work.

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

CONTRACTOR'S SIGNATURE


DATE
11/15/2023

Contractor's Name (Print)
Ragini Roy Basu

Contractor's Title (Print)
Principal, Deloitte & Touche LLP

STATE OF LOUISIANA (Department /Agency) SIGNATURE


DATE
11/16/2023

Agency's Name (Print)
Christina Dayries

Agency's Title (Print)
Deputy Director, Chief of Staff

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department /Agency Name	Amendment Number
Governor's Office of Homeland Security and Emergency Preparedness	1

AND

Contractor's Name:
Deloitte & Touche LLP

Contractor's address, zip code, telephone number and vendor number
1111 Bagby Street, Site 4500, Houston, TX 77002

Contract Number 4400021038	Effective date: 11/09/2021
-------------------------------	-------------------------------


Previous contract amount: \$3,000,000.00	Revised contract amount: \$9,000,000.00
---------------------------------------------	--------------------------------------------

Change Contract From:
Term of Contract:
This contract shall begin on November 30, 2020 and shall end of November 29, 2021.

Change Contract To:
Term of Contract:
This contract shall begin on November 30, 2020 and shall end of November 29, 2023.

Justification for amendment
Extend contract term and contract value for an additional 2 years to continue services to GOHSEP as described in the Scope of Work.


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

CONTRACTOR'S SIGNATURE


DATE
11/11/2021

Contractor's Name (Print)
Ragini Roy Basu

Contractor's Title (Print)
Principal, Deloitte & Touche, LLP

STATE OF LOUISIANA (Department /Agency) SIGNATURE


DATE
11/12/2021

Agency's Name (Print)
Christina Dayries

Agency's Title (Print)
Asst. Deputy Director

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”)

AND

CONTRACTOR NAME

Deloitte & Touche LLP (“Deloitte/Contractor”)

CONTRACT NUMBER (ISIS/LAGOV)

Purchase Order Number: 4400021038

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES
PERSONAL SERVICES AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

CONTRACTOR (Legal Name if Corporation)

Deloitte & Touche LLP

FEDERAL EMPLOYER TAX ID NUMBER

133891517

STATE LDR ACCOUNT #

9770769001

STREET ADDRESS

1111 Bagby Street, Suite 4500

TELEPHONE NUMBER

713.982.2949

CITY Houston

STATE Texas

ZIP CODE 77002

1.0 Terms of Contract

This Contract shall begin on November 30, 2020 and shall end on November 29, 2021. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

2.0 Compensation and Maximum Amount of Contract

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of three million dollars and no cents (\$3,000,000.00) per annum. Payments are predicated upon successful completion of the services described in Description of Services and acceptance of deliverables; receipt of an invoice; and written approval of the GOHSEP Contract Monitor.

3.0 Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless approved by GOHSEP and allowed by law.

4.0 Description of Services to be Provided

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

Contractor will provide direction and oversight of all staff and subcontractors to assure a reasonable degree of individual performance and compliance with all state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

- 4.1. Identify damages, develop preliminary estimates and provide support documentation for subrecipient's PA claim.
- 4.2. Conduct site inspections, as needed, to develop damage assessments or at the request of State or Federal partners.
- 4.3. Determine logical grouping of damage sites.
- 4.4. Develop detailed site-specific damage description.
- 4.5. Identify and develop proposals for funding options that are feasible and economically viable (406, 428, alternate or improved projects).
- 4.6. Develop, compile review and provide support documentation for subrecipient claim in accordance with FEMA law, regulation, and policy.
- 4.7. Review project worksheets to determine changes, disallowances from original claim not previously addressed or agreed to prior to obligation.
- 4.8. Review scope to submit reimbursement claims and need for additional amendments to the claim.
- 4.9. Monitor project completion status and submit accurate quarterly reports and time extension requests, as needed.
- 4.10. Prepare, on behalf of the subrecipient, complete packages to request reimbursement for FEMA eligible costs in accordance with GOHSEP reimbursement policies.
- 4.11. Reconcile all project costs and supporting documentation and submit final closeout claim within 180 days of project period of performance.
- 4.12. Make programmatic requests on behalf of the subrecipient to ensure proper approvals and compliance with all PA requirements.
- 4.13. Provide administrative support to subrecipient, as needed, for tracking, copying and filing/making electronic files for projects.
- 4.14. Attend meetings at the direction of the subrecipient to represent subrecipient interests/claims.
- 4.15. Document procurement process and assist with supporting cost reasonableness, as needed.

Contractor will proceed with above tasks and services only upon written Task Order issued by GOHSEP (also referred to as a "Notice to Proceed" or "NtP"), with all services necessary for the performance, in proper sequence and in the time specified, of the statement of work for the project.

Contractor is required to frequently travel to GOHSEP's subrecipients on site location. Subrecipient locations are located within the State of Louisiana, and the Contractor may be required to visit locations as identified in Appendix A: Scope of Work/Services (SOW), Parish Assignments.

Contractor will maintain a presence as needed to fulfill responsibilities and meet subrecipient needs within the assigned locations. It is expected that a physical location will be required however the location and timeframe will be mutually agreed to. The Contractor Project Manager

and the GOHSEP Contract Monitor will coordinate following the project kickoff and outreach efforts and quarterly thereafter to determine mutually agreeable expectations for maintaining a physical office presence in support of assigned subrecipients

A full description of the Scope of Work/Services is contained in the following documents, which are made a part of this Contract:

- Appendix A: Scope of Work/Services
 - Parish Assignments
 - Contractor Personnel and Other Resources
 - State Furnished Resources

5.0 Deliverables

The Contractor shall provide the following deliverables to GOHSEP:

5.1. Monthly Reports

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any other criteria deemed necessary by GOHSEP management to monitor and measure performance under this Contract. Monthly reports are due by the 15th of the following month.

5.2. Task Order Deliverables

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

6.0 Terms of Payment

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

The maximum amount of the Contract is three million dollars and no cents (\$3,000,000.00) per annum. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 4.0 Description of Services to be Provided and 5.0 Deliverables. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid Contract.

If payment is not received within the time specified in the Contract, late payments shall be governed by La. R.S. 39:1695.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

Contractor will not be paid more than the Contract amount in consideration of the services described in the Statement of Work, Scope of Work/Services (SOW), Attachment I. This

amount is inclusive of all cost for consulting services. No travel cost will be reimbursed separately.

Contractor's hourly rates shall be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources.

No Contractor charges above the contracted hourly rate(s) will be accepted.

Contractor will be compensated based on the number of staff hours worked at the contracted hourly rate for each position classification in accordance with the Rate Schedule listed below, (the number of staff required to perform services must be approved in advance by the State's project manager).

RATE SCHEDULE

Project Manager	\$170.00
Senior Advisor for Public Assistance	\$135.00
Public Assistance Technical Assistance Liaison	\$145.00
Grant Management Specialist	\$110.00
Accounting Analyst	\$100.00
Administrative Assistant	\$65.00

7.0 Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

8.0 Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and

thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

9.0 Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10.0 Remedies for Default

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

11.0 Governing Law

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

12.0 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

13.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. Except for Contractor Materials, all material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein, and prepared for delivery to the State ("Deliverables"), shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. Contractor Materials shall mean works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the services hereunder, or created by the Contractor or its subcontractors as a tool for their use in performing the services, plus any modifications or enhancements thereto and derivative works based thereon.

14.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

15.0 Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will

continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

16.0 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated Contract or subcontract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

17.0 Fiscal Funding

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

18.0 Non-Discrimination

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin,

veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.0 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

20.0 Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

21.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

22.0 Schedule of Required Insurance

This Section shall replace Section 2.25 of the Emergency Solicitation for Offers ("ESO") Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers' Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

4. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the wrongful professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 each claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

- a. GOHSEP, its officers, agents, employees and volunteers shall be included as an additional insured as regards negligence by Contractor. ISO Forms CG 20 10 (for ongoing work) and CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to GOHSEP.
- b. Contractor's insurance shall be primary as respects GOHSEP, its officers, agents, employees, and volunteers for covered losses that occur under the Contract with respect to such parties' additional insured status. Any insurance or self-insurance maintained by GOHSEP shall be excess and non-contributory of Contractor's insurance.

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require thirty (30) days written notice of cancellation to GOHSEP unless replacement coverage meeting the terms and conditions hereunder are obtained without lapse. Ten (10) days written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy. In addition, Contractor is required to notify GOHSEP of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of GOHSEP to require proof of compliance, or GOHSEP's acceptance of a non-compliant certificate of insurance shall not release Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against GOHSEP for payment of premiums or for assessments under any form of the policies.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to GOHSEP, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized

to do business in the jurisdiction in which the work is performed. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

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

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish GOHSEP with industry standard Acord Certificates of Insurance reflecting proof of required coverage. The Certificate of Insurance for each policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by GOHSEP before work commences and upon any Contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd. Baton Rouge, LA 70806
Project or Contract #: Program Management for Public Assistance for Subrecipients

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT AND LIMITATION ON DAMAGES

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of third party claims of personal injury or death to any person or the damage, loss or destruction of any property caused by Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits, or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action as set forth in this Section, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.
3. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order 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 back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

Administrative Actions and Liquidated Damages

22.1 GOHSEP Administrative Actions:

- 22.1.1 GOHSEP shall notify the Contractor through a written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements of the Contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:
 - 22.1.1.1 A warning through written notice or consultation;
 - 22.1.1.2 Education requirement regarding program policies and procedures;
 - 22.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
 - 22.1.1.4 Submission of a corrective action plan.

22.2 Liquidated Damages:

22.2.1 In the event the Contractor fails to achieve the performance requirement and/or other deliverables specified in the terms and conditions of the Contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce GOHSEP's payments to the Contractor. If the liquidated damages exceed amounts due from GOHSEP, the Contractor will be required to make cash payments for the amount in excess. GOHSEP may also delay the assessment of liquidated damages if it is in the best interest of GOHSEP to do so. GOHSEP may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency as required in the table below, GOHSEP may reassert the assessment of liquidated damages, even following Contract termination.

22.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:

22.2.2.1 The duration of the violation;

22.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;

22.2.2.3 The Contractor's history of compliance;

22.2.2.4 The severity of the violation.

22.2.2.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.

22.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay GOHSEP the specified amounts listed below as agreed upon liquidated damages.

PERFORMANCE REQUIREMENT	LIQUIDATED DAMAGES
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this SFO, the Contract, or upon direction of GOHSEP.	A one thousand dollar (\$1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.
Contractor shall request approval from GOHSEP to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by GOHSEP, or failure to fill key staff positions.

22.3 Payment of Liquidated Damages:

22.3.1 Any liquidated damages assessed by GOHSEP that cannot be collected through withholding from future monthly invoice payments shall be due and payable to GOHSEP within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by GOHSEP will be returned to the Contractor.

- 22.3.2 If liquidated damages are insufficient, GOHSEP has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes GOHSEP to the likelihood of contracting with another person or entity to perform services required of the Contractor under this Contract, upon notice setting forth the services, GOHSEP may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. GOHSEP shall account to the Contractor and return any excess to the Contractor.
- 22.3.3 GOHSEP has the right to recover any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.
- 22.3.4 The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.
- 22.3.5 Total liquidated damages hereunder shall not exceed \$150,000.

23.0 Contract Approval

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S.39:1595.1.

25.0 Acceptance of Deliverables

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Scope of Work/ Services (SOW) and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Manager that a Deliverable is completed, and available for review and acceptance. Upon Contractor's written notification, the State Project Manager shall review the Deliverable within 10 business days. Within this period, the State Project Manager shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.
- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the 10 business days, the State Project Manager notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the State Project Manager when the Contractor resubmits a Deliverable for acceptance. The State Project Manager shall review the resubmitted Deliverable within 5 business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Manager notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

24.0 DHS Seal, Logo, and Flags

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

25.0 Fraud and False or Fraudulent Related Acts

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractor's actions pertaining to this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

Toni R. Rochelle
Print Name: Toni R. Rochelle

Kiera Kelly
Print Name: Kiera Kelly

WITNESSES SIGNATURES:

Frederica Toussant
Print Name: Frederica Toussant

Toni R. Rochelle
Print Name: Toni R. Rochelle

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS:

By: [Signature]
Signature

JAMES B. WASKOM
Print Name

DIRECTOR
Title

DELOITTE & TOUCHE LLP:

By: Ragini Roy Basu
Signature

Ragini Roy Basu
Print Name

Principal, Deloitte & Touche, LLP
Title

Deloitte & Touche LLP: 13-3891517
Tax ID#

504 609 9366
Telephone Number

APPENDIX A: SCOPE OF WORK/SERVICES

1.0 Scope of Work

FEMA provides contributions for management costs that a recipient or subrecipient incurs in administering and managing PA awards. The Contractor shall provide this assistance at the subrecipient level by understanding the recovery capabilities and priorities of the subrecipient and assisting them with all administrative tasks both direct and indirect associated with executing all phases of the Public Assistance grant program. This includes ensuring through successful implementation of the subrecipient's recovery initiatives that they facilitate obligation of FEMA Public Assistance grant funding, reimbursement and timely grant closeout.

Work location will be determined by the subrecipient needs, but Contractor may be required to attend meetings and travel within the State of Louisiana as needed to execute the scope of work.

2.0 Task and Services

Provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of Contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

2.1 Assigned Contractor Personnel:

The Project Manager for the Contractor Ragini Roy Basu, Lead Engagement Principal is hereby appointed as the Contractor's PM for this Contract.

Responsibilities of Contractor Project Manager:

- Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the Contract's scope of work/services.
- Executes all task orders signed by the State PM or other individual authorized in writing by the Director of GOHSEP.
- Ensure that the following deliverables are produced:
 - Monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individuals performing the work as applicable.
 - Monthly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week.
 - All monthly reports will be due on the 15th day, if on a weekend, then the next open business day.

3.0 Deliverables

Contractor agrees to provide the following deliverables within the time frames specified herein: The Contractor shall provide the following deliverables to GOHSEP:

3.1 Monthly Reports

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any

other criteria deemed necessary by GOHSEP management to monitor and measure performance under this Contract.

3.2 Task Order Deliverables

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

4.0 Monitoring Plan:

The GOHSEP Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The GOHSEP Assistant Deputy Director of Public Assistance will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

The monitoring plan is the following:

4.1 GOHSEP Contract Monitor:

The GOHSEP Assistant Deputy Director of Public Assistance is appointed as the GOHSEP Contract Monitor (CM) for this Contract. GOHSEP reserves the right to replace the CM at its discretion. The Contractor shall continue to be responsible for the management, supervision and performance of Contractor personnel.

4.2 GOHSEP Project Manager:

The Project Manager (PM) for GOHSEP shall assigned in each Task Order issued. GOHSEP reserves the right to replace the PM at its discretion.

4.3 Responsibilities of GOHSEP Personnel:

4.3.1 Responsibilities of Contract Monitor

4.3.1.1 Monitors performance of the Contract.

4.3.1.2 Provides guidance and assistance to the Project Manager.

4.4 Responsibilities of Project Manager

4.4.1 Prepares and delivers appropriate task orders directed to the Contractor.

4.4.2 Provides oversight and direction on the day-to-day activities of Contractor personnel.

4.4.3 Serves as GOHSEP's principal point of contact for Contractor project manager.

4.4.4 Regularly monitors the staffing levels of the Contractor and maintains/adjusts those staffing levels in accordance with the needs of GOHSEP.

4.4.5 Coordinates with subrecipients and measure the effectiveness of Contractor personnel assigned to subrecipients.

5.0 Contractor Personnel and Other Resources

5.1 Contractor Resources

Contractor agrees to provide the following Contract related resources:

5.1.1 Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

5.1.2 Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed below under Contractor Personnel.

5.1.3 Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

5.1.4 Other Resources. No other resources shall be provided by Contractor.

6.0 Contractor Personnel

The following individuals identified in Attachment I, Contractor Personnel are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth in the attachment.

7.0 State Furnished Resources

The State shall make available to the Contractor for use in fulfillment of this Contract those resources described below.

The State will provide office space as needed in the Louisiana Integrated Recovery Office, and state computers as needed for Contractor to conduct tasks as assigned.

State shall appoint a Contact Monitor for this Contract identified in Appendix A, Section 4.1 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

8.0 Parish Assignments

The Contractor will provide services as described in this Contract for subrecipients within the geographical regions as assigned by the State through a task order.

9.0 Notices:

Notices or communication required to be sent or which may be sent by either party to the other will be sent as follows, unless a specific section requires or states otherwise:

- 9.1 If to Insert Contractor's Name:
Ragini Roy Basu
Prinicpal, Deloitte & Touche LLP

Lead Engagement Principal
701 Poydras Street, Suite 4200
New Orleans, LA
504.581.2727
rrbasu@deloitte.com

- 9.2 If to GOHSEP:
James B. Waskom
Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806

ATTACHMENT I: KEY AND OTHER CONTRACTOR PERSONNEL

List all Key Staff and other Contractor personnel, including subcontractors, who shall be assigned to the project. Key Staff and Other Contractor personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

Name (First and Last)	Company Responsibilities	Key Staff (Yes or No)	Level of Effort	Classification Rate	Expected Duration
Ragini Basu	Project Manager	Yes	20%	Project Manager	Full Project
Linus Akanoh	Project Manager	Yes	50%	Project Manager	Full Project
James Clark	GOHSEP Integrated PMO center of excellence	Yes	10%	Project Manager	As needed
Shahbaz Niazi	GOHSEP Integrated PMO center of excellence	Yes	10%	Project Manager	As needed
Jordy Scholhammer	GOHSEP Integrated PMO center of excellence	Yes	10%	Project Manager	As needed
Chris Frascogna	PA Tech Assistance Liason	No	100%	PA Tech Liason	Full Project
Charles Axton	PA Tech Liason	No	100%	PA Tech Liason	Full Project

Agenda Item #13

Review of a contract extension between the Governor's Office of Homeland Security and Emergency Preparedness and The Sulzer Group

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department /Agency Name	Amendment Number
Governor's Office of Homeland Security and Emergency Preparedness	2

AND

Contractor's Name:
The Sulzer Group

Contractor's address, zip code, telephone number and vendor number
4641 Fairfield St, Metairie LA, 70006, 504-299-3380 Vendor Number: 310047448

Contract Number 4400021742	Effective date: 11/09/2023
-------------------------------	-------------------------------

Previous contract amount: \$9,000,000.00	Revised contract amount: \$15,000,000.00
---------------------------------------------	---------------------------------------------

Change Contract From:
Contract End Date of 11/08/2023

Change Contract To:
Contract End Date of 11/08/2025

Justification for amendment
Extend contract term and contract value for an additional 2 years to continue services to GOHSEP as described in the Scope of Work.

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

CONTRACTOR'S SIGNATURE
Deborah Sulzer

DATE
11-15-2023

Contractor's Name (Print)
Deborah Sulzer

Contractor's Title (Print)
CEO

STATE OF LOUISIANA (Department /Agency) SIGNATURE
CD

DATE
11/15/2023

Agency's Name (Print)
Christina Dayries

Agency's Title (Print)
Deputy Director, Chief of Staff

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department /Agency Name	Amendment Number
Governor's Office of Homeland Security and Emergency Preparedness	1

AND

Contractor's Name:

The Sulzer Group

Contractor's address, zip code, telephone number and vendor number

650 Poydras Street, Suite 2828, New Orleans, LA 70130

Contract Number	Effective date:
4400021742	11/09/2021

Previous contract amount:	Revised contract amount:
\$3,000,000.00	\$9,000,000.00

Change Contract From:

Term of Contract: This contract shall begin on November 9, 2020 and shall end of November 8, 2021.

Change Contract To:

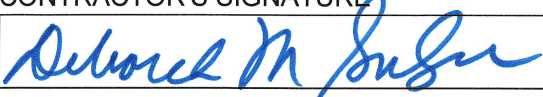
Term of Contract: This contract shall begin on November 9, 2020 and shall end of November 8, 2023.

Justification for amendment

Extend contract term and contract value for an additional 2 years to continue services to GOHSEP as described in the Scope of Work.

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

CONTRACTOR'S SIGNATURE



DATE

--


Contractor's Name (Print)

DEBORAH M SULZER

Contractor's Title (Print)

CEO

STATE OF LOUISIANA (Department /Agency) SIGNATURE



DATE

11/12/2021

Agency's Name (Print)

Christina Dayries

Agency's Title (Print)

Asst. Deputy Director

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”)

AND

CONTRACTOR NAME

The Sulzer Group (Sulzer/Contractor)

CONTRACT NUMBER (ISIS/LAGOV)

Purchase Order Number: 4400021141

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES
PERSONAL SERVICES AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

CONTRACTOR (Legal Name if Corporation)

The Sulzer Group

FEDERAL EMPLOYER TAX ID NUMBER

26-0673330

STATE LDR ACCOUNT #

-

STREET ADDRESS

650 Poydras Street, Suite 2828

TELEPHONE NUMBER

504.299.3380

CITY New Orleans

STATE Louisiana

ZIP CODE 70130

1.0 Terms of Contract

This Contract shall begin on November 9, 2020 and shall end on November 8, 2021. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

2.0 Compensation and Maximum Amount of Contract

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of three million dollars and no cents (\$3,000,000.00) per annum. Payments are predicated upon successful completion of the services described in Description of Services and acceptance of deliverables; receipt of an invoice; and written approval of the GOHSEP Contract Monitor.

3.0 Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless approved by GOHSEP and allowed by law.

4.0 Description of Services to be Provided

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

Contractor will provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

- 4.1. Identify damages, develop preliminary estimates and provide support documentation for subrecipient's PA claim.
- 4.2. Conduct site inspections, as needed, to develop damage assessments or at the request of State or Federal partners.
- 4.3. Determine logical grouping of damage sites.
- 4.4. Develop detailed site-specific damage description.
- 4.5. Identify and develop proposals for funding options that are feasible and economically viable (406, 428, alternate or improved projects).
- 4.6. Develop, compile review and provide support documentation for subrecipient claim in accordance with FEMA law, regulation, and policy.
- 4.7. Review project worksheets to determine changes, disallowances from original claim not previously addressed or agreed to prior to obligation.
- 4.8. Review scope to submit reimbursement claims and need for additional amendments to the claim.
- 4.9. Monitor project completion status and submit accurate quarterly reports and time extension requests, as needed.
- 4.10. Prepare, on behalf of the subrecipient, complete packages to request reimbursement for FEMA eligible costs in accordance with GOHSEP reimbursement policies.
- 4.11. Reconcile all project costs and supporting documentation and submit final closeout claim within 180 days of project period of performance.
- 4.12. Make programmatic requests on behalf of the subrecipient to ensure proper approvals and compliance with all PA requirements.
- 4.13. Provide administrative support to subrecipient, as needed, for tracking, copying and filing/making electronic files for projects.
- 4.14. Attend meetings at the direction of the subrecipient to represent subrecipient interests/claims.
- 4.15. Document procurement process and assist with supporting cost reasonableness, as needed.

Contractor will proceed with above tasks and services only upon written Task Order issued by GOHSEP (also referred to as a "Notice to Proceed" or "NtP"), with all services necessary for the performance, in proper sequence and in the time specified, of the statement of work for the project.

Contractor is required to frequently travel to GOHSEP's subrecipients on site location. Subrecipient locations are located within the State of Louisiana, and the Contractor may be required to visit locations as identified in Appendix A: Scope of Work/Services (SOW), Parish Assignments.

Contractor is required to establish an office within 75 miles of the assigned locations.

A full description of the Scope of Work/Services is contained in the following documents, which are made a part of this Contract:

- Appendix A: Scope of Work/Services
 - Parish Assignments
 - Contractor Personnel and Other Resources
 - State Furnished Resources

5.0 Deliverables

The Contractor shall provide the following deliverables to GOHSEP:

5.1. Monthly Reports

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any other criteria deemed necessary by GOHSEP management to monitor and measure performance under this Contract. Monthly reports are due by the 15th of the following month.

5.2. Task Order Deliverables

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

6.0 Terms of Payment

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

The maximum amount of the Contract is three million dollars and no cents (\$3,000,000.00) per annum. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 4.0 Description of Services to be Provided and 5.0 Deliverables. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid Contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

Contractor will not be paid more than the Contract amount in consideration of the services described in the Statement of Work, Scope of Work/Services (SOW), Attachment I. This amount is inclusive of all cost for consulting services. No travel cost will be reimbursed separately.

Contractor's hourly rates shall be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources.

No Contractor charges above the contracted hourly rate(s) will be accepted.

Contractor will be compensated based on the number of staff hours worked at the contracted hourly rate for each position classification in accordance with the Rate Schedule listed below, (the number of staff required to perform services must be approved in advance by the State's project manager).

RATE SCHEDULE

Project Manager	\$170.00
Senior Advisor for Public Assistance	\$135.00
Public Assistance Technical Assistance Liaison	\$145.00
Grant Management Specialist	\$110.00
Accounting Analyst	\$100.00
Administrative Assistant	\$65.00

7.0 Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

8.0 Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

9.0 Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10.0 Remedies for Default

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

11.0 Governing Law

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

12.0 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

13.0 Record Ownership

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

14.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

15.0 Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

16.0 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated Contract or subcontractor to the extent that such books

and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

17.0 Fiscal Funding

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

18.0 Non-Discrimination

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

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

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment

without regard to race, color, religion, sex, or national origin. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.0 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

20.0 Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

21.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

22.0 SCHEDULE OF REQUIRED INSURANCE

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers' Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

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

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

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require thirty (30) days written notice of cancellation to GOHSEP. Ten (10) days written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy. In addition, Contractor is required to notify GOHSEP of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of GOHSEP to require proof of compliance, or GOHSEP's acceptance of a non-compliant certificate of insurance shall not release Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against GOHSEP for payment of premiums or for assessments under any form of the policies.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to GOHSEP, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the work is performed. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Governor's Office of Homeland Security and Emergency Preparedness
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates of Insurance, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. GOHSEP reserves the right to

request complete certified copies of all required insurance policies at any time.

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits, or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.

23.0 Administrative Actions and Liquidated Damages

23.1 GOHSEP Administrative Actions:

- 23.1.1 GOHSEP shall notify the Contractor through a written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements of the Contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:
 - 23.1.1.1 A warning through written notice or consultation;
 - 23.1.1.2 Education requirement regarding program policies and procedures;
 - 23.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
 - 23.1.1.4 Submission of a corrective action plan.

23.2 Liquidated Damages:

- 23.2.1 In the event the Contractor fails to achieve the performance requirement and/or other deliverables specified in the terms and conditions of the Contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce GOHSEP's payments to the Contractor. If the liquidated damages exceed amounts due from GOHSEP, the Contractor will be required to make cash payments for the amount in excess. GOHSEP may also delay the assessment of liquidated damages if it is in the best interest of GOHSEP to do so. GOHSEP may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of GOHSEP, GOHSEP may reassert the assessment of liquidated damages, even following Contract termination.
- 23.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - 23.2.2.1 The duration of the violation;
 - 23.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;
 - 23.2.2.3 The Contractor's history of compliance;
 - 23.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid beneficiary; and
 - 23.2.2.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.
- 23.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay GOHSEP the specified amounts listed below as agreed upon liquidated damages.

PERFORMANCE REQUIREMENT	LIQUIDATED DAMAGES
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this SFO, the Contract, or upon direction of GOHSEP.	A one thousand dollar (\$1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.

<p>Contractor shall request approval from GOHSEP to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.</p>	<p>A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by GOHSEP, or failure to fill key staff positions.</p>
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23.3 Payment of Liquidated Damages:

- 23.3.1 Any liquidated damages assessed by GOHSEP that cannot be collected through withholding from future monthly invoice payments shall be due and payable to GOHSEP within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by GOHSEP will be returned to the Contractor.
- 23.3.2 If liquidated damages are insufficient, GOHSEP has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes GOHSEP to the likelihood of contracting with another person or entity to perform services required of the Contractor under this Contract, upon notice setting forth the services, GOHSEP may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. GOHSEP shall account to the Contractor and return any excess to the Contractor.
- 23.3.3 GOHSEP has the right to recover any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.
- 23.3.4 The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.
- 23.3.5 Total liquidated damages hereunder shall not exceed \$150,000.

24.0 Contractor's Certification of No Federal or State Suspension or Debarment

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25.0 Federal Funds

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

26.0 Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

27.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

28.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

29.0 Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

30.0 Byrd Anti-Lobbying Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31.0 Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

32.0 Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

33.0 No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

34.0 DHS Seal, Logo, and Flags

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

35.0 Fraud and False or Fraudulent Related Acts

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractor's actions pertaining to this contract.

36.0 Contract Approval

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

Toni R. Rochelle

Print Name: Toni R. Rochelle

Kiera Kelly

Print Name: Kiera Kelly

WITNESSES SIGNATURES:

Olivia Primeaux

Print Name: Olivia Primeaux

Hency Primeaux

Print Name: Hency Primeaux

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS:

By: [Signature]
Signature

Christina Dayreis
Print Name

Asst. Deputy Director
Title

CONTRACTOR: SULZER GROUP, LLC

By: [Signature]
Signature

DEBORAH M. SULZER
Print Name

CEO/MEMBER
Title

26-0673330
Tax ID#

504-299-3380
Telephone Number

APPENDIX A: SCOPE OF WORK/SERVICES

1.0 Scope of Work

FEMA provides contributions for management costs that a recipient or subrecipient incurs in administering and managing PA awards. The Contractor shall provide this assistance at the subrecipient level by understanding the recovery capabilities and priorities of the subrecipient and assisting them with all administrative tasks both direct and indirect associated with executing all phases of the Public Assistance grant program. This includes ensuring through successful implementation of the subrecipient's recovery initiatives that they facilitate obligation of FEMA Public Assistance grant funding, reimbursement and timely grant closeout.

Work location will be determined by the subrecipient needs, but Contractor may be required to attend meetings and travel within the State of Louisiana as needed to execute the scope of work.

2.0 Task and Services

Provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of Contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

2.1 Assigned Contractor Personnel:

The Project Manager for the Contractor Deborah Sulzer, Chief Executive Officer is hereby appointed as the Contractor's PM for this Contract.

Responsibilities of Contractor Project Manager:

- Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the Contract's scope of work/services.
- Executes all task orders signed by the State PM or other individual authorized in writing by the Director of GOHSEP.
- Ensure that the following deliverables are produced:
 - Monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individuals performing the work as applicable.
 - Monthly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week.
 - All monthly reports will be due on the 15th day, if on a weekend, then the next open business day.

3.0 Deliverables

Contractor agrees to provide the following deliverables within the time frames specified herein: The Contractor shall provide the following deliverables to GOHSEP:

3.1 Monthly Reports

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any

other criteria deemed necessary by GOHSEP management to monitor and measure performance under this Contract.

3.2 Task Order Deliverables

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

4.0 Monitoring Plan:

The GOHSEP Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The GOHSEP Assistant Deputy Director of Public Assistance will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

The monitoring plan is the following:

4.1 GOHSEP Contract Monitor:

The GOHSEP Assistant Deputy Director of Public Assistance is appointed as the GOHSEP Contract Monitor (CM) for this Contract. GOHSEP reserves the right to replace the CM at its discretion. The Contractor shall continue to be responsible for the management, supervision and performance of Contractor personnel.

4.2 GOHSEP Project Manager:

The Project Manager (PM) for GOHSEP shall assigned in each Task Order issued. GOHSEP reserves the right to replace the PM at its discretion.

4.3 Responsibilities of GOHSEP Personnel:

4.3.1 Responsibilities of Contract Monitor

4.3.1.1 Monitors performance of the Contract.

4.3.1.2 Provides guidance and assistance to the Project Manager.

4.4 Responsibilities of Project Manager

4.4.1 Prepares and delivers appropriate task orders directed to the Contractor.

4.4.2 Provides oversight and direction on the day-to-day activities of Contractor personnel.

4.4.3 Serves as GOHSEP's principal point of contact for Contractor project manager.

4.4.4 Regularly monitors the staffing levels of the Contractor and maintains/adjusts those staffing levels in accordance with the needs of GOHSEP.

4.4.5 Coordinates with subrecipients and measure the effectiveness of Contractor personnel assigned to subrecipients.

5.0 Contractor Personnel and Other Resources

5.1 Contractor Resources

Contractor agrees to provide the following Contract related resources:

5.1.1 Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

5.1.2 Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed below under Contractor Personnel.

5.1.3 Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

5.1.4 Other Resources. No other resources shall be provided by Contractor.

6.0 Contractor Personnel

The following individuals identified in Attachment I, Contractor Personnel are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth in the attachment.

7.0 State Furnished Resources

The State shall make available to the Contractor for use in fulfillment of this Contract those resources described below.

The State will provide office space as needed in the Louisiana Integrated Recovery Office, and state computers as needed for Contractor to conduct tasks as assigned.

State shall appoint a Contract Monitor for this Contract identified in Appendix A, Section 4.1 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

8.0 Parish Assignments

The Contractor will provide services as described in this Contract for the following subrecipients within the geographical regions listed below as assigned by the State through a task order.

8.1 Calcasieu

8.2 Cameron

9.0 Notices:

Notices or communication required to be sent or which may be sent by either party to the other will be sent as follows, unless a specific section requires or states otherwise:

9.1 If to Insert Contractor's Name:
Deborah Sulzer
Chief Executive Officer
The Sulzer Group
650 Poydras Street, Suite 2828
New Orleans, LA 70130

9.2 If to GOHSEP:
James B. Waskom
Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806

ATTACHMENT I: CONTRACTOR PERSONNEL

List all personnel, including subcontractors, who shall be assigned to the project.
 Personnel who shall be assigned at a future date may be listed by job classification.
 Contract may also specify qualifications for each unnamed person.

Name (First and Last)	Company Responsibilities	Level of Effort	Classification Rate	Expected
Deborah Sulzer	Project Manager	100%	\$170.00	Duration of Contract
Nathan Dronette	Senior Advisor for Public Assistance	100%	\$145.00	Duration of Contract
Stanton Vignes	Senior Advisor for Public Assistance	25%	\$145.00	Duration of Contract
Chad Ermel	Senior Advisor for Public Assistance	25%	\$145.00	Duration of Contract
Mike Catalfamo	Public Assistance Technical Assistance Liaison	100%	\$135.00	Duration of Contract
Randy Allard	Public Assistance Technical Assistance Liaison	50%	\$135.00	1 year
Don Scheible, AIA	Public Assistance Technical Assistance Liaison	50%	\$135.00	1 year
Joseph LoBianco	Public Assistance Technical Assistance Liaison	100%	\$135.00	Duration of Contract
John Lansford	Public Assistance Technical Assistance Liaison	100%	\$135.00	Duration of Contract
Chris Garvey	Public Assistance Technical Assistance Liaison	100%	\$135.00	Duration of Contract
John Herzog	Public Assistance Technical Assistance Liaison	100%	\$135.00	Duration of Contract
	Public Assistance Technical Assistance Liaison	50%	\$135.00	Duration of Contract
Giuseppe Miserendion, CPA	Accounting Analyst	50%	\$100.00	1 year
Bryan Dahlhauser, CPA	Accounting Analyst	50%	\$100.00	1 year
Danah Beasley	Accounting Analyst	100%	\$100.00	Duration of Contract
	Accounting Analyst	100%	\$100.00	Duration of Contract
Allen Keller	Grant Management Specialist	50%	\$110.00	1 year
Doug Bordelon	Grant Management Specialist	50%	\$110.00	1 year
Chris Solera	Grant Management Specialist	50%	\$110.00	1 year
Devin Estrada	Grant Management Specialist	50%	\$110.00	1 year
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
	Grant Management Specialist	100%	\$110.00	Duration of Contract
Cyndi Hebert	Administrative Assistant	100%	\$65.00	Duration of Contract
Fallon Dronette	Administrative Assistant	100%	\$65.00	Duration of Contract

Agenda Item #14

Review of a contract
extension between
McNeese State
University and Ellucian
Company,
L.P.

AMENDMENT NUMBER 01
to
APPLICATION HOSTING SERVICES AND MAINTENANCE AND SUPPORT SERVICES AGREEMENT
(“Agreement”)
PST Log #21 06 019

WITH

MCNEESE STATE UNIVERSITY
4205 Ryan Street
Lake Charles, LA 70609
(“Client”)

Be it known, that on the date of approval shown below, McNeese State University (the “Client”) and Ellucian Company L.P. (“Ellucian”) do hereby enter into this Amendment Number 01 (“the “Amendment”) to the Application Hosting Services and Maintenance and Support Services Agreement dated June 30, 2021, PST Log #21 06 019 (the “Agreement”), under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement:

The term of this Agreement (“the Term”) begins on July 1, 2021 and will expire on June 30, 2026, unless otherwise terminated in accordance with the termination clauses in this Agreement. Total Agreement term shall not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original Agreement and all Amendments constitute the entire Agreement between the Client and Ellucian. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the Client and Ellucian. In the event of a conflict between the terms and conditions of the Agreement and this Amendment Number 01, the terms and conditions of this Amendment Number 01 shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 01 with an Execution Date as specified below.

ELLUCIAN COMPANY L.P.

MCNEESE STATE UNIVERSITY

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____

The last date of signature above is the “Execution Date” of this Amendment.

APPLICATION HOSTING SERVICES AND MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement")
PST Log #21 06 019

WITH

MCNEESE STATE UNIVERSITY
4205 Ryan Street
Lake Charles, LA 70609
("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** (through itself or one of its affiliated companies) and Client agree that the terms and conditions stated herein will separately apply to each Order Form issued pursuant to the terms hereof and will constitute a separate and independent contract between the parties to the Order Form. "Ellucian" means, in each instance, the Ellucian entity that enters into an Order Form with Client. By the execution of this Agreement and an Order Form, each executing party represents and warrants that it is bound by the signature of its respective signatory.

Ellucian

By:

DocuSigned by:
John McMonagle
Authorized Signature

Name:

John McMonagle
Printed

Title:

VP, Chief Accounting Officer

Date:

6/30/2021

Client

By:

Roxane Fontenot
Authorized Signature

Name:

Roxane Fontenot
Printed

Title:

Purchasing Director

Date:

6/30/21

TERM:

The term of this Agreement (the "Term") begins on July 1, 2021 and will expire on June 30, 2024, unless otherwise terminated in accordance with the termination clauses in this Agreement. At the option of the Client and acceptance of Ellucian, the Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions.

Prior to the extension of the Agreement beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget ("JLCB") or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the initial thirty-six (36) month term. Total Agreement time may not exceed sixty (60) months.

1. **DEFINITIONS.** Each term defined below has the meaning given to that term below whenever the term is used in this Agreement. Other capitalized terms are defined elsewhere herein.

"Agreement" (including "this Agreement" and "the Agreement") means this Application Hosting Services and Maintenance and Support Services Agreement (otherwise identified as PST Log #21 06 019), including any Attachments specifically identified herein. The terms "these Terms and Conditions" and "the Terms and Conditions" each mean the terms and conditions stated in this Agreement.

"Attachment" means, in each instance, a document which is marked as an "Attachment" and/or an "Exhibit" and is attached to this Agreement. Each Attachment is incorporated herein by this reference.

"Baseline" means the general release version of the Software as updated through Ellucian's provision of both warranty services and Software Support Services but without any other modification.

"Client Data" means all electronic data or information submitted by Client to the Software or Services.

"Client Personal Data" means certain personal data of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations.

"Cloud Services" means those services, including application hosting, remote database administration, application management and other services (e.g., Banner Managed Cloud Transition Services that are required to migrate Client to use of Cloud Software), that are identified as "Cloud Services" in a Cloud Services Order Form and that are described more particularly in the Cloud Services Order Form.

"Cloud Software" means the Software identified as "Cloud Software" in a Cloud Software Order Form which is provisioned in, and made available from, a remote environment and which is described more particularly in the Cloud Software Order Form.

"Commencement Date" means the date(s) identified as the beginning or commencement of a term defined within an Order Form.

"Component System" means both: (a) any one of the computer software programs which is listed in an Order Form as a Component System; and (b) for purposes of obtaining Software Support Services there for, any Ellucian-provided software system licensed to Client pursuant to a prior license agreement, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of Ellucian or Client. Confidential Information of Ellucian includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software

provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Contract Year" means each one (1) year period beginning on July 1 and ending on June 30 of the immediately following calendar year.

"Defect" means a material deviation between the Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

"Delivery Address" means the Client shipping address identified in an Order Form.

"Delivery Date" means the date on which the Software is shipped to the Delivery Address F.O.B. place of shipment or is otherwise made available to Client (i.e., electronic access).

"Documentation" means the on-line and hard copy functional and technical specifications that Ellucian provides for the Baseline Software and that describes the functional and technical capabilities of the Baseline Software.

"Employees" means: (i) employees of Client having a need to know; and (ii) third party personnel engaged by Client who have a need to know and who, prior to obtaining access to the Licensed Software, have executed an Ellucian-approved non-disclosure agreement.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System. Enhancements are provided pursuant to this Agreement.

"Equipment" means, in each instance, host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s), with all Ellucian-required third party databases and hardware/software peripherals, all located within the United States of America and for which Ellucian supports the Licensed Software.

"Execution Date" means with respect to this Agreement or any Order Form issued pursuant to the terms hereof, the latest date shown on the signature page of this Agreement or such Order Form, as applicable.

"Expiration Date" means the date(s) identified as the last or final day of a term defined within an Order Form.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, moral rights if applicable, trademarks and service marks, and Confidential Information.

"Licensed Software" means the Component Systems for which a right of use has been granted under a given Order Form in the aggregate.

"Maintenance" means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Software (collectively, the "Maintenance Standards") may be specified in an Order Form.

"New Releases" means new editions (i.e., major and minor releases) of the Baseline Software.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Order Form” means an ordering document between Client and an Ellucian company that expressly references and incorporates these Terms and Conditions. If any terms of an Order Form conflict with any of these Terms and Conditions, the terms of the Order Form will control.

“Partial Year” means any period specified in an Order Form as “Partial Year,” and consisting of a prorated portion of a Contract Year.

“Services” means the applicable Cloud Services and/or Software Support Services.

“Software” means a computer software program: (i) licensed pursuant to a Perpetual License Order Form or a Term License Order Form, or (ii) made available to Client pursuant to a Cloud Software Order Form. Software includes source code (if provided), object code, Documentation, all updates and modifications, and all Intellectual Property Rights for the Software.

“Software Supplement” means additional terms and conditions applying to particular Software, as specified in an Order Form. If any terms of a Software Supplement conflict with any other terms of an Order Form or these Terms and Conditions, the terms of the Software Supplement will control.

“Software Support Services” means, collectively, Maintenance and New Releases provided pursuant to a Software Support Services Order Form or Agreement, as described in detail in Section 5 below.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

“Territory” means the following location(s): United States.

2. LICENSE GRANT.

- 2.1 Perpetual License. For the Software identified on a Perpetual License Order Form, Ellucian grants Client a perpetual, non-exclusive, non-transferable license to use the Software on the Equipment residing within the Territory for Client’s internal use only and subject to all use restrictions and limitations set forth in the applicable Order Form and these Terms and Conditions.
- 2.2 Term License. For the Software identified on a Term License Order Form, and only during the License Term specified on the Term License Order Form, Ellucian grants Client a non-exclusive, non-transferable license to use the Software on the Equipment residing within the Territory for Client’s internal use only and subject to all use restrictions and limitations set forth in the applicable Order Form and these Terms and Conditions.
- 2.3 Cloud Software. For the Cloud Software identified on a Cloud Software Order Form, and only during the Cloud Software Term specified on the Cloud Software Order Form, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client’s internal use only.
- 2.4 Included Rights of Use. The license(s) granted in Sections 2.1-2.3 include the right for Client to allow Client’s prospective students, students, parents of students, alumni, faculty and administration having a need to know to access the screen displays of the Software on a web-enabled basis for the purpose of viewing, inputting, and/or querying data within the scope of Client’s permitted use of the Software.
- 2.5 Right to Grant License and Ownership. Ellucian has the right to grant Client the license to use the Software as described herein. Except as otherwise indicated in a Software Supplement, Ellucian owns all right, title and interest in and to the Software, including all Intellectual Property Rights therein.
- 2.6 Reservation of Rights. Any rights not expressly granted by Ellucian in an Order Form are expressly reserved by Ellucian.

2.7 United States Government Rights. Client may not acquire Software on behalf of the United States Government or any United States Government agency without Ellucian's prior written consent. The 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). The Client's right to use the Software is subject to, (i) if acquired on behalf of a civilian agency, these Terms and Conditions 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"), these Terms and Conditions 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.

2.8 Records/Inspection. Client will maintain appropriate records regarding the Software and Client's use thereof. Client will make such records available to Ellucian or its licensors upon reasonable request and will permit Ellucian or a licensor to inspect Client's records and premises to verify Client's compliance. Such inspection will take place with reasonable advance notice during business hours and is not intended to unreasonably disrupt Client's operations. Inspections will be at Ellucian's expense unless the inspection shows a material non-compliance by Client, in which case the inspection will be at Client's expense. Ellucian may share the results of any such inspection with applicable licensors.

3. CERTAIN RIGHTS AND RESTRICTIONS.

3.1 Source Code. If an Order Form does not otherwise provide that Client has a license to use source code for the Software, then Client has no rights in or to the source code for that Software. If the Order Form does provide for a source code license use, Client has the right to compile, modify, improve and enhance the Software only with respect to the Software licensed pursuant to a Perpetual License Order Form or a Term License Order Form for which the source code is so licensed.

3.2 Object Code. Client has right to use the Software in object code form. Client also has the right to use Software licensed pursuant to a Perpetual License Order Form or a Term License Order Form in object code form temporarily on another configuration that is supported by Ellucian, for disaster recovery of Client's computer operations.

3.3 No License for Other Software. The media containing the Software may also contain code for which Client is not granted a license for use. Client may not use any code for which Client is not expressly obtaining a license for use under an Order Form.

3.4 Copies of Documentation. Except as otherwise provided for in a Software Supplement, Client has the right to make a reasonable number of copies of the Documentation for the Software for its internal use in accordance with the terms of the applicable Order Form.

3.5 Reverse Engineering. With regard to any Software that is licensed in object code only, Client is prohibited from causing or permitting the reverse engineering, disassembly, or decompilation of the Software.

3.6 Prohibition on Shared Use. Client is prohibited from using the Software for any service bureau or timesharing arrangement or for the benefit of any institution, entity, consortium, venture or similar arrangement other than Client.

3.7 Export Restrictions. All Order Forms are expressly made subject to United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Client will not allow the Software, in whole or in part, to be exported outside of the Territory, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other

appropriate United States governmental authorities. However, Client may permit access (as described in Section 2.4) from outside of the Territory subject to compliance with United States law. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.

3.8 Intellectual Property Rights Notices. Client is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in, or that Ellucian otherwise provides with, the Software. Client must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Client makes of the Software.

4. **RESERVED.**

5. **SOFTWARE SUPPORT SERVICES.**

5.1 Generally. In connection with the Baseline Software, Ellucian will provide Client with Software Support Services pursuant to the Software Support Services Order Form, at the fees provided in the Software Support Services Order Form.

5.2 Term of Software Support Services. The term of Software Support Services as it applies to the Baseline Software is for the period beginning on the date defined as the "Commencement Date" in the Software Support Services Order Form and continuing until the date defined as the "Expiration Date" in the Software Support Services Order Form (each one (1) year period beginning and ending on the dates provided for in the Software Support Services Order Form is referred to herein as a "Contract Year"). Absent termination in accordance with the provisions of Section 13, or as otherwise provided in the Software Support Services Order Form, the term of Software Support Services will continue until the Expiration Date in accordance with its terms. Following the Expiration Date, unless the parties have negotiated a new agreement or an extension of or modification to the terms hereof for Software Support Services for the post-Expiration Date time period (in which event the pricing stated in such written new agreement, extension, or modification shall govern fees for Software Support Services post-Expiration Date), Ellucian shall be under no obligation to continue to provide Software Support Services (and therefore Client shall have no prospective (new) liability for payment for Software Support Services) post-Expiration Date.

5.3 Third Party Software Support Services. Ellucian's obligation to provide Client with Software Support Services for Software owned by parties other than Ellucian is limited to providing Client with the Software Support Services that the applicable third party owner provides to Ellucian for that Software. If an agreement authorizing Ellucian to resell or sublicense a third party's Software, prior to the Expiration Date as set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the third party Software Support Services in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide to Client and Client's obligation to pay Ellucian for such Software Support Services will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

6. **CLOUD SERVICES.**

6.1 Generally. Ellucian will provide Client with Cloud Services pursuant to the services description contained in an Order Form for Cloud Services, at the Fees set forth therein.

6.2 Third Party Components. Ellucian's obligation to provide Client with Cloud Services that include third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Services to the extent the applicable third party owner provides it to

Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Services in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide to Client and Client's obligation to pay Ellucian for the applicable Cloud Services will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

7. DELIVERY.

7.1 Software Delivery. Except as otherwise provided in an Order Form, the Baseline Software will, within thirty (30) days of the Execution Date of an Order Form, be delivered to Client at the Delivery Address or will otherwise be made available to Client for electronic access. Ellucian's delivery obligations will be discharged on the Delivery Date.

7.2 Services Delivery. In performing any Services under an Order Form executed pursuant to the terms of these Terms and Conditions, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

8. PAYMENT; TAXES; CURRENCY; SUSPENSION OF SERVICES.

8.1 Payment.

8.1.1 Fees. Fees are invoiced to Client as specified in the applicable Order Form. Unless otherwise provided in an Order Form, all fees are due within thirty (30) days from the date of invoice.

8.1.2 RESERVED.

8.1.3 Late Charge. Interest due by the Client for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

8.2 Taxes. Client is responsible for paying all taxes (except for taxes based on Ellucian's net income or capital stock) relating to the applicable Order Form(s), the Software, Cloud Services and/or any Software Support Services provided or payments made under an Order Form. Applicable tax amounts (if any) are not included in the fees set forth in an Order Form. If Client is exempt from the payment of any such taxes, Client will provide Ellucian with a valid tax exemption certificate; otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing authority, Ellucian will invoice Client for and Client will pay to Ellucian all such tax amounts.

8.3 Currency. All amounts are stated in and are payable to Ellucian in United States Dollars (USD/\$).

8.4 Suspension of Services. If in any instance, Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for amounts due for Cloud Software, Cloud Services, and/or Software Support Services, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of or access to the Cloud Software, Cloud Services, and/or Software Support Services (as applicable).

8.5 Non-appropriation. The continuation of this Agreement or an Order Form is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Agreement or an Order Form. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement or an Order Form, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total

appropriation for the year from exceeding revenues for the year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or an Order Form, this Agreement or an Order Form shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

It is Client's intent to make all payments due under any Order Form(s) if funds are legally available therefor. If, despite Client's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for payments due under an Order Form, then Client will immediately notify Ellucian of such occurrence and Ellucian will notify Client that Ellucian will cease providing the Cloud Software, Cloud Services, and/or Software Support Services (as applicable), effective on the last day of the fiscal period for which Client's appropriations were received (the "effective date of termination"). Upon the effective date of termination, Client will pay to Ellucian the fees for all such licenses/services through the effective date of termination, as follows: (i) for Term Licenses, Client will pay Ellucian for all Term Licenses up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Term License fees prepaid by Client for any periods following the effective date of termination); (ii) for Cloud Services and Subscription Services, Client will pay Ellucian for all Cloud Services and Subscription Services up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Cloud Services and/or Subscription Services fees prepaid by Client for any periods following the effective date of termination); (iii) for Software Support Services, Client will pay Ellucian for all Software Support Services up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Software Support Services fees prepaid by Client for any periods following the effective date of termination); and (iv) Client will pay Ellucian for any reimbursable travel and living expenses incurred by Ellucian through the effective date of termination.

9. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES; ELECTION OF REMEDIES.

9.1 Limited Software Warranty; Remedy for Breach. Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants to Client that, for a period of twelve (12) months after its initial Delivery Date, each Baseline Software product licensed pursuant to an Order Form will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 12, Client may pursue its 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, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 9.1. The limited warranty described in this Section 9.1 will be abrogated to the extent that: (i) the Baseline Software has been modified and the modification causes the suspected Defect or (ii) Client does not implement changes that Ellucian provides to correct the reported Defect.

9.2 Limited Warranty for Cloud Services and Software Support Services; Remedy for Breach. Ellucian warrants to Client that all Cloud Services and Software Support Services will be rendered in a professional and workmanlike manner using personnel having the requisite knowledge, skill, and experience to perform such services. If Client believes that any Cloud Services or Software Support Services have not conformed to the foregoing warranty, Client must notify Ellucian of any such nonconformity within a period of thirty (30) days from Ellucian's performance of the services at issue. If, following such notice by Client, Client and Ellucian, acting reasonably and in good faith, jointly determine that Ellucian has breached the foregoing warranty, Ellucian will remedy the performance issue(s) at no additional charge to Client so that the applicable services are in conformance with the foregoing warranty. If, despite its reasonable efforts, Ellucian is unable to remedy the performance issue(s) as provided above, then, subject to the limitations set forth in Section 12, Client may pursue its 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, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 9.2. The limited warranty described in this Section 9.2 will be abrogated to the extent that: (i) the Cloud Services and/or Software Support Services

are not fully implemented by Client (through no fault of Ellucian) and the incomplete implementation causes the suspected Defect or (ii) Client does not implement changes that Ellucian provides to correct the reported Defect.

9.3 Disclaimer of Other Warranties. The limited warranties and remedies in Section 9 are made to Client exclusively and are in lieu of all other warranties and remedies for breach of warranty. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOFTWARE, CLOUD SERVICES AND/OR SOFTWARE SUPPORT SERVICES, IN WHOLE OR IN PART. ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE PARTIES AGREE THAT THE REMEDIES FOR BREACH OF THE LIMITED WARRANTIES PROVIDED IN SECTION 9 ARE ADEQUATE AND, ACCORDINGLY, CLIENT WAIVES ANY CLAIM THAT ANY SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. CONFIDENTIAL INFORMATION.

10.1 Definition. "Confidential Information" means non-public information that one party (the "Discloser") discloses to the other party (the "Recipient"). Confidential information of Ellucian includes but is not limited to the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the source code of the Software and any software provided with the Software.

10.2 Nondisclosure Obligations. Except as otherwise permitted under these Terms and Conditions, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The non-disclosure and non-use obligations of these Terms and Conditions will remain in full force with respect to each item of Confidential Information for so long as it constitutes Confidential Information of the Discloser.

10.3 Exceptions. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without use of or reference to any Confidential Information of the Discloser.

10.4 Permitted Disclosures; Restrictions.

10.4.1 Employee and Third Party Disclosure. Without limiting Client's right to allow access pursuant to Section 2.4, Client may disclose Ellucian's Confidential Information only to: (i) Client's employees with a need to know and (ii) third parties (including but not limited to hosting providers, outsourcers, and other services providers) engaged by Client who have a need to know and who, prior to obtaining access to the Confidential Information, have been pre-approved by Ellucian and have executed a non-disclosure agreement approved by Ellucian.

10.4.2 Disclosure Pursuant to Applicable Law. If the Recipient is required to disclose any or all of the Discloser's Confidential Information pursuant to the requirements of applicable law (including without limitation pursuant to applicable public records disclosure laws), a judicial or governmental request, requirement or order or otherwise, the Recipient will notify the Discloser in writing promptly as permitted by applicable law to allow Discloser to object to such request, and the Recipient will take reasonable steps to cooperate with and assist the Discloser in contesting such request, requirement or order prior to disclosure. In this regard, the Recipient agrees to rely upon any and all intellectual property (including exceptions for trade secret and/or financially sensitive information) or other applicable exceptions or exemptions to the public records disclosure laws when seeking to protect the Discloser's Confidential Information from disclosure.

- 10.5 Use of Client Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under this Agreement and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may 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.
- 10.6 Personal Data. To affect the purposes of an Order Form, Client may from time to time provide Ellucian with Client Personal Data (Client representing that it has the right to do so in each such instance). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Ellucian Data Protection Agreement (see www.ellucian.com/contracts-and-documentation).
11. **INTELLECTUAL PROPERTY INDEMNITY BY ELLUCIAN.** Ellucian will defend and indemnify Client from and against any loss, cost, and expense that Client incurs because of a claim that Client's use of the Software infringes any United States copyright of a third party. Ellucian's obligations under this indemnification are expressly conditioned on the following: (i) Client must promptly notify Ellucian of any such claim; (ii) Client must in writing grant Ellucian sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Client chooses to represent its own interests in any such action, Client may do so at its own expense, but such representation must not prejudice Ellucian's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Client must cooperate with Ellucian to facilitate the settlement or defense of the claim; and (iv) the claim must not arise from modifications or from the use or combination of products provided by Ellucian with items provided by Client or others. If any Software is, or in Ellucian's opinion is likely to become, the subject of a United States copyright infringement claim, then Ellucian, at its sole option and expense, will either: (a) obtain for Client the right to continue using the Software under the terms of the applicable Order Form; (b) replace the Software with products that are substantially equivalent in function, or modify the Software so that it becomes non-infringing and substantially equivalent in function; or (c) terminate the applicable Order Form and, as applicable: (1) if the Software giving rise to the infringement claim is pursuant to a Term License Order Form or a Cloud Software Order Form, Ellucian will refund to Client any term license fees or Cloud Software subscription fees (and in each instance, only those fees attributable to the Software giving rise to the infringement claim) that have been prepaid to Ellucian under the applicable Order Form for period(s) after the effective termination date; or (2) if the Software giving rise to the infringement claim is pursuant to a Perpetual License Order Form, Ellucian will refund to Client the portion of the license fee paid to Ellucian under the Order Form for the Software giving rise to the infringement claim, less a charge for use by Client based on straight line depreciation assuming a useful life of five (5) years, as well as any associated Software Support Services Fees that have been prepaid to Ellucian for period(s) after the effective termination date. THE FOREGOING IS ELLUCIAN'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
12. **LIMITATIONS OF LIABILITY; EXCLUSION OF DAMAGES.**
- 12.1 **LIMITATIONS OF LIABILITY.**
- 12.1.1 FOR SOFTWARE LICENSED PURSUANT TO A PERPETUAL LICENSE ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE LICENSE FEE THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM.

12.1.2 ELLUCIAN'S CUMULATIVE LIABILITY IN CONNECTION WITH THE SOFTWARE SUPPORT SERVICES WILL NOT EXCEED THE SOFTWARE SUPPORT SERVICES FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE.

12.1.3 FOR ANY CLOUD SOFTWARE, CLOUD SERVICES OR SOFTWARE LICENSED PURSUANT TO A TERM LICENSE ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR SUCH SOFTWARE OR SERVICES UNDER THE APPLICABLE ORDER FORM FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE.

12.1.4 **RESERVED.**

12.2 **EXCLUSIONS.** IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THESE TERMS AND CONDITIONS.

13. TERM AND TERMINATION.

13.1 **Termination of this Agreement for Convenience.** Client may terminate this Agreement at any time by giving thirty (30) days written notice to Ellucian of such termination or negotiating with Ellucian an effective date. Termination of this Agreement shall have no effect upon any Order Forms which have been executed, on or before such date of termination, between Client and Ellucian; unless otherwise terminated by Client or Ellucian, such Order Form(s) shall remain in full force and effect for the term set forth in such Order Form(s).

13.2 **Breach of Order Form Obligation.** Notwithstanding any other term or condition of this Agreement, a breach by Ellucian or Client of any of its obligations pursuant to any Order Form will constitute a breach of that Order Form only, and will not, in and of itself, give rise to a right of termination of this Agreement *in toto*; and subject to all terms, conditions and limitations of this Agreement, Client or Ellucian may assert a claim for termination of an Order Form without effecting a termination of this Agreement. Termination of the Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to and as limited by the Agreement.

13.3 **Termination of this Agreement for Cause.** Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement, provided that the terminating party shall give the other party reasonably descriptive, written notice specifying the failure causing termination. If within thirty (30) days after receipt of such notice, the other party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the terminating party may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Notice to Ellucian of a suspected Defect will not constitute a notice of failure pursuant to this Section.

13.4 **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to and as limited by this Agreement; provided, however, that in the event of any material breach of this Agreement by Ellucian, then subject in any event to the limitations otherwise provided for in this Agreement, Client shall have the right to assert a claim at law for damages against Ellucian without terminating this Agreement as a condition precedent to the assertion of such claim; and thereupon, all licenses granted by Ellucian pursuant to this Agreement and/or any other written agreement between Ellucian and Client will remain in full force and effect.

- 13.5 **Expiration of Term License, Cloud Services or Cloud Software.** With regard to the Software identified on a License Order Form, a Cloud Services Order Form, or a Cloud Software Order Form, unless terminated earlier in accordance with Section 13.1 or any other section of these Terms and Conditions, the term of Client's license to use or access the Software or Cloud Services will begin and end on the dates provided for in the applicable Order Form. Upon expiration or termination of the applicable Order Form Term, Client shall immediately cease use of or access to the Software and/or Cloud Services.
- 13.6 **Client Data Copy.** With respect to termination or expiration of a Cloud Services Order Form or Cloud Software Order Form, if Client elects to receive a copy of the Client Data, Client will issue a written notice to Ellucian indicating Client's request for such Client Data and the commercially reasonable format for such data. The written notice should be provided to Ellucian prior to the termination or expiration of the Term, but in no event shall Ellucian receive such notice later than 5 business days from the date of termination or expiration of the applicable Cloud Services Order Form or Cloud Software Order Form. Unless otherwise set forth in an applicable Order Form, failure to provide timely notice shall result in waiver of Client's right to a copy of the Client Data. Upon receipt of the Client notice, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. At the conclusion of Ellucian's obligations pursuant to the Client notice, Client Data will be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.
- 13.7 **Effect of Termination/Expiration.** Upon termination or expiration, as applicable, of a Perpetual License Order Form, Term License Order Form, Cloud Services Order Form, or Cloud Software Order Form by either party, Client will immediately discontinue all access and use of the Software licensed or services acquired pursuant to the Order Form which has been terminated and will promptly return to Ellucian or (at Ellucian's request) destroy all copies of the Software, and will certify to Ellucian in writing, over the signature of a duly authorized representative of Client, that it has done so; provided, however, that notwithstanding any termination of this Agreement, all licenses granted by Ellucian to Client pursuant to any other written agreement between the parties will be unaffected and will remain in full force and effect unless similarly terminated (where such termination right exists).
- 13.8 **Survival of Obligations; No Prejudice to Other Rights and Remedies.** All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, and any terms that expressly survive termination/expiration or reasonably should survive termination/expiration, will survive termination/expiration of an Order Form. Termination/expiration of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to the Order Form and/or these Terms and Conditions.
14. **CHOICE OF LAW; SEVERABILITY.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. If any provision of an Order Form is illegal or unenforceable, it will be deemed stricken from the Order Form and the remaining provisions of the Order Form will remain in full force and effect.
15. **ASSIGNMENT.** Neither party may assign any of its rights or obligations under these Terms and Conditions or an Order Form without the prior written consent of the other party, except that Ellucian may, without the prior written consent of Client, assign an Order Form or of any of Ellucian's rights under an Order Form: (i) to any subsidiary or affiliate of Ellucian; (ii) to Ellucian's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; or (iii) to any person or entity to which Ellucian transfers any of its rights in the Software. For the avoidance of doubt, and without limitation, an "assignment" includes use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Client, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

16. **SUBCONTRACTING.** Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies and/or third parties to perform some or all of the responsibilities described in an Order Form, provided, however, that: (i) Ellucian will not be relieved of any duty, responsibility, or liability under an Order Form by reason of any such subcontracting, and (ii) Ellucian will at all times remain responsible to Client for the performance of the responsibilities under each Order Form.
17. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties created by any Order Form is that of independent contractors and not partners, joint venturers, or agents.
18. **NO THIRD PARTY BENEFICIARY RIGHTS.** Except as otherwise provided in a Software Supplement, the parties do not intend to create in any other individual or entity the status of third party beneficiary, and neither these Terms and Conditions nor any Order Form will be construed to create such status.
19. **NOTICES.** All required notices (meaning, for example, notices of breach, termination, non-renewal, cancellation, payment disputes, and personnel issues) under these Terms and Conditions or an Order Form, other than notices in the ordinary course of business in connection with routine project matters, must be in writing and will be deemed given: (a) when delivered personally; (b) three (3) business days after being sent by registered or certified mail, return receipt requested; (c) two (2) business days after being transmitted by facsimile and provided that a confirmation copy is sent by first class mail; (d) the next business day after being sent by overnight courier for priority delivery within one (1) business day (and otherwise upon delivery if not sent for priority delivery within one (1) business day); or (e) the next business day after being sent by email provided that a confirmation copy is sent by other permitted notification means. Notices must be sent to a party at its address shown on these Terms and Conditions, or to such other place as the party may subsequently designate for its receipt of notices. With respect to any notice of material breach and/or termination of an Order Form, the parties agree that Client shall send all such notice(s) promptly to Ellucian's General Counsel at 4 Country View Road, Malvern, PA 19355, FAX number (610) 578-7457, or to such other place as Ellucian may subsequently designate for its receipt of notices.
20. **FORCE MAJEURE.** Except for Client's obligation to pay Ellucian fees due under an Order Form, neither party will be liable to the other for any failure or delay in performance under an Order Form due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions, and defaults of third parties, and official, governmental, and judicial action not the fault of the party failing or delaying in performance. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
21. **NO WAIVER.** A party's failure to enforce its rights with respect to any single or continuing breach of an Order Form will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
22. **PARAGRAPH HEADINGS.** The headings of paragraphs contained herein are for reference purposes only and do not represent substantive terms and conditions of these Terms and Conditions.
23. **NO RELIANCE ON FUTURE AVAILABILITY.** In executing any Order Form(s), Client represents to Ellucian that it has not relied on the availability of either any future version of any Software or any future software product.
24. **FUND USE.** Ellucian agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

25. **PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT.** With regard to Ellucian's employment of personnel, Ellucian agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Ellucian agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Ellucian agrees not to discriminate in its employment practices and will render services under this Agreement and any Order Form entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age in any matter relating to employment. Any act of discrimination committed by Ellucian, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any Order Form entered into as a result of this Agreement.
26. **USE OF AGENCY'S FACILITIES.** Any property of Client furnished to Ellucian shall, unless otherwise provided herein, or approved by Client, be used only for the performance of the Order Form entered into as a result of this Agreement. Subject to the limitations contained above with respect to Force Majeure, Indemnification, and Limitation of Liability, Ellucian shall be responsible for any loss or damage to property of Client which results from willful misconduct or lack of good faith on the part of Ellucian or which results from the failure on the part of Ellucian to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to Client in like condition to that in which it was furnished to Ellucian. Upon the happening of loss, or destruction of, or damage to property of the Client, Ellucian shall notify Client thereof and shall take all reasonable steps to protect that property from further damage. Ellucian shall surrender to Client all property of Client prior to settlement upon completion, termination, or cancellation of this Agreement. All references to Ellucian under this section shall include any of its employees, agents, or subcontractors.
27. **CODE OF ETHICS.** Ellucian acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Ellucian in the performance of services called for in this Agreement. Ellucian agrees to immediately notify Client if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
28. **CONTRACT CONTROVERSIES.** Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1671-1673.
29. **RIGHT TO AUDIT.** The State Legislative auditor, federal auditors and internal auditors of Client, or others so designated by Client, shall have the option to audit all accounts directly pertaining to this 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.
30. **RECORD RETENTION.** Ellucian shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.
31. **CONTRACT MODIFICATIONS.** No amendment or modification of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
32. **CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT.** Ellucian shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. Ellucian has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future contracts.

33. **ANTI-KICKBACK CLAUSE.** Ellucian hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
34. **CLEAN AIR ACT:**
The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.
35. **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).
36. **CLEAN WATER ACT:**
The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.
37. **ANTI-LOBBYING AND DEBARMENT ACT:**
The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.
38. **INFORMATION SECURITY.** This Section 38 (Information Security) contains terms governing information security to which Ellucian will adhere while performing work for Client. 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 Execution Date.
- (a) **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 services delivered to Client 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.
 - (b) **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 will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.
 - (c) **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.
 - (d) **Personnel Security.** Ellucian 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.
 - (e) **Access Control.** Ellucian will authorize access to the Client's information 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 information will also be in place. Ellucian will also maintain

appropriate onboarding and termination processes to manage revocation of access to Client's information.

- (f) **Data Security.** Ellucian will maintain security controls to safeguard information 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, 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").
 - (g) **Third Party Security.** Ellucian will maintain a process to identify risks to Client's information that is accessible to third parties. The process will incorporate relevant information security requirements into business agreements with third parties and that relevant third party risks are addressed within reasonable timeframes.
 - (h) **Information Security Incident Management.** Ellucian will maintain an information security incident management program to respond to security incidents. Ellucian will provide timely notification to the Client in the event that Client's 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, 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.
 - (i) **Business Continuity Management.** Ellucian will implement controls designed to maintain the continued availability of its business. Controls will include maintaining a defined business continuity management plan relevant to the services being provided to Client that, if interrupted, may result in significant downtime or data loss.
39. **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL.** In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.
40. **RECORD OWNERSHIP.** All records, reports, documents, and other material delivered or transmitted to Ellucian by the Client shall remain the property of the Client, and shall be returned by Ellucian to the Client, at Ellucian's expense, at termination or expiration of this Agreement. All material related to this Agreement and/or obtained or prepared by Ellucian in connection with the performance of the services contracted for herein shall become the property of the Client, and shall be returned by Ellucian to the Client, at Ellucian's expense, at termination or expiration of this Agreement.
41. **CONTRACTOR'S COOPERATION.** Ellucian shall not limit or impede the Client's right to audit or shall not withhold Client owned documents.
42. **ENTIRE AGREEMENT.** Each Order Form which incorporates these Terms and Conditions constitutes the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Client in connection with an Order Form does not modify the Order Form. No modification of an Order Form will be effective unless it is in writing, is signed by each party, and expressly provides that it amends the Order Form.
43. **COMMENCEMENT OF WORK.** No work shall be performed by Ellucian, and Client shall not be bound, until such time as the Order Form(s) issued upon the terms of this Agreement have been fully executed between Client and Ellucian and all required approvals have been obtained (the receipt of all such required approvals shall be evidenced by Client's execution of the applicable Order Form(s)). At the start of the engagement, Ellucian shall review applicable Client standards and guidelines related to systems development, technical architectures and infrastructures, and usage of Client's resources and will comply except as noted in Client's Order Form or if waived by mutual written agreement.

LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **MCNEESE STATE UNIVERSITY** (the "Client"). This Order Form is issued pursuant to the terms of the Application Hosting Services and Maintenance and Support Services Agreement (otherwise identified as PST Log #21 06 019) between the parties (the "Agreement") executed contemporaneously with this Order Form. Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as amended by this Order Form, Client and Ellucian hereby terminate Client's license for the "**Terminated Perpetual Software**" identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the **Cloud Software Table** below, on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**"). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of the Cloud Software licensed under this Order Form, the "Software Term" consists of the period of time from July 1, 2021 (the "Beginning Date") until June 30, 2024 (the "Expiration Date"). At the option of the Client and acceptance of Ellucian, the Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions and at the fees provided herein (and subject to the terms of Section 10 of the Ellucian Cloud Software Standards). Prior to the extension of the Agreement beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget ("JLCB") or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the initial thirty-six (36) month term. Total Agreement time may not exceed sixty (60) months.

Termination of License for Terminated Perpetual Software. Client's license to use the Terminated Perpetual Software will terminate on the earlier of (a) one (1) year following the Execution Date or (b) the date on which Client begins to use the Cloud Software in production.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products.

Continuing Perpetual Software. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 1 hereto (the "**Continuing Perpetual Software**"), as previously licensed to Client by Ellucian. In order to align Software Support Services for the Continuing Perpetual Software to the Software Term applicable to Cloud Software licensed under this Order Form, the parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software for a term commencing on the Beginning Date through the Expiration Date ("**Extended Maintenance Term**").

CLOUD SOFTWARE TABLE ^{1, 2}	
Description	Annual Subscription Fee
Banner Student (includes Student Self-Service and Faculty and Advisor Self-Service) ^{3,4}	Included
Banner Human Resources (includes Employee Self-Service) ^{3,4}	Included
Ellucian Degree Works ^{3,4}	Included
Ellucian Degree Works Transfer Equivalency ^{3,4}	Included

CLOUD SOFTWARE TABLE ^{1,2}	
Description	Annual Subscription Fee
Banner Financial Aid (includes Financial Aid Self-Service and CSS Profile Interface) ^{3,4}	Included
Banner Finance (includes Finance Self-Service) ^{3,4}	Included
Federal Methodology Needs Analysis ⁵	Included
Ellucian Intelligent Learning Platform for Blackboard ^{5,6}	Included

PAYMENT SUMMARY FOR CLOUD SOFTWARE	
TOTAL (for Contract Year ending June 30, 2022) ⁷	\$662,824
TOTAL (for Contract Year ending June 30, 2023) ⁷	\$682,709
TOTAL (for Contract Year ending June 30, 2024)	\$703,190
TOTAL (for Contract Year ending June 30, 2025) ⁸	\$724,286
TOTAL (for Contract Year ending June 30, 2026) ⁸	\$746,015

Notes to the Cloud Software Table:

- ¹ For a description of the product details and the terms of service, see the Product Specifications located here: www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of **6,999** (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ³ Software Support Services for the Cloud Software identified by this Note 3 are at the Advantage Plus Maintenance Level.
- ⁴ The software identified will be made accessible to Client on an Ellucian cloud-provided basis pursuant to the Service Configuration and System Inventory attached to this Order Form as "Schedule A".
- ⁵ Software Support Services for the Cloud Software identified by this Note 5 are at the Subscription Advantage Maintenance Level.
- ⁶ Client owns a license to Banner Integration for eLearning on-premise Software and Banner Integration Technologies on-premise Software. Ellucian Intelligent Learning Platform includes transition maintenanceservices pursuant to the Transition Scenario identified in the Ellucian Intelligent Learning Platform Product Specification Documentation. For the avoidance of doubt, these transition maintenance services will apply to both Banner Integration for eLearning on-premise Software and Banner Integration Technologies on-premise Software.
- ⁷ Conditioned upon an Execution Date on or before June 30, 2021, Ellucian will issue a one-time credit in the amount of \$115,000 to be applied to Client's account for use towards the initial Contract Year's Cloud Software subscription fees (i.e., for the period from July 1, 2021 through June 30, 2022). For the avoidance of doubt, the one-time credit discussed in this Note 7 may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.
- ⁸ The parties acknowledge that extension of Client's subscription for the Cloud Software identified in this Order Form beyond June 30, 2024 is conditioned upon approval of such extension from the JLCB as provided above. Conditioned upon extension of Client's subscription for the Cloud Software identified in this Order Form through June 30, 2026, Ellucian will issue further credits totaling \$35,000, to be applied to Client's account for use towards the subscription fees payable during the fourth and fifth Contract Years, as follows: for the period from July 1, 2024 through June 30, 2025, Ellucian will provide Client with a credit of \$17,500 against the fees otherwise payable for subscription fees under this Order Form during that Contract Year, and for the period from July 1, 2025 through June 30, 2026, Ellucian will provide Client with a credit of \$17,500 against the fees otherwise payable for subscription fees under this Order Form during that Contract Year. For the avoidance of doubt, the credits discussed in this Note 8 may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

Related Banner Managed Cloud Transition Services. Ellucian agrees to provide Client with the Cloud Services identified in the Cloud Services Table below (the "Banner Managed Cloud Transition Services"), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form.

In performing its obligations with respect to the Banner Managed Cloud Transition Services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

CLOUD SERVICES TABLE		
Description ¹	Pricing	Fee
Banner Managed Cloud Transition Services ²	Fixed Fee	\$150,000
TOTAL CLOUD SERVICES FEES:		\$150,000

Notes to the Cloud Services Table:

- ¹ For a description of the services identified in this table, please see the Statement of Work attached hereto as Exhibit 2.
- ² In the event that the Banner Managed Cloud Transition Services are not completed within twelve (12) months, a subsequent order form or amendment to this Order Form shall be required to extend such services at the then current monthly rate.

Invoicing. Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning July 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year);
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year);
- in eighteen (18) successive monthly installments for Banner Managed Cloud Transition Services fees. The first twelve (12) monthly installments towards the Banner Managed Cloud Transition Services fees will be invoiced in the amount of \$9,583, beginning on the first day of the next month follow the Execution Date and continuing on the first day of the next eleven (11) consecutive months (from August 2021 through June 2022), and the next six (6) monthly installments towards the Banner Managed Cloud Transition Services fees will be invoiced in the amount of \$5,834, beginning July 1, 2022 and continuing on the first day of the next five (5) consecutive months (from August 2022 through December 2022).

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

The Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future reversion of any software or any future software product or service.**

Ellucian

By: DocuSigned by:
John McMonagle
Authorized Signature

Name: John McMonagle
Printed

Title: VP, Chief Accounting Officer

Date: 6/30/2021

Client

By: Roxane Fontenot
Authorized Signature

Name: Roxane Fontenot
Printed

Title: Purchasing Director

Date: 6/30/21

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before June 30, 2021.

Client Billing Contact Information:

Name: Chad Thibodeaux

Address: msu Box 93055

City, State, Zip: Lake Charles LA 70609

Email Address: CThibodeaux@mcneese.edu

PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____

Title: _____

Email: _____

SCHEDULE A TO LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

Service Configuration and System Inventory		
Client Name:		McNeese State University
Total FTE (IPEDS/ Intl Equiv.):		6,330
Application Inventory		
Core ERP Application:	Production Instance	Non-Production Instance
Description	Count	Count
Banner ERP Base (Database, JobSub, Banner 8 Self-Service, Banner 9 Applications, BEP, BEIS, ESM, Payment Gateway Interface, Site to Site VPN, Ethos Identity, Ethos Integration)	1	1
Additional Non-Production Instances	--	1
Product Components:	Production Instance	Non-Production Instance
Description	Count	Count
Ellucian Degree Works	1	1
Ellucian Degree Works Transfer Equivalency	1	1
Evisions Argos ¹	1	1
Evisions FormFusion ¹	1	1
Banner Cloud Reporting Database	1	1
Banner Document Management Suite (2TB)	1	1
Banner Enterprise Job Scheduler by Automic ¹	1	1
ADAP for Cloud	1	1
Banner Workflow	1	1
Baseline Integrations		
Function	Path	Protocol
Upload or Download of data	Internet, Site to Site VPN, 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 standard web services APIs	Internet, Site to Site VPN, Cloud Peer	HTTP/Secure HTTP
*Authentication is based on the Client's directory.		
Validation of 3rd Party Licenses		
Quantity	Description	Provided by
12	Oracle Database Enterprise Edition	McNeese State University
12	Oracle Diagnostic and Tuning Pack	McNeese State University
2	Oracle Programmer (Perpetual License)	McNeese State University
1	Secure Socket Layer (SSL) / Transport Layer Security (TLS) Certificate	Ellucian

Note to Schedule A:

- ¹ The Software identified by this Note 1 is provided by Client pursuant to its direct license(s) with the licensor(s) of such Other Vendor Software for same. To the extent that this Schedule A identifies any software that was not licensed to Client by Ellucian ("Other Vendor Software"), Client's execution of the Order Form constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable

Ellucian to provide 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. Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in this 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 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 hosting services.

EXHIBIT 1

TERMINATED PERPETUAL SOFTWARE TABLE: ¹

Description
Banner Student (includes Self-Service)
Banner Financial Aid (includes Self-Service)
Banner Human Resources (includes Self-Service)
Banner Finance (includes Self-Service)
Ellucian Degree Works

Notes to the Terminated Perpetual Software Table:

¹ Prior to the Execution Date of this Order Form, Client was obligated to pay Ellucian certain fees for Software Support Services for the Terminated Perpetual Software, under a prior contract for support (the "Maintenance Agreement"). Client's obligation to pay Ellucian Software Support Services fees under the Maintenance Agreement for the Terminated Perpetual Software for the period after the Beginning Date is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable. Ellucian will continue to provide Client with Software Support Services for the Terminated Perpetual Software for payment of the subscription fee under the Order Form during the period from the Beginning Date through the earlier of (a) one (1) year following the Execution Date or (b) the date that Client begins to use the Cloud Software in production.

CONTINUING PERPETUAL SOFTWARE TABLE: ^{1,2}

Description	Maintenance Level	Base Year Fee (for Contract Year ending June 30, 2022)
Banner Workflow	Advantage	Included
Banner Document Management Integration Component	Advantage	Included
OpenText ApplicationXtender Desktop	Advantage	Included
OpenText ApplicationXtender Image Capture	Advantage	Included
OpenText ApplicationXtender Web Access.NET	Advantage	Included
Oracle Programmer	Advantage	Included
Oracle Relational Database Enterprise Edition	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE (initial Contract Year):		\$172,407
TOTAL SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2023):		\$181,027
TOTAL SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2024):		\$190,079
TOTAL SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2025): ³		\$199,583
TOTAL SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2026): ³		\$298,562

Notes to the Continuing Perpetual Software Table:

¹ Ongoing Software Support Services. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in advance, on the basis of a Contract Year. For each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year for which such Software Support Services fees are being remitted.

² Cloud Deployment of Continuing Perpetual Software. During the Software Term, for the Cloud Software subscription fees specified in this Order Form, Ellucian will make certain of the Continuing Perpetual Software

(as more particularly identified in Schedule A) available for Client's use on a remote basis from Ellucian-provided Equipment, all subject to the licensing terms otherwise applicable to the Continuing Perpetual Software that are otherwise provided for in the Agreement, and on the same terms and conditions as Ellucian makes the Cloud Software available for use by Client. The Ellucian-deployed version of the Continuing Perpetual Software will be deemed Cloud Software for the purposes of this Order Form.

- ³ The parties acknowledge that extension of Software Support Services for the Continuing Perpetual Software identified herein beyond June 30, 2024 is conditioned upon approval of such extension from the JLCB as provided in the Order Form.

TERMINATED SOFTWARE SUPPORT SERVICES TABLE: ¹

Description
Oracle Internet Application Server Enterprise Edition
Oracle Internet Developer Suite

Notes to Terminated Software Support Services Table:

- ¹ Conditioned upon execution of this License Exchange and Enhancement Order Form by the deadline shown on the signature page hereof, Ellucian's obligation to provide Software Support Services, and Client's obligation to pay Software Support Services fees, for the Oracle Software identified in the Terminated Software Support Services Table will end effective June 30, 2021 such that these products are not included within the definition for Continuing Perpetual Software. Neither party will owe the other any prospective obligations for the products identified in this Note 3 from and after June 30, 2021 (Client will remain liable for payment of Software Support Services fees attributable to such products through that date).

STATEMENT OF WORK (FOR BANNER MANAGED CLOUD TRANSITION SERVICES)

ONBOARDING SERVICES

The Cloud Services project manager is responsible for coordinating the Cloud onboarding activities of the overall ERP Cloud implementation project from Ellucian.

Cloud Services Project Manager Roles & Responsibilities:

- To establish a team from Ellucian Cloud Services to plan, direct, and coordinate the move to an Ellucian Cloud product.
- To serve as the primary point of contact from Cloud Services during the lifecycle of the onboarding and to be responsible for the following tasks:
 - Implementation of Cloud Services protocols for the duration of the onboarding.
 - Management of Ellucian onboarding project deliverables.
 - Oversight and coordination of communication between the Ellucian Cloud teams and the Customer technical team.
 - Creation of a jointly developed onboarding project plan working closely with the professional service team and customer that aligns with the service (< 12 months).
 - Management of Cloud scope and delivery timetables to be consistent with the objectives of the onboarding and related activities.
 - Establishment and adherence to effective project controls, processes, and procedures.
 - Monitor progress and reporting the status of the onboarding plan activities to all stakeholders.
 - Partnering with the professional services team to ensure the successful move of Customer data to Cloud environments.
 - Coordination and planning of go-live activities and scheduling of the Ellucian Cloud teams and the Customer technical team. Upon successful completion of the Onboarding Project, hand off to Customer Success team.

MCNEESE STATE UNIVERSITY
("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** and Client agree that the most recent underlying agreement between the parties related to licensing software and/or providing software support services or maintenance ("Agreement"), amended as follows, will apply to the attached Order Form(s), each of which will constitute a separate and independent contract between the parties to the Order Form. "Ellucian" means, in each instance, the Ellucian entity that enters into an Order Form with Client. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for each of the attached non-cancelable Order Form(s). Except as amended by the Order Form(s), the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form(s) are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

Payment Terms: Client's payments under the attached Order Form(s) are due within thirty (30) days of the date(s) of invoice(s).

The pricing contained in the attached Order Form(s) is valid only if the Execution Date occurs on or before June 30, 2021.

Ellucian
By: DocuSigned by:
John McMonagle
Authorized Signature
Name: John McMonagle
Printed
Title: VP, Chief Accounting Officer
Date: 6/30/2021

Client
By: Roxane Fontenot
Authorized Signature
Name: Roxane Fontenot
Printed
Title: Purchasing Director
Date: 6/30/21

The later date of signature above is the "Execution Date" for each of the attached Order Forms.

PERPETUAL SOFTWARE ORDER FORM

ELLUCIAN COMPANY L.P.

Client InformationClient Name **MCNEESE STATE UNIVERSITY**

Agreement The terms and conditions stated in the Agreement will apply to this Perpetual Software Order Form ("Order Form").

Client is granted a license to use the software described in the Perpetual Software Table below conditioned upon payment of the Total Perpetual Software License Fee stated in the Perpetual Software Table.

PERPETUAL SOFTWARE TABLE:

Description	Source Code Licensed?	Software Supplement	License Fee
Oracle Software – Application Specific Full Use Campus Wide ¹ <ul style="list-style-type: none"> • Oracle Diagnostics Pack (9,494 Named Users Plus) • Oracle Tuning Pack (9,494 Named Users Plus) 	No	Oracle Software Supplement - Application Specific Full Use Campus Wide	\$83,073
TOTAL PERPETUAL SOFTWARE LICENSE FEE:			\$83,073

Notes to Perpetual Software Table:

¹ Subject to the restrictions and limitations of this Order Form, including without limitation the terms and conditions in the Oracle Software Supplement, as of the Execution Date, if Client exceeds the limitations or restrictions as otherwise specified in connection with the Oracle Software license (including without limitation the number of processors and/or Named Users Plus), or otherwise modifies the Equipment configuration (i.e., multi-core processor chips are contemplated), then additional fees may be assessed and/or additional terms and conditions may be imposed by Ellucian and/or Oracle Corporation.

Invoicing: Ellucian will invoice Client for the Total Perpetual Software License Fee on or after the Execution Date.

Use of Client Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, client data solely for the purposes of performing Ellucian's obligations under this Order Form and complying with applicable law; (b) to use and otherwise process client data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from client data and data that has been combined into databases which may 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.

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

**ORACLE SOFTWARE SUPPLEMENT
APPLICATION SPECIFIC FULL USE CAMPUS WIDE**

1. Additional Definitions.

“Ancillary Programs” are defined as those third party materials specified in the program documentation which may only be used for the purpose of installing or operating the Oracle Software with which the Ancillary Programs are delivered;

“Connector” is defined as each connector connecting the applicable Oracle Software product with an external software application or product. A unique Connector (that is, a Connector specific to the external software application or product in question) is required for each external software application or product with which the applicable Oracle Software product is required to interface.

“Employee User” is defined as an individual, who is an employee or contractor of Client and who is authorized by Client to use the applicable Oracle Software product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable Oracle Software product at any given time.

“External User” is defined as an individual, who is not an employee or contractor of Client, but who is authorized by Client to use the applicable Oracle Software product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable Oracle Software product at any given time.

“Named User Plus / Named User” is defined as an individual authorized by Client to use the applicable Oracle Software products identified in the Perpetual Software Table in this Order Form which are installed on a single server or multiple servers, regardless of whether the individual is actively using the applicable Oracle Software products at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Oracle Software products, if such devices can access the Oracle Software products. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

For the purposes of the following Oracle Software products: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases, and Test Data Management Pack for Non-Oracle Databases, only the users of the Oracle Software product that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

“Oracle Software” means the Oracle Corporation (“Oracle”)-proprietary Component Systems identified in the Perpetual Software Table in this Order Form.

“Processor” will be defined as all processors where any of the Oracle Software products identified in the Perpetual Software Table in this Order Form are installed and/or running. Oracle Software products licensed on a processor basis may be accessed by Client’s internal users (including agents and contractors) and by Client’s third party users. The number of required licenses will be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each Oracle Software product are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Software products with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Oracle Software product (other than Standard Edition One programs or Standard Edition programs) on six (6) cores would require two (2) processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Oracle Software product on ten (10) cores would require ten (10) processor licenses (10 multiplied by a core processor licensing factor of 1.0 for "All other multicore chips" equals 10).

For the purposes of the following Oracle Software products: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases, and Test Data Management Pack for Non-Oracle Databases only the processors on which the Oracle Software product that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

2. Ownership. Oracle or its licensor owns the Oracle Software and all intellectual property rights in the Oracle Software

3. Restrictions on Use of Oracle Software. Client's use of the Oracle Software is subject to the following additional terms and conditions:

(a) Client has the right to use the Oracle Software only in Object Code form, only on the designated Equipment at the Location, and only to process data for Client's internal business operations. Client's use of the Oracle Software is restricted as may otherwise be provided for in the documentation for the Oracle Software program in question. To the extent any portion of the Oracle Software is delivered in Source Code form, use of such Source Code is subject to the terms and conditions of this Order Form;

(b) Client is prohibited from assigning, giving or transferring the Oracle Software and/or any services ordered in respect thereof to another individual or entity (and if Client grants a security interest in the Oracle Software, the secured party has no right to use or transfer the Oracle Software) and/or any services ordered in respect thereof;

(c) Client is prohibited from making the Oracle Software available in any timesharing, service bureau, hosting, outsourcing, subscription service or rental arrangement, in whole or in part;

(d) Client agrees that the Oracle Software is limited for use only in conjunction with the Licensed Software owned by Ellucian and cannot be modified for use with any third party application,

(e) Client agrees not to use the Oracle Software for any purpose except within the scope of the Licensed Software owned by Ellucian, in accordance with the restrictions set forth in the Agreement;

(f) Client acknowledges that the Oracle Software is proprietary to Oracle and is supplied by Ellucian under license from Oracle. Title to the Oracle 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 this Order Form, no right, title or interest in or to the Oracle Software is granted to Client;

(g) Client will not reverse engineer (unless required by law for interoperability), disassemble or decompile the Oracle Software, in whole or in part, (including but not limited to review of data structures or similar materials produced by the Oracle Software), nor will Client (i) duplicate the Oracle Software except to make a sufficient number of copies of each Oracle Software program for Client's licensed use and one copy of each Oracle Software program media; or (ii) remove or modify any of the Oracle Software markings or any notice of Oracle's or its licensors' proprietary rights;

(h) ORACLE WILL NOT BE LIABLE FOR: (i) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL, ARISING FROM CLIENT'S USE OF THE ORACLE SOFTWARE OR RELATED MATERIALS; (ii) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE ARISING FROM THE USE OF THE ORACLE SOFTWARE.

(i) Client is prohibited from publishing any result of any benchmark tests run on the Oracle Software;

(j) 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 Software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

(k) Client acknowledges and agrees that Oracle is a third party beneficiary of this Order Form with regard to the Oracle Software;

(l) Client acknowledges and agrees that Oracle is not required to perform any obligation or to incur any liability unless expressly specified in this Order Form;

(m) On the yearly anniversary of the Execution Date, Client must report to Ellucian, in such format as Ellucian may then require, the number of Client full-time and part-time students, faculty and staff, and further, must acquire such additional Named User Plus licenses as are required to account for any additional Client full-time and part-time students, faculty and staff in excess of the amount of Named User Plus Licenses that have already been obtained by Client as of such date.

(n) Client acknowledges and agrees that Ellucian will be permitted, upon reasonable request, to periodically audit Client's use of the Oracle 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 report the audit results to Oracle or to audit Client's use of the Oracle Software to Oracle; Client will cooperate with each such audit and provide reasonable assistance and access to information in the course of 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 this Order Form. Client will bear its own expenses in connection with any such audit, whether conducted by Ellucian or Oracle;

(o) Subject to the limitations provided for in this Section, while Client is obtaining Baseline Oracle Software maintenance from Ellucian pursuant to a separate written Software Support Services Order Form between Client and Ellucian, Client is extended the privilege of accessing Oracle's MetaLink and can access and use the features and links available on MetaLink; PROVIDED, however Client is prohibited from creating technical assistance requests, including "TARs" and "SRs" (as those terms are defined by Oracle), and cannot otherwise obtain support directly from Oracle as a maintenance client of Ellucian. Specifically, and without limitation, while Client is obtaining Oracle Software maintenance through Ellucian, Client is prohibited from downloading any Oracle Software (including any patches or enhancements) using MetaLink. Ellucian reserves the right to suspend and/or eliminate Client's ability to access MetaLink, without prior notice, in the event that Oracle suspends or eliminates MetaLink, or if Oracle requires Ellucian to suspend or eliminate such privilege. In addition, such Baseline Oracle Software maintenance will be provided consistent with Oracle's technical support policies in effect at the time the services are provided. Oracle's technical support policies can be accessed at <http://oracle.com/contracts>;

(p) Client acknowledges and agrees that the Uniform Computer Information Transactions Act will have no applicability to this Order Form, including the Oracle Software licensed hereunder;

(q) **Internet Access.** Client is permitted to have an unlimited number of internet users to access any of the Campus Wide - Application-Specific Full Use Oracle Software listed in the Perpetual Software Table in this Order Form, provided the access is for viewing, querying, or adding data associated with Client's administrative, teaching, research or community service functions;

(r) **OAI and WDP Membership.** Client's teaching departments may participate in the Oracle Academic Initiative (OAI) and/or the Oracle Workforce Development Program (WDP) or successor Oracle Software that may

replace OAI/WDP. The OAI/WDP membership fee will be waived for any department that elects to incorporate Oracle programs into its classroom teaching. Teaching departments may apply for the free membership at <http://oai.oracle.com> or <http://workforce.oracle.com>. Once the teaching department is established as an OAI/WDP member, the department will be licensed to use the programs available under OAI/WDP for the purposes set forth in the applicable agreement;

(s) **Certain Additional Usage Restrictions.** The Oracle Software may not be used for any non-medical school functions of an associated medical center or university hospital (e.g., patient management and billing);

(t) In connection with Ellucian's warranty obligations relating to the Oracle Software, Client must, as a prerequisite to receiving any such warranty coverage, notify Ellucian of a Documented 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 Software licensed hereunder may be brought more than eighteen (18) months after the cause of action has accrued;

(u) Certain third party technology may be appropriate or necessary to operate some Oracle 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 only for use with the Licensed Software and under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this Order Form;

(v) 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 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 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;

(w) Without limitation, Client's right to use the Oracle Software is subject to the user limitations (e.g., but without limitation, "Named Users," "Concurrent Users," "Employee Users," "External Users," and the like) and product limitations (e.g., use of a Connector is limited to use with the external software application or product for which such Connector's use has been licensed) provided for in the Order Form to which this Supplement is appended;

(x) In licensing the Oracle Software, Client has not relied on the future availability of any Oracle-provided programs or updates;

(y) At the termination or expiration of this Order Form for any cause whatsoever, Client shall discontinue its use of the Oracle Software and shall deliver the Oracle Software, including all archival or other copies of the Oracle Software, to Ellucian in accordance with the applicable provisions of this Order Form and shall forfeit all rights to use the Oracle Software in any way.

SOFTWARE SUPPORT SERVICES ORDER FORM**ELLUCIAN COMPANY L.P.****Client Information**

Client Name **MCNEESE STATE UNIVERSITY**
 Agreement The terms and conditions stated in the Agreement will apply to this Software Support Services Order Form ("Order Form").

In connection with the software identified in the Software Support Services Table below, Ellucian will provide Client with Software Support Services for the baseline software pursuant to this Order Form at the fees provided herein. Software Support Services means, collectively, maintenance, improvements, and new releases as those terms are defined in the Agreement. The term "Contract Year" shall mean each period of twelve (12) months beginning July 1 and ending June 30 through the Expiration Date specified below.

Client is obtaining Software Support Services for the following additional software for the fees stated in the Software Support Services Table and the notes thereto (below):

SOFTWARE SUPPORT SERVICES TABLE:

Third Party Software @ Advantage Maintenance Level	Base Year Fee
Oracle Software – Application Specific Full Use Campus Wide ¹ <ul style="list-style-type: none"> • Oracle Diagnostics Pack (9,494 Named Users Plus) • Oracle Tuning Pack (9,494 Named Users Plus) 	\$17,445
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE (initial Contract Year):	\$17,445
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2023):	\$18,317
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2024):	\$19,233
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2025): ²	\$20,195
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE (Contract Year ending June 30, 2026): ²	\$21,205

Notes to Software Support Services Table:

- ¹ Oracle Software Support Services Fees are calculated based upon the Named Users Plus configuration identified in the table contained in the Perpetual Software Order Form executed on or about the Execution Date and the license fees payable thereunder. Any variation between the Named User Plus configuration actually utilized by Client and the equipment configuration contained in the Perpetual Software Order Form may result in additional Software Support Services Fees due for the Oracle Software.
- ² The parties acknowledge that extension of Software Support Services under this Order Form beyond June 30, 2024 is conditioned upon approval of such extension from the JLCB as provided herein.

In performing the Software Support Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

For the software described in the Software Support Services Table above, Ellucian's obligation to provide Software Support Services and Client's obligation to make payment for such Software Support Services shall each commence on July 1, 2021 (the "Commencement Date") and continue through **June 30, 2024 (the "Expiration Date")**, inclusive. At the option of the Client and acceptance of Ellucian, the Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions and at the annual rates shown by Contract Year in the Software Support Services Table above.

Prior to the extension of the Agreement beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget ("JLCB") or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the initial thirty-six (36) month term. Total Agreement time may not exceed sixty (60) months.

Invoicing: (a) The Total Base Year Software Support Services Fee stated above is the total that will be invoiced by Ellucian for Software Support Services fees for a full initial Contract Year but will be prorated, if applicable, depending upon the exact Execution Date hereof, to cover the Software Support Services fees due hereunder for the period from the Commencement Date through June 30, 2022. For each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in annual invoice(s) and may increase by not more than 5% over the amount payable for Software Support Services for the immediately preceding Contract Year.

(b) Following the Expiration Date specified herein, unless the parties have negotiated a new agreement or an extension of or modification to the terms hereof for Software Support Services for the post-Expiration Date time period (in which event the pricing stated in such written new agreement, extension, or modification shall govern fees for Software Support Services post-Expiration Date), Ellucian shall be under no obligation to continue to provide Software Support Services (and therefore Client shall have no prospective (new) liability for payment for Software Support Services) post-Expiration Date.

Maintenance Standards: The hours during which Software Support Services will be provided for the Baseline Software, the targeted response times for certain defined categories of Software Support Services calls for the Baseline Software, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Software Support Services for the Baseline Software are specified in further detail in the Resource Library Section at: www.ellucian.com/contracts-and-documentation. To the extent that a different Maintenance Standard applies to certain Baseline Software than that which applies to others, the Maintenance Standard applicable to the Baseline Software will be described in the Software Support Services Table.

Agenda Item #15

Review of Louisiana Infrastructure Technical Assistance Corporation's program guidelines



LOUISIANA **INFRASTRUCTURE TECHNICAL ASSISTANCE** CORP.

707 NORTH 7TH STREET BATON ROUGE, LOUISIANA 70802

Louisiana Infrastructure Technical Assistance Corporation

Program Administration & Drawdown Request

Submitted to:

The Joint Legislative Committee on the Budget

By:

The Louisiana Infrastructure Technical Assistance Corporation

On:

October 12, 2023

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**REQUEST FOR PROPOSALS:
TECHNICAL ASSISTANCE PROGRAM**

REQUEST FOR PROPOSALS

BY

**LOUISIANA INFRASTRUCTURE TECHNICAL
ASSISTANCE CORPORATION (LITACorp)**

RFP #: LITACorp 01-2022

**Proposal Due Date/Time:
December 16, 2022 at 5:00pm CT**

For

**GRANT APPLICATION AND GRANT
ADMINISTRATIVE SUPPORT SERVICES**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing a wide range of grant application and grant administration consulting services to assist local Political Subdivisions served by LITACorp. LITACorp is seeking proposals from providers of the defined consulting services to provide temporary Contract Staff for grant application and grant administration assistance and services as described in **Section 2.1 Scope of Work/Services**.

This RFP will qualify Proposers for assisting LITACorp to plan, analyze, implement, maintain and support the provision of matching funds dedicated to Louisiana Political Subdivisions who successfully acquire grants through the federal Infrastructure Investment and Jobs Act (IIJA), otherwise known as the Bipartisan Infrastructure Law (BIL). This RFP presents functional Areas as described in **Attachment II – Staffing Support Areas** of this RFP which identifies Support Areas where temporary Contract Staff may be needed by Political Subdivisions. LITACorp plans to meet this need by issuing this competitive RFP leading to the execution of multiple Staffing Support Contracts. Once these Contracts are established, LITACorp will be able to engage the Contractors to access the required personnel as directly and efficiently as possible.

1.2 Background

LITACorp is a Louisiana Non-profit Corporation that has entered a Cooperative Endeavor Agreement through the Office of the Governor, Division of Administration, as approved by the Joint Legislative Committee of the Budget. LITACorp establishes, coordinates, and implements those Matching Funds appropriated by the Louisiana State Legislature by ACT 497 of the 2022 Regular Legislative Session to assist Political Subdivisions to successfully apply and receive Infrastructure Investment and Jobs Act (IIJA) grants and to assist with State-provided matching funds where necessary or expedient.

LITACorp has the authority and responsibility as designated by the Executive Branch for qualifying and managing the professional consulting staff who will assist in the acquisition and administration of grants payable to Political Subdivisions and who will also assist in applying for Matching Funds provided through ACT 497 and administered through LITACorp.

LITACorp's mission is to implement processes designed to leverage State funds to effectuate and expedite Political Subdivisions ability to acquire Matching Funds to take advantage of IIJA grants made available to them. The mission will require a flexible means of rapidly obtaining quality personnel to provide the grant acquisition and administration

services required.

1.3 Goals and Objectives

LITACorp's goal is to have a flexible means of obtaining temporary staffing resources quickly, efficiently and cost effectively.

1.4 Term of Contract

The term of any Contract resulting from this solicitation shall be for an initial period of twelve (12) months to begin on or about January 2, 2023, to end December 31, 2023, unless otherwise terminated in accordance with termination provisions of the Contract. At the option of LITACorp (as may be approved by LITACorp) and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and Conditions. Total Contract time may not exceed sixty (60) months.

1.5 Definitions

Agency. Any department, commission, council, board, office, bureau, committee, institution, agency, government, or other establishment of a Parish or Municipality of Louisiana authorized to participate in any contract resulting from this RFP.

Client(s). A Political Subdivision that has applied for LITACorp assistance in acquiring technical assistance or participating in the matching funds program to support applications for IJJA grants.

Contract. A legal binding agreement between LITACorp and the awarded Contractor(s).

Contractor. Any person having a contract with LITACorp or a Political Subdivision as defined. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

Contract Staff. Temporary “staff” or “personnel” assigned to work for a Political Subdivision under a binding agreement between LITACorp and the awarded Contractor.

Contractor Team Member. Any person employed by or who is a subcontractor to a Contractor, and who otherwise qualifies to perform services within a Staffing Area.

Discussions. For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

LITACorp. The non-profit corporation serving as a non-governmental organization performing government functions as directed or contracted for by the Executive Branch.

LITACorp Project Manager. The principal point of contact on behalf of LITACorp concerning Contractor's performance under a specific Task Order; Oversees all activities involved in a specific task order.

May. The term denotes an advisory or permissible action per La. R.S. 39:1556(33).

Must. The term denotes mandatory requirements.

Political Subdivision. Means a Louisiana Municipality or Parish duly organized under the Constitution and laws of Louisiana.

Proposal. A submission by the Proposer to enter into a Contract with LITACorp to supply and support the products and/or services described, in accordance with the RFP specifications.

Proposer. A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

Shall. The term denotes mandatory requirements.

Should. The term denotes a desirable action.

SOW. Statement of Work, which is provided in a Staffing Support Task Order, is a written statement prepared by LITACorp that specifically describes the phases of work or services, major tasks or areas of responsibility the Contractor is to perform during a stated period of time. Statement of Work shall identify specific objectives that the Contractor is to attain and describe in detail the deliverables that the Contractor is to provide.

Staffing Support Area. The term denotes the classification of services into several functional specific groupings.

Staffing Support Provider. The term denotes a Contractor that can offer temporary staff support in a specific Staff Support Area.

Staffing Support Task Order or Task Order. The term denotes a supplementary contractual and obligating document providing the issuances of orders for the performances of tasks during the contract period.

Subcontractor. Any third-party agency engaged by the Contractor to fulfill any of its

obligations under the contract awarded as a result of this RFP.

Staffing Support Contract. A Contract that results from this RFP.

1.6 Schedule of Events

1. RFP posted to the LACPC bid platform at <https://lamats.eauctionservices.com> and Blackout Period begins: December 2, 2022
2. Deadline to receive written inquiries: December 7, 2022 at 5:00pm CT
3. Deadline to answer written inquiries: December 9, 2022 at 5:00pm CT
4. Proposal Closing Date: December 16, 2022 at 5:00pm CT
5. Oral discussions with Proposers: December 21, 2022
6. Best and Final Offer with Proposers: December 22, 2022
7. Notice of Intent to Award to be issued to be scheduled: December 23, 2022
8. Contract Initiation to be scheduled: January 2, 2023

NOTE: LITACorp reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in downloadable format on the LACPC bid platform at <https://lamats.eauctionservices.com>.

It is also available in PDF format or in printed form by submitting a written request to the LITACorp Contracting Officer. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the LACPC bid platform at <https://lamats.eauctionservices.com> frequently for any possible addenda that may be issued. LITACorp is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received in hard copy (printed) form by LITACorp no later than the date and time shown in the **Schedule of Events**.

Important – Clearly mark the outside of any envelope, box or package with the following information and format:

Proposal Name: LITACorp Grant Application & Administration Staffing Support

File Number: LITACorp 01-2022

Proposal Closing Date and Time: December 16, 2022, at 5:00pm CT

Proposals may be mailed through the U.S. Postal Service to the LITACorp, 707 North 7th Street, Baton Rouge, LA 70802, and emailed to leslie@LITACorp.org.

If delivering by U.S. Postal Service to the address listed above, please allow sufficient time for the mail to then be transmitted to LITACorp. LITACorp must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events** of this RFP. Proposals may be delivered by hand or courier service to LITACorp's physical location at:

Leslie Anne Durham, Executive Director
LITACorp
707 N Seventh St.
Baton Rouge, LA 70802
leslie@LITACorp.org

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to LITACorp's physical location. LITACorp is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of any security requirements for the LITACorp building and allow time to be identified and to gain entry.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

1.8 Proposal Response Format

Proposals submitted for consideration should follow the format, order of presentation and address each of the requirements described in this RFP. Proposals should be clear, concise, and responsive to all requirements and instructions.

Proposers may submit a proposal for any or all of the listed Staffing Support Areas. It is permissible to submit one (1) proposal for multiple Staffing Support Areas. When

responding to multiple Staffing Support Areas within a single proposal, the information requested in Section **2.5.2.1** Mandatory Requirements must be provided for each Staffing Support Area being proposed. The information requested in **Tab 4 Proposed Staffing Support** shall be provided for each Staffing Support Area being proposed. Each Staffing Support Area proposed will be scored separately and independently.

The Financial proposal should be packaged and labeled separately from the Technical Proposal. Financial Proposal information must meet all the requirements in **Section 1.8.2 Financial Proposal**.

1.8.1 Technical Proposal

The format and sections of the Technical Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary in order to permit the effective evaluation of proposals.

Technical Proposal Content Checklist

- Title Page
- Cover Letter
- Table of Contents
- TAB 1 – Executive Summary
- TAB 2 – Proposer and Subcontractor(s) Corporate Information
- TAB 3 – Certification Statement
- TAB 4 – Proposed Staffing Support
- Attachment 1: Optional Marketing Materials
- Attachment 2: Contract Edits

The following sections explain the content that is required in each section of the Technical Proposal.

A. Title Page

The Title Page should be placed as the front cover and/or insert and should include:

1. Title of the RFP
2. RFP due date
3. Proposer's name
4. The inscription "Technical Proposal"
5. Staffing Support Area(s) being proposed

B. Cover Letter

Cover Letter: The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. The Cover Letter should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with LITACorp.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon LITACorp's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to the LITACorp before contract award.

2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.

3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. A copy of the applicable document must be submitted to the LITACorp before contract award.

4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on their behalf.

The cover letter should also:

- * Identify the submitting Proposer and provide their federal tax identification number.
- * Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer.
- * Identify the name, title, address, telephone number, fax number, and email address of the person who will function as the primary contact for the Proposer.
- * Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

C. Table of Contents

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

D. TAB 1 – Executive Summary

The Proposer should condense and highlight the contents of the Technical Proposal in this section. The Executive Summary should provide a concise summary of the qualifications presented to meet LITACorp's requirements.

E. TAB 2 – Proposer and Subcontractor(s) Corporate Information

This section should include the following subsections related to the Proposer:

Company Overview

In this section, a Proposer should describe its business operations such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners/officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and government experience providing Consulting Staff Support services, with an emphasis on services provided in Louisiana.

Financial Strength

The Proposer should provide details regarding its total annual revenue, profit and cash flow, including audited financial statements for the past three (3) years. Proposer should submit the most recent Dun & Bradstreet (D&B) Business Information Report™ for the firm. Submission of the D&B Number without the full report is insufficient. If the Proposer is not registered with D&B, Proposer may submit three (3) current written, positive credit references, in the form of signed and dated standard business letters from clients with which the Proposer has done business in the past five (5) years.

Integrity

Proposer should discuss the reasons why it feels the organization and the individuals within the organization are of high integrity and operate in a culture of high integrity. Proposer should highlight those points that would demonstrate the organization's

integrity.

Proposer should provide a statement of whether the firm or any individual who will perform work under the Contract has a possible conflict of interest (e.g., employment by LITACorp) and, if so, the nature of the conflict. Proposer should provide a statement of whether, in the last ten (10) years, the firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or has undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

Proposer Experience

Proposer should discuss its commitment to the RFP framework and any related IJA processes. This should be followed by a summary of Proposer's experience in providing federal grant staffing support. The information provided should include the following details for at least five (5) engagements: the grant program involved, number of staff provided, type of government agency, grant size or budget involved, and duration of engagement. Additionally, the Proposer must provide a list of grant applications that were applied for and awarded over the past three years, including the federal agency, program name, funding amount received, and year of award.

Staffing Support Resources

Proposer should describe the total size of its workforce and revenue, as well as the number and types of staff placed with public sector clients and revenue generated from public sector clients. Proposer should address its commitment to employee training and to encouraging certification/qualification at the individual level in technical specialties.

Subcontractor Company Overview

The Proposer should list all subcontractors and describe business operations such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners/officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and government experience providing Staff Support services in the RFP Staffing Areas described herein.

Subcontractor Background History

Proposer should describe each subcontractor's business operations and provide a brief history of the company, discussing sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, and industry focus. In addition, Proposer should describe subcontractor's experience in providing Staffing

Support, including types of Political Subdivision projects supported, staff available for assignment and types of government projects served.

Subcontractor Financial Strength

Proposer should provide evidence that each subcontractor has the financial capacity to provide its portion of the offered services. The Proposer should provide details regarding each subcontractor's total annual revenue, profit and cash flow, including audited financial statements for the past three (3) years. The financial statements should include an income statement and balance sheet, and preferably a cash flow statement for each of the three (3) years.

Subcontractor Contact Information

Proposer should provide the name, address, telephone number, fax number, and email address of the contact person for each subcontractor.

F. TAB 3 – Certification Statement

The Proposer shall sign and submit one (1) original Certification Statement (see **Attachment V**) and all information required by the Certification as part of the proposal submission.

G. TAB 4 – Proposed Staffing Support

Proposer shall address its approach to the Staffing Support Areas being proposed. This section should provide LITACorp with an understanding of how Proposer ensures that the work performed by its resources is of the highest quality.

Proposers shall clearly describe their capacity for providing the types and numbers of resources in the staffing support areas being proposed that may be required at any time over the life of the resulting engagements. Proposers shall include:

The size of its current workforce; the methodology used to identify, recruit and acquire additional resources that may be required to augment its current staff; its ability to rapidly provide qualified candidates; its methodology for developing, motivating, rewarding and retaining a well-trained, highly qualified workforce; its capabilities to meet sourcing requirements that may arise in the future which might involve technology LITACorp does not currently own and may not be aware of at the present time.

Proposer may also include a statement of its ability to commit key personnel for the full term of the contract and its plan for doing so.

I. Attachment 1 – Optional Marketing Materials

Proposer may place no more than two (2) pages of marketing materials per Staffing Support area in Attachment 1 in the hard copy proposal. Electronic copies of additional (optional) marketing materials may be placed in this section on the Technical Proposal USB flash drive.

J. Attachment 2 – Contract Edits

Proposer should review **Attachment VI: Sample Generic Contract of this RFP** and provide any proposed changes to the documents in this section. Proposer may either reference the section of the Contract and provide only the old and new verbiage in this section or may place the entire Contract in this section with proposed changes highlighted. In no event should a Proposer submit its own standard contract terms and Conditions as a response to this RFP.

The Proposer should submit with its proposal any exceptions or specific Contract or Task Order deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s). The proposal should include a positive statement of acceptance of contract terms and Conditions if no changes are required.

Mandatory contract terms have been identified in **Section 1.24** of this RFP. Proposer shall accept those terms in their entirety.

1.8.2 Financial Proposal

The format and sections of the Financial Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary to permit effective evaluation of proposals.

Financial Proposal Content

1. Title Page
2. Table of Contents
3. TAB 1 – Executive Summary
4. TAB 2 – Hourly Rate Table

All project assumptions should be placed in the Technical Proposal. The following sections explain the content required in each section of the Financial Proposal.

A. Title Page

The Title page should be placed as the front cover and/or insert, and should include:

1. Title of the RFP
2. RFP due date
3. Proposer's name
4. The inscription, "Financial Proposal"
5. Staffing Support Area(s) being proposed

B. Table of Contents

Each Financial Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

C. TAB 1 – Executive Summary

Proposer should provide an overview of the Financial Proposal which describes any pricing approaches and discounts.

D. TAB 2 – Hourly Rate Table

Proposers shall complete **Attachment III: Hourly Rate Table** of this RFP by Staffing Support Area to offer rates for each of the Staffing Support Areas being proposed. To be eligible for an award in a Staffing Support Area, Proposer must include hourly rates for all Job Titles listed in that Staffing Support Area.

In providing hourly rates, Proposers should consider the varying skills and experience of staff which they may offer during the period of performance. Hourly rates proposed must be agreed to in the Staffing Support Contract.

Any anticipated travel or other expenses required to meet the RFP requirements must be included in proposed hourly rates.

Proposers shall complete the Hourly Rate Table as follows:

1. Do not change the formatting of any cell.
2. Enter Proposer's name on the first line, where indicated as "Please Enter Proposer Name:".
3. For each Job Title in the Table, enter an On-site Facility rate in Column labeled "On-site Facility", and a Contractor Remote Facility rate in Column labeled "Contractor Remote

Facility”.

1.9 Number of Response Copies

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

Five (5) additional copies of the Technical Proposal

Two (2) additional copies of the Financial Proposal

One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)

One (1) “searchable” electronic copy of the technical and financial proposals on two (2) separate USB flash drives

One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See Section 1.11 of this RFP)

1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The Financial Proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary may be rejected without further consideration or recourse.

For this procurement's purposes, the Louisiana Public Records Act (La. R.S. 44.1 et.) seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret

and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the Conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, LITACorp shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit LITACorp’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by LITACorp if a competing proposer or other person seeks review or copies of the Proposer’s confidential data. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) LITACorp and hold harmless LITACorp against all actions or court proceedings that may ensue which seek to order LITACorp to disclose the information.

LITACorp reserves the right to make any proposal, including proprietary information contained therein, available to State of Louisiana, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting in the evaluation of the proposal. LITACorp shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or

confidential proprietary information and the information may be considered public records.

1.12 Proposal Clarifications Prior to submittal

1.12.1 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP

1.12.2 Proposer Inquiry Periods

LITACorp expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries promptly.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. Without exception, all inquiries **MUST** be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered. Inquiries received after the established deadline shall not be entertained. Inquiries concerning this solicitation shall be delivered to LITACorp's Executive Director for this RFP,

Leslie Durham, by mail, express courier, hand, or email:
707 North 7th Street
Baton Rouge, LA 70802
leslie@LITACorp.org

Only the person identified above, or her designee has the authority to officially respond to Proposer's questions on behalf of LITACorp, including during the Blackout Period. Any communications from any other individuals are not binding. An addendum will be issued and posted at the LACPC bid platform at <https://lamats.eauctionservices.com>, to address all inquiries received and any other changes or clarifications to the solicitation.

Thereafter, all RFP documents, including the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer due to oral discussions with any LITACorp employee or consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. LITACorp is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposals.

Any person aggrieved in connection with the solicitation, or the specifications contained

therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Executive Director of LITACorp at least two (2) days prior to the deadline for submitting proposals.

1.12.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of LITACorp involved in any step in the procurement process about the affected procurement. The Blackout Period applies to LITACorp employees and to any Contractor of LITACorp. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.12.2 of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin December 7, 2022. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, LITACorp and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may LITACorp and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement. Any Bidder, Proposer, or LITACorp Contractor who violates the Blackout Period may be liable to LITACorp in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder. Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

LITACorp will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: LITACorp reserves the right to make corrections or clarifications due to patent errors identified in proposals by LITACorp or the Proposer.

LITACorp reserves the right to seek clarification from Proposers where deemed appropriate to understand the intent of certain points in one or more proposals. Any such clarification request and response will be provided in writing and maintained as part of the documentation for the respective proposal. Proposers must respond to requests for clarification within two (2) working days of request. Failure to do so may affect the Proposer's score or result in rejection of its proposal.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.17 Changes, Addenda, withdrawals

LITACorp reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. LITACorp also reserves the right to cancel or reissue the RFP. If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to LITACorp .

1.19 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by

LITACorp pursuant to the RFP.

1.20 Waiver of Administrative Informalities

LITACorp reserves the right, at its sole discretion, to waive administrative formalities contained in any proposal.

1.21 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by LITACorp to award a Contract. LITACorp reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of LITACorp to do so. Further, LITACorp reserves the right to cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from LITACorp.

In accordance with the provisions of La. R.S. 39:2192, in awarding Contracts after August 15, 2010, any public agency is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

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

1.22 Ownership of Proposal

All materials submitted in response to this request become the property of LITACorp. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by LITACorp and not returned to Proposers. Any copyrighted materials in the response are not transferred to LITACorp.

1.23 Cost of Offer Preparation

LITACorp is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and

shall not be reimbursed in any manner by LITACorp.

1.24 Non-negotiable Contract Terms

Non-negotiable Contract terms include but are not limited to taxes, assignment of Contract, audit of records, EEOC and ADA compliance, record retention, content of Contract/order of precedence, Contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.25 Taxes

Any taxes, other than State and local sales and use taxes, from which LITACorp is exempt, shall be assumed to be included within the Proposer's cost.

1.26 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, LITACorp reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.27 Prime Contractor responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. LITACorp shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

1.28 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its Contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire Contract.

If it becomes necessary for the prime Contractor to use subcontractors, LITACorp urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the LITACorp Project Manager. Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the

subcontractors must agree to be bound by the terms of the Contract. The prime Contractor shall assume total responsibility for compliance.

1.29 Written or Oral Discussions/Presentations

LITACorp, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, LITACorp reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final Contract.

Written or oral discussions/presentations for clarification may be conducted to enhance LITACorp's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions. LITACorp reserves the right to adjust the original scores based upon information received in the discussions/presentations, using the original evaluation criteria.

1.30 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a Contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.31 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.32 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the LITACorp Evaluation Committee for the purpose of selecting the Proposer(s) with whom LITACorp shall Contract. For each Staffing Support Area, an Evaluation Committee has been selected whose members have expertise in various areas. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The LITACorp Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to

serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of financial score data.

Written recommendation for award shall be made to the Executive Director of LITACorp for the responsible Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to LITACorp, price and other factors considered. LITACorp may award multiple contracts in each Staffing Support Area. The committee may reject any or all proposals if it is considered in the best interest of LITACorp.

1.33 Best and Final Offers (BAFO)

LITACorp reserves the right to conduct a BAFO with any Proposer determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposer selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist LITACorp in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposer. The written invitation will not obligate LITACorp to a commitment to enter into a Contract.

1.34 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to LITACorp's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a Contract, that proposal shall be rejected and LITACorp may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or Conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers. LITACorp must approve the final Contract form and issue a purchase order, if applicable, to complete the process.

1.35 Contract Award and Execution

LITACorp reserves the right to enter into a Contract without further discussion of the proposal submitted based on the offers received in this process. Further, LITACorp reserves the right to cancel or decline to enter into a Contract with the successful Proposer(s) at any time after the award is made. .

The RFP, including any addenda, and the proposal of the selected Contractor(s) will become part of any Contract initiated by LITACorp. Proposer should review **Attachment VI: Sample Generic Contract** of this RFP and provide any proposed changes to the

documents in this section. Proposer may either reference the section of the Contract and provide only the old and new verbiage in this section, or may place the entire Contract in this section with proposed changes highlighted. In no event should a Proposer submit its own standard contract terms and Conditions as a response to this RFP.

The Proposer should submit with its proposal any exceptions or specific Contract or Task Order deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s). The proposal should include a positive statement of acceptance of contract terms and Conditions if no changes are required. Mandatory contract terms have been identified in **Section 1.24** of this RFP.

Proposer shall accept those terms in their entirety. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and LITACorp in accordance with La. R.S. 39:198(J). If the Contract negotiation period exceeds thirty (30) days or if the selected Proposer(s) fail to sign the Contract within seven (7) calendar days of delivery of Contract, LITACorp may elect to cancel the award.

LITACorp may make multiple awards in each Staffing Support Area. Proposer(s) who have met the minimum TOTAL points required will be considered for selection in a Staffing Support Area.

1.36 Notice of Intent to Award

Upon review and approval of the Evaluation Committee's and Agency's recommendation for award, LITACorp will issue a "Notice of Intent to Award" letter to the apparent successful Proposer(s). The "Notice of Intent to Award" letter is the notification of the award of the Contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final Contract and approval by LITACorp. A Contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of LITACorp, LITACorp may elect to cancel the "Notice of Intent to Award" letter.

LITACorp will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, Evaluation Committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Executive Director of LITACorp, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.37 Debriefings

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with LITACorp.

Contact may be made by phone at 318-680-7387 or E-mail to leslie@litacorp.org.

1.38 Insurance Requirements

Contractor shall furnish LITACorp with certificates of insurance affecting coverage(s) required by this RFP in accordance with **Attachment VII: Insurance Requirements for Contractors** of this RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by LITACorp before work commences. LITACorp reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment VII: Insurance Requirements for Contractors** of this RFP for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.40 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force of nature. The parties shall use reasonable efforts to eliminate or minimize the effect of such events when performing their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully defend, indemnify and hold harmless LITACorp from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the 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 by LITACorp.

Contractor will indemnify, defend and hold harmless LITACorp, 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 LITACorp

in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that LITACorp 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 the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, LITACorp may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

- (i) LITACorp's unauthorized modification or alteration of a Product, Material, or Service;
- (ii) LITACorp's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) LITACorp's use in other than the specified operating Conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as LITACorp's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for LITACorp the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to LITACorp up to the dollar amount of the Contract. Any injunction that is issued against LITACorp which prevents LITACorp from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for LITACorp or provided to LITACorp one of the alternatives set forth in the foregoing sentence is cause for LITACorp to terminate the Contract. In the event of such termination, LITACorp will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. 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 back up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

LITACorp 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 and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.41 Payment

1.41.1 Payment for Services

A Contractor awarded a Staffing Support Task Order shall invoice LITACorp directly and payment shall be made by LITACorp directly to the Contractor in accordance with the payment terms agreed to in the Staffing Support Task Order. In no event shall LITACorp be liable for payments on behalf of any State Agency other than itself.

Payments will be made after receipt of a properly executed invoice approved by the Agency for submittal. Invoices shall include, but not be limited to, the contract and purchase order number, using Agency department and services/product. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.41.2 Late Payments

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

1.41.3 Electronic Vendor Payment Solutions

LITACorp desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via EFT payments sent directly from LITACorp's bank directly to the payee's bank. Please see **Attachment VIII: Electronic Vendor Payment Solutions** for additional information regarding electronic payment methods.

1.42 Termination

LITACorp has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Contract with LITACorp; (c) conflict of Contract provisions with Constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of

LITACorp, or any Political Subdivision served by Contractor; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.42.1 Termination of the Contract for Cause

LITACorp may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or Conditions of the Contract, or failure to fulfill its performance obligations pursuant to the Contract, provided that LITACorp 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then LITACorp may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LITACorp to comply with the terms and Conditions of the Contract, provided that the Contractor shall give LITACorp written notice specifying LITACorp's failure and a reasonable opportunity for LITACorp to cure the defect.

1.42.2 Termination of the Contract for Convenience

LITACorp may terminate the Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. LITACorp shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction based services up to the date of termination, to the extent work has been performed satisfactorily.

1.42.3 Termination for Non-Appropriation of Funds

The continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.43 Assignment

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

1.44 No Guarantee of Quantities

LITACorp reserves the right to increase/decrease the number of temporary Consulting Staff utilized as project requirements change. Neither LITACorp nor Agency obligates itself to Contract for or accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

1.45 Audit of Records

LITACorp auditors or, federal auditors, or others so designated by LITACorp, shall have the option to audit all accounts directly pertaining to the resulting Contract 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.

1.46 Civil Rights Compliance

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

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

1.47 Record Retention

The Contractor shall maintain all records in relation to the Contract for a period of at least five (5) years after final payment.

1.48 Record Ownership

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

1.49 Content of Contract/Order of Precedence

In the event of an inconsistency between the Contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.50 Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of LITACorp. Changes to the Contract include any change in; compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

1.51 Substitution of Personnel

LITACorp intends to include in any Contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a Substitution, that Substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to LITACorp for approval prior to any personnel Substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

LITACorp shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable. The Contractor's personnel assigned to a Task Order shall not be replaced without the prior written consent of LITACorp. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any LITACorp or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding

assignment to project outside the Contract, outside of LITACorp's or Contractor's reasonable control, as the case may be, LITACorp or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

1.52 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and Conditions; special terms and Conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.53 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.54 Proposer's Certification of No Federal Suspension or Debarment

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

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

1.54.1 Proposer's Eligibility

A statement of the Proposer's involvement in investigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental agency. If no such investigation, suspension or debarment exists, the proposer shall so state.

1.54.2 Continuing Obligation

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government agency, including General Services Administration (GSA). Failure to

disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.55 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.56 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of Facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.57 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency contained in the Energy Policy and Conservation Act (P.L. 94-163).

1.58 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of Facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.59 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work. Contractor further warrants that it has the right to provide and/or license its product to LITACorp and that it will operate in accordance with this solicitation. In the

event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and Conditions of the contract that results in the termination of the contract for cause by LITACorp, LITACorp will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.61 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify LITACorp if potential violations of the Code of Governmental Ethics arise during the Contract term.

1.62 LITACorp's Statements

Statements, acts and omissions made by or on behalf of the LITACorp regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Executive Director is discharging the Executive Director's duties and responsibilities under law, including, but not limited, to LITACorp's authority in procurement matters.

1.63 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with LITACorp and provide any and all requested information, documentation, etc. to LITACorp when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede LITACorp's right to audit or to withhold LITACorp-owned documents.

1.64 Security

Contractor's personnel shall comply with all security regulations in effect at LITACorp's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/LITACorp/Informationsecurity.aspx> and externally for materials and property belonging to LITACorp or to the project. Where special security precautions are warranted (e.g., correctional facilities), LITACorp shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to LITACorp any known breach of security.

1.65 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, the following applies to any

Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or agency that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other agency for reporting such refusal, termination, or commercially limiting actions. LITACorp reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.66 Key Internal Control Outsourcing

NOT REQUIRED FOR THIS RFP

1.67 Cooperative Purchase

NOT REQUIRED FOR THIS RFP

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

LITACorp is soliciting proposals from firms that are able to provide temporary Consulting support services in one (1) or more of the following Staffing Support Areas:

- a. Pursuing IIJA Grant Funding
- b. Managing Successful IIJA Grant Applications
- c. Project Management
- d. Professional Technical Support

LITACorp reserves the right to request additional related services as deemed necessary.

Additional information, including job titles and descriptions associated with each Staffing Support Area, may be found in **Attachment II: Staffing Support Areas**.

This RFP will be used to award Staffing Support Contracts for each Staffing Support Area.

LITACorp reserves the right to issue Task Orders for specific temporary staffing support

services identified by LITACorp.

Contracts resulting from this procurement shall not be construed to require LITACorp to use these Contracts exclusively for temporary Consulting Staffing Support. LITACorp reserves the right to procure such services using traditional procurement methods when it's in the best interest of LITACorp to do so.

2.1.1 Additional Staffing Support

LITACorp reserves the right to issue a Staffing Support Task Order for specific Consulting staff support services in any of the Staffing Support Areas identified in **Attachment II: Staffing Support Areas**.

2.1.1.1

LITACorp will utilize any of the following procedures prior to issuing a Task Order:

1. Prepare a Staffing Support Request for Response (RFR). An RFR is an informal process used to seek additional information to assist LITACorp in making a best value determination. The RFR may include, but is not limited to, the following:

a. A performance-based statement of work that includes such things as:

- i. the work to be performed;
- ii. location of the work;
- iii. period of performance;
- iv. deliverable schedule;
- v. applicable performance standards;
- vi. acceptance criteria;
- vii. any special requirements (e.g. security clearances, special knowledge, etc.).

b. a request for submittal of a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks;

c. a request for submittal of firm-fixed hourly rates for the service which are no higher than the hourly rates offered in the Staffing Support Contract.

2. LITACorp may issue a Task Order by allowing Contractors to give oral presentations in lieu of written response to an RFR. The RFR or invitation to present will be sent to all Tier One Contractors holding a contract in the pertinent Staffing Support Area. A minimum of one (1) week will be provided for submittal of a response to the RFR. A minimum of two (2) weeks will be provided to prepare an oral presentation. Each Contractor should respond to the RFR with either an RFR Response or a written notification that no RFR

Response will be submitted.

2.1.1.2 Evaluation and Selection

LITACorp will make a best value determination to place the Task Order with the Contractor that meets LITACorp's needs. The best value determination will consider pricing and such factors as the Contractor's:

technical qualifications;
administrative costs;
qualifications and experience of proposed staff;
compatibility with LITACorp's environment;
effective utilization of Contractor and all available resources;
understanding of LITACorp's needs.

2.1.1.3 Task Order

LITACorp will issue a Staffing Support Task Order using the model Staffing Support Task Order identified as Exhibit A which will incorporate LITACorp and project specific information as necessary. The Staffing Support Task Order will also incorporate a Statement of Work (SOW) specifying the details of the work to be performed and authorized under the Task Order. If agreement is not reached on the terms of the Task Order within ten (10) business days or if the selected Contractor fails to deliver the specified resources within ten (10) business days or an alternative schedule approved by LITACorp, LITACorp may elect to cancel the Task Order and issue the Task Order to the Contractor offering the next best value to LITACorp.

2.1.2 Infrastructure Types

The projects addressed under the awarded Contract(s) are limited to infrastructure types included in the Infrastructure Investment and Jobs Act (IIJA) (<https://www.govinfo.gov/app/details/PLAW-117publ58>).

2.2 Deliverables

Each Staffing Support Task Order issued shall specify the deliverables required from the Contractor for that Staffing Support Task Order.

2.3 Hourly Rate Table

Rates proposed by the Proposers shall be submitted on the Hourly Rate Table by Staffing Support Area furnished herein on Attachment III: Hourly Rate Table, of this RFP. Rates submitted shall be firm for the term of the Contract. In providing hourly rates, Proposers

should consider the varying skills and experience of staff which they may offer. Any anticipated travel or other expenses required to meet the requirements must be included in the proposed hourly rate.

2.4 Client/Location

The Task Order governing a specific assignment will specify the Political subdivision receiving assistance. The location(s) where the work and/or service is to be performed, completed and managed shall be defined in each Staffing Support Task Order.

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include rates per the Hourly Rate Table furnished in **Attachment II: Hourly Rate Table**, of this RFP.

2.5.2 Technical

2.5.2.1 Mandatory Requirements

The mandatory requirements are as follows:

Proposer must describe at least three (3) engagements in which the Proposer provided Staffing Support in each of the particular Staffing Support Area(s) for which the proposal is being submitted, within the past three (3) years. One (1) of the clients in the engagements listed above must have been in State or local government with an annual Consulting budget of at least \$10,000.00. All three (3) engagements should be production systems or environments, not initiatives that are still in development.

The Proposer must provide customer references for each of the engagements described in the preceding paragraph. The Proposer is to ensure that LITACorp is able to have appropriate access to the clients listed as references, by providing information such as contact name, address, telephone number, email address, etc.

All proposed subcontractors shall also provide three (3) business references that reflect their ability to deliver the services for which they are proposed. All references shall be provided in accordance with the requirements set forth in Attachment IV Format for submitting Proposer's References of this RFP. The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP. Any proposal that fails

to satisfy these requirements shall be considered non-responsive, and shall not receive further consideration.

2.5.2.2 Desirable Qualifications

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- * Describe Proposer's business operations such as the year founded; brief history of the company discussing current size in terms of staff, revenue, and profit; and principal owners/officers of the company (see **Section 1.8.1 TAB 2**).
- * Provide customer references for at least three (3) engagements in which Proposer provided Consulting staffing services in each of the particular Staffing Support Area(s) (see Attachment II – Staffing Support Areas) for which the proposal is being submitted, within the past three (3) years. One (1) of the clients in the engagements listed above must have been in State or local government with an annual Consulting budget of at least \$10,000. All three (3) engagements should be production systems or environments, not initiatives that are still in development.
- * Proposer's experience in providing Consulting staffing services. The information provided should include the following details for at least three (3) engagements: the Consulting operations environment and technologies employed, number of staff provided, type of business or government agency, size of client in terms of annual revenue or budget, and duration of the engagement.
- * Provide information demonstrating Proposer's financial stability such as total annual revenue, profit and cash flow, including audited financial statements for the past three (3) years, most recent Dun & Bradstreet (D&B) Business Information Report™ for the firm. (Submission of the D&B Number without the full report is insufficient). If the Proposer is not registered with D&B, Proposer may submit three (3) current written, positive credit references, in the form of signed and dated standard business letters from clients with which the Proposer has done business.
- * Provide the names of all proposed Subcontractors, their contact information, and three (3) business references for each proposed Subcontractor that reflect their ability to deliver the services for which they are proposed.
- * Provide for each proposed Subcontractor a brief history of their company, and information that would demonstrate financial strength and industry focus.
- * Describe each proposed Subcontractor's experience in providing Consulting staffing services, including Consulting operations environments supported,

number of staff available for assignment, and types of business or government entities served.

- * Information demonstrating the Proposer's understanding of the nature and scope of this project.
- * Provide Proposer's capacity for providing the types and numbers of resources in the staffing support areas being proposed that may be required at any time over the life of the resulting engagements (see **Section 1.8.1 H** of this RFP).
- * Any other information deemed pertinent by the Proposer including terms and Conditions which the Proposer wishes LITAC to consider.

PART III: EVALUATION AND SELECTION OF STAFFING SUPPORT CONTRACTORS

LITACorp shall conduct a comprehensive, fair, and impartial evaluation of all proposals received. LITACorp may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies.

LITACorp has established an Evaluation committee for each Staffing Support Area to review, evaluate, and verify information submitted by the Proposers. Each committee will evaluate only those proposals received for its Staffing Support Area. This section describes the evaluation methodology and criteria to be used to evaluate each proposal submitted. Consulting is LITACorp's intent to award multiple Contracts in each Staffing Support Areas.

Each evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation criteria Possible Points

Financial Proposal (Section 3.1) 30

Technical Proposal (Section 3.2) 70

Total Possible Points 100

The Proposal will be evaluated in light of the material and the substantiating evidence presented to LITACorp, not on the basis of what may be inferred. For a Proposer to proceed to the Financial Proposal evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.

The scores for the Financial Proposals and Technical Proposals will be combined to determine the overall score. Proposers must score a minimum of fifty (50) (out of one-hundred (100)) TOTAL points (Technical and Financial combined) to be considered for selection in a Staffing Support Area.

3.1 Financial Proposal

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

Financial Proposals will be opened only after all Technical Proposals have been evaluated. Financial Proposals for each Staffing Support Area will be evaluated independently of the other Staffing Support Areas. A maximum score of 30 points will be assigned in each Staffing Support Area based on the hourly labor rates submitted by the Proposer on the schedule provided in **Attachment III: Hourly Rate Table**. The Financial score will be calculated as follows:

- * The Proposer shall provide three (3) hourly rates for each of the job Titles in the Staffing Support Areas being proposed listed in Attachment III: Hourly Rate Table of this RFP. LITACorp has allocated a specific number of hours for each job Title for the purposes of computing a total cost for the Rate Sheet Model that can be factored in. These hours will be revealed in the sealed cost model. No additional rows may be added to this table and no Substitutions for a job Title or for the number of associated hours is allowed.
- * A proposer’s base Financial Score will be based on the financial information provided in **Attachment III: Hourly Rate Table of this RFP**. Consulting will be computed as follows:

$$BCS = (LPC/PC \times 30)$$

Where: BCS = Computed cost score (points) for Proposer being evaluated

LPC = Lowest proposed cost of all Proposers

PC = Total cost of Proposer being evaluated

FPP = Financial Proposal Points

3.2 Technical Proposal

A maximum of 70 points have been assigned for qualifications of the Proposer. items to be evaluated in each Staffing Support Area include but are not limited to: the depth and relevance of Proposer's experience in providing technical staff augmentation services; public sector experience; demonstrated commitment to employee training and certification in grant processes as well as technical specialties. Proposer responsibility will be determined by the firm's financial strength, stability, and integrity. The following criteria are of importance and relevance to the evaluation of this RFP and will be used by

the Evaluation committee in the evaluation of the Technical Proposal. Such factors include:

- * Company Background and Experience providing technical staff augmentation (40 Points)
- * Approach and Methodology used to identify, recruiting, train, and retain staffing resources (30 Points)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance requirements for the Staffing Support Contracts include:

- * Timely submittal of a RFR Response or written notification that no RFR Response will be submitted
- * Timely response to LITACorp's invitation to give an oral presentation. Specific performance requirements for each Staffing Support Task Order will be provided in the RFR or the invitation to give an oral presentation. Such performance requirements include the results to be achieved from the project, the deadlines for timely completion, and any special requirements for performance.

4.2 Performance Measurement

LITACorp will measure and evaluate the Contractor's Temporary Staffing Support Contract performance as follows:

- * Percentage of RFR Responses submitted
- * Response time
- * Timely resolution of problems
- * Accurate processing of invoices

For each Staffing Support Task Order, Contractor will provide day-to-day project management using best management practices for all tasks and activities. The Contractor will document and deliver to LITACorp the results and approval by LITACorp personnel of each completed assignment. LITACorp will measure the Contractor's performance by the quality of the completed assignment. Status reports will be delivered to LITACorp as requested. Status reports will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues. Status reports will be delivered to LITACorp upon request.

Attachment I:

INTENTIONALLY LEFT BLANK

Attachment II: Staffing Support Areas

The Staffing Support procurement method offers LITACorp a flexible means of contracting for temporary Consulting personnel (Staff). The job titles that can be contracted through this procurement method are classified into four (4) functional areas or Staffing Support Areas:

Area 1. Pursuing IIJA Grant Funding

The Consultant Team will provide the services necessary for Clients to pursue IIJA grant funding opportunities for viable projects under the IIJA ACT's specific requirements. The services will vary as competitive proposals may range from simple to complex depending upon the project or the program. Example services include:

- * Understand all grant eligibility information, application submittal requirements, grant portal system requirements, and all nuances to each grant application process;
- * Collect grant application instructions and information and tracking FAQs and guideline changes;
- * Prepare and manage grant application submittal schedule, milestones, and agency staff review/approval timeline to successfully submit grant applications by their stated due date
- * Request information and conduct research, including workshops and meetings related to the development and submission of grant applications
- * Organize facts, data, statistics, and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as appropriate;
- * Synthesize gathered information and transform it into compelling narratives, exhibits, attachments, and other supplemental materials appropriate to the specific grant programs and that demonstrate eligibility, need and competitiveness of the grant requests within the programs' guidelines;
- * Develop technically sound conceptual project cost estimates, if not readily available, to outline base cost of subject projects;
- * Conduct public outreach, if applicable, including public and stakeholder meetings, to fulfill grant programs' engagement requirements and to build community awareness of and support for Client members' efforts and projects;
- * Draft and obtain letters of support and build community/elected official engagement in advocating for project funding in timely, appropriate ways;
- * Provide project budgets and justifications in alignment with applicant policies and personnel guidelines and in conformance with grant solicitation requirements;
- * Conduct detailed benefit cost analyses as required by various grant programs;
- * Gather required environmental data;
- * Edit draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to applicant final review and submittal to

funder;

- * Ensure each grant package is prepared and submitted in a timely and complete fashion, with all elements adhering to grant requirements and evaluation criteria;
- * Conduct a QA/QC process to ensure accuracy and completeness;
- * Ensure Client members have access to grant submittal portals and, as needed, upload information into agency grant portals for members' convenience; and
- * Collect all materials prepared for any grant application and submit final versions to Client and applicant as part of a close-out process.
- * Assist with the coordination of regional and statewide projects to maximize impact and increase the competitiveness of submitted grant applications.

Area 2. Managing Successful IJA Grant Applications

As needed by Client members, the Consultant Team will provide services for complying with administrative requirements imposed upon winning grant applicants in return for their funding. These include actions such as assisting in:

- * Developing compliance policies and procedures required by grant programs;
- * Creating and/or maintaining project files that demonstrate compliance with all applicable federal, state, and local regulations;
- * Coordinating and managing the creation and submittal of all reports required of grant recipients by the awarding agency and/or state and federal law;
- * Streamlining reporting processes to ensure continued compliance and provide post-award grants administration and communicate these requirements to stakeholders to ensure cost recovery and compliance of expenditures using federal funds - while also minimizing administrative impacts to Client members;
- * Establishing internal financial tracking systems, if not yet established, to ensure funds are expended within established timelines;
- * Coordinating with stakeholders and applicants to obtain all cost and necessary backup documentation to develop grant submittals as well as required post-award compliance reporting;
- * Tracking and monitoring consultant's expended time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs, referencing all Federal regulations and policy guidance;
- * Monitoring and evaluating the progress of projects post-award in accordance with the approved scope of work and budget outlined in grant applications; and
- * Assisting as may reasonably be associated with grant management activities any project closeout documentation that demonstrates that the scope of grant-funded work was fully implemented, all obligated funds were expended appropriately, and grant conditions were implemented and documented as required.

Area 3. Project Management

Project management will include such actions as:

- * Overall management and coordination of a project, including management or coordination with Area 1, Area 2 and Area 4 Staff.
- * Provide detailed and periodic staff and management reports to Client and to LITACorp on the status of the scope of work including project identification & prioritization, project scope development, grant submissions/approvals, open issues, financial overview, and other activities;
- * Prepare formal responses and communications to Client and LITACorp, applicant, and constituent questions and inquiries;
- * Attend associated legislative and community meetings and hearings as needed;
- * Assist Client staff to advocate for changes in the allocation and distribution of funds at the regional and local levels to ensure Client member transportation priorities, projects, and planning needs are sufficiently funded;
- * Assist Client staff and LITACorp in strategizing, identifying, and prioritizing funding needs, including matching funds.
- * Meet regularly with Client staff and LITACorp to discuss potential grant application and management issues including identifying programs to pursue, appropriately scope projects and determine the best strategy to proceed.

AREA 4. Professional Technical Support

Will have the ability to provide, accommodate or secure professional design and technical support as follows:

- * Provide design professionals including Louisiana licensed Engineers, Architects or Interior Designers available on staff or as subcontractors to assist with creating and submitting those designs and specifications necessary to illustrate feasibility and costs required to successfully obtain grants; and
- * Assist in-house or third-party Design Professionals hired to finalize and certify plans and specifications, oversee procurement processes, or oversee construction.

Attachment III: Hourly Rate Table

To be eligible for an award in a Staffing Support Area, Proposers must include hourly rates for all Staffing Support Areas. Please note that a Proposer's Area 4 Charged Rate must be the same as the Paid Rate.

Attachment IV: Format for Submitting Proposer's References

Proposer should provide at least three (3) customer references. The references should be for providing Staffing Support services as described in **Section 2.5.2.1 Mandatory Requirements** of this RFP. Proposer should ensure that the State evaluation team is able to have appropriate access to the clients listed as references. All requested information regarding Proposer's References should be complete. If any requested information is not applicable for the reference, indicate such with "N/A".

Three (3) customer references should also be supplied for each proposed subcontractor. Each customer reference should include the following information:

1. Client Name
2. Customer type (city government, state government, university, corporation, etc.)
3. Brief description of the client, including history, corporate structure and organization, and number of years in business.
4. Description of Staffing Support services provided to the client. This should be a high-level description of the client's infrastructure assessment and the Proposer's responsibilities to address them.
5. Was the Proposer the prime contractor or the subcontractor?
6. Describe the technical environments supported (database, server environment, etc.).
7. Service dates: specify start and end dates for the engagement. If engagement is ongoing, indicate the expected completion date, or state that there is no predetermined end date.
8. Relevance: Describe how this experience is relevant to the one described in this RFP. List the applicable Staffing Support areas as provided in **Attachment II - Staffing Support Areas** of this RFP.
9. Reference: Provide the name, title, address, email, and telephone number of the person who can be contacted for reference verification.

Attachment V: Certification Statement (Form)

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of this Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT LITACorp requests that the Proposer designate one (1) person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date: _____

Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____) _____

C. US Mail Address: _____

The Proposer shall certify that the above information is true and shall grant permission to the LITACorp to contact the above-named person or otherwise verify the information provided. By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's Financial Proposal shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response;
5. Proposer understands that if contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer; and
6. Proposer shall certify, by signing and submitting a proposal, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133). (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: State: Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE _____

Attachment VI: Sample Generic Contract

STATE OF LOUISIANA File No. _____

PARISH OF _____ Solicitation No. _____

(NAME OF CONTRACT)

1. CONTRACT

Be it known, that effective upon approval by the Director of LITACorp, as evidenced by the Director's signature on this document, Louisiana Infrastructure Technical Assistance Corporation (hereinafter sometimes referred to as "LITACorp") and (Contractor's name and legal address including zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)

2.1. PERFORMANCE REQUIREMENTS

2.2. PERFORMANCE MEASUREMENT/EVALUATION

3. CONTRACT MODIFICATIONS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

4. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent

the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

5. HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

6. PAYMENT TERMS

The LITACorp shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment “___” to this Contract. The Contractor may invoice LITACorp monthly at the billing address designated by LITACorp. Payments will be made by LITACorp within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the LITACorp. Invoices shall include the Contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

7. LATE PAYMENTS

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

8. DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

9. TAXES

Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in Attachment “___” to this Contract. LITACorp is exempt from all State and local sales and use taxes.

10. TERMINATION

The LITACorp has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any Contract with the LITACorp; (c) conflict of Contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or LITACorp employee; (e) Contractor’s intentional violation of the Louisiana Procurement

Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

10.1. TERMINATION OF THIS CONTRACT FOR CAUSE

LITACorp may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the LITACorp 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LITACorp to comply with the terms and conditions of this Contract, provided that the Contractor shall give LITACorp written notice specifying LITACorp's failure and a reasonable opportunity for the LITACorp to cure the defect.

10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

LITACorp may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. LITACorp shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

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

12. USE OF AGENCY'S FACILITIES

Any property of LITACorp furnished to the Contractor shall, unless otherwise provided herein, or approved by LITACorp, be used only for the performance of this contract. The Contractor shall be responsible for any loss or damage to property of LITACorp which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to LITACorp in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of LITACorp, the Contractor shall notify LITACorp thereof and shall take all reasonable steps to protect that property from further damage. The Contractor shall surrender to LITACorp all property of LITACorp prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work. Contractor further warrants that it has the right to provide and or license its product to LITACorp and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this contract for cause by LITACorp, LITACorp will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force of nature. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LITACorp 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 LITACorp.

Contractor will indemnify, defend and hold LITACorp 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 LITACorp in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that LITACorp 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, LITACorp may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

- (i) LITACorp's unauthorized modification or alteration of a Product, Material, or Service;
- (ii) LITACorp's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) LITACorp's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as LITACorp's exclusive remedy to take

action no later than six (6) months after the issuance of an injunction in the following order of precedence:

(i) to procure for LITACorp the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to LITACorp up to the dollar amount of this Contract.

Any injunction that is issued against LITACorp which prevents LITACorp from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for LITACorp or provided to LITACorp one of the alternatives set forth in the foregoing sentence is cause for LITACorp to terminate this contract. In the event of such termination, LITACorp will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of this contract, or two (2) times the charges for services rendered by the Contractor under this contract. 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 back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

LITACorp 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 and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE

Contractor will be required to provide LITACorp with Certificates of adequate insurance indicating coverage required, (in accordance with Section(s) 1.38 of the RFP). The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

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

END OF DOCUMENT



REQUEST FOR PROPOSALS:
TECHNICAL ASSISTANCE PROGRAM
ATTACHMENT III – RATE TABLE

Attachment III: Hourly Rate Table

PROPOSER NAME: _____

STAFFING AREAS – AREA/POSITIONS (AREA)	NUMBER OF STAFF AVAILABLE (INFORMATIONAL)	HOURLY RATE CHARGED (TO STATE)	HOURLY RATE PAID (TO STAFF)
Area 1 Pursuing IIJA Grant Funding – GRANT WRITER			
Area 2 Managing Successful IIJA ACT Grant Applications – GRANT MANAGER			
Area 3 Project Management – PROJECT MANAGER (Non-Principal)			
Area 3 Project Management – MANAGER-PRINCIPAL (OWNER)			<i>Same as Charged</i>
Area 4 Enhanced Project Management – ENGINEER/ARCHITECT			<i>Same as Charged</i>
Area 4 Enhanced Project Management – OTHER LICENSED DESIGN PROFESSIONALS or CERTIFIED PROFESSIONALS			

A proposer has the overall responsibility for its staff administration, payroll and staff qualifications. A proposer’s principal may serve in any position as staff to be paid hourly for services personally provided. However, the rate charged vs. the rate paid must be the same for the positions indicated in the table. All final rates payable are negotiable by LITAC and must be approved by the Division of Administration.



**TECHNICAL ASSISTANCE PROGRAM:
TECHNICAL PROPOSAL + RATE SHEET
FRANKLIN ASSOCIATES, LLC**



**FRANKLIN
ASSOCIATES**

**Louisiana Infrastructure Technical
Assistance Corporation (LITACorp)**



Grant Application and Grant Administrative Support Services Technical Proposal Staffing Support Areas 1, 2 and 3

| RFP # LITACorp 01-2022 | Date Submitted: December 23, 2022

| Office Location - 250 S. Foster Dr., Baton Rouge, LA 70806 |

FRANKLINASSOCIATES.COM

PUTTING PEOPLE FIRST

December 23, 2022

Regarding RFP#: LITACorp 01-2022 GRANT APPLICATION AND GRANT ADMINISTRATIVE SUPPORT SERVICES

Leslie Anne Durham, Executive Director
LITACorp, 707 N Seventh St.
Baton Rouge, LA 70802
leslie@LITACorp.org

Dear Ms. Durham,

Franklin Associates, LLC (Franklin), a minority-owned business based in Baton Rouge and committed to enhancing communities across our state, is partnered with **GrantWorks, Inc. (GrantWorks)** for this opportunity. We offer LITACorp decades of experience writing successful grant applications for federal funding and grant and project management expertise to help eligible entities successfully obtain much-needed funding to carry out eligible projects. Having worked in all 64 parishes and managed administration of billions of dollars of federal grant funding, we are uniquely qualified to provide staff support services to ensure Louisiana communities have access to as much Infrastructure Investment and Job Acts (IIJA)/Bipartisan Infrastructure Law (BIL) funding as possible.

On behalf of Franklin, I submit this document as an agreement between Franklin and Louisiana Infrastructure Technical Assistance Corporation (LITACorp) to provide services including pursuing IIJA funding (AREA 1), managing successful IIJA grant applications (AREA 2), and project management (AREA 3). As the sole owner of Franklin Associates, LLC and a corporate officer listed on the most current annual report on file with the Secretary of State, I am authorized to contractually obligate Franklin, will function as the primary contact, and am the contact person for any technical and contractual clarifications throughout the evaluation period. To ensure private financial information is not made publicly available, we have also included a redacted copy of our Technical Proposal and Financial Proposal.

Franklin has thoroughly reviewed the solicitation, crafted our response based on proven professional experience, and will enter a contract with LITACorp to effect this. Further, we have reviewed, understand, and agree to all the conditions, requirements, and terms stated in the RFP.

Sincerely,



Perry J. Franklin, Owner & President
Franklin Associates, LLC EIN #13-4306744
250 S. Foster Dr., Baton Rouge LA 70806
perry@franklinassociates.com
(225) 768-9060, (225) 768-9009 fax

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

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NOTE: The data contained on pages 6 and 36 through 76 of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, LITACorp shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit LITACorp’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

TAB 1 - Executive Summary

Franklin Associates (Franklin) and GrantWorks have partnered to provide LITACorp and political subdivisions throughout the State with excellent and timely technical assistance to obtain and deploy maximum impactful benefits from Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) funding. Our team is continually called on to provide real-time, one-on-one technical assistance on federally funded programs across Louisiana and the country. Whether political subdivisions are seeking funding for water, sewer, and transportation projects, planning initiatives, or the like, our team brings decades of experience on multi-disciplinary projects with focus on both job creation and equity in access.

Through LITACorp, political subdivisions will have access to CDBG funding to serve in a match capacity so that the match requirements do not represent a barrier to access IIJA/BIL funding, particularly for disadvantaged and/or cash-strapped political subdivisions. Our team is committed to equity of access as one of our core values and this effort aligns with that value. We have extensive experience using CDBG dollars as match for federally funded grant project including ensuring that all requirements that are triggered by using CDBG funding are followed in addition to those required by IIJA/BIL. Below is an overview of our firms and the respective role we will take on if engaged by LITACorp. Based on our experience, we are submitting this proposal in response to Staffing Support Area 1, 2 and 3.

The Franklin Team offers LITACorp the experience and expertise of a firm that has successfully written, secured, and administered over 1,200 infrastructure and community development grants representing billions of dollars in federal funding.



Headquartered in Baton Rouge, Franklin Associates, a minority-owned business (MBE) helps clients carry out federally funded grant programs from program design through closeout. With experience working in all 64 parishes in Louisiana, Franklin believes that development, implementation and closeouts of every project requires solid communications, effective coordination, a high degree of flexibility and a focus on finding solutions that benefit the project's end users.

ROLE: Program management, Area 3 Task Lead and staff augmentation across Areas 1, 2 and 3.

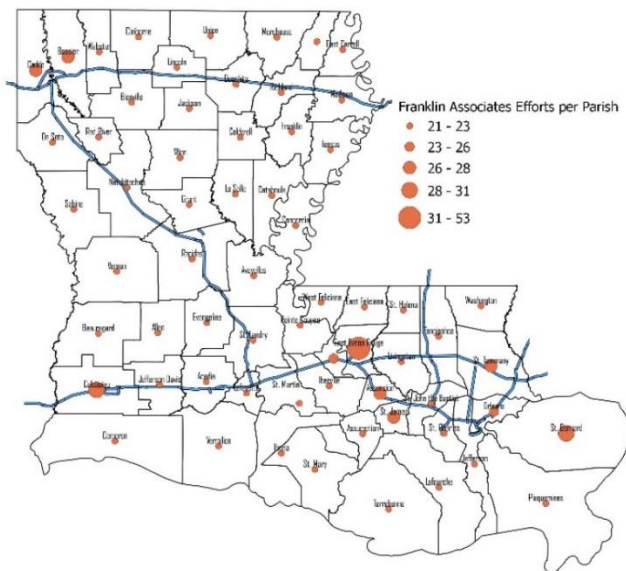
GrantWorks Founded in 1979, GrantWorks has assisted over 450 government entities in designing and delivering a wide range of critical federal and state-funded projects and programs in the areas of infrastructure, housing, transportation, public buildings and facilities, community and economic development, coastal protection, disaster recovery, mitigation, and resilience. With a national workforce of over 390 professionals, including 25+ Louisiana-based staff, GrantWorks continues its mission to develop meaningful partnerships with public sector clients to solve complex infrastructure challenges, improve public service, and build stronger, smarter, and more resilient communities for a better future for all.

ROLE: Area 1 Task Lead, Area 2 Task Lead, and staff augmentation across Areas 1, 2 and 3.

TAB 2 - Proposer and Subcontractor(s) Corporate Information

Company Overview

Franklin was founded by lifelong Louisianan, current firm president and sole company owner, Perry Franklin in the wake of Hurricanes Katrina and Rita in 2005 to assist impacted communities throughout southern Louisiana recover and build back better. Seventeen years later, Franklin has built on this foundation, providing grant management and staff augmentation services across the country. Franklin now includes 32 full time staff with reach back to hundreds of Louisiana based staff to serve all LITACorp's grant application and grant administrative support needs. We exist to serve our clients' grant management needs, able to nimbly adjust our staffing levels to assist grantees according to funding timelines. In 2020, during COVID-impacted staffing difficulties, our staff numbered 300+ as we responded to disaster-related, federally funded staffing augmentation requests across the State. In addition, our team includes experts in IJIA, ARPA, HUD CDBG and FEMA recovery funding sources so we are adept at deploying large federal grant funding to implement infrastructure and housing improvements and spur economic development.



Leveraging our work and relationships in all 64 parishes, Franklin can provide comprehensive grant writing and administrative services to political subdivisions throughout the State.

As you can see in the map to the left, we worked in all 64 parishes on a wide range of projects including helping communities apply for and administer federal grant funding. The larger the dot the more engagements and projects we have worked on. This means we will be able to work with communities throughout the state

effectively and efficiently to help them formulate grant applications and manage resultant grants and projects. In addition, since 2005, we have managed and implemented HUD Community Development Block Grant (CDBG) funded programs. This means we offer expertise in all CDBG rules and regulations necessary for LITACorp and political subdivisions to follow when using CDBG as match.

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Financial Strength

Our company has experienced significant growth since our founding in 2005, when we had a single contract totaling \$22.5 million. Today, our team manages over 100 projects totaling over \$50 million to date. Our current staff of 32 professionals has contributed to a current annual revenue (January 1- November 30, 2022) of \$4.3 million, with a profit of \$1.4 million for the same period this year. The company's current cash flow is \$1.5 million. Audited financial statements for the past three years are in Appendix 2 and our most recent Dun & Bradstreet (D&B) Business Report™ is in Appendix 3.

Integrity

We go above and beyond to serve our state and local government clients to make our community a more resilient and equitable place for all. As a Louisiana-based firm, the Franklin team is passionate about serving the communities in which we live. Giving a voice to the voiceless is part of our team's mission that we identify in all that we pursue. We pride ourselves on operating our company with high integrity, in a culture of high transparency. Our mission is to help communities thrive by maximizing federal funding and ensuring all grant dollars are spent achieving local strategic priorities and needs. Neither our firm nor any of our individual team members has a conflict of interest in working with LITACorp. Additionally, Franklin has not filed or had filed against it any bankruptcy or insolvency proceeding, voluntary or involuntary, nor has it undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors in the last ten (10) years.

Proposer Experience

Overview

We are committed to delivering all services in accordance with LITACorp's RFP framework and IJIA regulations. The Franklin team is actively working with hundreds of cities and parishes/counties engaged in infrastructure and community development initiatives and has been engaged by state and local governments to apply for and/or manage funds received through:

- HUD Community Development Block Grant (CDBG) including all flavors of CDBG (CDBG-Disaster Recovery (CDBG-DR), CDBG-National Disaster Resilience (CDBG-NDR), CDBG-Mitigation (CDBG-MIT))
- FEMA Public Assistance (PA) and Individual Assistance (IA)
- American Rescue Plan Act (ARPA),
- Coronavirus Aid, Relief, and Economic Security Act (CARES), and
- Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE)

Managing federal grant funds toward effecting positive change is our passion. We are prepared to harness our collective experience to help political subdivisions apply for funding (AREA 1), manage their grants (AREA 2) and/or help with overall project management (AREA 3). As illustrated below, we have experience in each of the most significant federal grant funding sources passed by Congress in the last 15 years and across the entire lifecycle of grant administration.

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Franklin Team’s Experience with Related Federal/State Grants Similar to IIJA/BIL Grants

REQUIREMENTS	HUD (CDBG, CDBG- DR/NDR/MIT)	FEMA (PA, IA, HMGP)	U.S. Treasury (CARES, ARPA, RESTORE)
Grant Management and Administration	●	●	●
Procurement and Compliance with 2 CFR 200	●	●	●
Shareholder Engagement, Project Identification, Community Assessment, and/or Eligibility Determinations	●	●	●
Project/Program Design and Development	●	●	●
Case/Contract/Project Management	●	●	●
Duplication of Benefits Review	●	●	●
Financial Assistance	●	●	●
Labor/Wage Compliance	●	●	●
Construction Oversight	●	●	●
Uniform Administration Requirements, Cost Principles, and Audit Compliance	●	●	●
Environmental Review	●	●	●
Uniform Relocation Act (URA), Fair Housing, and Section 504	●	●	●
Reporting	●	●	●
Monitoring and Audit Readiness	●	●	●
Recordkeeping and Document Storage/ Retention	●	●	●
Close-Out	●	●	●

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Project Experience and References

In this section we provide both our Project Experience and the required related Reference information as outlined in Attachment IV: Format for Submitting Proposer's References of the RFP.

Project #1 – FRANKLIN ASSOCIATES
Program Manager of Disaster Housing Programs, Statewide, LA (Prime), Service Dates: April 2020 – April 2021
Client Name (Customer Type): Louisiana Housing Corporation (State Government Agency)
Reference: Joshua Hollins, Executive Director, 2415 Quail Dr, Baton Rouge, LA 70808, jhollins@lhc.la.gov , 225.763.8700
History, corporate structure and organization, and # of years in business: This agency is a subset of the State of Louisiana.
Description of Staffing Support Services and Relevance: Since 2016, Franklin has provided staff augmentation, program design, program outreach, program development and program implementation and closeout across 52 distinct task orders. In 2020 and 2021, Franklin Associates managed the setup, staffing and ongoing service delivery for 7 non-congregate shelters in New Orleans, Baton Rouge, and Lafayette for vulnerable homeless populations during the COVID-19 pandemic. This project required swift staffing deployments, creation of processes and 24/7 service provision in multiple site, all during a time when recruiting efforts were hindered by the pandemic. Franklin onboarded and managed over 300 employees. Our personnel worked closely with LHC and local non-profit partners to coordinate award-winning onsite service provision and maintain the safety of the residents. Franklin coordinated housing specialists, resident advisors, and case management personnel, and safety and medical service providers at each of our managed shelters to prepare the shelter residents and coordinate their transitions into permanent housing situations. Franklin was also tasked with providing navigator staffing to support real-time demobilization of numerous homeless shelters across the state. This model of onsite housing navigation was adapted for Hurricane Ida evacuation shelter demobilization. Franklin also provided personnel to manage the statewide Katrina/Rita rental programs, conduct community education/outreach on Emergency Rental Assistance program and deployed staff for CDBG-DR neighborhood landlord programs.
Size of Grant: \$50+M
Grant Program Involved: CDBG-DR, CARES Act
of Staff provided: 300+
Technical Environments Supported: Airtable, Sharepoint
Applicable Staffing Support Areas: 1, 2 and 3

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Project #2 – FRANKLIN ASSOCIATES
Solution 4 Buyout + Pecan Acres Resettlement (2016 Floods), New Roads, LA (Originally Prime, Currently Subcontractor), Service Dates: 2018-2022
Client Name (Customer Type): Louisiana Office of Community Development Disaster Recovery Unit (State agency)
Reference: Patrick Forbes, Executive Director, patrick.forbes@la.gov , 225-219-9600
History, corporate structure and organization, and # of years in business: This agency is a subset of the State of Louisiana.
<p>Description of Staffing Support Services and Relevance: The Franklin Associates team worked closely with the Louisiana OCD-DRU staff to assist in the buyout and relocation of residents of Pecan Acres, a neighborhood that has been plagued with flooding for decades. As of 2022, the residents relocating into a newly built community on higher, safer ground that was designed and built with CDBG-DR funding. On this project, the Franklin team implemented program design, policy development, system of record design, process and procedure development, application intake, provided case management to coordinate document collection to verify program eligibility, and worked with the architect and build team to coordinate and facilitate design charrettes to gain resident input into the layout of the new community and the style of the new homes. As the new homes are built, residents continue to work with the Franklin team to finalize move-in and transfer details.</p> <p>Franklin’s team also provides strategic process and policy development services from inception to completion on this resettlement project as well as the statewide buyout program (first of its kind), and a third community-specific buyout program. In the same timeframe, Franklin provided the same services on the Isle de Jean Charles Relocation effort, a CDBG-NDR funded project. As the projects moved into implementation, the Franklin team provided direct case management services to successfully drive these into reality. Two new communities are currently in final buildout phases in New Roads and Schriever, serving as a national resilience model.</p>
Grant Program Involved: CDBG-DR
Size of grant: \$91M
of Staff provided: 6
Technical Environments Supported: Airtable, Sharepoint
Applicable Staffing Support Areas: 1, 2 and 3

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Project #3 – FRANKLIN ASSOCIATES
Isle de Jean Charles Relocation, Terrebonne Parish, LA (Prime), Service Dates: 2018-2021
Client Name (Customer Type): Louisiana Office of Community Development DRU (State Agency)
Reference: Patrick Forbes, Executive Director, patrick.forbes@la.gov , 225-219-9600
History, corporate structure and organization and # of years in business: This agency is a subset of the State of Louisiana.
<p>Description of Staffing Support Services and Relevance: Franklin Associates served as the prime for the Office of Community Development’s Isle de Jean Charles relocation effort in Terrebonne Parish from 2018-2021. Franklin assisted with policy development and operationalization of program design. Developed System of Record, developed program training for caseworkers and for potential participants, delivered program education to potential participants, managed application intake and eligibility reviews, coordinate homeowner education courses with program participants and coordinated home design selection process, new community decisions including street naming and lot assignments, and provided ongoing participant briefings 2018-2020.</p> <p>Out of this range of responsibilities, Franklin had the chance to stand out with the firm’s ability to formulate a plan, implement the proper approach, and educate and train key stakeholders in the respective area so that the community was able to make informed decisions with the confidence of understanding their current situation as well as possible solutions. This project also gave Franklin an opportunity to show how thorough its development of processes and procedures are as well as implementation in the realm of public engagement.</p>
Grant Program Involved: CDBG-NDR
Size of grant: \$48M
of Staff provided: 5
Technical Environments Supported: Airtable, Sharepoint
Applicable Staffing Support Areas: 1, 2 and 3

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Project #4 – FRANKLIN ASSOCIATES
Vermillion/Iberia/Pointe Coupee, LA, Gustav/Ike Housing Program, (Subcontractor), Service Dates: 2010-2012
Client Name (Customer Type): Louisiana Parishes (Local Government)
Reference: Aimee Killeen, Chief Operating Officer, Providence Engineering, 1201 Main Street, Baton Rouge, LA 70802, aimeekilleen@providenceeng.com , 1-866-960-9623
History, corporate structure and organization and # of years in business: These local municipalities are political subdivisions of the State.
Description of Staffing Support Services and Relevance: Providence Technical Services hired Franklin Associates to assist in policy and program development on these three CDBG-funded municipal efforts. The housing program in Vermillion and Iberia Parish involved the elevation of homes in select communities to increase resilience. In Pointe Coupee Parish, the project was fully roofing based. The Franklin team provided end-user sensitive guidance on program design. The Franklin team also developed all community education materials and delivered training to community residents through outreach events in each parish designed to prepare residents to apply and navigate the programs. Franklin also trained and provided case manager staff in each parish to directly assist residents in the application and navigation process to reach successful project funding statuses on an individual basis.
Grant Program Involved: CDBG-DR
Size of grant: Subset of \$565M parish allocations
of Staff provided: 5
List of grant applications over past 3 years: not applicable
Technical Environments Supported: not applicable
Applicable Staffing Support Areas: 2 and 3

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Project #5 – FRANKLIN ASSOCIATES and GRANTWORKS
Grant Management and Administration Related to the American Rescue Plan Act Funding, Louisiana (Subcontractor), Service Dates: March 2022 – December 2026
Client Name, Customer Type: City of Baton Rouge Parish of East Baton Rouge, Louisiana (Local Government)
Reference: Angie Savoy, Assistance Finance Director, City-Parish of East Baton Rouge, P.O. Box 1471, Baton Rouge, Louisiana 70821, Telephone: 225-389-3000, Email: asavoy@brla.gov
History, corporate structure and organization and # of years in business: The City of Baton Rouge/Parish of East Baton Rouge is a local political subdivision.
Description of Staffing Support Services and Relevance: Franklin Associates and GrantWorks are partnered with CSRS on this project. We provide thorough and responsive consultation and subject-matter expertise on the programmatic expectations and compliance requirements of the City's/Parish's ARPA program as well as reporting and training guidance. We support the City-Parish of East Baton Rouge's administration of their American Rescue Plan Act allocation via the following services: <ul style="list-style-type: none"> • Providing expert ARPA programmatic and policy advice • Assisting with reporting activities • Identifying potential program improvements and maximizing ARPA funding • Providing oversight and guidance to comply with the U.S. Treasury Final Rule and 2 CFR 200 • Assisting with requests for information, justification, and eligibility requirements • Assisting with tasks to prepare for reporting requirements • Assisting in the development of program guidelines, SOPs, policies, and procedures • Assisting with contract review • Participating in meeting with department heads and document retention • Providing QA/QC assistance • Assisting in grant application close-outs
Grant Program Involved: American Rescue Plan Act of 2021, administered by the U.S. Department of Treasury
Size of grant: \$165.4M
of Staff provided: 6
List of grant applications over the past (3) three years: not applicable
Technical Environments Supported: not applicable
Applicable Staffing Support Areas: 2 and 3

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Project #6 – GRANTWORKS
175+ Texas Cities and Counties, Grant Administration and Project Management Services for the American Rescue Plan Act of 2021 (Prime), Service Dates: June 2021 – December 2026
Client Name (Customer Type): 175+ Cities and Counties, Texas (Local Governments) Reference: Leon Scaife, Purchasing Agent, Bastrop County, 804 Pecan Street, Bastrop, Texas 78602, Telephone: 512-581-7110, Email: leon.scaife@co.bastrop.tx.us Telephone: 512-581-7110, Email: leon.scaife@co.bastrop.tx.us Reference: Helen Ramirez, AICP, Interim City Manager, City of Brownsville, City Hall, Second Floor, 1001 E. Elizabeth Street, Brownsville, Texas 78522, Telephone: 956-548-6007, Email: helen.ramirez@brownsvilletx.gov
History, corporate structure and organization and # of years in business: Each local political subdivision is its own entity.
Description of Staffing Support Services and Relevance: The U.S. Treasury Department (U.S. Treasury) has allocated \$350 billion to state and local governments to help cover expenditures and mitigate the coronavirus pandemic’s economic impact under the American Rescue Plan (ARPA) Act of 2021. GrantWorks provides ARPA-related professional grant administration and project management services to multiple cities/counties across Texas. Services provided include ARPA compliance expertise, grant management, guidance on project selection, environmental processing, infrastructure construction oversight, reporting, monitoring, and project close-out.
Grant Program Involved: American Rescue Plan Act of 2021, administered by the U.S. Department of Treasury
Size of grant: \$600M
of Staff provided: 34
List of grant applications over the past three (3) years: not applicable
Technical Environments Supported: GrantWorks uses a custom-built integrated project and financial management platform to manage project compliance, progress, expenditures, risks, and reporting for ARPA projects. Each identified project is entered in GrantWorks 20/20 project management database, where team members have access to project data required to monitor quality, compliance, and progress. GrantWorks 20/20 creates project reports that quickly convey the budget and status of the client’s overall ARPA implementation plan.
Applicable Staffing Support Areas: 1, 2, and 3

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Project #7 - GRANTWORKS
50+ Texas Cities and Counties, Community Development Block Grant-Mitigation (CDBG-MIT) Program for Infrastructure Improvements, Texas (Prime), Service Dates: January 2021 – Present
Client Name, Customer Type: 50+ Cities and Counties, Texas (Local Government)
Reference: Melissa Pena, Director of Capital Projects, City of Rosenberg, 2110 4 th Street, Rosenberg, Texas 77471, Telephone: 832-595-3592, Email: melissa.pena@rosenbergtx.gov
History, corporate structure and organization and # of years in business: Each local political subdivision is its own entity.
Description of Staffing Support Services and Relevance: The Texas Community Development Block Grant-Mitigation (CDBG-MIT) infrastructure improvements program aims to increase disaster resilience and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, lessening the impact of future disasters. GrantWorks provided comprehensive grant management services for this large-scale Infrastructure Improvement program spanning 50+ counties and cities across Texas. During the pre-award phase, our staff worked closely with participating cities and counties to identify and develop grant-eligible infrastructure projects to support community mitigation objectives. Our grant writers and application department subsequently developed and submitted 65+ applications for grants totaling over \$609M in requests and approximately \$6M in leveraged amounts for CDBG-MIT infrastructure improvement projects. Now in the post-award phase, we continue to work with city and county grantees to implement strategic and high-impact infrastructure projects that help mitigate disaster risks and reduce future losses. GrantWorks is administering, managing, and completing infrastructure projects that include improvements to drainage structures (e.g., roadside ditches, culverts, flood gates, retention ponds, etc.), street systems, wastewater infrastructure (collection and treatment systems), water infrastructure (distribution, treatment, and storage systems), and other mitigation enhancements. These projects serve various beneficiary areas, from target areas within cities and counties to broader jurisdiction-wide efforts.
Grant Program Involved: U.S. Department of Housing & Urban Development, Community Development Block Grant-Mitigation (CDBG-MIT) program funds administered by the Texas General Land Office
Size of grant: \$440M
of Staff provided: 64
List of grant applications over the past (3) three years: 65+ CDBG-MIT applications
Technical Environments Supported: not applicable
Applicable Staffing Support Areas: 1, 2 and 3

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Project #8 - GRANTWORKS
Texas Cities & Counties, Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR) Local Infrastructure Programs, Texas (Prime), Service Dates: March 2021 - March 2024
Client Name, Customer Type: 50+ Cities and Counties, Texas (Local Governments) Reference: John Strothman, Project Manager, Aransas County, 2840 SH 35 N, Rockport, Texas 78382, Telephone: 443-370-8488, Email: jstrothman@aransascounty.org History, corporate structure and organization and # of years in business: Each local political subdivision is its own entity.
Description of Staffing Support Services and Relevance: Under the Texas Community Development Block Grant-Disaster Recovery (CDBG-DR) Hurricane Harvey Local Infrastructure program, GrantWorks worked with eligible grantees to determine their Hurricane Harvey disaster-related needs and develop and implement strategic and high-impact recovery projects. These projects address catastrophic storm damage to critical local infrastructure in cities and counties across Texas. GrantWorks provided comprehensive grant management services for this large-scale, post-disaster Infrastructure Improvement Program spanning dozens of cities and counties across Texas. During the pre-award phase, our staff worked closely with participating cities and counties to identify and develop grant-eligible infrastructure projects supporting community disaster recovery efforts. Our grant writers and application department subsequently developed and submitted 65+ applications for grants totaling over \$188 million for infrastructure projects. Now in the post-award phase, we continue to work with city and county grantees to implement critical infrastructure projects to help impacted communities become stronger and more resilient. For this large-scale federal and state-funded program, GrantWorks is administering, managing, and completing projects that include improvements to drainage structures (e.g., roadside ditches, culverts, flood gates, retention ponds, etc.), streets systems, wastewater infrastructure (collection and treatment systems), and water infrastructure (distribution, treatment, and storage systems). These projects serve various beneficiary areas, from target areas within cities and counties to broader jurisdiction-wide areas including low-and moderate-income areas.
Grant Program Involved: U.S. Department of Housing & Urban Development, Community Development Block Grant-Disaster Recovery (CDBG-DR) program funds administered by the Texas General Land Office
Size of grant: \$188M
of Staff provided: 64
List of grant applications over the past (3) three years: 65+ CDBG-DR applications
Technical Environments Supported: not applicable
Applicable Staffing Support Areas: 1, 2 and 3

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Project #9 - GRANTWORKS
City of Galveston, Hurricane Ike CDBG-DR Infrastructure Improvement Program, Galveston, Texas (Prime), Service Dates: October 2014 – October 2021
Client Name (Customer Type): City of Galveston, Texas (Local Government)
Reference: Trina Jankowski, Construction Project Manager, City of Galveston, P.O. Box 779, Galveston, Texas 77553, Telephone: 409-797-3966, Email: tjankowski@galvestontx.gov
History, corporate structure and organization and # of years in business: The City of Galveston is a local political subdivision.
Description of Staffing Support Services and Relevance: The City of Galveston has worked with GrantWorks since 2014 when the Texas General Land Office and the City of Galveston sought a professional grant management firm to administer the remaining Hurricane Ike CDBG-DR projects. The Texas General Land Office funded the City of Galveston through three cycles: Round 1 for \$107M, Round 2.1 for \$24M, and Round 2.2 for \$81M, for a total of over \$212M for infrastructure and non-housing projects ranging from economic development to disaster relief and utility system improvements. The City of Galveston received funding for over 20 projects, including the 59 th Street Pump Station, six street reconstructions, seven ground storage tank improvements, a new central fire station, a new public works facility, neighborhood improvements benefitting the Galveston Housing Authority's Cedars at Carver Park, rehabilitation of the Airport Wastewater Treatment Plant, and other improvements. The funds provided reliable and continuous potable water, ensured roadway and city service function, and provided safe and efficient wastewater treatment.
<p>As the Grant Administrator for this program, GrantWorks provided grant administration and project delivery services to the City including application preparation, unmet needs assessment, eligible activities determination, procurement, project and financial management, environmental review, construction bidding and management, contract management and operations, labor standards and Davis-Bacon compliance, civil rights, fair housing, and Section 3, program compliance, monitoring, and close-out.</p>
Grant Program Involved: CDBG-DR
Size of grant: \$212M CDBG-DR and \$10M FEMA PA
of Staff provided: 10+
Technical Environments Supported: not applicable
Applicable Staffing Support Areas: 2 and 3

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Project #10 - GRANTWORKS
City of Houston Hurricane Ike Community Development Block Grant-Disaster Recovery (CDBG-DR) Round 2.2 Fund Infrastructure Improvement Program, Houston, Texas (Prime), Service Dates: October 2014 – March 2019
Client Name, Customer Type: City of Houston, Texas Reference: Stedman Grisby (Former Division Manager, Disaster Recovery, City of Houston), Managing Director of Multifamily Development, The Brownstone Group, Inc., 6517 Mapleridge Street, Houston, Texas 77081, Telephone: 832-367-0737, Email: stedman@thebrownstonegroup.net History, corporate structure and organization and # of years in business: The City of Houston is a political subdivision of Harris County.
Description of Staffing Support Services and Relevance: After Hurricane Ike landed on September 13, 2008, the City of Houston sustained flooding, causing critical street and drainage infrastructure to fail. Floodwaters submerged the City's roadways, and the existing storm sewer/drainage system infrastructure could not handle the volume of water generated during the storm. To repair the infrastructure and reduce the possibility of failure in future storms, the City of Houston used \$22 million in CDBG-DR funds to improve drainage in four lower-income central city neighborhoods including constructing storm sewers, drainage ditches, culverts, and other flood and drainage improvements serving the Near Northside. GrantWorks restored the function of the road for primary access and emergency vehicle use and reconstructed an open ditch storm drainage system in the Greater Fifth Ward, Near Northside, and Old Spanish Trail/South Union neighborhoods. As the Grant Administrator for these activities, GrantWorks provided grant administration and project delivery services to the City. Services included: application Preparation, including LMI National Objective Determination and Documentation; Eligible Activities and National Objects; Procurement for Construction Service; Coordination with multiple City of Houston departments and project engineers; Financial Management; Contract Management and Operations; Labor Standards and Davis Bacon; Program Compliance, Monitoring, and Close-out; Project Files and Documentation Maintenance.
Grant Program Involved: CDBG-DR
Size of grant: \$22M
of Staff provided: 4
List of grant applications over the past (3) three years: not applicable
Technical Environments Supported: not applicable
Applicable Staffing Support Areas: 1, 2, and 3

Staffing Support Resources

Franklin Associates tightly manages resource utilization coupled with personnel training to assure the highest level of service to all our clients, the bulk of whom are public sector entities. We work closely with numerous state agencies and municipalities, providing high quality advisory services as well as grant management/project management services. Our mission/vision/values are focused on the core competency of our personnel being wrapped in our motto of "Putting People First." We work to provide timely quality services with an acute focus on customer service throughout the project spectrum. End users of any program, personnel charged with implementation, leadership needing pinpointed reporting – all are key stakeholders in every process and their needs must be considered for smoothly delivered projects. Our team includes multiple certified Project Management Professionals, multiple AICP-certified planning personnel, and myriads of FEMA certified personnel.

Franklin's personnel undergo rigorous customer service training prior to deployment on external facing projects. Each designated staff member sent on a staff augmentation effort is provided project-specific policy and procedures training prior to initiation as well.

Franklin's focus on customer service permeates the firm's Advisory Services practice as well as its Grant Management practice. Our clients know that our commitment to fair and transparent processes, and clear education to all stakeholders, are at the top of our to-do list on any given day.

The Franklin talent pool expands and diminishes based on contracting needs. Our core team of permanent full-time employees is supplemented on an ongoing basis by project-specific personnel as needed. While we have had more than 300 employees in some years, Franklin currently has 32 full-time employees. Similarly, Franklin Associates' annual revenues rise and fall accordingly. Annual revenues have exceeded \$20M, with the proven capability of managing payrolls as needed for large and small efforts.

Subcontractor Company Overview

Founded in 1979, GrantWorks has assisted over 450 government entities in designing and delivering a wide range of critical federal and state-funded projects and programs in the areas of infrastructure, housing, transportation, public buildings and facilities, community and economic development, coastal protection, disaster recovery, mitigation, and resilience. Over 40+ years, they have successfully secured and managed over \$8 billion in grant-funded projects focused on improving the communities in which they live, work, and play. With a national workforce of over 390 professionals, including 25+ Louisiana-based staff, GrantWorks continues its mission to develop meaningful partnerships with public sector clients to solve complex infrastructure challenges, improve public service, and build stronger, smarter, and more resilient communities for a better future for all. Bruce J. Spitzengel is the President and sole owner of GrantWorks.

Subcontractor Integrity

GrantWorks' mission is to consistently provide the most efficient and professional grant management services possible. Their mission establishes GrantWorks' purpose and reason for

being. Meanwhile, integrity is one of GrantWorks' core values and states that they will maintain the highest standards of professionalism. It means they behave ethically and always do the right thing, even behind closed doors. This core value is one of the company's fundamental beliefs and priorities driving all behavior.

Subcontractor Background History

GrantWorks focuses on helping cities, counties and parishes achieve their infrastructure, connectivity, mobility, community and economic development, and resilience goals. Their core focus is on grant writing and administration with a proven record of developing successful grants including infrastructure project identification, grant completion, grant application submission, grant management, and other related services to the IJA/BIL. GrantWorks has doubled in size in the past two years.

In partnership with city and county clients, GrantWorks has successfully secured and administered over \$8 billion in federal and state assistance for hundreds of localities encompassing thousands of successful projects. They have hired dozens of staff as needed to provide staffing support on engagements like this for State agencies throughout the country.

Subcontractor Financial Strength

Due to the sensitivity and confidentiality of this information, GrantWorks has provided this information directly to LITACorp via email on December 22, 2022 from Cecelia Johnson at cecelia@grantworks.net to Leslie Anne Durham at leslie@LITACorp.org. GrantWorks' submission is clearly marked as part of the Franklin Team submission.

Subcontractor Contact Information

Name: Ken Pevovar, PMP, Senior Vice President of Program Management, GrantWorks, Inc.
Address: 2201 Northland Drive Austin, Texas 78756
Telephone Number: 732-740-7493
Fax Number: 512-420-0302
Email address: ken@grantworks.net
Website: www.grantworks.net

TAB 3 - Certification Statement

Attachment V: Certification Statement (Form)

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of this Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT LITACorp requests that the Proposer designate one (1) person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date: December 15, 2022

Official Contact Name: Perry J. Franklin

A. E-mail Address: Perry@franklinassociates.com

B. Facsimile Number with area code: (225) 768-9060

C. US Mail Address: 250 S. Foster Drive, Baton Rouge, LA 70806

The Proposer shall certify that the above information is true and shall grant permission to the LITACorp to contact the above-named person or otherwise verify the information provided. By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's Financial Proposal shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response;
5. Proposer understands that if contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer; and
6. Proposer shall certify, by signing and submitting a proposal, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133). (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature: 

Typed or Printed Name: Perry J. Franklin

Title: President/Owner

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Company Name: Franklin Associates, LLC

Address: 250 S. Foster Drive

City: State: Zip: Baton Rouge, LA 70806

SIGNATURE of Proposer's Authorized Representative



DATE December 15, 2022

TAB 4 - Proposed Staffing Support

In this section we describe how we will augment staff as needed; how we have organized our staff to carry out this work including short biographies of each proposed team member; our project management approach across all staffing areas; and our approach to support political subdivisions and LITACorp in AREA 1: Pursuing IJJA Grant Funding; AREA 2: Managing Successful IJJA Grant Funding; and AREA 3: Project Management.

Staffing Augmentation and Capacity

If LITACorp should need additional reach back support, both Franklin and GrantWorks can pull from additional experienced staff and/or recruit new staff to work on this initiative.

The goal of our hiring processes is always to locate the appropriate team member for specific staffing augmentation placements. At times the best person for a task is an internal staff member, while at other times the person most suited to a task is a new hire. Our teams evaluate existing capacities and experiential backgrounds against each incoming assignment, managing resources to the needs. Our staffing processes focus on assuring that all qualified individuals have access to opportunities, and from the talent pool that emerges we provide transparency related to expectations, bolster that baseline with specific training for the deployment, and utilize cloud-based project management and timekeeping systems to assure real-time views of progress against goals. Our retention levels are very high because of the ongoing communication modes available through Teams and SharePoint, which allow all team members to have real-time access to the leadership of the firm.

Franklin's team has proven successful at recruiting and deploying hundreds of personnel in extremely tight timelines (i.e., less than 48 hours) when needed. All personnel are hired on as full-time employees with access to company bonus structures.

As important as our ability to hire and recruit new staff to meet LITACorp needs, is our commitment to the consistent onboarding and training of all new staff so that we retain high quality staff that can provide excellent services to our clients. We promote an environment of continuous learning and support the on-going professional development of all of our staff.

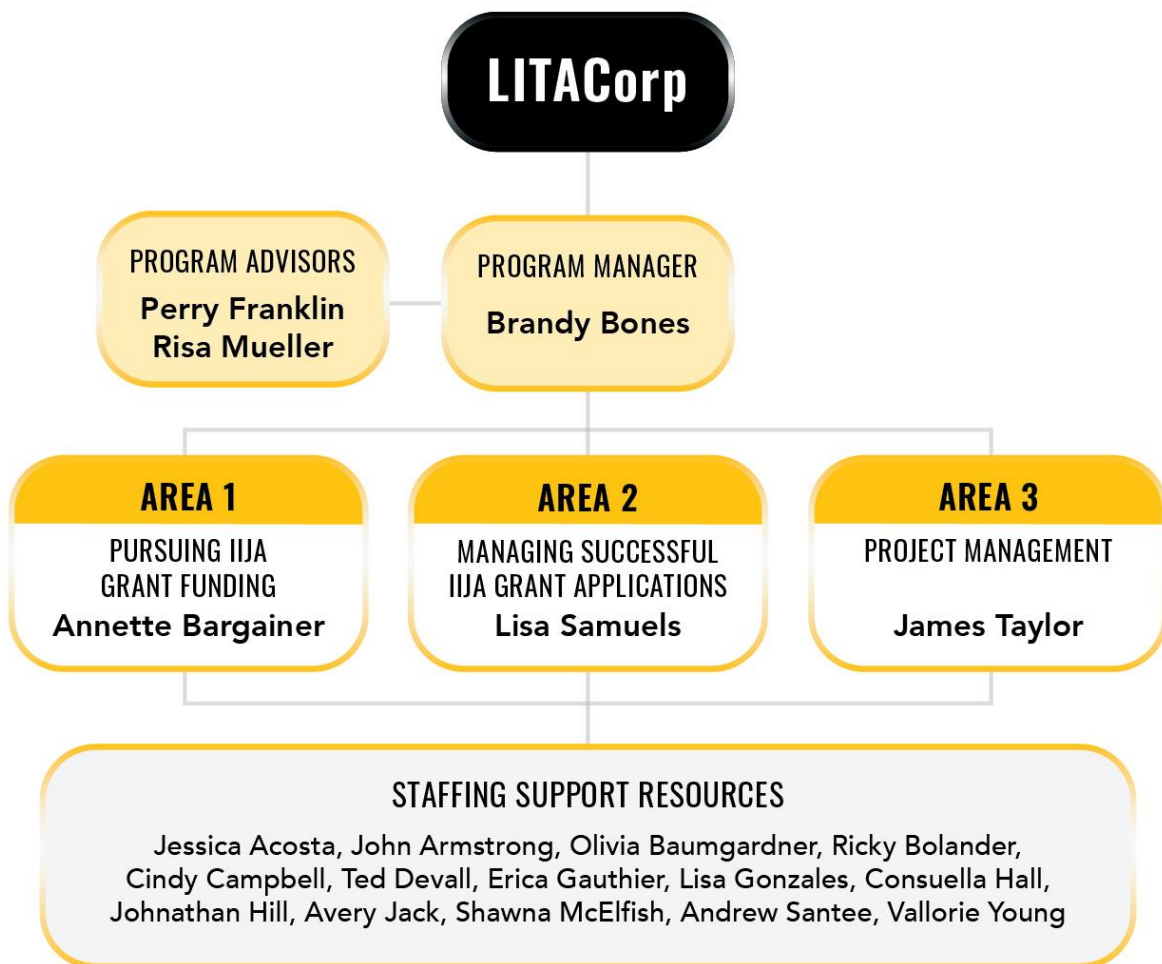
Recruiting / Onboarding Process



Our Team

Organization Chart

We have organized our team under a Program Manager supported by Program Advisors and with Task Leads identified for each of the Staffing Support Areas. Underneath each Area Task Lead is the staff that are available and qualified to support across any of the Staffing Support Areas 1, 2, and 3. These staff are available for the full term of the contract as requested by LITACorp. We have included short biographies of the Leadership and Staffing Support Resources below. Resumes are included in Appendix 4.



Leadership Team



Brandy Bones, MBA, PMP & AICP will serve as the **Program Manager** serving as day-to-day contact with LITACorp, leading contract and program set up and overseeing the hiring and training of all staff necessary to assist LITACorp with serving political subdivisions. She has 17+ years of experience working throughout the United States assisting state and local governments administer billions of dollars in federal grant funding including HUD and FEMA recovery funding as well as ARPA and America Rescue and Recovery Act (ARRA) funding. Prior to joining Franklin, Ms. Bones led a 90+ person team that collectively managed over \$6 billion in federal funding working across the country. She has written grant applications and developed Action Plans as well as grant application review procedures and checklists for State agencies charged with administering large federal grant programs. She is also an expert in CDBG, CDBG-DR/NDR and MIT rules and regulations having worked with over a dozen states in the country on their HUD funded programs and as a training and technical assistance provider to HUD.



Perry Franklin, MBA, President and Founder of Franklin Associates will serve as **Program Advisor** and ensure the team has the resources necessary to complete the scope of services on time and within budget. Perry has 17+ years of experience managing and advising project-based staff augmentation and 30+ years of experience with stakeholder and community engagements in Louisiana and other states. With 1,000+ employees hired for projects since the inception of Franklin Associates, Perry has been able to touch projects spanning all sectors of public work and has a proven track record of assembling the right team of both employees and subcontractors for each client.



Risa Mueller, PMP, will serve as **Program Advisor** and has 30+ years of strategic communications, program management, and staff augmentation experience. Her experience includes developing, implementing, and evaluating project communications and outreach plans for a wide variety of disciplines, including public services, planning, housing and transportation. Cumulatively, she has successfully managed hundreds of millions of dollars that have flowed through Louisiana state agencies to support and strengthen low-income families and communities.



Annette Bargainer, AREA 1 Task Lead. Annette Bargainer has 21 years of grant application experience. She develops and writes competitive grant applications for projects ranging from \$50,000 to over \$1 million on behalf of clients. Annette prepares proposals by researching, gathering internal and external data to support grant requests, writing drafts, and obtaining approvals. She identifies projects and funding needs, and opportunities and attends strategy meetings and communicates the proposal strategy and progress to stakeholders and gets input and signoff on content from others as needed.



Lisa Samuels, AREA 2 Task Lead. Lisa Samuels has 23 years of experience in private-sector finance and working on federally funded grant programs. For eight years, she managed the Louisiana Office of Community Development-Disaster Recovery Unit CDBG-DR-funded infrastructure programs. Lisa assists with client development, opportunity identification, grant application development, planning activities, project submittals, and tracking through grant closeout and compliance. She coordinates and oversees housing and infrastructure programs with multiple projects at various stages of implementation and interacts effectively with local, state, and federal agency officials and staff members in meetings and through written memos, emails, formal letters, and telephone conversations. Lisa pays attention to detail regarding project management's financial and technical aspects, including review of program forms, financial and real estate documents, payment requests, service provider invoices, progress reports, and contract amendments.



James Taylor, AICP, AREA 3 Task Lead (AICP) has over 26 years of professional experience including helping clients understand the impact of and return on their public investments utilizing a combination of website, social media and email campaign analytics. He also has extensive experience managing the public engagement aspects of recreation and transportation planning projects including using GIS to make sense of data through spatial mapping to see where and how outreach efforts are working and where outreach is having intended impact and where additional work remains. As a certified planner, James has also worked on over 100 projects that include: park and recreation facility designs, regional recreation and open space master plans, commercial landscape design, ecological and habitat restoration plans, cultural and heritage tourism plans, and redevelopment master plans.

Staffing Support Resources



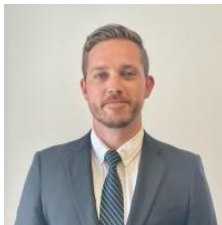
Jessica Acosta provides support throughout the entire grant application lifecycle, from inquiry to application, to reporting and archiving files after a grant application is submitted. Jessica assists in completing grant application tasks, guides clients through grant and funding stream application processes, and liaises with grant subject matter experts. She also facilitates integrated stakeholder communications and performs document quality reviews to ensure grant applications comply with formatting and content requirements.



John Armstrong has over 12 years of experience analyzing data sets across many sectors, including disaster recovery, property and casualty insurance, community development, small-business retail, and governmental relations and compliance projects. He has worked specifically with governments in southern Louisiana with recovery from Hurricanes Gustav, Ike, Isaac, and Laura and the August 2016 major flood event. John has worked for the Louisiana Office of Risk Management and the Louisiana Office of Community Development-Disaster Recovery Unit. John is currently working through GrantWorks with the Texas General Land Office on direct allocations to Harris County and the City of Houston for disaster recovery from Hurricane Harvey.



Olivia Baumgardner, Grant Writer. Olivia Baumgardner has four years of community development experience along with four years of grant application writing experience. Before coming to GrantWorks, Olivia worked at a regional planning commission writing state and federal grants for a seven-county region in southeastern Illinois. During her tenure at the commission, she served as the primary grant writer and handled all environmental clearances needed for those grants. Olivia understands community needs and how to best relay those needs in all grant applications she writes. She works to identify potential grant opportunities and assess their utility and feasibility given GrantWorks clients' needs and capacities. She meets with clients, coordinates the application process, creates and compiles application documents, and works under tight deadlines.



Ricky Bolander, Cost Estimator/Senior Project Analyst. Richard "Ricky" Bolander is a financial manager, and project controls professional with over 11 years of experience, including program and project management, cost control, and scheduling. Ricky contributes to project planning, budgeting, and overall strategy, conducts and presents feasibility analyses for proposed projects, and establishes key performance indicators. He also evaluates the overall project, analyzing project data and producing insights to optimize performance.



Cindy Campbell, Senior Grant Analyst. Cindy Campbell has 23 years of experience managing federally funded grant programs for the State of Louisiana, including the Louisiana Housing Corporation and Louisiana Office of Community Development-Disaster Recovery Unit. This experience includes program management from implementation to closeout. She has worked with federal, state, and local level agencies. Cindy's most significant experience is in compliance and monitoring of regulatory requirements of all phases of various HUD-funded programs. As the Manager of the Small Rental Property Program, Cindy provided leadership for the teams handling appeals, closings, and the call center. She moved to the compliance department to work on monitoring the parishes for proper handling of policies and procedures, procurement, and federal regulations for Low Income Housing programs.

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal



Ted Devall has more than 20 years combined experience in community development, direct residential construction, and management. Devall's experience includes ground-level interactions with contractors, homeowners, volunteer programs, and grant program administrators. He also brings a background of project oversight, training, nonprofit leadership, capacity building, operationalizing systems, and monitoring and improving performance of multiple field providers across the state to the team.



Erica Gauthier has over ten years of experience with CDBG and CDBG-DR grants and over seven years of state-level experience as a Grant Analyst and Project Analyst. She served as the Finance Lead for the \$1B Restore Louisiana program at the Louisiana Office of Community Development-Disaster Recovery Unit. She specializes in data analysis and reporting, using her years of experience to ensure projects meet HUD program requirements. Erica monitors and evaluates projects, analyzes project data, produces insights to optimize performance, identifies problems and shortfalls, and proposes solutions. She prepares, reviews, and maintains project documentation and financial reports. Erica has a BS in Education from Louisiana State University.



Lisa Gonzalez is a results-orientated accounting professional with broad experience in a deadline-driven environment. Lisa has eight years of experience with the state as an Accountant, Finance Management, and Chief Financial Accountant and seven years in private-sector finance. Her management experience includes developing budgets, preparing internal and external financial statements, and ensuring GAAP compliance and regulatory guidelines. Lisa has worked with housing and infrastructure grants for many years, including directly with the state and now with GrantWorks. She is currently coordinating, reviewing, evaluating, and reporting grants at various stages to determine compliance with requirements and standards. Lisa has a BS in Business Administration focused on Accounting from Texas State University.



Consuella (Connie) Hall, JD has over 15 years of experience spanning leadership roles in Louisiana's public and private sectors. She spent nearly seven years with the Louisiana Office of Community Development-Disaster Recovery Unit and four years with the Louisiana Housing Corporation. As a Senior Grant Analyst, Connie helps to prepare, maintain, and provide project budget information. She works with project managers to provide project scope, cost, and schedule information for grant programs, budgets, financial forecasting, and cash flow projections. She prepares reports on projects and grant funding, provides information for audits on project funding procedures used for managing project funding and expenditures, and provides oversight of subrecipients.



Johnathan Hill is a strategic communications and public outreach expert and currently serves as Franklin Associates' advisory services practice lead. With over 10 years of program implementation and outreach, Johnathan has honed his skills creating and managing engagement plans in different sectors of public projects including transportation, higher education, disaster management and more. Johnathan is currently leading the public outreach strategy for East Baton Rouge Parish's MOVEBR initiative, the largest transportation infrastructure investment in the parish's history.



Avery Jack has over twenty years of Call Center Experience with 10 years in Call Center Management and Implementation. Currently he is Managing the Franklin Call Center overseeing full time Call Center Agents dedicated to the EBR Emergency Rental Assistance Program. Avery also has over 5 years of disaster recovery experience working with FEMA following Hurricanes Katrina, Rita, Wilma, Gustav and Ike. He also provided Case Management for Catholic Charities of the Diocese of Baton Rouge during the aftermath of the 2016 Floods. Avery has a track record of proven agent improvement, improving morale and resolving technical issues as they arise within his staff.



Shawna McElfish has six years of grant writing, grant administration, and project management. She joined GrantWorks in October 2019 as an Application Specialist and has quickly moved up the ranks. As the Director of Application Services, Shawna works and coordinates with municipalities, chambers of commerce, local businesses, economic development corporations, and other local entities to develop application projects. Other tasks included conducting research, gathering internal and external data to support grant requests, writing drafts, obtaining approvals, monitoring the progress of deadlines, and preparing application materials. Shawna writes grants primarily for community and economic development infrastructure projects. She is detail orientated and organized, with strong communication skills. Shawna is also a Texas CDBG Certified Administrator.



Andrew Santee has directed multiple public engagement projects for the Louisiana Department of Transportation, East Baton Rouge Parish, and the Community Foundation of Southwest Louisiana. He has experience working on federally funded grant programs including HUD CDBG-DR Hurricane Ida recovery for the Louisiana Housing Corporation as well as ARPA funding for East Baton Rouge where he helped clients implement and develop training materials for their use of SLFRF. A recently transitioned veteran, he served as an Armor Officer for seven years before being discharged as a Captain. During his time in the military, he deployed to Afghanistan and Korea, and served in a number of leadership, operational planning, and logistics roles.



Vallorie Young has 14 years of grant management experience working on state-level CDBG and HOME housing and FEMA hazard mitigation programs. Vallorie has experience working with the Baton Rouge Redevelopment Authority, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), and the Louisiana Office of Community Development-Disaster Recovery Unit. She assists with client development, opportunity identification, grant application development, planning activities, project submittals, and tracking through grant closeout and compliance. She coordinates and oversees housing and infrastructure programs with multiple projects at various stages of implementation and interacts effectively with local, state, and federal agency officials and staff members in meetings and through written memos, emails, formal letters, and telephone conversations.

Project Management across all Staff Support Areas

The Franklin Team will use automated project checklists and workflows built into our Airtable project management system to keep projects and communications on track. We build checkpoints to identify bottlenecks and risks so potential issues are discovered at the earliest point in the process and addressed before they create a problem. We will meet with political subdivisions on a regular basis (twice a week is typical) to ensure constant communication on pressing issues and bi-weekly program check-in meetings with LITACorp for focused problem-solving and advance planning to ensure we are meet all funding commitment and expenditure deadlines. We will also provide a line of continuous communication for ad-hoc consultation when needed as questions pop up. As we do on all projects, we will strive to complete our work and services ahead of time in as many areas as possible including contract reviews, eligibility planning, SOP development, risk assessments, and schedules.

The Franklin Team will deliver weekly status reports to LITACorp that will include assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues. These status reports can be delivered more frequently at LITACorp's request.

Our diverse team is experienced in various project types so regardless of what IJJA funded projects political subdivisions want to fund, all staff assigned to this project have full access to the knowledge and depth of all Franklin and GrantWorks staff (not just those assigned to the project). This means LITACorp can tap all our staff to address even the thorniest project scoping or compliance questions whether it involves: labor standards, environmental compliance, acquisition and URA, reporting, procurement, contracting, data management, or planning.

At LITACorp's direction, we will assign staff to each jurisdiction to provide the best customer service possible and provides additional support from our other internal departments. We ensure completeness on the front end, and our key to success is communication and processes that keep the client included, informed, and respected throughout the entire project lifecycle. We go above and beyond to ensure that all projects are successful. We encourage recipients to maximize the impact of funds by leveraging dollars, creating private/public partnerships wherever possible, and leveraging other funding sources, as applicable. We understand that many of our clients have

grants and financial management departments that will continue to be in place after they expend the IIJA/BIL funds. Our staff seek to understand and work within existing processes, providing compliance guidance and support, where needed, to make the most of their IIJA/BIL allocation. Our goal is to collaborate and offer management services that complement and integrate with existing structures. In this regard, we view this as an opportunity to work with political subdivisions to build their capacity long after our work is complete.

AREA 1: Pursuing IIJA Grant Funding

For some political subdivisions, this may be the first time they are assembling a request for federal funding at this scale and for many more, their first time applying for funding that will combine federal funding with other federal funding sources (in this case, IIJA/BIL and CDBG). Regardless of the project, our team will develop application policies and procedures, checklists, and FAQs for political subdivisions so they can easily participate in application for funding and determine what are eligible activities so they can start to consider how they may engage with the process.

The Franklin team has successfully delivered more than 5,000 in-person events in Louisiana alone educating communities and local governments about available funding and local initiatives.

In addition, our staff will partner with applicants to build trust and ensure that all applicants are collecting the necessary information and providing technical assistance in all areas including cost benefit analyses and environmental reviews. Each political subdivision will be different in terms of what they need to get their application completed and submitted. Our assistance will be tailored to meet the strategic priorities and capacity of each political subdivision. Consistent and effective communications protocols are a pivotal part of successful applications. We will develop outreach and training efforts utilizing our well-honed best practices with a particular focus on engaging communities that may need extra help to apply for funding. This will be done through multi-layered public outreach and stakeholder meetings for the political subdivisions.

The Franklin Team will work side by side with political subdivisions to help them conceive, design and compile compelling applications that are technically feasible, can be accomplished within budget and completed by state and federal timelines. We will review all applications to ensure each file is completed and all required documents have been submitted. Program procedures will include checklists which mirror the end-of-process QA/QC checklists to guide staff through the process and ensure that they understand the standards to which each application will be held. Our staff will conduct comprehensive reviews of file documentation as well.

AREA 2: Managing Successful IIJA Grant Applications

We proactively communicate with all stakeholders to 1) avoid issues that may result in questioned costs or audit concerns and 2) resolve any identified problems as quickly as possible. For each political subdivision, we will assist with establishing and maintaining compliant project and financial records and processes by using Franklin's cloud-based Airtable database to track obligations and expenditures for each IIJA/BIL-funded project. Our database will collect all information required for Quarterly Project and Expenditure Reports and ensures compliance with federal and state requirements. We will maintain electronic documentation to ensure eligibility,

compliance, and benchmark conformance. Other cost control services include preparing and submitting all required reports, monitoring changing IIJA/BIL compliance guidance, implementing fraud prevention and abuse practices, submitting and reviewing all program invoices, and preparing and submitting close-out documents.

The Franklin team assists with establishing and maintaining compliant financial records and recordkeeping requirements that comply with federal, state, and local regulations. Our recordkeeping methods consistently receive high marks from state and federal monitors. We focus on providing best-practice financial documentation strategies so that the jurisdictions are always audit-ready and ensure eligibility and benchmark conformance. Other cost control services include preparing and submitting all required reports, monitoring IIJA/BIL program compliance, implementing fraud prevention and abuse practices, and submitting and reviewing financial and contractual documents.

The Franklin Team will maintain reports on the following, at minimum:

- Program application reporting based on status, including aging and production reports
- Disbursement reporting, including statuses, aging and reconciliations
- Actual Federal Funds request process with process flow and communications
- Draw request reports and closing data
- Types of draw requests with descriptors, activity codes and identifiers
- Summary Reporting followed by a list of pertinent acronyms associated with the federal funds management process



AREA 3: Project Management

This is a critical area of support as we will work with LITACorp to ensure this entire program runs smoothly and as many projects as possible are funded and all staff supporting the work across Areas 1, 2 and 4 are coordinated and effectively supporting political subdivisions. We will work with LITACorp to prepare and respond to all applicant and constituent questions and inquiries. We will provide a broad view of all projects and ensure that regional and local priorities are being met while providing insights and recommendations for better ways to allocate and distribute funding and more efficiently manage all projects. In addition, we will ensure there is a cohesive plan for identifying the appropriate use of CDBG dollars as match. We will provide management reports so LITACorp can make data driven decisions and report to stakeholders and we will meet regularly with LITACorp to ensure the smooth management of all projects.

AREA 4: Professional Technical Support

The Franklin Team is not submitting a proposal for this area.

Attachments

Attachment 1: Optional Marketing Materials

Putting
People
First



Key Issues

- **CV-19 Environment Delivery**
- **Homeless Populations**
- **Rehousing Coordination**

Completed: 2021

COVID NCS SHELTERING

South Louisiana

Franklin Associates, LLC, as the Program Manager of Disaster Recovery Housing Programs for the Louisiana Housing Corporation, was tasked with staffing and managing seven non-congregate shelters for highly vulnerable homeless populations during the COVID-19 pandemic. This project required swift staffing deployments and creation of processes in a high pressure environment, as well as 24/7 service provision in multiple sites in manners consistent with CDC guidelines to protect the residents and staff.

The Franklin team continued to operate one remaining shelter of the seven total as efforts to rehouse the shelter residents continued, through spring of 2021. More than 700 residents occupied the seven sites across Baton Rouge and New Orleans during this project.

In this role, our personnel worked closely with LHC and local non-profit partners to coordinate onsite service provision, maintain the safety of the residents, and implement long-term housing plans. Housing specialists, resident advisors and case management personnel, as well as safety and medical services, were coordinated by the Franklin team.



Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

**Putting
People
First**



Buyout and Resettlement Programs

Louisiana

Franklin Associates, LLC, was tasked to provide both program management and case management services as the State of Louisiana developed and implemented its first statewide buyout program and its first resettlement programs.

Franklin's team provided strategic process and policy development services from inception to completion on these projects, including setup of systems of record, creating and finalizing policies, and developing protocols for project implementation. As the projects moved into implementation, the Franklin team provided direct case management services to successfully drive the statewide Restore Solution 4 Buyout and Housing Assistance program, including two community-specific programs, as well as the Isle de Jean Charles Resettlement Program. Two new communities are currently in final buildout phases in New Roads and Schriever in connection with these projects, serving as a national resilience model.

Key Issues

- **CDBG Funded Programs**
- **Disaster Recovery**
- **Disaster Resilience**
- **Policy Development**
- **Training**
- **Case Management**
- **New Community CM**



In Progress: 2022

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Attachment 2: Contract Edits

Franklin accepts all contract terms and conditions as outlined in Attachment VI: Sample Generic Contract except for the following potential proposed changes to the sample generic contract for LITACorp consideration upon contract award.


10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

Generic Contract Language: LITACorp may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. LITACorp shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Proposed Contract Language: Propose removal of entirety of 10.2. Termination of this Contract for Convenience as this nullifies the contractual relationship. Termination for cause or for lack of funding are appropriate should those situations occur, but convenience termination creates undue stress on organizations in place to serve the client.

Appendices

Appendix 1: MBE Certification



THIS CERTIFIES THAT


Franklin Associates, LLC
dba N/A


NMSDC
National Minority Supplier
Development Council

* Nationally certified by the: **SOUTHERN REGION MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541820

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

<p>06/27/2022</p> <hr/> <p>Issued Date</p>	<p style="text-align: right;">SR01130</p> <hr/> <p style="text-align: right;">Certificate Number</p>
<p>06/23/2023</p> <hr/> <p>Expiration Date</p>	<p style="text-align: center;"> Ying McGuire NMSDC CEO and President</p> <hr/> <p style="text-align: center;"> Alvin-o Williams Interim President/CEO</p>

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Appendix 2: Audited Financial Statements

2021

FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

FINANCIAL REPORT

(Compiled)

December 31, 2021

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

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December 31, 2021

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Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal



To the Member
Franklin Associates, LLC
Baton Rouge, Louisiana

Management is responsible for the accompanying financial statements of **FRANKLIN ASSOCIATES, LLC** (a single member limited liability company) (Company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations and changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed the compilation engagement in accordance with Statements for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The supplementary information contained in Schedule 1 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Faulk & Winkler, LLC
Certified Public Accountants

Baton Rouge, Louisiana
August 19, 2022

Exhibit A
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

BALANCE SHEETS

December 31, 2021 and 2020

(See Independent Accountants' Compilation Report)

	ASSETS	
	<u>2021</u>	<u>2020</u>
CURRENT		
Cash	\$ 3,235,598	\$ 3,029,423
Accounts receivable	6,875,490	14,633,473
Prepaid expenses and other	<u>37,590</u>	<u>84,651</u>
Total current assets	10,148,678	17,747,547
PROPERTY AND EQUIPMENT, net	<u>398,462</u>	<u>131,214</u>
Total assets	<u>\$ 10,547,140</u>	<u>\$ 17,878,761</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 1,665,248	\$ 5,780,259
Accrued expenses	<u>86,736</u>	<u>133,593</u>
Total current liabilities	1,751,984	5,913,852
NOTE PAYABLE	<u>-</u>	<u>253,200</u>
Total liabilities	1,751,984	6,167,052
MEMBER'S EQUITY	<u>8,795,156</u>	<u>11,711,709</u>
Total liabilities and member's equity	<u>\$ 10,547,140</u>	<u>\$ 17,878,761</u>

The accompanying notes to financial statements are
 an integral part of this statement.

2

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit B
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

**STATEMENTS OF OPERATIONS
 AND CHANGES IN MEMBER'S EQUITY**

For the years ended December 31, 2021 and 2020

(See Independent Accountants' Compilation Report)

	<u>2021</u>	<u>2020</u>
REVENUE		
Fees	\$ 8,549,498	\$ 30,759,564
Rental	57,345	-
Total revenue	8,606,843	30,759,564
OPERATING EXPENSES	<u>5,254,835</u>	<u>19,318,399</u>
Operating income	3,352,008	11,441,165
OTHER INCOME (EXPENSE)		
Paycheck Protection Program loan forgiveness	253,200	-
Other income	6,233	3,574
Interest	<u>(505)</u>	<u>(11,572)</u>
Total other income (expense)	<u>258,928</u>	<u>(7,998)</u>
Net income	3,610,936	11,433,167
MEMBER'S EQUITY		
Beginning of year	11,711,709	1,238,756
Distributions to member	<u>(6,527,489)</u>	<u>(960,214)</u>
End of year	<u>\$ 8,795,156</u>	<u>\$ 11,711,709</u>

 The accompanying notes to financial statements are
 an integral part of this statement.

3

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit C
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2021 and 2020

(See Independent Accountants' Compilation Report)

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 3,610,936	\$ 11,433,167
Adjustments for non-cash items:		
Depreciation	72,386	34,315
Forgiveness of Paycheck Protection Program Loan	(253,200)	-
Change in operating assets and liabilities:		
Accounts receivable, prepaid expenses, and other assets	7,805,044	(13,899,447)
Accounts payable and accrued expenses	<u>(4,161,868)</u>	<u>5,700,160</u>
Net cash provided by operating activities	<u>7,073,298</u>	<u>3,268,195</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisitions of property and equipment	<u>(339,634)</u>	<u>(88,763)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Payroll Protection Program Loan	-	253,200
Proceeds from line of credit	-	700,000
Principal payments on line of credit	-	(700,000)
Distributions to member	<u>(6,527,489)</u>	<u>(960,214)</u>
Net cash used by financing activities	<u>(6,527,489)</u>	<u>(707,014)</u>
Net increase in cash	206,175	2,472,418
CASH		
Beginning of year	<u>3,029,423</u>	<u>557,005</u>
End of year	<u>\$ 3,235,598</u>	<u>\$ 3,029,423</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 505</u>	<u>\$ 11,572</u>

 The accompanying notes to financial statements are
 an integral part of this statement.

4

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit D

FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

NOTES TO FINANCIAL STATEMENTS

(See Independent Accountants' Compilation Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and operations

Franklin Associates, LLC (a single member limited liability company) (the Company) is a management consulting firm specializing in communications, project management, urban planning, and disaster recovery services.

The Company is located in Baton Rouge, Louisiana and derives the majority of its revenue from clients in Louisiana.

Financial statement presentation

The financial statements of the Company are prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America.

Estimates

Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Significant estimates used in preparing these financial statements include depreciation of property and an allowance for uncollectable accounts receivable.

Cash and cash equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. At times throughout the year the Company may maintain bank balances in excess of the FDIC insured limits. Management believes the risk is limited. The Company had balances in excess of insured limits of \$2,985,598 and \$2,779,423 as of December 31, 2021 and 2020.

(Continued)

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable and revenue recognition

Accounts receivable are recorded at cost, net of an allowance for uncollectable accounts. Generally, the Company does not require collateral with the extension of credit.

A general allowance for uncollectable accounts receivable is based on management's estimate of the collectability of accounts receivable. There was no allowance for uncollectable accounts recorded as of December 31, 2021 and 2020. Retainage receivable was \$4,037 and \$2,560 at December 31, 2021 and 2020, respectively, and is included in accounts receivable on the balance sheets.

Accounts receivable balances, net of allowance for uncollectable accounts, as of January 1, 2021 and 2020 were \$14,633,473 and \$800,672, respectively.

The Company's revenues are derived from project management and consulting services which are outlined in individual contracts with customers. Contracts for each customer are unique and provide a description of each service and/or deliverable the Company is to provide. As the Company provides services, costs associated with the project are accumulated and are used to determine what deliverables have been met and the amount of revenue to recognize. As the Company performs the services of the contract, the Company bills the customer according to contract terms and as a result, revenue is recognized over time. Contract amounts are agreed upon in advance and are typically for a fixed amount.

The Company earns revenue from the rental of event center space to outside parties. The Company has determined that the transaction prices related to contracts entered through exchange transactions are primarily attributable to one performance obligation (event center space rentals). The Company recognizes revenue when the performance obligation is satisfied (event center space is utilized). The event center can be rented out for different purposes as well as variable terms, all of which are short term in nature. The Company leases the event center from a related party as discussed in Note 3.

Payments from customers is based on terms agreed upon in the contract, generally it is within 30 days, however, most customers are governmental agencies or organizations who use federal, state, or local funding sources to pay for the Company's services. As a result, some payment terms may be delayed due to the nature and timing of federal funding.

The Company offers no warranties or related obligations for their services.

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

Property and equipment are stated at cost less accumulated depreciation which is computed under the straight-line method over the estimated useful lives of the assets. The Company has a policy of capitalizing property and equipment acquisitions in excess of \$1,000. Expenses for repairs and maintenance are charged to operations as incurred. Upon disposal, the cost and related accumulated depreciation are removed from the accounts and gain or loss, if any, is reflected in the statement of operations.

Advertising

The Company expensed advertising costs of \$44,238 and \$36,668 as incurred in 2021 and 2020, respectively.

Income taxes

The Company is a disregarded entity under the provisions of the Internal Revenue Code. Accordingly, no provision or liability for federal or state income taxes is reflected in the accompanying financial statements. Instead, the member is liable for individual federal and state income taxes on the Company's taxable income. The Company's open tax periods are 2018 through 2021.

Concentration of credit risk

The Company's revenues are derived primarily from clients located in Louisiana. Financial instruments that potentially subject the Company to concentration of credit risk consist of cash and trade, receivables. The Company generally does not require collateral from customers. The Company typically maintains its cash balances in local banks that may, at times, exceed FDIC limits. Management believes this risk is limited.

Accrued vacation

Vacation leave is earned at varying rates for two to four weeks per year depending on length of service. A maximum of five days of unused vacation leave can be carried over at December 31 at the discretion of management. Additionally, unused vacation is paid at termination. At December 31, 2021 and 2020, amounts related to unused, earned vacation leave are reflected in accrued expenses in the amount of \$13,474 and \$13,072, respectively.

Subsequent events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through August 19, 2022, which was the date the financial statements were available to be issued.

7

Exhibit D
(Continued)

NOTE 2 - PROPERTY AND EQUIPMENT

Property and equipment, related service lives and accumulated depreciation at December 31, 2021 and 2020 are as follows:

<u>Description</u>	<u>Estimated Service Lives</u>	<u>2021</u>	<u>2020</u>
Furniture and fixtures	7 years	\$ 420,444	\$ 102,132
Vehicles	5 years	127,961	127,961
Computer equipment	5 years	55,630	39,448
Computer software	3 years	16,168	16,168
IT Equipment	5years	14,605	14,605
Telephone system	7 years	6,572	6,572
Leasehold improvements	10 years	5,139	-
Equipment	5 years	2,881	2,881
		649,400	309,767
Less accumulated depreciation		(250,938)	(178,553)
Total property and equipment, net		<u>\$ 398,462</u>	<u>\$ 131,214</u>

Depreciation expense during 2021 and 2020 was \$72,386 and \$34,315, respectively.

NOTE 3 - RELATED PARTY TRANSACTIONS

The Laude Group, LLC

The Laude Group, LLC provides office facilities and has common ownership. Rent charged to the Company was \$10,000 and \$32,500 during 2021 and 2020, respectively. The lease matured on June 30, 2020 and was then converted into a month to month lease upon expiration. The Company leased this building for the first four months of 2021.

250 SF, LLC

250 SF, LLC provides office facilities to the Company and has common ownership. The lease was signed in May 2021 and will mature after a primary term of 12 years. The monthly rent for the facility lease is set at \$15,500. 250 SF, LLC also provides the Company with an event center facility. The event center lease was signed in May of 2021 for a 12 year lease with monthly rent of \$10,000. Rent charged to the Company was \$204,000 in 2021.

Exhibit D
(Continued)

NOTE 4 - LINE OF CREDIT

The Company has a \$700,000 line of credit with its financial institution that matures in August 5, 2023. Interest is due monthly and is computed at the Wall Street Journal Prime Rate plus 0.75 percentage points (effective rate of 4.00% as of December 31, 2021). The line of credit is secured by the assets of the Company and is guaranteed by the member. The line of credit was unused during the years ended December 31, 2021 and 2020.

NOTE 5 - NOTE PAYABLE

During 2020, the Company received loan proceeds in the amount of approximately \$253,200 under the Paycheck Protection Program (PPP). The PPP, established as part of the CARES Act, provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying organization. The loans and accrued interest may be forgivable as long as the borrower uses the loan proceeds for eligible purposes, including payroll, certain employee benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness may be reduced if the borrower terminates employees or reduces salaries during the 24-week period. See Note 9 for further information regarding loan forgiveness.

On April 6, 2021, the Company's PPP loan was forgiven in full as result of the Company meeting the required criteria for loan forgiveness as described above. The full amount of forgiveness will be recognized during the 2021 fiscal year. PPP Loans are subject to audit for six years from the date of forgiveness. Department of Treasury guidance states that loans over \$2 million will be fully audited and loans under \$2 million are subject to random audits. If audited, the U.S. Small Business Administration could redetermine the amount of forgiveness.

NOTE 6 - RETIREMENT PLAN

The Company offers retirement benefits through simple individual retirement accounts for eligible employees electing to establish an account. The plan includes a provision under which the eligible employees may defer a maximum of \$13,000 of their annual compensation, pursuant to Section 408(p) of the Internal Revenue Code. The Company provides matching contributions of 3% of eligible compensation. Participants are fully vested in contributions made to their individual retirement account. The Company contributed \$22,098 and \$21,176 in 2021 and 2020, respectively.

NOTE 7 - DISTRIBUTIONS

The member may elect to make distributions to pay income taxes and for other purposes. Although the amounts of future distributions have not been determined, the distributions could be material to the financial statements. During 2021 and 2020, member distributions were \$6,527,489 and \$960,214 respectively.

Exhibit D
(Continued)

NOTE 8 - CONCENTRATIONS

At December 31, 2021, approximately 75% of the Company's accounts receivable was from one customer. Additionally, 57% of revenue was derived from one customer for the year ended 2021.

At December 31, 2020, approximately 94% of the Company's accounts receivable was from one customer. Additionally, 90% of revenue was derived from one customer for the year ended 2020.

Schedule 1
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

SCHEDULES OF OPERATING EXPENSES

For the years ended December 31, 2021 and 2020

(See Independent Accountants' Compilation Report)

	<u>2021</u>	<u>2020</u>
Salaries	\$ 2,635,272	\$ 5,975,737
Subcontracted services	1,332,139	11,462,520
Occupancy	295,536	50,287
Materials and supplies	246,922	77,954
Payroll taxes	213,581	501,316
Employee benefits	95,990	109,404
Professional services	95,220	146,507
Depreciation	72,386	34,315
Insurance	75,682	35,026
Advertising	44,238	36,668
Telephone and internet	42,027	15,327
Dues, subscriptions, and publications	38,232	28,516
Employee relations	22,887	18,288
Mileage	16,157	250,664
Automobile	4,480	5,599
Meals	1,741	547,277
Bad debt	-	10,807
Travel and lodging	9,986	5,924
Other	12,359	6,263
Total operating expenses	<u>\$ 5,254,835</u>	<u>\$ 19,318,399</u>

2020

FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

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December 31, 2020

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Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

**INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

To the Member
Franklin Associates, LLC
Baton Rouge, Louisiana

Management is responsible for the accompanying financial statements of **FRANKLIN ASSOCIATES, LLC** (a single member limited liability company) (Company), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations and changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed the compilation engagement in accordance with Statements for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The supplementary information contained in Schedule 1 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.



Certified Public Accountants

Baton Rouge, Louisiana
December 23, 2021

Exhibit A
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

BALANCE SHEETS

December 31, 2020 and 2019

(See Independent Accountants' Compilation Report)

	ASSETS	
	<u>2020</u>	<u>2019</u>
CURRENT		
Cash	\$ 3,029,423	\$ 557,005
Accounts receivable	14,633,473	800,672
Prepaid expenses and other	<u>84,651</u>	<u>18,005</u>
Total current assets	17,747,547	1,375,682
PROPERTY AND EQUIPMENT, net	<u>131,214</u>	<u>76,766</u>
Total assets	<u>\$ 17,878,761</u>	<u>\$ 1,452,448</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 5,780,259	\$ 117,664
Accrued expenses	<u>133,593</u>	<u>96,028</u>
Total current liabilities	5,913,852	213,692
NOTE PAYABLE	<u>253,200</u>	<u>-</u>
Total liabilities	6,167,052	213,692
MEMBER'S EQUITY	<u>11,711,709</u>	<u>1,238,756</u>
Total liabilities and member's equity	<u>\$ 17,878,761</u>	<u>\$ 1,452,448</u>

The accompanying notes to financial statements are
 an integral part of this statement.

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Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit B
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

**STATEMENTS OF OPERATIONS
 AND CHANGES IN MEMBER'S EQUITY**

For the years ended December 31, 2020 and 2019

(See Independent Accountants' Compilation Report)

	<u>2020</u>	<u>2019</u>
REVENUE		
Fees	\$ 30,759,564	\$ 3,692,899
OPERATING EXPENSES	<u>19,318,399</u>	<u>2,378,039</u>
Operating income	11,441,165	1,314,860
OTHER INCOME (EXPENSE)		
Other income	3,574	87,810
Interest	<u>(11,572)</u>	<u>(787)</u>
Net income	11,433,167	1,401,883
MEMBER'S EQUITY		
Beginning of year	1,238,756	790,811
Distributions to member	<u>(960,214)</u>	<u>(953,938)</u>
End of year	<u>\$ 11,711,709</u>	<u>\$ 1,238,756</u>

 The accompanying notes to financial statements are
 an integral part of this statement.

3

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit C
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2020 and 2019

(See Independent Accountants' Compilation Report)

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 11,433,167	\$ 1,401,883
Adjustments for non-cash items:		
Depreciation	34,315	23,212
Change in operating assets and liabilities:		
Accounts receivable, prepaid expenses, and other assets	(13,899,447)	(17,030)
Accounts payable and accrued expenses	<u>5,700,160</u>	<u>(104,640)</u>
Net cash provided by operating activities	<u>3,268,195</u>	<u>1,303,425</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisitions of property and equipment	<u>(88,763)</u>	<u>(43,423)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Payroll Protection Program Loan	253,200	-
Proceeds from line of credit	700,000	-
Principal payments on line of credit	(700,000)	-
Distributions to member	<u>(960,214)</u>	<u>(953,938)</u>
Net cash used by financing activities	<u>(707,014)</u>	<u>(953,938)</u>
Net increase in cash	2,472,418	306,064
CASH		
Beginning of year	<u>557,005</u>	<u>250,941</u>
End of year	<u>\$ 3,029,423</u>	<u>\$ 557,005</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 11,572</u>	<u>\$ 787</u>

The accompanying notes to financial statements are
 an integral part of this statement.

4

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit D

FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

NOTES TO FINANCIAL STATEMENTS

(See Independent Accountants' Compilation Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and operations

Franklin Associates, LLC (a single member limited liability company) (the Company) is a management consulting firm specializing in communications, project management, urban planning, and disaster recovery services.

The Company is located in Baton Rouge, Louisiana and derives the majority of its revenue from clients in Louisiana.

Financial statement presentation

The financial statements of the Company are prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America.

Estimates

Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Significant estimates used in preparing these financial statements include depreciation of property and an allowance for uncollectable accounts receivable.

Cash and cash equivalents

Cash, for the statement of cash flows, consists of highly liquid investments with original maturities of three months or less. At times throughout the year the Company maintains bank accounts in excess of the FDIC insured limits. Management believes that the risk is limited.

(Continued)

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable and revenue recognition

Accounts receivable are recorded at cost, net of an allowance for uncollectable accounts. Generally, the Company does not require collateral with the extension of credit.

A general allowance for uncollectable accounts receivable is based on management's estimate of the collectability of accounts receivable. There was no allowance for uncollectable accounts recorded as of December 31, 2020 and 2019. Retainage receivable was \$2,560 and \$2,372 at December 31, 2020 and 2019, respectively, and is included in accounts receivable on the balance sheets.

Accounts receivable balances, net of allowance for uncollectable accounts, as of January 1, 2019 and 2020 were \$788,681 and \$800,672, respectively.

The Company's revenues are derived from project management and consulting services which are outlined in individual contracts with customers. Contracts for each customer are unique and provide a description of each service and/or deliverable the Company is to provide. As the Company provides services, costs associated with the project are accumulated and are used to determine what deliverables have been met and the amount of revenue to recognize. As the Company performs the services of the contract, the Company bills the customer according to contract terms and as a result, revenue is recognized over time. Contract amounts are agreed upon in advance and are typically for a fixed amount.

Payments from customers is based on terms agreed upon in the contract, generally it is within 30 days, however, most customers are governmental agencies or organizations who use federal, state, or local funding sources to pay for the Company's services. As a result, some payment terms may be delayed due to the nature and timing of federal funding.

The Company offers no warranties or related obligations for their services.

Property and equipment

Property and equipment are stated at cost less accumulated depreciation which is computed under the straight-line method over the estimated useful lives of the assets. The Company has a policy of capitalizing property and equipment acquisitions in excess of \$1,000. Expenses for repairs and maintenance are charged to operations as incurred. Upon disposal, the cost and related accumulated depreciation are removed from the accounts and gain or loss, if any, is reflected in the statement of operations.

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising

The Company expensed advertising costs of \$36,668 and \$41,986 as incurred in 2020 and 2019, respectively.

Income taxes

The Company is a disregarded entity under the provisions of the Internal Revenue Code. Accordingly, no provision or liability for federal or state income taxes is reflected in the accompanying financial statements. Instead, the member is liable for individual federal and state income taxes on the Company's taxable income. The Company's open tax periods are 2017 through 2020.

Concentration of credit risk

The Company's revenues are derived primarily from clients located in Louisiana. Financial instruments that potentially subject the Company to concentration of credit risk consist of trade cash, receivables and accounts payable. The Company generally does not require collateral from customers. The Company typically maintains its cash balances in local banks that may, at times, exceed FDIC limits. Management believes this risk is limited.

Accrued vacation

Vacation leave is earned at varying rates for two to four weeks per year depending on length of service. A maximum of five days of unused vacation leave can be carried over at December 31 at the discretion of management. Additionally, unused vacation is paid at termination. At December 31, 2020 and 2019, amounts related to unused, earned vacation leave are reflected in accrued expenses in the amount of \$13,072 and \$12,676, respectively.

Adoption of new accounting standards

On January 1, 2020, the Company adopted ASU 2014-09 *Revenue from Contracts with Customers* and all subsequent ASU (collectively "ASC 606") which creates a single framework for recognizing revenue from contracts with customers that fall within its scope. This ASU replaced most revenue recognition guidance in U.S. GAAP and addresses how an entity should recognize revenue derived from various contracts with customers that generate revenue, along with requiring additional disclosures related to the nature, amount, and timing of revenue and cash flows arising from contracts with customers. Primarily, the update requires the Company to evaluate various performance obligations related to its contracts with customers, allocate the transaction price to the various performance obligations, and recognize revenue as performance obligations are satisfied.

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Adoption of new accounting standards (continued)

As noted above, the Company's revenue primarily relates to project management and consulting services. The Company has determined that the transaction prices related to the contracts are primarily attributable to individual performance obligations that are satisfied over time. When a customer requests additional services not covered in the original contract, the Company establishes a new contract with the Customer to cover those separate obligations. As a result, the adoption of this standard did not change the Company's methodology for revenue recognition for its current revenue streams. Because of the adoption of ASC 606 does not materially change the way the Company recognizes revenue, there was no restatement required to beginning member's equity as of January 1, 2020.

Subsequent events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through December 23, 2021, which was the date the financial statements were available to be issued.

NOTE 2 - PROPERTY AND EQUIPMENT

Property and equipment, related service lives and accumulated depreciation at December 31, 2020 and 2019 are as follows:

<u>Description</u>	<u>Estimated Service Lives</u>	<u>2020</u>	<u>2019</u>
Furniture and fixtures	7 years	\$ 102,132	\$ 15,497
Vehicles	5 years	127,961	127,961
Computer equipment	5 years	39,448	39,593
Computer software	3 years	16,168	16,168
IT Equipment	5 years	14,605	14,605
Telephone system	7 years	6,572	6,572
Equipment	5 years	<u>2,881</u>	<u>608</u>
		309,767	221,004
Less accumulated depreciation		<u>(178,553)</u>	<u>(144,238)</u>
Total property and equipment, net		<u>\$ 131,214</u>	<u>\$ 76,766</u>

Depreciation expense during 2020 and 2019 was \$34,315 and \$23,212, respectively.

Exhibit D
(Continued)

NOTE 3 - RELATED PARTY TRANSACTIONS**The Laude Group, LLC**

The Laude Group, LLC provides office facilities and has common ownership. Rent charged to the Company was \$32,500 and \$30,000 during 2020 and 2019, respectively.

The lease matured on June 30, 2020 and was then converted into a month to month lease upon expiration.

NOTE 4 - LINE OF CREDIT

The Company has a \$700,000 line of credit with its financial institution that matures in August 5, 2023. Interest is due monthly and is computed at the Wall Street Journal Prime Rate plus 0.75 percentage points (effective rate of 4.00% as of December 31, 2020). The line of credit is secured by the assets of the Company and is guaranteed by the member. No amounts were owed on the line of credit at December 31, 2020 and was unused during 2019.

NOTE 5 - NOTE PAYABLE

During 2020, the Company received loan proceeds in the amount of approximately \$253,200 under the Paycheck Protection Program (PPP). The PPP, established as part of the CARES Act, provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying organization. The loans and accrued interest may be forgivable as long as the borrower uses the loan proceeds for eligible purposes, including payroll, certain employee benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness may be reduced if the borrower terminates employees or reduces salaries during the 24-week period. See Note 9 for further information regarding loan forgiveness.

NOTE 6 - RETIREMENT PLAN

The Company offers retirement benefits through simple individual retirement accounts for eligible employees electing to establish an account. The plan includes a provision under which the eligible employees may defer a maximum of \$13,000 of their annual compensation, pursuant to Section 408(p) of the Internal Revenue Code. The Company provides matching contributions of 3% of eligible compensation. Participants are fully vested in contributions made to their individual retirement account. The Company contributed \$21,176 and \$15,955 in 2020 and 2019, respectively.

NOTE 7 - DISTRIBUTIONS

The member may elect to make distributions to pay income taxes and for other purposes. Although the amounts of future distributions have not been determined, the distributions could be material to the financial statements. During 2020 and 2019, member distributions were \$960,214 and \$953,938 respectively.

Exhibit D
(Continued)

NOTE 8 - CONCENTRATIONS

At December 31, 2020, approximately 94% of the Company's accounts receivable was from one customer. Additionally, 90% of revenue was derived from one customer for the year ended 2020.

At December 31, 2019, approximately 58% of the Company's accounts receivable were from four customers. Additionally, 59% of revenue was derived from four customers for the year ended 2019.

NOTE 9 - SUBSEQUENT EVENT

On March 23, 2021, the Company's PPP loan was forgiven in full as result of the Company meeting the required criteria for loan forgiveness as previously described in Note 5. The full amount of forgiveness will be recognized during the 2021 fiscal year. PPP Loans are subject to audit for six years from the date of forgiveness. Department of Treasury guidance states that loans over \$2 million will be fully audited and loans under \$2 million are subject to random audits. If audited, the U.S. Small Business Administration could redetermine the amount of forgiveness.

Schedule 1
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

SCHEDULES OF OPERATING EXPENSES

For the years ended December 31, 2020 and 2019

(See Independent Accountants' Compilation Report)

	<u>2020</u>	<u>2019</u>
Subcontracted services	\$ 10,950,459	\$ 607,219
Salaries	5,975,737	1,300,336
Meals	547,277	790
Travel and lodging	517,985	9,142
Payroll taxes	501,316	98,268
Mileage	250,664	2,530
Professional services	146,507	49,052
Employee benefits	109,404	91,743
Materials and supplies	77,954	30,372
Occupancy	50,287	41,233
Advertising	36,668	41,986
Insurance	35,026	29,137
Depreciation	34,315	23,212
Dues, subscriptions, and publications	28,516	8,925
Employee relations	18,288	15,857
Telephone and internet	15,327	10,422
Bad debt	10,807	-
Automobile	5,599	9,601
Other	6,263	8,214
	<u>\$ 19,318,399</u>	<u>\$ 2,378,039</u>
Total operating expenses	<u>\$ 19,318,399</u>	<u>\$ 2,378,039</u>

FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

FINANCIAL REPORT

(Compiled)

December 31, 2020

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

2019

FRANKLIN ASSOCIATES, LLC
Baton Rouge, Louisiana**FINANCIAL REPORT**
(Compiled)

December 31, 2019

FAULK & WINKLER
CPAs - BUSINESS ADVISORS

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

FRANKLIN ASSOCIATES, LLC
Baton Rouge, Louisiana**TABLE OF CONTENTS**

December 31, 2019

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Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

**INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

To the Member
Franklin Associates, LLC
Baton Rouge, Louisiana

Management is responsible for the accompanying financial statements of **FRANKLIN ASSOCIATES, LLC** (a Louisiana limited liability company) (Company), which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations and changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed the compilation engagement in accordance with Statements for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The supplementary information contained in Schedule I is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.



Certified Public Accountants

Baton Rouge, Louisiana
October 6, 2020

Exhibit A
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

BALANCE SHEETS

December 31, 2019 and 2018

(See Independent Accountants' Compilation Report)

	ASSETS	
	<u>2019</u>	<u>2018</u>
CURRENT		
Cash	\$ 557,005	\$ 250,941
Accounts receivable, net	800,672	788,681
Prepaid expenses and other	<u>18,005</u>	<u>12,966</u>
Total current assets	1,375,682	1,052,588
PROPERTY AND EQUIPMENT, net	<u>76,766</u>	<u>56,555</u>
Total assets	<u>\$ 1,452,448</u>	<u>\$ 1,109,143</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 213,692	\$ 318,332
MEMBER'S EQUITY	<u>1,238,756</u>	<u>790,811</u>
Total liabilities and member's equity	<u>\$ 1,452,448</u>	<u>\$ 1,109,143</u>

The accompanying notes to financial statements are
 an integral part of this statement.

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Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit B
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

**STATEMENTS OF OPERATIONS
 AND CHANGES IN MEMBER'S EQUITY**

For the years ended December 31, 2019 and 2018

(See Independent Accountants' Compilation Report)

	<u>2019</u>	<u>2018</u>
REVENUE		
Fees	\$ 3,692,899	\$ 2,748,720
OPERATING EXPENSES	<u>2,378,826</u>	<u>2,468,953</u>
Income from operations	1,314,073	279,767
OTHER		
Other income	<u>87,810</u>	<u>1,323</u>
Net income	1,401,883	281,090
MEMBER'S EQUITY		
Beginning of year	790,811	880,131
Distributions to member	<u>(953,938)</u>	<u>(370,410)</u>
End of year	<u>\$ 1,238,756</u>	<u>\$ 790,811</u>

 The accompanying notes to financial statements are
 an integral part of this statement.

3

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit C
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2019 and 2018

(See Independent Accountants' Compilation Report)

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,401,883	\$ 281,090
Adjustments for non-cash items:		
Depreciation	23,212	22,230
Change in operating assets and liabilities:		
Accounts receivable, prepaid expenses, and other assets	(17,030)	1,143,435
Accounts payable and accrued expenses	<u>(104,640)</u>	<u>(1,141,082)</u>
Net cash provided by operating activities	<u>1,303,425</u>	<u>305,673</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisitions of property and equipment	<u>(43,423)</u>	<u>(7,880)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to member	<u>(953,938)</u>	<u>(370,410)</u>
Net increase (decrease) in cash	306,064	(72,617)
CASH		
Beginning of year	<u>250,941</u>	<u>323,558</u>
End of year	<u>\$ 557,005</u>	<u>\$ 250,941</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 787</u>	<u>\$ 168</u>

 The accompanying notes to financial statements are
 an integral part of this statement.

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Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Exhibit D**FRANKLIN ASSOCIATES, LLC**
Baton Rouge, Louisiana**NOTES TO FINANCIAL STATEMENTS**

(See Independent Accountants' Compilation Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Organization and operations**

Franklin Associates, LLC (the Company) is a management consulting firm specializing in communications, project management, urban planning, and disaster recovery services.

The Company is located in Baton Rouge, Louisiana and derives the majority of its revenue from clients in Louisiana.

Method of accounting

Assets, liabilities, revenues and expenses are recognized on the accrual method of accounting.

Estimates

Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Significant estimates used in preparing these financial statements include depreciation of property and an allowance for uncollectable accounts receivable.

Cash and cash equivalents

Cash, for the statement of cash flows, consists of highly liquid investments with original maturities of three months or less. At times throughout the year the Company maintains bank accounts in excess of the FDIC insured limits. Management believes that the risk is limited.

(Continued)

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable and revenue recognition

Accounts receivable are recorded at cost, net of an allowance for uncollectable accounts. Generally, the Company does not require collateral with the extension of credit. The Company ages its accounts receivable using the corresponding date services are performed and considers accounts past due based on terms agreed upon in the transaction, which is generally 30 days. Retainage receivable was \$2,372 and \$2,372 at December 31, 2019 and 2018, respectively.

A general allowance for uncollectable accounts receivable is based on management's estimate of the collectability of accounts receivable. At December 31, 2018, management has recorded an allowance for doubtful accounts of \$69,567. There was no allowance for uncollectable accounts recorded as of December 31, 2019.

Revenues are recognized as services are performed. Costs associated with the revenues are recognized when the related revenues are recognized.

Property and equipment

Property and equipment are stated at cost less accumulated depreciation which is computed under the straight-line method over the estimated useful lives of the assets. The Company has a policy of capitalizing property and equipment acquisitions in excess of \$1,000. Expenses for repairs and maintenance are charged to operations as incurred. Upon disposal, the cost and related accumulated depreciation are removed from the accounts and gain or loss, if any, is reflected in the statement of operations.

Income taxes

The Company is taxed as a pass through entity under the provisions of the Internal Revenue Code. Accordingly, no provision or liability for federal or state income taxes is reflected in the accompanying financial statements. Instead, the member is liable for individual federal and state income taxes on the Company's taxable income. The Company prepares its income tax return using the cash basis of accounting. The Company's open tax periods are 2016 through 2019.

Advertising

The Company expensed advertising costs of \$1,061 and \$181 as incurred in 2019 and 2018, respectively.

Exhibit D
(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of credit risk

The Company's revenues are derived primarily from clients located in Louisiana. Financial instruments that potentially subject the Company to concentration of credit risk consist primarily of trade receivables. The Company generally does not require collateral from customers.

Accrued vacation

Vacation leave is earned at varying rates for two to four weeks per year depending on length of service. A maximum of five days of unused vacation leave can be carried over at December 31 at the discretion of management. Additionally, unused vacation is paid at termination. Accordingly, amounts related to unused, earned vacation leave have been accrued.

Subsequent events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through September 7, 2020, which was the date the financial statements were available to be issued.

NOTE 2 - PROPERTY AND EQUIPMENT

Property and equipment, related service lives and accumulated depreciation at December 31, 2019 and 2018 are as follows:

<u>Description</u>	<u>Estimated Service Lives</u>	<u>2019</u>	<u>2018</u>
Vehicles	5 years	\$ 127,961	\$ 98,735
Computer equipment	5 years	39,593	40,609
Computer software	3 years	16,168	16,168
Furniture and fixtures	7 years	15,497	15,497
IT Equipment	5 years	14,605	14,605
Telephone system	7 years	6,572	6,572
Equipment	5 years	<u>608</u>	<u>608</u>
		221,004	177,581
Less accumulated depreciation		<u>(144,238)</u>	<u>(121,026)</u>
		<u>\$ 76,766</u>	<u>\$ 56,555</u>

Depreciation expense during 2019 and 2018 was \$23,212 and \$22,230, respectively.

Exhibit D
(Continued)

NOTE 3 - RELATED PARTY**The Laude Group, LLC**

The Laude Group, LLC provides office facilities and has common ownership. Rent charged to the Company was \$30,000 and \$24,000 during 2019 and 2018, respectively.

The lease matured in June 30, 2020 and was then converted into a month to month lease upon expiration.

NOTE 4 - LINE OF CREDIT

The Company has a \$700,000 line of credit with its financial institution that matures in August 2021. Interest is due monthly and is computed at the Wall Street Journal Money Rate plus 0.75 percentage points (5.50% as of December 31, 2019). The line of credit is secured by the assets of the Company and is guaranteed by the stockholder. The line of credit was unused at December 31, 2019 and 2018.

NOTE 5 - RETIREMENT PLAN

The Company offers retirement benefits through simple individual retirement accounts for eligible employees electing to establish an account. The plan includes a provision under which the eligible employees may defer a maximum of \$13,000 of their annual compensation, pursuant to Section 408(p) of the Internal Revenue Code. The Company provides matching contributions of 3% of eligible compensation. Participants are fully vested in contributions made to their individual retirement account. The Company contributed \$15,955 and \$11,524 in 2019 and 2018, respectively.

NOTE 6 - DISTRIBUTIONS

The member may elect to make distributions to pay income taxes and for other purposes. Although the amounts of future distributions have not been determined, the distributions could be material to the financial statements. During 2019 and 2018, member distributions were \$953,938 and \$370,410 respectively.

NOTE 5 - RISKS AND UNCERTAINTIES

The COVID-19 outbreak in the United States has caused business disruption through mandated closings, reduction of operating hours, or operational restrictions for nonessential businesses, including retail stores, restaurants, personal service businesses and all entertainment venues. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. Therefore, the Company expects this matter to negatively impact availability of resources and its operating results. However, the related financial impact and duration cannot be reasonably estimated at this time.

Schedule 1
FRANKLIN ASSOCIATES, LLC

Baton Rouge, Louisiana

SCHEDULES OF OPERATING EXPENSES

For the years ended December 31, 2019 and 2018

(See Independent Accountants' Compilation Report)

	<u>2019</u>	<u>2018</u>
Salaries	\$ 1,300,336	\$ 854,710
Employee benefits	91,743	61,904
Payroll taxes	98,268	67,255
Subcontracted services	607,219	1,162,910
Professional services	49,052	35,491
Business promotion	41,986	38,794
Occupancy	41,233	133,362
Materials and supplies	30,372	23,884
Insurance	29,137	24,188
Depreciation	23,212	22,230
Employee relations	15,857	14,608
Travel and entertainment	12,462	302
Telephone and internet	10,422	9,858
Automobile	9,601	6,540
Dues, subscriptions, and publications	8,925	5,404
Other	<u>9,001</u>	<u>7,513</u>
Total operating expenses	<u>\$ 2,378,826</u>	<u>\$ 2,468,953</u>

Appendix 3: Dun & Bradstreet (D&B) Business Report™

Last updated by Perry Franklin on Aug 23, 2022 at 05:34 PM

FRANKLINASSOCIATES LLC



FRANKLIN ASSOCIATES LLC

Unique Entity ID JM9XEWSTFGM8	CAGE / NCAGE 4UCX5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 23, 2023	
Physical Address 250 S Foster DR Baton Rouge, Louisiana 70806-4103 United States	Mailing Address 250 S Foster DR Baton Rouge, Louisiana 70806-4103 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Louisiana 06	State / Country of Incorporation Louisiana / United States	URL http://www.franklinassociates.com

Registration Dates

Activation Date Sep 2, 2022	Submission Date Aug 23, 2022	Initial Registration Date Aug 9, 2007
---------------------------------------	----------------------------------------	-------------------------------------------------

Entity Dates

Entity Start Date Sep 13, 2005	Fiscal Year End Close Date Dec 31
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

<https://sam.gov/entity/JM9XEWSTFGM8/coreData?status=Active>

Page 1 of 4

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 3 of this proposal

Last updated by Perry Franklin on Aug 23, 2022 at 05:34 PM

FRANKLIN ASSOCIATES LLC

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

**Minority Owned Business
Self Certified Small Disadvantaged Business
Black American Owned**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
-------------------------------------------	-------------------------------------

EFT Indicator 0000	CAGE Code 4J CX5
------------------------------	----------------------------

Electronic Funds Transfer

Account Type Checking	Routing Number *****5420	Lock Box Number (blank)
Financial Institution B1BANK	Account Number *****14	

Automated Clearing House

Phone (U.S.) 2252487638	Email jack.wilkes@b1bank.com	Phone (non-U.S.) (blank)
Fax (blank)		

Remittance Address

**PERRY FRANKLIN
250 S Foster DR
Baton Rouge, Louisiana 70806
United States**

Taxpayer Information

EIN *****6744	Type of Tax Applicable Federal Tax	Taxpayer Name Franklin Associates LLC
Tax Year (Most Recent Tax Year) 2019	Name/Title of Individual Executing Consent President	TIN Consent Date Aug 23, 2022
Address 250 S Foster DR Baton Rouge, Louisiana 70806	Signature PJ Franklin	

Points of Contact

Accounts Receivable POC

Kyla Jones

<https://sam.gov/entity/JM5XEWSYFGM8/coreData?status=Active>

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Last updated by Perry Franklin on Aug 23, 2022 at 05:34 PM

FRANKLIN ASSOCIATES LLC

kyla@franklinassociates.com
2257689060

Electronic Business

✉ Kyla Jones kyla@franklinassociates.com 2257689060	250 S Foster DR Baton Rouge, Louisiana 70806 United States
---------------------------------------------------------------------	---------------------------------------------------------------------------------------

Government Business

✉ Perry Franklin perry@franklinassociates.com 2257689060	250 S Foster DR Baton Rouge, Louisiana 70806 United States
Kyla Jones, Ms. kyla@franklinassoc.com 2257689060	2148 Government Baton Rouge, Louisiana 70806 United States

Past Performance

✉ Perry Franklin perry@franklinassoc.net 2257689060	2148 Government ST Baton Rouge, Louisiana 70806 United States
---------------------------------------------------------------------	------------------------------------------------------------------------------------------

Security Information

Company Security Level (blank)	Highest Level Employee Security Level (blank)
-----------------------------------	--------------------------------------------------

Service Classifications
NAICS Codes

Primary Yes	NAICS Codes	NAICS Title
	541611	Administrative Management And General Management Consulting Services
	236220	Commercial And Institutional Building Construction
	541320	Landscape Architectural Services
	541612	Human Resources Consulting Services
	541613	Marketing Consulting Services
	541614	Process, Physical Distribution, And Logistics Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541810	Advertising Agencies
	541820	Public Relations Agencies
	541830	Media Buying Agencies
	541840	Media Representatives
	541860	Direct Mail Advertising
	541870	Advertising Material Distribution Services
	541890	Other Services Related To Advertising
	541910	Marketing Research And Public Opinion Polling
	541990	All Other Professional, Scientific, And Technical Services
	561920	Convention And Trade Show Organizers
	711310	Promoters Of Performing Arts, Sports, And Similar Events With Facilities

Last updated by Perry Franklin on Aug 23, 2022 at 05:34 PM

FRANKLIN ASSOCIATES LLC

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$16,348,044.00	32

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

Appendix 4: Resumes

Leadership Team

- Brandy Bones, Program Manager
- Perry Franklin, Program Advisor
- Risa Mueller, Program Advisor
- Anette Bargainer, AREA 1 Task Lead
- Lisa Samuels, AREA 2 Task Lead
- James Taylor, AREA 3 Task Lead

Staffing Support Resources

- Jessica Acosta
- Lauren Anderson
- John Armstrong
- Olivia Baumgardner
- Ricky Bolander
- Cindy Campbell
- Ted Devall
- Natalie Eckstrom
- Erica Gauthier
- Lisa Gonzalez
- Avery Jack
- Consuella Hall
- Johnathan Hill
- Sofia Lehmann
- Shawna McElfish
- Andrew Santee
- Vallorie Young

Brandy Bones, MBA, AICP, PMP | Franklin Associates

Program Manager

EXPERIENCE OVERVIEW

Brandy has 17+ years of experience designing and implementing complex federal grant funded programs and helping disadvantaged communities navigate and obtain services and funding. She has worked with over a dozen state agencies representing over \$5 billion in funding to help them stand up infrastructure, affordable housing, economic development, and disaster recovery services to local communities and nonprofits. She is an expert in HUD and FEMA recovery funding and has worked on ARPA, IIJA and America Rescue and Recovery Act (ARRA) initiatives. In her previous role at ICF, she managed a \$25 million P&L and grew grants management team from 40 staff to 92 staff in 22 months.

PROJECT EXPERIENCE

Senior Advisor & Program Implementation Support, North Carolina Office of Recovery and Resiliency (NCORR), 2019-2022

- Assisted with the design and launch of NCORR'S voluntary buyout program including local government outreach, assembling, and training team to process applications, developing business requirements for case management system, helping the State make data driven policy decisions and drive efficiencies.

Senior Advisor & Data and Reporting Analytics Support, Puerto Rico Department of Housing Hurricane Maria Recovery Program, 2019-2022

- Assisted with the launch of the Rehabilitation Reconstruction and Relocation (R3) program to provide funding to homeowners whose homes were damaged by Hurricane Maria including setting up the data and reporting analytics to optimize applicant experience and increase the pace of recovery.

Senior Advisor, Texas General Land Office Hurricane Harvey and CDBG-MIT Program, 2019-2022

- Assisted agency to re-design buyout and infrastructure programs and development standard operating procedures to gain efficiencies and encourage applications from local government subrecipients.

EDUCATION

- MBA, University of Florida, Gainesville, FL, 2015
- B.A., Political Science with honors, Magna Cum Laude, Colgate University, Hamilton, New York, 2005

CERTIFICATIONS & TRAINING

- 2016, American Institute of Certified Planners #29550, American Planning Association Foundations Training
- 2010, Project Management Professional (PMP) #1375808, Project Management Institute

Brandy Bones, MBA, AICP, PMP | Franklin Associates

Program Manager

Project Manager, Technical Assistance, U.S. Virgin Islands Housing Finance Authority, 2018 – 2019

- Ms. Bones led a technical assistance engagement for HUD to help the USVI Housing Finance Authority launch their CDBG-DR Program to recover from damage sustained from Hurricane Maria. Through this engagement, Ms. Bones and her team helped the USVI complete the required financial certifications, implementation plan, and Action Plan. She oversaw the work of two other HUD Technical Assistance Providers and the development of all HUD required deliverables including a limited needs assessment report. Ms. Bones also provided CDBG-DR resources and training to USVI staff and contractors and helped the Housing Finance Agency build capacity and make hires necessary to manage the increased funding for recovery.

Disaster Preparedness, Response and Recovery Toolkit, HUD Office of Housing Counseling, 2017-2018

- Ms. Bones led the development of toolkit to help Housing Counseling Agencies prepare for disasters and respond and recover from disasters when and if they occur.

CDBG-DR Launch Toolkit, HUD Community Planning and Development (CPD), 2017

- Ms. Bones led the development of a launch toolkit for CDBG-DR grantees to help evaluate and build capacity necessary to launch and staff their CDBG-DR programs.

HUD Exchange Website, HUD, 2015-2018

- Ms. Bones supported special technology projects in support of the HUD Exchange, the website that provides resources and assistance to support HUD's community partners. She helped support the full integration of the website's Learning Management System (LMS) with WebEx webinar platform.

Choice Neighborhoods, HUD, 2015-2019

- Ms. Bones helped develop Choice Neighborhoods Inform, an online reporting tool where Choice Neighborhood Implementation grantees enter reporting metrics on a quarterly basis and oversees a team that provides technical assistance to grantees. The system also generates reports to help HUD and grantees track progress towards implementing grantees' Transformation Plans. She developed content for and oversaw the delivery of a Choice Neighborhoods Performance Measurement webinar series which helped Choice Neighborhoods Performance Measurement webinar series which helped Choice Neighborhoods grantees develop an approach to performance measurement and management of neighborhood revitalization projects and programs.

Commonwealth of PA CDBG-DR Program, Department of Community and Economic Development (DCED), 2015-2018

- Ms. Bones oversees this work with PA which included updating and writing the Action Plan Amendments for both of their CDBG-DR allocations and writing and updating the policies and procedures for the Buyout Program, Housing Rehabilitation, and Infrastructure Program. Ms. Bones also delivered a one day CDBG-DR training to DCED and other state agency staff.

Brandy Bones, MBA, AICP, PMP | Franklin Associates

Program Manager

PROFESSIONAL MEMBERSHIPS

Project Management Institute

EMPLOYMENT HISTORY

Franklin Associates, LLC	Vice President	2022-Present
ICF	Vice President	2005-2022
Philadelphia Public Health Department	Solutions Consultant	2013-2014
HelloWallet	Consultant	2009
Brookings Metropolitan Policy Program	Consultant	2008

Perry Franklin, MBA | Franklin Associates

Program Advisor

EXPERIENCE OVERVIEW

Perry founded Franklin Associates LLC, then Franklin Industries LLC, in 2005 in the wake of Hurricanes Katrina and Rita. At that time he served on the Governor's Housing Task Force and worked tirelessly in the housing development arena. Seventeen years later, Perry leads his team of professionals by example. Franklin Associates specializes in staff augmentation, disaster management, community engagement, and governmental relations. Perry has 17+ years of experience managing and advising project-based staff augmentation and 30+ years of experience with community redevelopment and stakeholder and community engagement.

PROJECT EXPERIENCE

Strategic Communications Lead, LA SAFE, Foundation for Louisiana, Jefferson, Lafourche, Plaquemines, St. John Baptist, St. Tammany, and Terrebonne Parishes, 2017

- Franklin Associates was contracted by the Foundation for Louisiana to assist OCD-DRU and a broad team of planners, engineers, architects, and social scientists in preparing and guiding the implementation of a communications strategy to inform and engage the populations of six coastal parishes about urgent coastal issues and identify proactive steps they might take to mitigate risk and increase their resilience. The year one LA SAFE process is now beginning its second round of six parish-wide meetings. It is scheduled to culminate at the end of December with a final Adaptation Plan, having components specific to each parish.

Public Engagement Lead, I-10 Improvements (DOTD Stages 0 and 1), consultant to Providence for the LADOTD, Baton Rouge, LA, 2016- Present

- Franklin drafted and guided the implementation of a stakeholder engagement plan for this transportation improvements project. Large public meetings organized by Franklin occurred on both sides of the Mississippi River: in Port Allen/Addis as well as Baton Rouge. Two scientific telephone poll surveys were completed by the LSU School of Public Policy under the direction of Franklin, and these were augmented with an online poll advertised through traditional and social media. Though not a random sample, the online poll of more than 13,000 respondents strongly agreed with and reinforced the results of the scientific polls.

EDUCATION

- BS, Louisiana State University, Baton Rouge, LA, 1992
- MS, Business Management, Louisiana State University, Baton Rouge, LA, 1998

CERTIFICATIONS & TRAINING

- Louisiana Registered Lobbyist
- Licensed Construction Contractor #44067
- Licensed Real Estate Broker #069685

Perry Franklin, MBA | Franklin Associates

Program Advisor

Franklin assisted with meeting facilitation, stakeholder and elected officials' engagement, and documentation of each.

Public Engagement Lead, Lafayette Central Park, Conceptual Design Phases 1 and 2, Subconsultant to Design Workshop for Lafayette Central Park LLC, Lafayette, LA, 2014

- Franklin Associates was a consultant to Design Workshop charged with preparing a park master plan for the approximately 100-acre property locally known as "the Horse Farm" on Johnson Street in Lafayette. Now renamed Moncus Park in honor of a key benefactor, both fundraising and phase 1 construction are proceeding.

Facilitator, Blue Ribbon Commission Facilitation, Bayou Corne & Grand Bayou, LA., 2013

- Facilitated the implementation of a 13-member Blue Ribbon Commission, assisted in international coordination of all commission meetings, and facilitated public meetings, onsite, field and conference call meetings.

Public Meeting Facilitator, NOAA Outreach – Deepwater Horizon, US Department of the Interior, Gulf Coast States, 2012-2016

- Led development of a grassroots community education effort in advance of public meetings. Facilitated two rounds of twelve public meetings for the NOAA's NRDA Deepwater Horizon Spill BP oil spill in coastal cities located in Florida, Alabama, Mississippi, Louisiana, Texas and Washington, D.C.

EMPLOYMENT HISTORY

Franklin Associates	President	2005-Present
Mid-City Redevelopment Alliance	Director	1994-1997;1998-2006
Exxon Mobil	Public Affairs Coordinator	1997-1998

Risa Mueller, PMP | Franklin Associates

Program Advisor

EXPERIENCE OVERVIEW

Risa's experiences have included program development and policy creation on federal programs, and well as developing, implementing, and evaluating project processes and procedures, as well as communications and public outreach plans for a wide variety of disciplines, including planning and transportation.

Her contributions to program development have allowed precedent-setting new programs to be initiated and implemented swiftly and successfully. When it comes to planning and implementing efforts, Risa strives to maintain forward progress while keeping all stakeholders informed.

PROJECT EXPERIENCE

Program Manager, Pecan Acres Buyout & Resettlement Project, Louisiana OCD/DRU/LHC, 2018 - Present

- Developed processes necessary to stand up CDBG-DR program and implement in timely fashion. Provided policy and technical advisory assistance, initiated case management processes, managed workflows with other state contractors to effect forward movement, providing continued leadership related to Louisiana's first resettlement project and its new subdivision development.

Program Manager, Solution 4 Buyout & Housing Incentive Program/Restore LA Subprogram, Louisiana OCD/DRU/LHC, 2018-2021

- Developed processes necessary to stand up CDBG-DR program and implement in timely fashion. Provided policy and technical advisory assistance, initiated case management processes, managed workflows with other state contractors to effect forward movement, providing continued leadership related to Louisiana's first statewide flood way property buyout program.

HIGHLIGHTS

- Spearheaded program design/implementation/program management for Louisiana's first buyout and resettlement programs
- Managed LHC Program Management for Disaster Response and Recovery Housing Programs Contract 2016-2022

EDUCATION

- B.A., Journalism, Louisiana State University, Baton Rouge, LA 1989

CERTIFICATIONS & TRAINING

- NEPA and Transportation Decision Making
- Project Management Professional-PMP Certification #1201964 since 2008

Risa Mueller, PMP | Franklin Associates

Program Advisor

Program Manager, Isle de Jean Charles Resettlement Project (Program Leadership and Case Management), Louisiana OCD-DRU/LHC, 2018-2021

- Coordinated programmatic processes and finalized policies to develop and launch the resettlement application intake and case management efforts needed to effectively actualize the NDR-funded resettlement master plan while providing a native Terrebonne Parish insight to the planning process.

Program Manager and Communications Lead, LA SAFE Project, Statewide/Louisiana, 2016 – 2018

- Developed and implemented communications plan for statewide adaptation strategy development efforts in conjunction with large project team. Managed internal team and sub consultants, working alongside numerous subcontractors to Foundation for Louisiana and OCD-DRU, which provided communications support.

Project Director, Road Home Social Services Liaison Project, Statewide/Louisiana, 2015-2017

- Managed statewide CDBG-DR compliance outreach contract to minimize recapture impacts on both the State of Louisiana and state residents as much as possible. Assisted OCD-DRU in managing subconsultants statewide and handling case assignments, creating innovating approaches to case management to increase compliance rates among non-compliant Road Home grantees across the state. Drafted programmatic policy revision language and APA rollout talking points for implementation.

Project Manager/Public Engagement Lead, NOAA Outreach – Deepwater Horizon, U.S. Department of the Interior, Gulf Coast States, 2013-2014

- Developed and implemented grassroots community education efforts in coordination with local, state, and federal entities prior to round of public hearings in five coastal states. Managed stakeholder database development, materials creation and implementation of dozens of community meetings and nonprofit meetings conducted over 5 Gulf states including Louisiana.

Facilitator, Blue Ribbon Commission Facilitation, Bayou Corne & Grand Bayou, LA., 2013

- Facilitated the implementation of a 13-member international Blue Ribbon Commission related to Bayou Corne sinkhole, coordinated commission meetings, facilitated public meetings, on site, field, and conference call meetings. Provided technical report review assistance

Project Manager and Leadership Training, OURREGION Sustainability Plan Public Engagement Project, Houston-Galveston Area Council with AECOM, 2011-2013

- Developed and implemented regional approach to community leadership training to support engagement; developed and initiated community ambassador teams throughout 13-country regions; managed subconsultant approach to regional planning survey delivery.

Risa Mueller, PMP | Franklin Associates

Program Advisor

Project Manager and Public Outreach Lead, Bayou Health Rollout, Louisiana Department of Health, Statewide/Louisiana, 2011-2012

- Created and implemented direct internal LDH staff trainings and community education efforts for public interactions for the transition from legacy Medicaid to BAYOU HEALTH for the LDH across 64 parishes. Franklin coordinated logistics and staffing for more than 140 large-scale events and 500+ smaller scale events over a 6-month period. Personally coordinated interactions between five managed care entities and State personnel in tandem with rollout, as well as directly conducting numerous educational sessions across the state. Mueller also managed and participated in a legislative educational campaign related to the Healthy Louisiana/managed care model topic in 2016-2017.

Project Manager/Public Engagement Lead, I-49 Inner City Connector EIS/Stage 0 and Stage 1, Northwest Louisiana Council of Governments, 2009-2011; 2011-Present

- Developed and implemented Caddo Parish stakeholder and elected official regional educational approach for engagement and transportation plan development, working with multiple subcontractors and local, state, and federal agencies. Managed team which developed slate of context sensitive solutions for reviews and discussion throughout multiple rounds of feedback and coordinated federal documentation.

Deputy Director, Community and Governmental Affairs, Road Home Homeowner Program, Statewide/Louisiana and 15 additional states, 2006-2009

- Developed, and implemented and managed team of 15 outreach and governmental affairs personnel deployed throughout the state to educate program applicants and coordinate issues management throughout program period. Oversaw delivery of more than 2500 engagements. Developed programmatic resolution approaches, including compliance approaches, based on inputs from field. Deployed mobile units throughout the country to reach displaced residents. Developed and implemented program engagement plans throughout contract period. Drafted policy revision language for consideration by change review board.

EMPLOYMENT HISTORY

Franklin Associates, LLC	Senior Vice President	2006-Present
CASA	PR/Fundraising Director	2005-2006
Author	PR Practitioner	2001-2004
Columbia Healthcare	PR/Marketing Director	1994-2000
Ochsner Clinic	PR/Marketing Specialist	1993-1994
Capital Area American Red Cross	PR/Fundraising	1992-1993

Annette Bargainer | GrantWorks, Inc.

Area 1 Task Lead

EXPERIENCE OVERVIEW:

Annette Bargainer has 21 years of grant application experience. She develops and writes competitive grant applications for projects ranging from \$50,000 to over \$1 million on behalf of clients. Annette prepares proposals by conducting research, gathering internal and external data to support grants requests, writing drafts, and obtaining approvals. She identifies projects and funding needs and opportunities and attends strategy meetings. She also communicates the proposal strategy and progress to stakeholders and obtains input and signoff on content from others as needed. Annette writes and edits executive summaries, conclusions, and organizational and program descriptions.

PROJECT EXPERIENCE:

Grant Writer, GrantWorks, Inc., Austin, Texas, October 2019 – Present

- Works with cities and counties to prepare grant applications according to all program requirements
- Provides general advice and technical assistance to ensure the entity selects the most fundable project
- Completes and submits grant applications to the proper funding program on or before the deadline
- Specializes in grants from multiple funding agencies

Senior Grant Specialist, Lone Star Circle of Care, Georgetown, Texas, October 2015 – October 2018

- Wrote competitive grant applications for a federally qualified health center to federal funding agencies and private foundations to secure general operating and special project funding
- Submitted regular progress and expenditure reports to funding agencies for active grants
- Lead researcher and author of the health center's annual needs assessment as required by the Health Resources Services Administration (HRSA)

Grant Consultant, Langford Community Management Services and GrantWorks, Inc., Austin, Texas January 2009 – October 2015

- Researched, developed, and wrote competitive grant applications ranging from \$50,000 to over \$1 million on behalf of small cities and counties throughout Texas
- Managed funded projects and developed relationships with staff of various federal and state agencies to ensure all project outcomes and expenditures complied with each funder's regulations

EDUCATION:

- Bachelor of Journalism, Journalism, University of Texas at Austin, Austin, Texas, 1991

CERTIFICATIONS & TRAININGS

- Texas CDBG Certified Administrator, Texas Department of Agriculture, 2021

Annette Bargainer | GrantWorks, Inc.

Area 1 Task Lead

Grant Consultant, Langford Community Management Services and GrantWorks, Inc., Austin, Texas January 2009 – October 2015 (Continued)

- Prepared and submitted project status reports and reimbursement requests according to each funder's requirements
- Prepared and submitted project status reports and reimbursement requests according to each funder's requirements

Foundation Coordinator, Georgetown Independent School District Education Foundation, Georgetown, Texas, March 2007 – March 2008

- Coordinated with the board of directors and school district leadership to secure non-traditional funding from private and corporate donors and foundations for innovative school projects and programs
- Developed grant applications, held applicant training, and reviewed applications submitted to the foundation to determine grant awards for teachers and staff
- Supported the board of directors' fundraising efforts by scheduling appointments with potential donors and maintaining the donor database
- Arranged monthly board meetings, including preparing agendas, assembling, and distributing board packets, and securing location and catering
- Wrote, edited, and managed the marketing design process and public information pieces, including brochures, event programs, and press releases

Environmental Project Manager, Williamson County, Cedar Park, Texas, May 2001 – March 2007

- Prepared the yearly budget and grant applications, administered state and federal grant awards, and approved expenditures of the Williamson County Conservation Foundation (WCCF)

EMPLOYMENT HISTORY:

2019 - Present		GrantWorks, Inc., Austin, Texas Grant Writer
2015 - 2018		Lone Star Circle of Care, Georgetown, Texas Senior Grant Specialist
2009 - 2015		Langford Community Management Services and GrantWorks, Inc., Austin, Texas Grant Consultant
2007 - 2008		Georgetown Independent School District Education Foundation, Georgetown, Texas Foundation Coordinator

Lisa Samuels | GrantWorks, Inc.

Area 2 Task Lead

EXPERIENCE OVERVIEW:

Lisa Samuels is a Grant Manager whose overall experience encompasses organizing people and developing processes to implement federal grants effectively. She delivers hands-on leadership and direction in grant-related procedures and practices. Lisa maintains a working knowledge of grant guidelines, policies, and procedures while forming an opinion for approving and denying applications and draw requests for multiple programs.

PROJECT EXPERIENCE:

Grant Manager, Hurricane Harvey CDBG-DR Housing Program Management Support Services, Texas General Land Office, City of Houston and Harris County, Texas, August 2021 - Present

- Maintains a working knowledge of CDBG-DR guidelines, policies and procedures
- Approves and denies applications and draw request for multiple programs

Infrastructure Specialist/Team Lead, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, May 2013 – August 2021

- Provides oversight of assigned Infrastructure Programs
- Accountable for budget and administration for Non-Federal Cost Share Public Assistance Program (FEMA PA Match) and HMGP Global Match Program
- Established performance measures and program design of disaster recovery activities/programs identified as priorities by OCD using CDBG and other recovery funds
- Conducted informational meetings and gatherings for applicants, communicating program eligibility requirements to audiences including COSCDA
- Provided specialized technical advice throughout all phases of implementation
- Ensured compliance in specialized recovery program areas
- Ensured compliance and adherence to program guidelines and project budgets
- Assisted management in the development and implementation of goals, objectives, policies, procedures, performance objectives, standards, and reporting systems for specialized disaster recovery program areas or project

EDUCATION:

- Bachelor of Science in Business Management, Amberton University, Garland, Texas, 2021

CERTIFICATIONS & TRAININGS

- Various HUD Training, 2020
- Various Mitigation Training, 2019-2020
- Various FEMA Trainings, 2019
- Labor Compliance Training, 2015
- Excel, Lantec of Louisiana, 2015
- CDBG Boot Camp, 2014
- CDBG Training Modules, 2013

Lisa Samuels | GrantWorks, Inc.

Area 2 Task Lead

Infrastructure Specialist/Team Lead, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, May 2013 – August 2021 (Continued)

- Used technical background and relationship with organizations in a manner that demonstrates an understanding of other disaster-related programs and specialized disaster recovery needs

Eligibility Manager, First American, Galveston, Texas, February 2009 – November 2012

- Managed the eligibility and benefit determination teams in the administration of federal funds through the Galveston County Housing Assistance Homeowners, Rental and Demolition Programs
- Interfaced with the public via an explanation of requirements and offering problem resolution
- Practiced leadership through coaching, for development and direction
- Knowledgeable of and performed the tasks involving application review, eligibility criteria, duplication of benefits, title/ownership, and benefits determined using HUD Section 8, CDBG, and GLO guidelines
- Instrumental in the continuing design, process/workflow, building, and maintaining of overall eligibility practices
- Ensured applications are progressing through each phase of the eligibility process.
- Assigned tasks, goal setting, and leading teams to accomplish critical tasks on a defined schedule

Underwriting/Case Manager, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit/ICF International, Baton Rouge, Louisiana, January 2007 – February 2009

- Performed duties of underwriter/case manager while fulfilling simultaneous roles of increasing managerial scope in the implementation and distribution of billions of dollars in federal funds via the Road Home Small Rental Property Program
- Served as the point of contact for the underwriters/case managers and processors
- Supervised call center with the additional responsibility of procedural training
- Assisted in workflow development for pre-closing and post-closing guidelines, while continually working to improve processes and produce effective metrics
- Performed quality reviews and approval for closings as well as closing document review
- Delivered cross-functional training to employees in all departments
- Coordinated various projects, while serving as a liaison between lending, policy, and quality review teams
- Explained program requirements to owners via escalations

EMPLOYMENT HISTORY:

2021 - Present		GrantWorks, Inc., Baton Rouge, Louisiana Grant Manager
2013 - 2021		Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana Infrastructure Specialist/Team Lead
2009 - 2012		First American, Galveston, Texas Eligibility Manager
2007 - 2009		ICF International, Baton Rouge, Louisiana Underwriting/Case Manager

James Taylor, AICP | Franklin Associates

Area 3 Task Lead

EXPERIENCE OVERVIEW

James has extensive experience managing the public engagement aspects of recreation and transportation planning projects including using GIS to make sense of data through spatial mapping to see where and how outreach efforts are working and where outreach is having Intended Impact and where additional work remains. James offers 26 years of professional experience that include helping clients understand the Impact of and return on their public Investments utilizing a combination of website, social media, and email campaign analytics. As a certified planner, James also worked on over 100 projects that include: park and recreation facility designs, regional recreation and open space master plans, commercial landscape designs, ecological and habitat restoration plans, cultural and heritage tourism plans, and redevelopment master plans.

PROJECT EXPERIENCE

Strategic Communications Lead, LA SAFE Foundation for Louisiana in Jefferson, Lafourche, Plaquemines, St. John the Baptist, St. Tammany, and Terrebonne Parishes, 2017

- Franklin Associates was contracted by the Foundation for Louisiana to assist OCD-DRU and a broad team of planners, engineers, architects, and social scientists in preparing and guiding the implementation of a communications strategy to inform and engage the populations of six coastal parishes about urgent coastal issues and identify proactive steps they might take to mitigate risk and increase their resilience. Mr. Taylor led the initiatives of development of all communications templates in use on the project, including branding, media, website, and social media tools. The year one LA SAFE process is now beginning its second round of six parish-wide meetings. It is scheduled to culminate at the end of December with a final Adaptation Plan, having components specific to each parish.

EDUCATION

- MLA, Master of Landscape Architecture, Louisiana State University, Baton Rouge, LA, 1996
- BS, Horticulture, Clemson University, Clemson, SC, 1989

CERTIFICATIONS & TRAINING

- 2017, Community Resilience, FEMA AWR-228 Certificate of Completion
- 2016, HUD Housing Quality Standards Certification of Proficiency
- 2006, Certified Planner, American Institute of Certified Planners, #021110
- 1997, GIS, Intergraph MGE Foundations Training

James Taylor, AICP | Franklin Associates

Area 3 Task Lead

Public Engagement Lead, I-10 Improvements (DOTD Stages 0 and 1), consultant to Providence for the Louisiana DOTD, Baton Rouge, LA, 2016 – present

- Franklin drafted and guided the implementation of a stakeholder engagement plan for this transportation improvements project. Large public meetings organized by Franklin occurred on both sides of the Mississippi River: in Port Allen/Addis as well as Baton Rouge. Two scientific telephone poll surveys were completed by the LSU School of Public Policy under the direction of Franklin, and these were augmented with an online poll advertised through traditional and social media. Though not a random sample, the online poll of more than 13,000 respondents strongly agreed with and reinforced the results of the scientific polls. Franklin assisted with meeting facilitation, stakeholder and elected officials' engagement, and documentation of each. Mr. Taylor led all survey development, data analysis of community stakeholder input and documentation efforts for this project for Franklin, as well as assisting the engineering team in development of appropriate public participation exercises to gain insights into public opinion at community meetings.

Public Engagement Lead, Lafayette Central Park, Conceptual Design Phase 1 and 2, Subconsultant to Design Workshop for Lafayette Central Park LLC. Lafayette, LA, 2014

- Franklin Associates was a consultant to Design Workshop charged with preparing a park master plan for the approximately 100-acre property locally known as "the Horse Farm" on Johnson Street in Lafayette, LA. Mr. Taylor led the public engagement effort including meeting venue identification and scheduling, event planning, assistance with presentation materials, direct community outreach, meeting facilitation and documentation assistance, collaboration with all other team members, and governmental affairs consulting. Now renamed Moncus Park in honor of a key benefactor, both fundraising and phase 1 construction are proceeding.

EMPLOYMENT HISTORY

Franklin Associates, LLC	Planner, Project Manager	2011-Present
IBI Group, Inc./RMPK Group, LLC	Graphic Designer	2000-2010

Jessica Acosta | GrantWorks, Inc.

Staffing Support Resource

EXPERIENCE OVERVIEW:

Jessica Acosta is a Grant Writing Coordinator that has joined the GrantWorks in early 2022. Jessica applies her communication skills to establish and maintain effective working relationships with staff, state and federal agencies, and private organizations. She provides support throughout the entire grant application lifecycle from inquiry to application, to reporting, and the archiving of files after a grant application is submitted.

PROJECT EXPERIENCE:

Grant Writing Coordinator, GrantWorks, Inc., Austin, Texas, March 2022 – Present

- Assists in the completion of grant application tasks
- Guides clients through grant and funding stream application processes and serves as a liaison with grant subject matter experts (SMEs)
- Facilitates integrated stakeholder communications
- Performs document quality reviews to ensure grant applications comply with formatting and content requirements

Lecturer, University of Texas at San Antonio, San Antonio, Texas, January 2022 - March 2022

- Contributing lecturer at the University of Texas, specifically in the COM 2113: Public Speaking class
- Created and lectured material based on the course textbook for the year
- Generated assignments, gave/led speeches, proctored exams, as well as graded them accordingly
- Often met with students to discuss and provide feedback on exam results, or any class topic as requested

Adjunct Professor/Dual Credit Instructor, Texas A&M University, San Antonio, Texas, August 2021 – May 2022

- In charge of the SPCH 1315: Fundamentals in Public Speaking class
- Created and lectured material based on the course textbook for the year
- Generated assignments, gave/led speeches, proctored exams, as well as graded them accordingly
- Met with students to discuss and provide feedback on exam results, or any class topic as requested

Adjunct Faculty/Concurrent Enrollment Instructor, Community College of Denver, Denver, Colorado, August 2019 - May 2021

Adjunct faculty/concurrent enrollment instructor at the Community College of Denver, specifically COM 115: Public Speaking and COM 125: Interpersonal Communication classes

EDUCATION:

- Master of Art, Communication, University of Texas at San Antonio, San Antonio, Texas, 2018
- Bachelor of Art, Communication, University of Texas at San Antonio, San Antonio, Texas, 2015

Jessica Acost | GrantWorks, Inc.

Staffing Support Resource

Adjunct Faculty/Concurrent Enrollment Instructor, Community College or Denver, Denver, Colorado, August 2019 - May 2021 (Continued)

- Created, and lectured material based on the course textbook for the year
- Generated assignments, gave/led speeches, proctored exams, as well as graded them accordingly
- Met with students to discuss and provide feedback on exam results, or any class topic as requested.
- Assisted in the development of an asynchronous course for the institution's Open Educational Resource for Interpersonal Communication sections

Adjunct Faculty, Front Range Community College, Denver, Colorado, January 2020 – August 2021

- Adjunct faculty at the Front Range Community College, specifically the COM 115: Public Speaking class
- Created and lectured material based on the course textbook for the year
- Generated assignments, gave/led speeches, proctored exams, as well as graded them accordingly
- Met with students to discuss and provide feedback on exam results, or any class topic as requested

Affiliate Professor, Metropolitan State University of Denver, Denver, Colorado, August 2019 – December 2019

- Affiliate professor at the Community College of Denver, specifically CAS 1710: Interpersonal Communication and CAS 1010: Public Speaking classes
- Created and lectured material based on the course textbook for the year.
- Generated assignments, gave/led speeches, proctored exams, as well as graded them accordingly
- Met with students to discuss and provide feedback on exam results, or any class topic as requested

Lecturer, University of Texas at San Antonio, San Antonio, Texas, January 2019 – May 2019

- Contributing lecturer at the University of Texas, specifically in COM 2113: Public Speaking and COM 1053: Business and Professional Speech classes
- Created and lectured material based on the course textbook for the year
- Generated assignments, gave/led speeches, proctored exams, as well as graded them accordingly
- Met with students to discuss and provide feedback on exam results, or any class topic as requested

EMPLOYMENT HISTORY:

2022 - Present		GrantWorks, Inc., Austin, Texas Grant Writing Coordinator
2022 - 2022		University of Texas at San Antonio, San Antonio, Texas Lecturer
2021 - 2022		Texas A&M University, San Antonio, Texas Adjunct Professor/Dual Credit Instructor
2019 - 2021		Community College of Denver, Denver, Colorado Adjunct Faculty/Concurrent Enrollment Instructor
2020 - 2021		Front Range Community College, Denver, Colorado Adjunct Faculty
2019 - 2019		Metropolitan State University of Denver, Denver, Colorado Affiliate Professor

EXPERIENCE OVERVIEW:

John Armstrong has over 12 years of experience analyzing data sets across many sectors, including disaster recovery, property and casualty insurance, community development, small-business retail, and governmental relations and compliance. He has worked specifically with governments in southern Louisiana with recovery from Hurricanes Gustav, Ike, Isaac, and Laura, and the August 2016 major flood event. John is currently working through GrantWorks with the Texas General Land Office on direct allocations to Harris County and the City of Houston for disaster recovery from Hurricane Harvey.

PROJECT EXPERIENCE:

Grant Data Analyst, Hurricane Harvey CDBG-DR Program Management Support Services, Texas General Land Office, City of Houston and Harris County, Texas, March 2022 – Present

- Develops reports to effectively communicate project status, both to clients and among teams, at varying levels of technical depth
- Analyzes, develops, and tracks new enhancements to grant management system, including improved reporting via Excel, Power BI and QuickBase
- Implements effective data management techniques to allow teams to collaborate and maintain data integrity
- Develops visual reporting tools for internal and client use
- Combines data science with CDBG-DR knowledge to ensure efficient and compliant use of federal funds

EDUCATION:

- Bachelor of Science, Mathematics, Louisiana State University, Baton Rouge, Louisiana, 2008

CERTIFICATIONS & TRAININGS

- Certified Insurance Service Representative, 2016
- CDBG-DR Bootcamp, Baton Rouge, Louisiana, 2017

Risk Statistics Specialist, Louisiana Office of Risk Management, Baton Rouge, Louisiana, May 2018 – March 2022

- Developed statewide premiums for each line of insurance coverage along with the fair allocation of those premiums to insured state agencies
- Collected risk exposures quarterly from state agencies, and maintained the list of insured state agencies
- Developed the total claims reserves for each line of coverage used in the State annual financial reports
- Reviewed and analyzed policies written by the Office of Risk Management to correlate developed exposure data to coverage lines
- Reviewed appropriation bills, state organizational charts, etc. for changes in state organization that would affect premium allocation and overall state risk
- Performed variance analysis on loss data to analyze changes in loss payout ratios including indexing, trend factors, and rate changes to analyze agency efficiency
- Analyzed statistical reports on paid and incurred basis for all coverages to ensure adequate reserve levels

John Armstrong | GrantWorks, Inc.

Staffing Support Resource

Reporting Analyst, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, May 2017 – May 2018

- Developed and submitted performance reports to HUD on multiple CDBG-DR grants, including Hurricanes Katrina and Rita, Hurricane Isaac, and the National Disaster Resiliency (NDR) project
- Used the DRGR system, SharePoint, Business Objects, and other database systems
- Monitored, tracked, and documented all action plan, budget, obligation, program income, and policy changes on those grants
- Reviewed and made recommendations regarding grant systems and operations to increase financial and performance efficiency and ensure compliance with all federal and state regulations
- Developed innovative solutions to new difficulties encountered during disaster recovery and ensure that those solutions are expandable to existing and future grants

PROFESSIONAL AFFILIATIONS:

- Member, Casualty Actuarial Society
- Member, Baton Rouge Chamber of Commerce

EMPLOYMENT HISTORY:

2022 - Present		GrantWorks, Inc., Baton Rouge, Louisiana Data Analyst
2021 - Present		New Leaf Consulting, LLC, Baton Rouge, Louisiana Consultant
2018 - 2022		Louisiana Office of Risk Management, Baton Rouge, Louisiana Risk Statistics Specialist
2017 - 2018		Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana Reporting Analyst
2015 - 2017		Louisiana Office of Risk Management, Baton Rouge, Louisiana Risk Underwriter/Statistics

Olivia Baumgardner | GrantWorks, Inc.

Staffing Support Resource

EXPERIENCE OVERVIEW:

Olivia Baumgardner has 4 years of community development experience along with 4 years of grant application writing experience. Before coming to GrantWorks, Olivia worked at a regional planning commission writing state and federal grants for a seven-county region in southeastern Illinois. During her tenure at the commission, she served as the main grant writer and handled all environmental clearances needed for those grants. Olivia understands community needs and how to best relay those needs in all grant applications that she writes.

PROJECT EXPERIENCE:

Grant Writer, GrantWorks, Inc., Austin, Texas, February 2021 - Present

- Works to identify potential grant opportunities and assess their utility and feasibility given GrantWorks clients' needs and capacities.
- Meets with clients, coordinates the application process, creates, and compiles application documents, and works under tight deadlines
- Interacts with public officials, business owners, engineers, the public, and other involved parties via telephone, email, and in-person for public input and information gathering

Executive Director, Greater Wabash Regional Planning Commission, Albion, Illinois, June 2019 – December 2020

- Administered federal and state contracts and grants and oversaw all federal and state environmental clearances for grant projects
- Served as a liaison with federal, state, and local officials
- Maintained the official website and social media and wrote all press releases and newsletters.
- Served as the Loan Officer for the \$1 million Revolving Loan Fund
- Supervised all Commission employees, prepared and administered the annual operating budget, and facilitated and implemented community and economic development planning for the seven-county region.

EDUCATION:

- Bachelor of Science, Communication Studies, Southern Illinois University, Carbondale, Illinois, May 2016

CERTIFICATIONS & TRAININGS

- Inbound Certified, Hubspot Academy, October 2020 – November 2022

Olivia Baumgardner | GrantWorks, Inc.

Staffing Support Resource

Community Development Manager, Greater Wabash Regional Planning Commission, Albion, Illinois, March 2019 – June 2019

- Served as the primary grant writer for local, state, and federal grants
- Maintained all grant activities and status of grant timelines and coordinated all daily activities of the Community Development Coordinators.
- Oversaw the management of awarded grants and recordkeeping for all projects
- Created and disseminated quarterly newsletters, maintained office website and social media, and maintained relationships with over 50 clients/units of local government

Community Development Coordinator, Greater Wabash Regional Planning Commission, Albion, Illinois, January 2017 – February 2019

- Assisted with community, economic, and workforce development in a seven-county region
- Created and maintained brochures, newsletters, websites, and social media
- Moderated recurring community economic development strategy meetings, implemented regional workforce development strategy, coordinated collaborations between employers/businesses, and participated in community college curriculum planning

PROFESSIONAL AFFILIATIONS:

- Secretary, Fairfield's Business and Workforce Development Committee, October 2019 - December 2020
- Secretary, Y-Fairfield, Inc. (Young Professional Organization), July 2018 - December 2020

EMPLOYMENT HISTORY:

2021 - Present		GrantWorks, Inc., Austin, Texas Grant Writer
2019 - 2020		Greater Walbash Regional Planning Commission, Albion, Illinois Executive Director
2019 - 2010		Greater Walbash Regional Planning Commission, Albion, Illinois Community Development Manager
2019 - 2010		Greater Walbash Regional Planning Commission, Albion, Illinois Community Development Coordinator
2016		Banana Republic, Houston, Texas Brand Ambassador

Richard Bolander | GrantWorks, Inc.

Staffing Support Resource

EXPERIENCE OVERVIEW:

Richard "Ricky" Bolander is a financial manager and project controls professional with over 11 years of experience, including program and project management, cost control, and scheduling. Ricky contributes to project planning, budgeting, and overall strategy, conducts and presents feasibility analyses for proposed projects, and establishes key performance indicators. He also monitors and evaluates the overall project, analyzing project data and producing insights to optimize performance.

PROJECT EXPERIENCE:

Project Controls Manager, Hurricane Sandy Long-Term Recovery Program, New York City Housing Authority, New York, New York, December 2020 – Present

- Serves as Project Controls Manager for this program focusing on large, multi-story campuses
- Manages project-level financial reports for NYCHA, working closely with corporate finance and business line management
- Provides cost control support to the project team

Finance Manager, Virgin Islands Emergency Home Repairs, Virgin Islands Housing Finance Authority, St. Croix, St. John, and St. Thomas, U.S. Virgin Islands, June 2020 – Present

- Reviews FEMA-funded payments for PMO and unit price invoices
- Communicates with contractors and others regarding program updates and invoice payments
- Manages the cost and the schedule for ongoing tasks

Finance Manager, Program Management Services, New York City Transit Authority, New York, New York; Massachusetts Department of Transportation, Boston, Massachusetts; and Connecticut Department of Transportation, New Haven, Connecticut, December 2020 – Present

- Oversees project-level financial processes and reporting
- Reviews billing and invoicing for clients
- Prepares the cost and schedule forecasts for corporate accounting

EDUCATION:

- Bachelor of Business Administration, International Business, Texas Tech University, Lubbock, Texas, 2011

CERTIFICATIONS & TRAININGS

- Certified Global Business Professional (CGBP), NASBITE International, Issued January 2011
- JD Edwards EnterpriseOne
- Insight Console
- Business Objects
- Six-Sigma Yellow Belt
- MS Project - Scheduling
- Primavera P6 - Scheduling

Richard Bolander | GrantWorks, Inc.

Staffing Support Resource

Finance Manager, Governor Juan F. Luis Hospital & Medical Center Temporary Hardened Structure and Furniture, Fixtures, & Equipment, St. Croix, U.S. Virgin Islands, June 2020 – Present

- Works closely with project management to provide cost support and maintain project budgets through cost control and forecasting
- Oversees invoicing to the client for equipment purchasing, services, and general conditions
- Manages subcontractor costs by coordinating with procurement and accounts payable
- Supports the project team through tracking materials, equipment, services, and manhours
- Ensures timely payment to vendors and subcontractors per agreement on purchase orders
- Works closely with corporate accounting providing monthly accruals and weekly cash forecasts
- Reviews critical path schedules to validate logic and mitigate potential project delays

Finance Manager, Program Management Services, New York City Department of Environmental Protection and New York City Department of Design and Construction, New York, New York, and Freeport Mc-Moran, Phoenix, Arizona, June 2015 – July 2017

- Managed budgets and estimated/forecasted for multiple large and small projects and programs in the greater New York City area
- Supported corporate accounting to balance finances and resolved backlogged projects nationwide by working closely with clients to update contracts and collect outstanding revenues
- Coordinated manpower and resource sharing for regional directors to meet client and project needs
- Created and distributed project status reports and presentations for corporate management, clients, and JV partners
- Supported corporate management, joint venture partners, and clients to execute various bids, contracts, projects, and other initiatives
- Assisted the business development team by building estimates from project bid sheets

EMPLOYMENT HISTORY

2022		GrantWorks, Inc., New York, New York Senior Project Controls Manager
2020 - 2022		Aptim Environmental & Infrastructure, LLC, New York, New York Project Controls/Finance Manager
2017 - 2020		Rise Collective, New York, New York Executive Director/Treasurer
2015 - 2017		CB&I Environmental & Infrastructure, LLC, New York, New York Project Controls Manager
2014 - 2015		As Our Own, New York, New York Special Project Manager
2012 - 2014		Shaw Environmental & Infrastructure, LLC, New York, New York Project Controls/Cost Specialist

Cindy Campbell | GrantWorks, Inc.

Staffing Support Resource

EXPERIENCE OVERVIEW:

Cindy Campbell has experience managing federally funded grant programs for the State of Louisiana. This experience includes program management and implementation to closeout. She has worked with federal, state, and local level agencies. Cindy's most significant experience in compliance and monitoring of regulatory requirements of all phases of various HUD-funded programs. As the Manager of the Small Rental Property Program, Cindy provided leadership for the teams handling appeals, closings, and the call center. She moved to the compliance department to work on monitoring the parishes for proper handling of policies and procedures, procurement, and federal regulations for Low Income Housing programs.

PROJECT EXPERIENCE:

Project Manager, American Rescue Plan Act Project Management, Multiple Local Governments, Multiple Locations, Texas, September 2022 - Present

- Coordinates and manages multiple projects funded primarily by ARPA via the U.S. Treasury
- Communicates with local officials and various state and federal agencies daily.
- Reviews project documents and manages financial details, including contractor pay estimates, professional service invoices, billing projections, and budget tracking
- Tracks and meets performance milestones and deadlines
- Interprets government publications and regulations about project implementation

Housing Finance Manager/Specialist, Louisiana Housing Corporation, Baton Rouge, Louisiana, February 2015 – September 2022

- Managed and administered the State's Affordable Small Rental Property Program
- Reviewed, completed, and submitted Request for Payments
- Kept track and updated the budget expenditures for the program
- Provided all program-related reports to HUD, Louisiana Legislative Auditors, and OCD-DRU
- Reviewed Request for Proposal/Request for Qualifications for outside consultants

EDUCATION:

- Associate of Arts, Paralegal Studies, Louisiana State University, Baton Rouge, Louisiana, 1991

CERTIFICATIONS & TRAININGS

- Redefining Federal Disaster Management, Reznick Group, Baton Rouge, Louisiana, 2011
- CDBG Bootcamp Training, COSCDA, Baton Rouge, Louisiana, 2017
- Community Development Housing and Homelessness, COSCDA, Washington D.C., 2018

Cindy Campbell | GrantWorks, Inc.

Staffing Support Resource

Housing Finance Manager/Specialist, Louisiana Housing Corporation, Baton Rouge, Louisiana, February 2015 – September 2022 (Continued)

- Worked with staff, borrowers, and outside agencies to resolve problems that arise
- Oversaw 12 SRPP staff and their compliance and monitoring of Federal, State, and Local requirements
- Handled all HR-related items, including hiring, training, and day-to-day operations
- Represented the SRPP in any outside meetings, presentations, Zoom calls, and public request

Compliance and Monitoring Specialist, Providence Engineering Corporation and Shaw Environmental & Infrastructure, LLC, Baton Rouge, Louisiana, September 2009 – February 2015

- Ensured compliance with Federal, State, CDBG, and LIHTC regulations
- Conducted audit of each file to verify qualifications and ensure no abusive activity of program money
- On-site monitoring of each property to investigate that proper policies and procedures are being followed.
- Lead for conducting interviews of clients to collect pertinent information for each case
- Developed and analyzed weekly data from each audit performed
- Provided a full detailed report of audit findings for upper Management
- Prepared and preserved pertinent documents on each case file for follow-up discussions, audits, and/or investigations
- Worked daily with others on Auditing Team to prepare a plan of action and/or resolution
- Developed guidelines, policies, applications, and handbooks for CD and CDBG programs

EMPLOYMENT HISTORY:

2022 - Present		GrantWorks, Inc., Baton Rouge, Louisiana Senior Grant Analyst
2015 - 2022		Louisiana Housing Corporation, Baton Rouge, Louisiana Housing Finance Manager/Specialist
2009 - 2015		Providence Engineering Corporation and Shaw Environmental & Infrastructure, LLC, Baton Rouge, Louisiana Compliance and Monitoring Specialist
2006 - 2009		ICF International, Baton Rouge, Louisiana Compliance Manager
2006 - 2009		Primekey Mortgage, Baton Rouge, Louisiana Chief Credit Officer
2004 - 2006		GMFS, Baton Rouge, Louisiana Senior Underwriter
2002 - 2004		PMI Mortgage Insurance Company, Houston, Texas Senior Contract Auditing Underwriter

EXPERIENCE OVERVIEW

Ted Devall has more than 20 years' combined experience in community development, direct residential construction, and management. His ability to facilitate forward progress on efforts involving multiple stakeholders throughout his career have proven to be assets to both clients and team members alike, allowing him to utilize his excellent time, resource, and information management skills in creatively solving problems to successfully meet and exceed project and program goals.

Devall's experience includes ground-level interactions with contractors, homeowners, volunteer programs and grant program administrators. He also brings a background of project oversight, training, nonprofit leadership, capacity building, operationalizing systems, and monitoring and improving performance of multiple field providers across the state to the team. A self-motivator with a positive attitude, Devall's effective interpersonal and communications skills have improved morale and enhanced performance of contractors working under his supervision in the past.

PROJECT EXPERIENCE

Construction Manager, City of Baton Rouge and Build Baton Rouge, Franklin Associates, 2018-Present

- Performed progress, change order and closeout inspections to facilitate successful project completions. Prepared scopes of work and established cost estimates for repair and replacement for more than 500 structures. Knowledge of regulations and codes with which housing standards must comply. Knowledge of modern materials, methods, and procedures.
- Assisted in training development and implementation on statewide energy assistance funding program. Conducted field training statewide for LACAP to assist construction monitors in properly performing/improving their renovation efforts. Conducted performance reviews/delivered training for contractors under my supervisory purview to improve performance.
- Analyzed survey data from contractor inputs to provide insights for efficiencies/additional process improvements. Coordinated monitoring and compliance reviews/documentation for federal grants programs. Handled inventory processes for large-scale sites and programs

EDUCATION:

- MBA, University of Phoenix, 2005
- BS, Family and Consumer Science, Southern University, Baton Rouge, LA, 1996

Ted Devall | Franklin Associates

Staffing Support Resource

EMPLOYMENT HISTORY

Franklin Associates, LLC

Construction Manager

2018-Present

EXPERIENCE OVERVIEW:

Erica Gauthier has 10+ years of experience in working with CDBG-DR funding, along with others. She specializes in data analysis and reporting, using her years of experience to ensure HUD program requirements are met. Erica monitors and evaluates projects, analyzes project data, and produces insights to optimize performance, and identifies problems and shortfalls and proposing solutions. She prepares, reviews, and maintains project documentation and reports including financials.

PROJECT EXPERIENCE:

Grant Analyst, Hurricane Harvey CDBG-DR Program Management Support Services, Texas General Land Office, City of Houston and Harris County, Texas, July 2021 - Present

- Provides various scheduled and ad hoc reports for the Texas General Land Office
- Plays a lead role in compiling required quarterly reports for HUD and the Texas Legislative Budget Board
- Revamped existing financial and project setup trackers to streamline data which allowed her to create various reports to ensure effective project management, including timelines and projections for both construction end dates and expenditure deadlines
- Provides a periodic reassessment to ensure HUD requirements on national objectives are being met

Finance Lead, Restore Louisiana, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, February 2018 – July 2021

- Finance Lead for the Louisiana Restore Program invoices for this \$1B program
- Created BI reports to verify documentation in E-Grant files quickly
- Managed the payment of multiple contracts valued at \$500M and performed monthly reconciliation between the state accounting system and DRGR.
- Created task order trackers for grant management companies working on numerous projects and tracked contract expenditures by task orders, activities, national objectives, and other criteria.

EDUCATION:

- Bachelor of Science, Secondary Education, Louisiana State University, Baton Rouge, Louisiana, 2000

CERTIFICATIONS & TRAININGS

- HUD DRGR Workshop for Disaster Recovery, New Orleans, 2017
- CDBG Advanced Training (COSDA Academy) Baton Rouge, 2016
- COSDA's CDBG Boot Camp, Baton Rouge, 2015
- Disaster Recovery Grant Reporting System Training for DR CDBG Users, New Orleans, 2015

Reporting Specialist/Analyst, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, November 2014 – February 2018

- Served as Reporting Lead for the Louisiana 2016 Floods and Hurricane Isaac, Katrina/Rita, and NCR CDBG-DR grants
- Created and submitted an initial action plan in DRGR for the 2106 Flood grant
- Worked closely with the project managers and submitted Quarterly Performance Reviews (QPRs) in DRGR to compile performance narratives and measures
- Created the Power View Dashboard for management reviews of grants
- Compiled Quarterly Management Reviews after gathering data from numerous sources
- Other reports combine DRGR, ISIS, SharePoint, GIOS, and Excel data. Erica reconciled expenditures on multiple systems (i.e., federal, state, and local agencies)

Appeals Analyst/Reporting, CB&I Environmental & Infrastructure, LLC and Shaw Environmental & Infrastructure, LLC, Baton Rouge, Louisiana, November 2010 – November 2014

- Created and maintained reports using Excel, Access, and Business Objects
- Made appeal determinations based on CDBG and State Program guidelines
- Wrote corresponding determination reports
- Maintained Excel tracking spreadsheet to ensure timely processing of appeals
- Streamlined processes using merge files in Microsoft Word and Excel

EMPLOYMENT HISTORY:

2012 - Present		GrantWorks, Inc., Baton Rouge, Louisiana Grant Analyst
2018 - 2021		Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana Finance Lead
2014 - 2018		Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana Reporting Specialist/Analyst
2010 - 2014		CB&I Environmental & Infrastructure, LLC & Shaw Environmental & Infrastructure, LLC, Baton Rouge, Louisiana Appeals Analyst/Reporting

EXPERIENCE OVERVIEW:

Lisa Gonzalez is a results-orientated accounting professional with broad experience in a deadline-driven environment. Lisa has experience in developing budgets and preparing all internal and external financial statements, ensuring GAAP compliance and regulatory guidelines. Lisa has worked with housing and grants for many years including directly with the state and now with GrantWorks. She is currently coordinating, reviewing, evaluating, and reporting of grants at various stages to determine appropriateness of grant or compliance with requirements and standards.

PROJECT EXPERIENCE:

Senior Grant Analyst, Hurricane Harvey CDBG-DR Program Management Support Services, ERP Economic Revitalization Program, Texas General Land Office, Austin, Texas, September 2020 - Present

- Monitors, evaluates, and reviews eligibility and programmatic compliance at all stages of assigned grants from application to closeout
- Provides feedback and coordinate with GLO partners to ensure compliance
- Provides technical assistance to prospective applicants and subrecipients in accordance with program guidance
- Performs grant management and oversight including review documentation for program compliance including reports, writes and reviews SOPs as changes continue in the processing of application
- Supports Disaster Recovery program by completing timely and thorough application reviews for project eligibility and program compliance
- Prepares requests for information, provide technical assistance as applicable during application phase
- Compiles final application documents
- Provides direction, guidance, technical assistance, and coordination to other grant coordinators through demonstrated CDBG program and grant management knowledge

Finance Manager, Walsh Gallegos Trevino Russo & Kyle, Austin, Texas, June 2017 – April 2020

- Developed the budget and oversees the preparation of internal and external financial statements, ensuring GAAP compliance and regulatory guideline
- Managed in-depth periodic cash flow measurement and forecasting

EDUCATION:

- Bachelor of Science, Business Administration, Texas State University, Austin, Texas, 2005

Finance Manager, Walsh Gallegos Trevino Russo & Kyle, Austin, Texas, June 2017 – April 2020

- Analyzed and reported on financial activities including but not limited to: reconciliations and analytical analysis of interest expense and accrued interest
- Managed operating budgets with a focus on and measurement of cost optimization
- Used Orion Software products, including writing queries and developing reports
- Oversaw weekly and monthly operations performance flash reporting
- Facility remodeling – planning and timelines
- Managed the collections/billing process and the development of metrics to continually improve the collections process
- Provided accounting guidance to a multitude of Shareholders
- Participated in key decisions as a member of the executive management team
- Maintained in-depth relations with all members of the management team
- Oversaw the financial operations that include accounting, billing, and payroll
- Ran monthly, and annual financial reports

Chief Financial Accountant/Finance Manager, Texas Commission on Fire Protection, Austin, Texas, March 2014 – June 2017

- Developed and directed programs to control the financing of agency operations
- Developed methods for the control of cash receipts, deposits, and disbursements; the purchase of services, supplies, and equipment; the documentation of claims for payment; and the preparation and processing of payrolls
- Oversaw and/or prepared annual operating budgets, and reviewed expenditures to ensure that budget limits are not exceeded
- Oversaw the detailed reporting of expenditures and encumbrances made by the various operating units, and may direct the maintenance of the operating budget through centralized purchasing and disbursement
- Oversaw the allocation of state and federal funds to agency operating programs, and develops suitable plans for validating and matching the various federal funds used in financing agency operations
- Helped prepare and coordinate the planning, and development of the agency's annual financial report in accordance with Governmental Accounting Standards Board (GASB) and Office of the Comptroller of Public Accounts requirements
- Developed and directed programs to control the financing of agency operations

EMPLOYMENT HISTORY:

- | | | |
|-----------------------|--|------------------------------------------------------------------------------------------------------|
| 2020 - Present | | GrantWorks, Inc., Austin, Texas
Senior Grant Analyst |
| 2017 - 2020 | | Walsh Gallegos Trevino Russo & Kyle, Austin, Texas
Finance Manager |
| 2014 - 2017 | | Texas Commission on Fire Protection, Austin, Texas
Chief Financial Account/Finance Manager |

EXPERIENCE OVERVIEW:

Consuella (Connie) Hall has over 15 years of experience spanning leadership roles in Louisiana's public and private sectors. As a Senior Grant Analyst, Connie helps to prepare, maintain, and provide project budget information. She works with project managers to provide project scope, cost, and schedule information for grant programs, budgets, financial forecasting, and cash flow projections. She prepares reports on projects and grant funding, provides information for audits on project funding procedures used for managing the funding and expenditures for projects, and provides oversight of subrecipients.

PROJECT EXPERIENCE:

Program Teams Lead, Hurricane Harvey CDBG-DR Program Management Support, Texas General Land Office, Houston, Texas, January 2019 – Present

- Oversees the administration of \$115M including the Homeowner Assistance (\$82M) and Homebuyer Assistance (\$33M) Programs administered by the GLO
- Assists with data analysis and report development
- Monitors team tasks and performance, ensures continuous improvements, and provides a change management
- Provides QA/QC for staff-reviewed grant applications, financial draw requests, and other document submittals for GLO review and approval
- Reviews and interprets program-related correspondence, documents, reports, and forms
- Prepares program files, assists with ongoing audit readiness, and provides support for monitoring/audit reviews

Housing Finance Supervisor, Louisiana Housing Corporation-Recovery Housing Section, Baton Rouge, Louisiana, July 2021 – September 2021

- Administered housing finance programs (Louisiana Neighborhood Landlord Rental Phase 1 (\$41M) and Phase 2 (\$16.5M), East Baton Rouge Rebuilds (\$2M), and East Baton Rouge Rebuilds Developer (\$7M))
- Supervised Housing Finance Specialists and other personnel
- Assisted Housing Recovery Manager with daily flood program operations, compliance reviews, and review of fund expenditures
- Assisted Housing Recovery Manager in the hiring, training, and development of recovery staff
- Assisted with the development of and revisions to program policies and procedures
- Provided highly specialized technical support for the Housing Recovery Manager
- Executed Housing Finance Specialist 3 functions

EDUCATION:

- Master of Public Administration, Public Administration, Louisiana State University, Baton Rouge, Louisiana, 2012
- Juris Doctor, Law, Southern University Law School, Baton Rouge, Louisiana, 2006
- Bachelor of Arts, Mass Communications, Xavier University of Louisiana, New Orleans, Louisiana, 2001

CERTIFICATIONS & TRAININGS

- Non-Active Member, Attorney, Louisiana State Bar Association, 2007

Consuella Hall, JD | GrantWorks, Inc.

Staffing Support Resource

Housing Finance Specialist 3, Louisiana Housing Corporation-Recovery Housing Section, Baton Rouge, Louisiana, May 2017 – June 2021

- Served as Finance Specialist on Louisiana Neighborhood Landlord Rental Phase 1 (\$41M) and Phase 2 (\$16.5M), East Baton Rouge Rebuilds (\$2M), and East Baton Rouge Rebuilds Developer (\$7M) programs
- Evaluated applications for funding
- Assisted in implementing monitoring systems for a compliance review following specified program requirements
- Performed data gathering, statistical analysis, and report generation
- Analyzed management operation, internal controls, and participant files to ensure adequacy, accuracy, and compliance with state and federal regulations
- Provided technical assistance to prospective program participants, active program participants, lenders, and other parties
- Prepared requests for the expenditure of program funds

Disaster Recovery Specialist, Infrastructure Section, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, November 2012 – August

- Served as project specialist on 78 projects totaling more than \$127 million under seven programs created to recover from Hurricanes Gustav, Ike, and Isaac
- Managed infrastructure portion (\$65.7M) of Hurricane Gustav/Ike Economic Development and Infrastructure Growth Program (\$80M)
- Managed Hurricane Isaac Parish Priority (\$1.1M) and Statewide Cost-Share for Federal Emergency Management Agency Public Assistance Fund and Transitional Sheltering Assistance (\$5.8M) programs

PROFESSIONAL AFFILIATIONS:

- Member, Louisiana State Bar Association
- Alumna, Academy of the Sacred Heart

EMPLOYMENT HISTORY:

2021 - PRESENT	GrantWorks, Inc., Baton Rouge, Louisiana Senior Grant Manager
2017 - 2021	Louisiana Housing Corporation, Baton Rouge, Louisiana Housing Finance Supervisor and Housing Finance Specialist 3
2016 - 2017	City of Baton Rouge Parish of East Baton Rouge, Office of Community Development, Baton Rouge, Louisiana Urban Development Director
2012 - 2016	Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana Disaster Recovery Specialist

Johnathan Hill | Franklin Associates

Staffing Support Resource

EXPERIENCE OVERVIEW

Johnathan is a strategic communications and public outreach expert and currently serves as Franklin Associates' advisory services practice lead. With over 10 years of program implementation and outreach, Johnathan has honed his skills creating and managing engagement plans in different sectors of public projects including transportation, higher education, disaster management and more.

PROJECT EXPERIENCE

Project Manager, EBR Stormwater Master Plan, East Baton Rouge City Parish, Franklin Associates, LLC, 2020 - Present

- Created a public outreach strategy to disseminate information to stakeholders; developed and implemented project website; worked closely with program management team to align communications with program goals; coordinated public meetings in person and online.

Project Manager, MOVEBR, East Baton Rouge City Parish, Franklin Associates, LLC, 2019 - Present

- Created a public outreach strategy to disseminate scope of work for Public Information Coordination; worked closely with program management team to align communications regarding the city-parish's largest infrastructure program with program goals; facilitated/implemented key trainings for small business enabling higher participation in the program; coordinated public meetings in person and online. Coordinated information dissemination via web, social media, eblasts, direct mail, phone and in person.

Project Manager, KPMG/LSU Assessment, Franklin Associates, LLC, 2018 – 2019

- Developed communication's plan to engage roughly 500 stakeholders; researched best modes of communication to be utilized to reach the target population; created engagement plan to obtain data from stakeholders; coordinated and facilitated meetings between project leadership and other entities; developed methodology to quantified human capital data; assisted in the development of and refinement of visual graphics.

Program Coordinator, Louisiana Highway Safety Commission, 2017 – 2018

- Manage \$1M in National Highway Traffic Safety Administration (NHTSA) grants; research and implement effective traffic safety programs and countermeasures; serve as the liaison for the nine-statewide regional traffic safety coalitions; coordinate outreach efforts and engage new highway safety partners; develop highway safety policy initiatives and legislative agenda

EDUCATION

- In Progress, Ph.D. – Organizational Leadership, Regent University, Virginia Beach, VA
- Master of Arts – Ministry, 2016, Luther Rice College & Seminary, Lithonia, GA
- BA – Business Management, 2008, Southern University A&M College, Baton Rouge, LA

Johnathan Hill | Franklin Associates

Staffing Support Resource

items; ensure sub-grantees meet their programmatic goals and fiscal responsibilities; conduct program and fiscal auditing to ensure sub-grantees are in compliance with applicable regulations

Special Agent – Bureau of Investigation, Louisiana Department of Justice – Office of the Attorney General, 2011 – 2017

- Responsible for reviewing and investigating criminal fraud, and public corruption cases; supervised security detail officers; drafting detailed legal reports and review current laws and pending legislation; planned and participating in the execution of subpoenas in addition to high-risk search and arrest warrants; responsible for planning, security, and logistics for court proceedings and meetings.

Investigator, 19th Judicial District Law Office of the Public Defender, 2008 – 2011

- Investigated pending misdemeanor and felony criminal cases; interviewed clients and witnesses; drafted detailed reports for attorneys; reviewed and analyzed evidence and police reports; conducted legal research in preparation for court proceedings.

Executive Director, Young Emerging Leaders of Louisiana, Inc., 2005 - 2011

- Responsible for the development and implementation of the organization’s goals and objectives; rebuilt the organization from a dormant status; provided leadership, fiscal oversight and strategic direction for the organization; established relationships with stakeholders and other non-profits; secured external funding sources; exposed program participants to various professional fields; supervised the operations and personnel of the organization; compiled reports for board members and funding compliance.

EMPLOYMENT HISTORY

Franklin Associates, LLC	Advisory Services Practice Lead	2018-Present
LA Highway Safety Commission	Program Coordinator	2017-2018
LA Dept. of Justice Office of the Attorney General	Special Agent-Bureau of Investigator	2011-2017
Fairview Baptist Church	Assistant Pastor/Youth Ministry Leader	2017-Present
19th Judicial District Law Office of the Public Defender	Investigator	2008-2011
Young Emerging Leaders of Louisiana, Inc.	Executive Director	2005-2011
19th Judicial District Court	Criminal/Civil Clerk	2005-2008
Capitol High School	Director of Bands	2004-2005

EXPERIENCE OVERVIEW

Avery has over 20 years of Call Center Experience with 10 years in Call Center Management and Implementation. Currently he is Managing the Franklin Call Center overseeing full time Call Center Agents dedicated to the EBR Emergency Rental Assistance Program. Avery also has over 5 years of Disaster Case Management Experience working with the Federal Emergency Management Agency (FEMA) during the aftermath of Hurricanes Katrina, Rita, Wilma, Gustav and Ike. He also provided Case Management for Catholic Charities of the Diocese of Baton Rouge during the aftermath of the 2016 Floods. Avery has a track record of proven agent improvement, improving morale and resolving technical issues as they arise within his staff.

PROJECT EXPERIENCE

Project Manager/Call Center Manager, EBR Emergency Rental Program, Franklin Associates, 2021-Present

- Mr. Jack manages day to day call center operations for East Baton Rouge Emergency Rental Program with a full-time staff of call center agents. Created and developed call center procedure manual utilizing various systems to assist with training new call center agents.
- Researching and providing local resources for applicants upon. Assisting Community Partners and Case Managers with contacts to applicants and landlords with respect to case processing status and updates.

Project Manager/Call Center Manager, ARPA Call Center Project, Bonton Associates, Franklin Associates, May 2022-Present

- Assisted EBR Stormwater Repairs Project Manager regarding call trends. Monitor Zendesk Call Platform to ensure calls are being answered by available call center agents.

Customer Service Supervisor, Louisiana Healthcare Supervisor, Baton Rouge, LA, November 2018-March 2021

- Managed a staff of full time Member Service Representatives and Provider Service Representatives. Delivered daily call statistics to ensure staff understand their performance with respect to after call work, attendance, average hold time, and average handle time. Ensured processes are compliant with contractual agreements and State and Federal regulations, analyze and advise management of personnel, work-flow issues and trends and recommend resolutions.

EDUCATION

- BA, Mass Communications/Broadcast Journalism, Southern University, Baton Rouge, LA, 1995
- Post Graduate Studies, Business Management and Finance, Southern University, 2005-2007

Avery Jack | Franklin Associates

Staffing Support Resource

Disaster Case Manager, Catholic Charities of the Diocese of Baton Rouge, Baton Rouge, LA, October 2016-November 2018

- Assisted 36 clients with resources and referral information in the wake of the 2016 Flood of Baton Rouge. Collected information from clients to provide, develop, and complete a recovery plan(s) to assist clients to gathering resources needed to complete their home repairs. Communicated with clients any updates to referrals and resources available to them via telephone and e-mail. Contacted clients to schedule and conduct in-home visits to compile information needed to update their case files using CAN (Coordinated Assistance Network) and in the paper files

Contact Center Manager, Louisiana Department of Education, Baton Rouge, LA, February 2016-April 2016

- Conducted quality assurance and call calibration sessions with inbound call center staff and email responses staff who returned phone calls to clients on the Child Care Assistance Program.

EMPLOYMENT HISTORY

Franklin Associates, LLC	Project Manager/Call Center Manager	2021-Present
Louisiana Healthcare Supervisor	Customer Service Supervisor	2018-2021
Catholic Charities of the Diocese of Baton Rouge	Disaster Case Manager	2016-2018
Louisiana Department of Education	Contact Center Manager	2016

EXPERIENCE OVERVIEW:

Shawna McElfish has 6 years of grant administration and project management experience. She joined GrantWorks in October 2019 as an Application Specialist and has quickly moved up the ranks. As the Director of Application Services, Shawna is responsible for gathering data, monitoring the progress of deadlines, and overseeing the preparation of application materials. She coordinates with municipalities, chambers of commerce, local businesses, economic development corporations, and other local entities to develop and write grants for community and economic development projects.

PROJECT EXPERIENCE:

Grant Writer/Director of Application Services, GrantWorks, Whitehouse, Texas, October 2019 - Present

- Work with cities and counties to prepare grant applications according to all program requirements
- Provides general advice and technical assistance so clients select the most fundable project
- Researches grant opportunities from federal and state government agencies
- Drafts grant proposals and supporting documents based on the funding requirement
- Responds to internal and external queries on drafted and submitted proposals.
- Maintains positive relationships with grant agencies and other stakeholders
- Maintains records and submit reports related to grant opportunities
- Completes and submits applications on or before the deadline to the proper funding program
- Specializes in grant applications for multiple grant funds

Project Manager, Traylor & Associates, Inc., Tyler, Texas, July 2012 – July 2016

- Maintained close contact and communication with City/County staff, engineers, architects, and construction contractors
- Communicated with state agencies

EDUCATION:

- Coursework, Southwestern Adventist University, Keene, Texas, 1996 – 1997

CERTIFICATIONS & TRAININGS

- TxCDBG Certified Administrator, Texas Department of Agriculture, 2022

Shawna McElfish | GrantWorks, Inc.

Staffing Support Resource

Project Manager, Traylor & Associates, Inc., Tyler, Texas, July 2012 – July 2016 (Continued)

- Ensured compliance with state and federal laws concerning all aspects of grants
- Held public hearings and attended Council meetings
- Wrote and edited grant applications for cities and counties, prepared Environmental Review records, and managed all grants, including financial management
- Prepared monthly billing on over 40 grants, including data entry, and labor standards compliance

EMPLOYMENT HISTORY:

2019 - Present		GrantWorks, Inc., Whitehouse, Texas Grant Writer and Director of Application Services
2016 - 2019		Grand Openings, Tyler, Texas Hardware Specialist
2012 - 2016		Traylor & Associates, Inc., Tyler, Texas Project Manager
2005 - 2011		Floormax of Tyler, Tyler, Texas Office Manager & Floorcovering Sales
2004 - 2005		Lanes Chapel UMC, Tyler, Texas Nursery Coordinator
2000 - 2001		Moroch & Associates, Inc., Dallas, Texas Media Accountant

EXPERIENCE OVERVIEW

Andrew Santee has directed multiple public engagement projects for the Louisiana Department of Transportation, East Baton Rouge Parish, and the Community Foundation of Southwest Louisiana. He has experience working on federally funded grant programs including HUD CDBG-DR Hurricane Ida recovery for the Louisiana Housing Corporation as well as ARPA funding for East Baton Rouge where he helped clients implement and develop training materials for their use of SLFRF. A recently transitioned veteran, he served as an Armor Officer for seven years before being discharged as a Captain.

PROJECT EXPERIENCE

Project Manager, LA 1 TO LA 415 Connector, LADOTD, Franklin Associates, 2022

- Created and execute a community engagement strategy to disseminate information to the public. Developed materials to be distributed to the public. Worked closely with project team to align communications with project goals. Coordinated and oversaw public meeting to distribute information to stakeholders and public. Disseminated information via eblasts, email, and face to face conversation.

Project Manager, EBR Stormwater Repairs, East Baton Rouge City Parish, Franklin Associates, 2022

- Created and execute a community engagement strategy to disseminate information to the public. Developed materials to be distributed to the public. Worked closely with project team to align communications with project goals. Coordinated and oversaw public meeting to distribute information to stakeholders and public. Disseminated information via eblasts, email, and face-to-face conversation.

Project Manager, Just Imagine SWLA, Community Foundation Southwest Louisiana, Franklin Associates, 2021-2022

- Implemented a public outreach strategy for a regional resilience master plan; disseminated and gathered information from community. Led an ambassador program that helped to collect feedback from the public, and created surveys used to gain community input; analyzed and presented information to help in decision-making. Coordinated nine public meetings across Southwest Louisiana. Promoted meeting attendance and project participation through eblasts, social media, and grassroots efforts.

EDUCATION

- MBA, Kelley Direct Online Program, Indiana University, Expected Graduation February 2023
- MS, Marketing, Kelley Direct Online Program, Indiana University, Expected Graduation August 2023
- BS, History with Thesis, Environmental Engineering Track, United States Military Academy at West Point, 2012

Andrew Santee | Franklin Associates

Staffing Support Resource

Project Coordinator, Various Projects, Franklin Associates, 2021

- Assisted in implementing public outreach strategy for projects including the MOVEBR, EBR Stormwater Master Plan, the I-10 Widening Project, and the Bell Chasse Bridge and Tunnel Replacement Project. Assisted in coordinating and executing public meetings throughout Baton Rouge and South Louisiana. Compiled reports on public commenting and meeting attendance. Developed social media content.

Battalion Planner, United States Army, 2017-2019

- Led a planning cell of four managers to coordinate operations and training for 519 soldiers in Korea. Developed and issued a movement plan for 519 soldiers and over 100 military vehicles by air, rail, and ground in a foreign country; resulted in all equipment and personnel arriving safely at destination on schedule. Chosen to lead an advance deployment party; managed a cross-functional team of twelve officers with minimal supervision to prepare for the battalion's deployment. Planned numerous large-scale operations, including exercises with multiple external units and agencies. Implemented systems to drive timely planning and ensure cross-coordination with all the battalion's departments. Mentored junior officers, ultimately resulting in a seamless transition with replacement upon leaving the position.

Battalion Adjutant, United States Army, 2016-2017

- Executive Assistant to the general manager of a battalion comprised of 700 soldiers. Supervised the safe and timely movement of over 400 armored vehicles and shipping containers for rail transportation. Managed five funds valued at \$14,000; developed standard operating procedures for the operation and auditing of all funds. Coordinated, resourced, and drove a family readiness program; facilitated multiple town hall meetings and large family events.

Assistant Battalion Planner, United States Army, 2015-2016

- Developed the annual training plan for 797 soldiers; planned, coordinated, and resourced eleven large scale exercises in Korea. Oversaw the intermodal shipment of sensitive equipment and personal effects for six companies between the US and Korea. Awarded the Army Commendation Medal for excellence and rated in the top third of peers.

EMPLOYMENT HISTORY

Franklin Associates, LLC	Project Manager	2022
Franklin Associates, LLC	Project Coordinator	2021
United States Army	Armor Officer	2012-2019

EXPERIENCE OVERVIEW:

Vallorie Young executes reviews of applications and budgets, prepares reports for grantees, maintains project development files, ensures adherence to grant agreements, manages subrecipients via monthly program calls for status updates, and works to facilitate timely acquisition and development of CDBG-DR grant-funded affordable housing.

PROJECT EXPERIENCE:

Grant Manager, Hurricane Harvey CDBG-DR Program Management Support Services, Single-Family, New Construction, and New Development Programs, Texas General Land Office, City of Houston and Harris County, Texas, August 2019 - Present

- Administers the development of new construction affordable housing for LMI homebuyers within the City of Houston and Harris County
- Holds contractors to a tight schedule regarding planning, implementation, and construction activities
- Closely monitors project schedules, maintaining constant contact with developers regarding project milestones
- Ensures the LMI population is adequately serviced per HUD regulations.
- Employs methodologies in line with program policy and remains focused on the end goal of affordable housing
- All approved projects remain on schedule, and many are entering the construction phase.

Grant Manager, Hurricane Harvey CDBG-DR Program Management Support Services, Single-Family, New

Senior Program Manager, Louisiana Redevelopment Authority, Baton Rouge, Louisiana, February 2019 – July 2021

- Prepared and monitored CPD grant subrecipient, agreements, budgets, expenditures, and compliance with HUD and City-Parish
- Prepared and monitored environmental review requests for CDBG and HOME projects, respectively
- Requested and monitored the progress of home inspections and led inspections
- Collected documents and verified program eligibility for the City-Parish Housing Rehabilitation program
- Conducted desktop and on-site monitoring of grant sub-recipients to ensure compliance with federal regulations and documents, such as compliance

EDUCATION:

- Bachelor of Arts, Sociology, Louisiana State University, Baton Rouge, Louisiana, May 2005

Vallorie Young | GrantWorks, Inc.

Staffing Support Resource

Senior Program Manager, Louisiana Redevelopment Authority, Baton Rouge, Louisiana, February 2019 – July 2021

- Reviewed draw requests subrecipients, community partners, and developers to ensure eligibility as defined by funding source and consistency with program budgets before submission to Grants Fiscal Manager for submission for payment
- Assisted in the preparation, distribution, and collection of requests for funding for various CPD grants
- Assisted with reviewing, scoring, and ranking CPD requests for funding
- Coordinated with City-Parish loan servicing provider regarding various CPD development and homebuyer loans
- Setup project activities in HUD's Integrated Disbursement and Information System (IDIS)
- Collected, compiled, and provided data entry for projects at the point of closeout in IDIS
- Assisted the Grants Fiscal Manager with review and input of draw requests in the City-Parish financial payment system, MUNIS
- Assisted in developing Strategic, Annual Action and Comprehensive Housing and HUD Consolidated Plans
- Served as point of contact for assigned projects
- Assisted with planning and coordination of community meetings of various sizes to disseminate information and gather feedback about community needs
- Compiled and prepared the weekly report to be submitted to Grants Director for assigned CPD program detailing projects statics for each assigned program

Closeout Specialist, Louisiana Governor's Office of Homeland Security and Emergency Preparedness, Baton Rouge, Louisiana, November 2014 – November 2017

- Ensured closeout processes satisfied Federal Program requirements
- Provided monthly reports of closeout activities
- Ensured project cost reconciliation with the final project budget
- Prepared documentation to request de-obligation of excess funds
- Ensured amendments to the project are in line with the scope of work
- Conducted property site inspections to validate mitigation measure
- Input information into the closeout database

EMPLOYMENT HISTORY:

2021 - Present		GrantWorks, Inc., Baton Rouge, Louisiana Grant Manager
2019 - 2021		Louisiana Redevelopment Authority, Baton Rouge, Louisiana Senior Program Manager
2014 - 2017		Louisiana Governor's Office of Homeland Security and Emergency Preparedness, Baton Rouge, Louisiana Closeout Specialist
2013 - 2014		Adjusters International, Baton Rouge, Louisiana Analyst

TAB 2 - Hourly Rate Table

Proposer Name: Franklin Associates, LLC

STAFFING AREAS – AREA/POSITIONS	NUMBER OF STAFF AVAILABLE	HOURLY RATE CHARGED	HOURLY RATE PAID
(AREA)	(INFORMATIONAL)	(TO STATE)	(TO STAFF)
<u>Area 1</u> Pursuing IJJA Grant Funding – TASK LEAD	2	\$190	\$76
<u>Area 1</u> Pursuing IJJA Grant Funding – GRANT WRITER	10	\$155	\$62
<u>Area 1</u> Pursuing IJJA Grant Funding – GRANT WRITER	10	\$145	\$58
<u>Area 2</u> Managing Successful IJJA ACT Grant Applications – TASK LEAD	2	\$190	\$76
<u>Area 2</u> Managing Successful IJJA ACT Grant Applications – GRANT MANAGER	10	\$165	\$66
<u>Area 2</u> Managing Successful IJJA ACT Grant Applications – GRANT ANALYST	10	\$150	\$60
<u>Area 3</u> Project Management – PROJECT MANAGER (Non-Principal)	2	\$190	76
<u>Area 3</u> Project Management – PROJECT ANALYST	10	\$145	58
<u>Area 3</u> Project Management – MANAGER-PRINCIPAL (OWNER)	1	\$255	<i>Same as Charged</i>
<u>Area 4</u> Enhanced Project Management – ENGINEER/ARCHITECT	Not applicable	Not applicable	<i>Same as Charged</i>
<u>Area 4</u> Enhanced Project Management – OTHER LICENSED DESIGN PROFESSIONALS or CERTIFIED PROFESSIONALS	Not applicable	Not applicable	Same as Charged

Submitted December 23, 2022 - Information subject to the restrictions outlined on page 1 of this proposal



**TECHNICAL ASSISTANCE PROGRAM:
TECHNICAL PROPOSAL + RATE SHEET
HUNT, GUILLOT & ASSOCIATES**

LITACorp Grant Application & Administration Staffing Support

DECEMBER 23, 2022 | LITACORP 01-2022

TECHNICAL PROPOSAL

A PROPOSAL TO

Louisiana Infrastructure Technical Assistance Corporation (**LITACorp**)



Grant Application and Grant Administrative Support Services

A Proposal to the Louisiana Infrastructure Technical Assistance Corporation
(LITACorp)

Technical Proposal

Staffing Support Areas Proposed:

Area 1: Pursuing IIJA Grant Funding

Area 2: Managing Successful IIJA Grant Applications

Area 3: Project Management

Area 4: Professional Technical Support

Due Date: December 23, 2022

Proposal #P.522711.00.0



9357 Interline Ave.

Baton Rouge, LA 70809

www.hga-llc.com



COVER LETTER

December 23, 2022

Leslie Anne Durham, Executive Director
LITACorp
707 N Seventh St.
Baton Rouge, LA 70802

Subject: LITACorp Grant Application & Administration Staffing Support; LITACorp 01-2022
HGA Proposal No. P.522711.00.0

Dear Ms. Durham:

This letter serves to express HGA's intent to bid on the above-referenced contract to provide support to the Louisiana Infrastructure Technical Assistance Corporation (LITACorp) for grant application and grant administrative support services for the federal Infrastructure Investment and Jobs Act (IIJA). The HGA Team is both willing and more than able to perform the required services and enter into a contract with LITACorp. Our proposal addresses all four Staffing Support Areas listed in the RFP. We acknowledge receipt of RFP Addenda #1, #2, and #3.

The HGA Team has the capacity to perform all work described in the Scope of Work/Services (SOW), Section 2.1 of the RFP. Our Team includes Hunt, Guillot, and Associates, LLC (HGA), a prime contractor with significant experience in application development and grant administrative services and experience with IIJA grant funding, and subcontractors Pan American Engineers (PAE), Quality Engineering & Surveying, LLC, (QES) and GIS Engineering (GIS). This Team includes all Louisiana-based firms that have supported previous local grant application and management efforts in various capacities, including staffing support.

HGA is well prepared to lead our team in building capacity within the Louisiana Political Subdivisions the Corporation serves through staffing services and technical assistance:

- We have provided staffing support services for government clients in Louisiana, New York, and North Carolina.

- HGA has completed over 750 applications worth more than \$2 billion in funding for over 600 applicants.
- HGA has a proven track record of successfully supporting over \$20 billion in grant management services for state and local clients to include infrastructure, economic, and housing projects.
- The HGA Team has supported clients such as the Greater Lafourche Port Commission, East Baton Rouge Parish, the City of Lake Charles, and the Towns of Abita Springs and Golden Meadow with their IJA applications and funding administration.
- The HGA Team is experienced in rapid ramp-up of projects and has the ability to recruit and train large numbers of staff in a short period.

While maintaining federal statutory compliance for each project may seem daunting to local governments, HGA Team staff will focus on thoroughly explaining the basics of IJA compliance and reporting requirements up front. By working directly with the local government LITACorp clients and providing educational resources and technical assistance, the HGA Team will contribute to the goal of increasing individual, organizational, and public institutional capacity for project identification, project formation, project implementation, and long-term operations and maintenance.

Thank you for the opportunity to provide this proposal. As an HGA Principal, I am authorized to contractually obligate the firm via my signature below. We have provided our Board Resolution confirming this authority on the following pages. I will also serve as the primary point of contact and responsible officer for technical and contractual issues regarding this proposal. If you have any questions, please don't hesitate to contact me at (225) 927-6825.

Sincerely,



Jack Hunt, HGA Principal

9357 Interline Avenue, Baton Rouge, LA 70809

Phone: (225) 927-6825; Fax: (225) 529-3778

E-mail: jhunt@hga-llc.com

HGA federal tax identification number: 72-1354146

**Consent Resolution of Managers of
HUNT, GUILLOT & ASSOCIATES, L.L.C.**

February 21, 2019

The undersigned, being all of the Managers of Hunt, Guillot & Associates, L.L.C. (the "Company"), a Louisiana limited liability company, do hereby consent to the following resolutions:

WHEREAS, pursuant to Section 4.1 of the Operating Agreement of the Company, as amended and/or restated (the "Agreement"), the Managers are authorized to execute documents, proposals and contracts on behalf of the Company;

WHEREAS, pursuant to Section 4.2 of the Agreement, Alex T. Hunt III, John A. Guillot and Donald W. Plummer are all of the Managers of the Company;

WHEREAS, pursuant to Section 4.4 of the Agreement, the Managers may appoint one or more Authorized Persons to act on behalf of the Company and execute documents, proposals and contracts on behalf of the Company; and

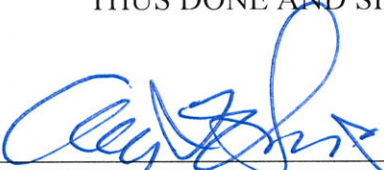
WHEREAS, the Managers desire to appoint Alexander T. Hunt, IV and Jack Hunt as authorized person(s) to act on behalf of the Company and execute documents, proposals and contracts on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED that each of the following person(s) is appointed as Authorized Person to act on behalf of the Company and execute contracts on behalf of the Company:

Alexander T. Hunt, IV
Jack M. Hunt

FURTHER RESOLVED, that each Authorized Person, independently of each other and without further resolution of the Managers, shall have the authority to act on behalf of and bind the Company to any and all documents, proposals or contracts.

THUS DONE AND SIGNED, on the date first written above.



ALEXANDER T. HUNT III, Manager



JOHN A. GUILLOT, Manager



DONALD W. PLUMMER, Manager

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TAB 1 – EXECUTIVE SUMMARY

This proposal will describe the HGA Team’s experience and qualifications to provide services for all of the RFP Staffing Support Areas with a focus on our history of providing staffing services. We will also describe our approach and methodology for identifying, recruiting, training, and retaining staffing resources.

The HGA Team has experience preparing IJA applications; existing relationships with local governments across the State; an existing cadre of qualified, available staff with systems in place to quickly recruit and train more staff as needed; and a history of providing staffing support services and technical assistance to public entities. Our team is comprised of Louisiana-based firms dedicated to leveraging federal funding to benefit communities across our State.



TAB 2 – PROPOSER AND SUBCONTRACTORS CORPORATE INFORMATION

Company Overview

HGA Company Information

Year of Founding: 1997
 Current Size of Staff: 500
 Latest Annual Revenue: See separately submitted financials
 Corporate Profit: See separately submitted financials
 Sales Growth: See separately submitted financials
 Principal Owners: Trott Hunt, Jay Guillot, Trotter Hunt, Jack Hunt
 Areas of Focus: Program Management (Grant Services), Staffing, Engineering, Integrated Services, and Construction
 Levels of Government Served: State, County/Parish, and City/Community
 Location of Headquarters: Ruston, LA
 Location of Nearest Office: Baton Rouge, LA

Hunt, Guillot and Associates LLC (HGA) is a Limited Liability Company that was formed in 1997 and, over the past 25 years, has grown into a top-ranked program management and engineering firm with a staff of more than 500 employees in nine offices across the country, with four of those offices being located in Louisiana. HGA has operated under the same private ownership structure since its founding, with no planned changes. The company has several divisions that include Program Management, Staffing, Engineering, Integrated Services, and Construction. We maintain a staff of Certified Project Managers, Grant Administrators, Geographic Information Systems (GIS)

Specialists, Professional Engineers, and Construction Managers.

HGA has a proven track record of successfully supporting over \$24 billion in grant-funded programs for state and local clients to include economic, infrastructure, and housing projects. This work includes providing grant management services in 41 parishes in Louisiana. We have a perfect record of zero funds being recaptured over the multiple billions of dollars

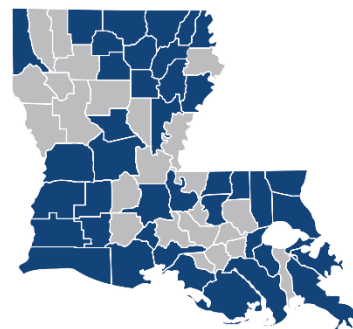


FIGURE 1: HGA LOUISIANA EXPERIENCE. *HGA has been providing the State of Louisiana with grant management services since 2007, serving in 41 parishes.*

under our management. Our services have included comprehensive program management and grant services from action plan development to program closeout.

Our staff has provided program and grant management services involving multiple federal funding streams, such as FEMA’s Public Assistance (PA) and Hazard Mitigation Assistance (HMA) programs; HUD’s Community Development Block Grant (CDBG) Disaster Recovery and Mitigation programs; and newer federal grant programs through the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law.

Financial Strength

HGA maintains the financial resources and stability needed to perform on this contract. These resources include a Line of Credit with Origin Bank and minimal debt obligations.

HGA is significantly more stable than many program management companies because we have multiple business lines, including engineering and pipeline services, which translates into multiple income streams. This diversity of income sources protects the company from business fluctuations in any one area, and allows HGA to cover the cost of expenses without depending on the status of any one project. This arrangement was put to the ultimate test during the height of the COVID-19 pandemic, when several of HGA’s business lines experienced a downturn due to the lockdown. Our other lines of business helped to keep the company stable until business returned to normal across the board.

Integrity

HGA and our staff are of high integrity and operate in a culture of high integrity. At HGA, we seek to build long-term customer relationships by listening to our clients, leveraging our experience and delivering on our commitments. We believe in leading by example, maintaining an open and



FIGURE 2: LONG RELATIONSHIPS WITH CLIENTS. HGA's success shows in its longstanding contractual relationships, as the same agencies contract us repeatedly to continue supporting them.

honest dialogue, and honoring all client commitments. Simply stated, we will be your valued and trusted advocate. Client satisfaction is our top priority. We strive to perform above our client expectations and to deliver all projects on schedule and on budget. Clients come to HGA for our expertise, proven project management processes and reporting, responsiveness, and cost-effectiveness—and return to HGA for the same reasons.

Statements

The HGA Team does not anticipate any potential conflicts of interest related to this bid.

Neither HGA, nor its subcontractors, has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, in the last ten years.

Likewise, neither HGA, nor its subcontractors have undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

Proposer Experience

Commitment to RFP Framework

The HGA Team is committed to the framework outlined in the RFP and will ensure compliance with all IIJA processes. HGA has provided staffing support to multiple government clients and understands the need to be flexible when ramping up and ramping down.

Summary of Experience

The HGA Team has supported clients such as the Greater Lafourche Port Commission, East Baton Rouge Parish, the City of Lake Charles, and the Towns of Abita Springs and Golden Meadow with their IIJA applications and funding administration. In fact, HGA has developed innovative ways to present data to the federal government for approval of IIJA applications. For the City of Lake Charles and Town of Abita Springs infrastructure grant programs, HGA's interdisciplinary team of GIS Specialists, Grant Managers, and Project Managers created story maps:

- <https://storymaps.arcgis.com/stories/abe36e1826a6431d9fad27e75359f517>
- <https://storymaps.arcgis.com/stories/cde2eef9f75448bea0bfa99334760eb2>

These story maps provided data in support of the entities' Safe Streets for All projects to include traffic accident data, LMI access, locations with direct safety and equity concerns, and the volume of pedestrians and cyclists sharing the roads.

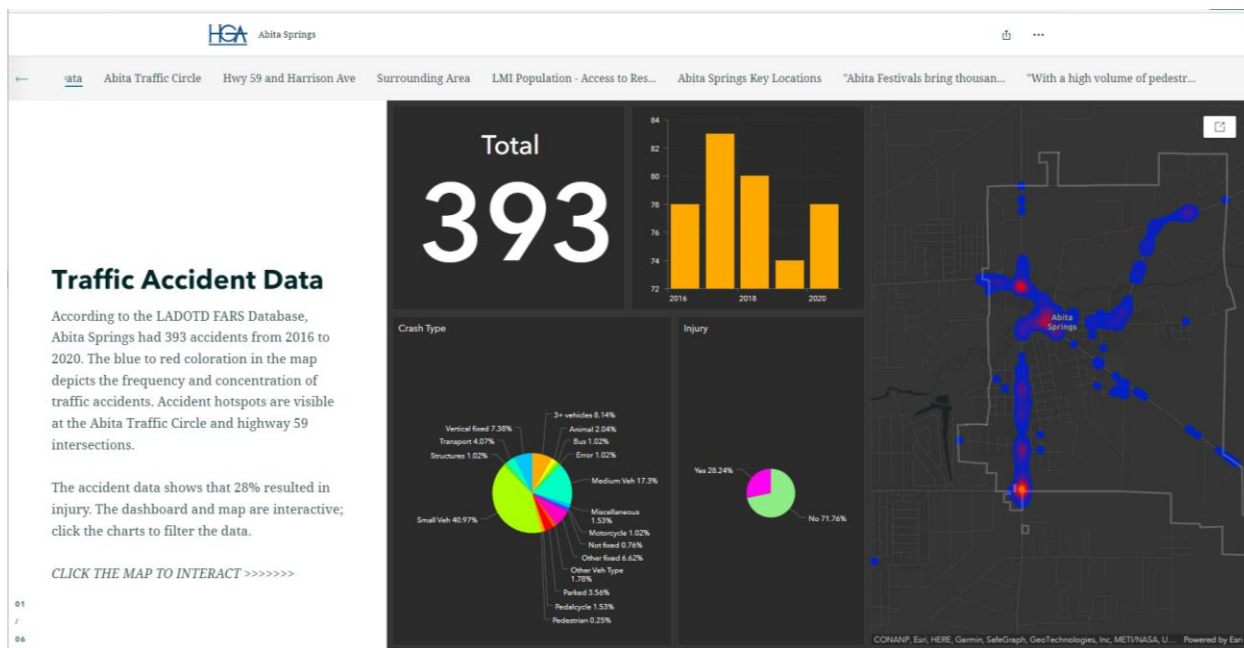


FIGURE 3: IJJA APPLICATION SUPPORTING INFORMATION. *HGA created an online story map in support of the Town of Abita Springs's application.*

HGA understand how to identify, verify eligibility, and implement infrastructure project in compliance with the grant funding source. We have proven this by **leading the two largest infrastructure recovery programs** that have been implemented to date—New York's for Hurricane Sandy and Louisiana's for Hurricanes Katrina and Rita. Both of which have received **no HUD findings nor faced any recapture.**

HGA regularly provides staffing and technical support to clients. Under the HUD Community Compass program, HGA has also provided technical assistance and training to state and local governments in the U.S. Virgin Islands, Puerto Rico, New York, North Carolina, South Carolina, Alaska, West Virginia, and Louisiana. **We work to build capacity and increase production levels in government agencies, so they are better prepared for future disasters and grant programs.**



Technical Assistance and Training Success Story

HGA has provided an array of technical assistance on topics similar to those requested in the RFP to the New York Governor’s Office of Storm Recovery (GOSR) and its subrecipients. Examples of the **formal training** include the **technical assistance modules** used to train subrecipients to be CDBG-DR compliant when handling HUD grant money, and to remain in compliance with GOSR policies as well. HGA has regularly performed **informal training** with GOSR project leads and senior staff through direct one-on-one consultation and working meetings. Finally, HGA has also performed **hybrid training sessions**, such as the Grant Administrator training, which includes a formal component, complete with materials and examples for the Grant Administrators to work through, followed up by **supervised on-the-job training** where they receive regular feedback and support from senior HGA staff. The training provided by HGA has helped to build capacity for GOSR staff and thus to **reduce program costs**.

The following tables provide details for relevant engagements to include the grant program involved, number of staff provided, type of government agency, grant size, and duration of engagement.

NCORR Housing and Infrastructure Staff Augmentation

Staffing Support Area Relevance:	Areas 2, 3, 4
Prime or Subcontractor:	HGA is the prime contractor.
Customer:	North Carolina Office of Recovery and Resiliency (NCORR)
Customer Type:	State government
Project Name:	Housing and Infrastructure Staff Augmentation
Grant Program:	HUD CDBG-DR and CDBG-MIT
Number of Staff Provided:	43
Type of Government Agency:	State
Program value (Grant Size):	\$740 million CDBG-DR and \$168 million CDBG-MIT
Duration of Engagement:	June 2019–present
Staffing Support Services Provided:	HGA has been providing NCORR with expert staff to support planning, operations, and compliance for all of its recovery programs. More specifically, HGA has helped NCORR to develop program policies and procedures that will help NCORR to remain compliant in all federal cross-cutting statutes. HGA will also help NCORR to implement other industry-wide best practices to ensure overall grant compliance.

Customer Reference	<p>Matt Arlyn, Planning and Policy Director NCORR 512 N. Salisbury St. Raleigh, NC 27604 (984) 232-3234 Matthew.Arlyn@ncdps.gov</p>
---------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

NCORR Staff Augmentation For HOPE Program

Staffing Support Area Relevance	Areas 2, 3, 4
Prime or Subcontractor	HGA was the prime contractor.
Customer:	North Carolina Office of Recovery and Resiliency (NCORR)
Project Name:	Staff Augmentation for Housing Opportunities and Prevention of Evictions (HOPE) Program Case Management
Grant Program:	Community Development Block Grant- Coronavirus (CDBG-CV) and Covid Relief Funds (CRF)
Number of Staff Provided:	70
Type of Government Agency:	State
Program Value (Grant Size):	\$167 million
Duration of Engagement:	November 2020–December 2022
Staffing Support Services Provided:	HGA was selected to provide Subject Matter Experts and Case Managers to directly support NCORR Planning and Policy senior staff in the administration of this program for at-risk households. Other tasks included supervising the workload of 11 HOPE Supervisors and 125 Specialists responsible for the review of 56,675 applications for assistance. 41,500 of these applications were deemed eligible for assistance. HGA also supported the implementation of the program by internal and external staff, with applicant awards totaling more than \$133 million.
Customer Reference:	<p>Matt Arlyn, Planning and Policy Director NCORR 512 N. Salisbury St. Raleigh, NC 27604 (984) 232-3234 Matthew.Arlyn@ncdps.gov</p>

NY GOSR Hurricane Sandy Infrastructure Recovery Program Management

Staffing Support Area Relevance:	Areas 1, 2, 3, 4
Prime or Subcontractor:	HGA was the prime contractor.
Customer:	New York Governor's Office of Storm Recovery (GOSR)
Project Name:	Hurricane Sandy Infrastructure Recovery Program Management
Grant Program:	CDBG-DR
Number of Staff Provided:	35
Type of Government Agency:	State
Program value (Grant Size):	\$1.3 billion
Duration of Engagement:	May 2014–present
Staffing Support Services Provided:	HGA is serving as the GOSR CDBG-DR Infrastructure Program Manager for Hurricane Sandy recovery. The scope of work includes managing the \$1.3 billion allocated to four programs. HGA embedded our staff across three State offices in New York and developed trusted working relationships with GOSR and program subrecipients by working with them daily to provide technical assistance and training. We reviewed and vetted over 500 potential projects for national objective, eligibility, and beneficiary determination to develop approximately 325 project applications for CDBG-DR funding. We worked with GOSR, subrecipients, architects/ engineers (A/Es), and state agencies to accomplish this task.
Customer Reference:	Natalie Wright, former Deputy Executive Director for Community Reconstruction, Infrastructure, and Small Business, NY GOSR (612) 868-4186 wright.2.natalie@gmail.com

LA OCD Hurricanes Katrina & Rita Infrastructure Recovery Program Management

Staffing Support Area Relevance:	Areas 2, 3, 4
Prime or Subcontractor:	HGA was the prime contractor and PAE was a subcontractor and then PAE became the prime and HGA was a subcontractor to PAE
Customer:	Louisiana Office of Community Development
Project Name:	Hurricanes Katrina & Rita Infrastructure Recovery Program Management
Grant Program:	CDBG-DR

Number of Staff Provided:	40
Type of Government Agency:	State
Program value (Grant Size):	\$1.4 billion
Duration of Engagement:	October 2007–May 2021
Staffing Support Service Provided:	HGA and PAE developed program policies and procedures and an implementation plan for successful program delivery. We managed 357 concurrent projects for the State of Louisiana in 23 parishes, 16 school boards, local non-profits, and fishery enterprises. HGA also provided labor compliance monitoring services for the Katrina/Rita infrastructure projects and the piggyback multifamily housing complexes.
Customer Reference	Pat Forbes, Executive Director LA OCD-DRU P.O. Box 94095 Baton Rouge, LA 70804-9095 (225) 219-9600 Patrick.forbes@la.gov

LA GOHSEP Subrecipient Technical Assistance

Staffing Support Area Relevance:	Areas 1, 2, 3, 4
Prime or Subcontractor:	HGA was the prime contractor.
Customer:	Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)
Project Name:	Subrecipient Technical Assistance
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	10
Type of Government Agency:	State
Program value (Grant Size):	\$381 million
Duration of Engagement:	August 2021–present
Staffing Support Services Provided:	HGA is providing statewide HMGP technical assistance to eligible subrecipients affected by disasters, including Hurricanes Laura, Delta, Zeta, and Ida, and the Winter Storm and May Flood of 2021. We are providing subrecipients in 24 parishes assistance with all administrative, oversight, project development, reimbursement, and closeout activities and potentially future grant programs.
Customer Reference:	Sean Wyatt, Assistant Deputy Director Hazard Mitigation Assistance Program GOHSEP 7667 Independence Blvd.

Baton Rouge, LA 70806
 (225) 389-2403
 Sean.Wyatt@la.gov

St. Mary Parish FEMA HMA Program Management

Staffing Support Area Relevance	Area 1
Prime or Subcontractor	QES was the prime contractor.
Customer:	St. Mary Parish Government
Project Name:	FEMA HMA Program Management for FY 2020
Grant Program:	FEMA Hazard Mitigation Assistance (HMA) Flood Mitigation Assistance (FMA)
Number of Staff Provided:	3
Type of Government Agency:	Parish
Program Value (Grant Size):	\$874,780
Duration of Engagement:	2019–est. August 2025
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ FMA Grant Writing ▪ FMA Project Management ▪ Application Development ▪ Benefit Cost Analysis <p>Quality successfully submitted a grant application for five properties with a total project cost of \$874,780 in mitigation funding for elevation mitigation activities. The five properties from this application have been selected for further review by FEMA and are currently being reviewed.</p>
Customer Reference:	<p>Henry “Bo” Legrange St. Mary Parish Government 500 Main St. Franklin, LA 70538 (337) 828-4100 H.Lagrange@StMaryParishLA.gov</p>

Tangipahoa Parish HMGP Acquisitions

Staffing Support Area Relevance	Area 2
Prime or Subcontractor	QES was the prime contractor.
Customer:	Tangipahoa Parish Government

Project Name:	Tangipahoa Parish HMGP Acquisitions
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	3
Type of Government Agency:	Parish
Program Value (Grant Size):	\$66,500
Duration of Engagement:	June 2016–est. 2023
Staffing Support Services Provided:	QES represented Tangipahoa Parish Government in the DR-1792 project, Tangipahoa Parish Acquisitions. The scope of work included homeowner outreach and education, procurement of asbestos services, title services, and demolition, official closing and demolition of each structure, and closeout to GOHSEP and FEMA for the project grant. Additionally, Tangipahoa Parish received an added allocation to acquire other Repetitive Loss (RL) and Severe Repetitive Loss (SRL) structures. QES provided education and outreach to those properties deemed RL/SRL and a priority for the Parish, and completed the acquisition project.
Customer Reference:	Robby Miller Tangipahoa Parish Government P.O. Box 215 Amite, LA 70422 (225) 635-3861 ParishPres@Tangipahoa.org

Tangipahoa Parish Hurricane Isaac HMGP Project Management

Staffing Support Area Relevance	Area 2
Prime or Subcontractor	QES was the prime contractor.
Customer:	Tangipahoa Parish Government
Project Name:	Tangipahoa Parish Hurricane Isaac HMGP Project Management
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	3
Type of Government Agency:	Parish
Program Value (Grant Size):	\$1,200,000
Duration of Engagement:	September 2014–September 2019
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ HMGP Project Management ▪ Benefit-Cost Analysis ▪ Acquisitions and Elevations of RL/SRL structures ▪ Project Closeout

	<p>QES was procured by the Tangipahoa Parish Government to help reduce or eliminate future damages and NFIP claims in accordance with rules and regulations set forth by FEMA and local ordinance. QES ensured that each structure met the requirements of the standards set forth by ASCE 24. QES supported the Parish in implementing elevations and acquisitions of RL/SRL structures. The scope of work included homeowner outreach and education, milestone site inspections, review of elevation certificates and engineering design plans, increased cost of compliance (ICC) claims, amendment requests, procurement of asbestos services, title services, demolition services, official closing and demolition of each applicable structure, and final project closeout submissions to GOHSEP and FEMA for the grant application.</p>
Customer Reference:	<p>Robby Miller Tangipahoa Parish Government P.O. Box 215 Amite, LA 70422 (225) 635-3861 ParishPres@Tangipahoa.org</p>

St. Mary Parish HMGP Hazard Mitigation Plan Update

Staffing Support Area Relevance	Area 2
Prime or Subcontractor	QES was the prime contractor.
Customer:	St. Mary Parish Government
Project Name:	St. Mary Parish HMGP Hazard Mitigation Plan Update
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	4
Type of Government Agency:	Parish
Program Value (Grant Size):	\$75,000
Duration of Engagement:	March 2020–October 2021
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ GIS ▪ Program Management ▪ Risk Assessment <p>QES was selected by St. Mary Parish to develop their Hazard Mitigation Plan following 44 Code of Federal Regulations (CFR) Part 201 Mitigation Planning. QES researched the Parish to create the hazard mitigation plan, which showed the level of risk to the Parish from flooding, hurricanes, and other disaster events. This plan has been approved and adopted by the Parish, and by the cities in the Parish.</p>
Customer Reference:	<p>Henry “Bo” Legrange St. Mary Parish Government</p>

500 Main St.
 Franklin, LA 70538
 (337) 828-4100
 H.Lagrange@StMaryParishLA.gov

Livingston Parish Gravity Drainage District #1 Watershed Program Management

Staffing Support Area Relevance	Area 3
Prime or Subcontractor	QES was the prime contractor.
Customer:	Livingston Parish Gravity Drainage District #1
Project Name:	Livingston Parish Gravity Drainage District #1 Watershed Program Management
Grant Program:	FEMA Hazard Mitigation Assistance (HMA)
Number of Staff Provided:	20
Type of Government Agency:	Parish Agency
Program Value (Grant Size):	\$55,300,000
Duration of Engagement:	2011–present
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ Program Management ▪ Civil Design ▪ Community Rating System ▪ Watershed Management ▪ H&H Study & Analysis ▪ GIS <p>QES was selected to provide necessary support via surveying and engineering services that would improve the drainage infrastructure throughout Livingston Parish Gravity Drainage District #1 (LPGDD1). The Louisiana Watershed Initiative selected 20 LPGDD1 pre-applications to advance and develop into full applications. This provided LPGDD1 and QES with an unprecedented opportunity to improve and accelerate the drainage improvements that are urgently needed throughout this district. The projects in this development include watershed studies, drainage analysis and improvements, channel expansion, detention/retention ponds, bridge upgrades and replacements, and underground drainage.</p>
Customer Reference:	<p>Wesley Kinnebrew Livingston Parish Gravity Drainage District #1-District Manager 8098 B Florida Blvd. Denham Springs, LA 70726 (225) 664-5827 wesley@lpgdd1.net</p>

Calcasieu Parish Police Jury LWI Region 4 Watershed Coordinator

Staffing Support Area Relevance	Area 3
Prime or Subcontractor	QES was the prime contractor.
Customer:	Calcasieu Parish Police Jury
Project Name:	Calcasieu Parish Police Jury LWI Region 4 Watershed Coordinator
Grant Program:	FEMA Hazard Mitigation Assistance (HMA)
Number of Staff Provided:	10
Type of Government Agency:	Parish
Program Value (Grant Size):	\$309,835
Duration of Engagement:	August 2020–December 2021
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ Program Management ▪ Topographic Survey ▪ Civil Design ▪ Public Outreach ▪ H&H Study & Analysis <p>QES was selected as watershed coordinator for LWI Region 4, which consists of all or a portion of nine parishes: Allen, Beauregard, Calcasieu, Cameron, De Soto, Jefferson Davis, Rapides, Sabine, and Vernon.</p> <p>The scope of Watershed Coordinator is to develop a regional approach to identifying problems, developing solutions, and training for future mitigation. This is vital to provide a long-term solution for the Region 4 watershed. QES facilitated decisions regarding best land use, policy, and mitigation activities, and ensured implementation of a coordinated and inclusive planning process.</p>
Customer Reference:	<p>Bryan Beam, Administrator Calcasieu Parish Police Jury P.O. Box 1583 Lake Charles, LA 70726 Bryan.Beam@calcasieu.org</p>

Calcasieu Parish Police Jury ARPA Project Eligibility Reviews

Staffing Support Area Relevance	Area 3
Prime or Subcontractor	QES was a subcontractor.
Customer:	Calcasieu Parish Police Jury

Project Name:	Calcasieu Parish Police Jury ARPA Project Eligibility Reviews
Grant Program:	American Rescue Plan Act of 2021 (ARPA)
Number of Staff Provided:	5
Type of Government Agency:	Parish
Program Value (Grant Size):	\$192,560 (value of subcontractor work)
Duration of Engagement:	2021–est. 2025
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ Grant Application Review ▪ Determine Eligibility ▪ Grant Documentation ▪ Program Monitor <p>QES was responsible for determining the eligibility of projects under the Office of Management and Budget (OMB)’s Uniform Guidance 2 CFR, Part 200, the Treasury’s Final Rule (FR) for the American Rescue Plan – State and Local Fiscal Recovery Funds, and all other programmatic guidance specific to the project.</p> <p>After determining eligibility, QES also provides each project with feedback on how to either remain in compliance or to align the project to the above rules. To date, QES has reviewed and provided feedback on 29 water projects that are still in the planning stages. Once projects commence work, QES will also monitor each project to ensure that they remain in compliance.</p>
Customer Reference:	<p>Bryan Beam, Administrator Calcasieu Parish Police Jury P.O. Box 1583 Lake Charles, LA 70726 (337) 721-3500 Bryan.Beam@calcasieu.org</p>

LA DOTD NFIP-CTP Program Management

Staffing Support Area Relevance	Area 3
Prime or Subcontractor	QES was the prime contractor.
Customer:	Louisiana Department of Transportation and Development (LA DOTD)
Project Name:	LA DOTD NFIP-CTP Program Management
Grant Program:	FEMA National Flood Insurance Program (NFIP)
Number of Staff Provided:	4
Type of Government Agency:	State
Program Value (Grant Size):	\$50,000
Duration of Engagement:	June 2021–est. 2025

Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ Program Management ▪ Civil Design ▪ Community Rating System ▪ Watershed Management ▪ H&H Study & Analysis ▪ GIS <p>QES is providing professional services to LA DOTD to accomplish the goals of the FEMA NFIP and the Cooperating Technical Partnership (CTP) Programs. All processes and deliverables are being completed in accordance with FEMA's <i>Policy Standards for Flood Risk Analysis and Mapping</i>. The program is intended to ensure that communities participating in the NFIP are achieving flood loss reduction objectives, and to provide program assessment and assistance services to aid in the implementation of comprehensive flood loss reduction programs.</p>
Customer Reference:	<p>Susan Veillon 1201 Capital Access Road Baton Rouge, LA 70802 (225) 379-3017 Susan.Veillon@la.gov</p>

Livingston Parish Gravity Drainage District No.1 GIS Program Management

Staffing Support Area Relevance	Area 4
Prime or Subcontractor	QES was the prime contractor.
Customer:	Livingston Parish Gravity Drainage District #1 (LPGDD1)
Project Name:	Livingston Parish Gravity Drainage District No.1 GIS Program Management
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	6
Type of Government Agency:	Parish Agency
Program Value (Grant Size):	\$65,000
Duration of Engagement:	January–September 2020
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ HMGP ▪ Drainage ▪ Hydraulic and Hydrology Study ▪ GIS ▪ Community Rating System <p>QES created a geographic information system (GIS) for LPGDD1 that is used in district daily operations to help Parish and city officials within the district to collect the data needed to achieve better Community Rating System ratings. QES administered a</p>

	rigorous quality assurance and quality control program for information collected by the crew members of field operations departments as part of daily field operations. Information stored in the GIS enabled QES to create a district infrastructure report card to assist with planning and maintenance.
Customer Reference:	Wesley Kinnebrew Livingston Parish Gravity Drainage District #1-District Manager 8098 B Florida Blvd. Denham Springs, LA 70726 (225) 664-5827 wesley@lpgdd1.net

Tangipahoa Parish Skinner Drive Drainage Improvement Project

Staffing Support Area Relevance	Area 4
Prime or Subcontractor	QES was the prime contractor.
Customer:	Tangipahoa Parish Government
Project Name:	Tangipahoa Parish Skinner Drive Drainage Improvement Project
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	6
Type of Government Agency:	Parish
Program Value (Grant Size):	\$66,500
Duration of Engagement:	Design: October 2019–November 2021, Construction: December 2021–est. 2023
Staffing Support Services Provided:	<ul style="list-style-type: none"> ▪ Topographic Survey ▪ Civil Design ▪ Drainage Improvement ▪ Hydrologic & Hydraulic Study & Analysis ▪ Benefit Cost Analysis ▪ Utility Coordination <p>The purpose of this project is to provide solutions for drainage issues along Skinner Drive. The area is in Flood Zone X according to the FEMA Flood Insurance Rate Map, with base elevation at 42.3 ft. The surface water has historically sheet flowed from properties directly on the road, which carried it towards the outfall location. The outfall is located at the northeast corner of the subdivision, where runoff water collects in the grate inlet and gets taken away to the existing channel. QES employed the National Resources Conservation Service (NRCS) TR-55 Method as the loss rate method, and used the NRCS Travel-Time Method to calculate concentration times. Green Acres Subdivision doesn't have any drainage structures to carry the water. All of the runoff sheets flow along the curbing of the road towards the outfall. Existing vegetation on the curbing obstructs the current path to the outfall. The road is crowned at the center, making it harder for water</p>

	to cross the street at the intersections with adjacent streets. QES was selected to provide a hydrologic study and develop plans for the installation of a new subsurface system along the street to provide a clear path to the outfall location.
Customer Reference:	Henry “Bo” Legrange St. Mary Parish Government 500 Main St. Franklin, LA 70538 (337) 828-4100 H.Lagrange@StMaryParishLA.gov

Acadia Parish Wind Retrofit

Staffing Support Area Relevance	Area 4
Prime or Subcontractor	QES was the prime contractor.
Customer:	Acadia Parish Police Jury
Project Name:	Acadia Parish Wind Retrofit
Grant Program:	FEMA Hazard Mitigation Grant Program (HMGP)
Number of Staff Provided:	70
Type of Government Agency:	Parish
Program Value (Grant Size):	Construction Amount: \$1,200,000
Duration of Engagement:	January 2012–September 2014
Staffing Support Services Provided:	<p>Project Management Wind Hardening Impact Rated Windows And Doors Saferoom, Roof Strap & Retrofit Design Bid Meeting & Analysis Resident Inspection</p> <p>QES was responsible for providing engineering and design for seven different safe rooms throughout the Parish. The safe rooms were external buildings constructed in accordance with FEMA 361 and FEMA 320, as applicable. The safe room was designed to shelter people during a hurricane. A ventilation system is installed within the safe room and standby power is included in the overall design of the project. The safe room was constructed in compliance to the International Code Council Standard for the Design and construction of Storm Shelter (ICC 500-2008) and the Design and Construction Guidance for Community Shelters publication (FEMA 361).</p>
Customer Reference:	Ashley LeBlanc, OHSEP Director Acadia Parish Police Jury 568 NE Court Circle

Crowley, LA 70527
 (337) 783-4357
 AcadiaOHSEP@APPJ.org

Greater Lafourche Port Commission Airport Terminal Building Grant Writing

Staffing Support Area Relevance	Area 1
Prime or Subcontractor	GIS was the prime contractor.
Customer:	Greater Lafourche Port Commission (GLPC)
Project Name:	Greater Lafourche Port Commission GAO Airport Terminal Building Grant Writing
Grant Program:	IIJA Federal Aviation Administration (FAA) Airport Terminal Program
Number of Staff Provided:	2
Type of Government Agency:	Political subdivision of the state
Program Value (Grant Size):	\$1,000,000
Duration of Engagement:	October 2022; awaiting award selections
Staffing Support Services Provided:	GIS is providing design services for the new terminal building, to be funded by GLPC and LA DOTD aviation funds. With the FAA's release of the Airport Terminal Program, funded by the IIJA, GLPC wished to diversify the funding sources. GIS provided grant writing assistance to apply for the FY 2023 Airport Terminal Program.
Customer Reference:	Chett Chiasson Executive Director Greater Lafourche Port Commission 16829 E. Main Street Cutoff, LA 70345 (985) 632-6701 chettc@portfourchon.com

Town of Golden Meadow Drainage Improvements

Staffing Support Area Relevance	Areas 1, 3, 4
Prime or Subcontractor	GIS was the prime contractor.
Customer:	Town of Golden Meadow
Project Name:	Town of Golden Meadow Drainage Improvements
Grant Program:	FEMA Building Resiliency Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA),

Number of Staff Provided:	2
Type of Government Agency:	City/Town
Program Value (Grant Size):	\$3,500,000
Duration of Engagement:	October 2022 and submission due to GOHSEP December 19, 2022
Staffing Support Services Provided:	The town has experienced numerous flooding issues and requested GIS to evaluate and recommend drainage improvement projects for flood protection in order to pursue grant funding assistance. GIS prepared grant applications to pursue IIJA funds to address these drainage projects. Additionally, as town engineer, GIS has provided both Project Management and Engineering Technical Expertise.
Customer Reference:	Joey Bouziga Mayor Town of Golden Meadow P.O. Box 307 Golden Meadow, LA 70357 (985) 475-5163 joey.bouziga@chouest.com

Lafourche Parish Valentine Pontoon Bridge Replacement

Staffing Support Area Relevance	Areas 1, 2, 3, 4
Prime or Subcontractor	GIS was the prime contractor.
Customer:	Lafourche Parish Government
Project Name:	Lafourche Parish Valentine Pontoon Bridge Replacement
Grant Program:	U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant Program
Number of Staff Provided:	4
Type of Government Agency:	Parish
Program Value (Grant Size):	\$2,626,679
Duration of Engagement:	September 2021–present
Staffing Support Services Provided:	GIS led the planning, initial inspections, engineering, environmental compliance (permitting), surveying (topographic/hydrographic), grant applications (successful application awarded \$2.6M in RAISE Grant funds), and coordinating geotechnical, electrical, mechanical, utility relocation, & DOTD activities. GIS will also provide future services such as public bid support and construction management services inclusive of construction administration and construction inspection. GIS managed the successful grant application for the RAISE Discretionary Grants and will manage the grant throughout construction and project closeout.

Customer Reference:	<p>Archie Chaisson, III Parish President Lafourche Parish Government 402 Green Street Thibodaux, LA 70301 (985) 446-8427 chaissonap@lafourchegov.org</p>
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Grand Isle Independent Levee District Marsh Rehabilitation Plans for Fifi Island

Staffing Support Area Relevance	Areas 1 and 4
Prime or Subcontractor	GIS was the prime contractor
Customer:	Grand Isle Independent Levee District
Project Name:	Grand Isle Independent Levee District Marsh Rehabilitation Plans for Fifi Island
Grant Program:	National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF)
Number of Staff Provided:	2
Type of Government Agency:	Levee District
Program Value (Grant Size):	\$614,000
Duration of Engagement:	June 2022
Staffing Support Services Provided:	<p>Created preliminary designs to nourish up to 371 acres of marsh on Fifi Island protected by rock dikes. The project will enhance habitat for fish and threatened birds, including the black rail and seaside sparrow, and mitigate wave energy during storms that threaten Grand Isle.</p> <p>For the grant writing phase, GIS provided one grant writer (PE with expertise in coastal engineering), with coordinating support from a team member with strong relationships with the client.</p>
Customer Reference:	<p>David Camardelle President and Executive Director Grand Isle Independent Levee District P. O. Box 757 Grand Isle, LA 70358 (985) 787-2222 gilevee@yahoo.com</p>

Terrebonne Parish Bayou Petit Caillou Drainage Pump Station

Staffing Support Area Relevance	Areas 3 and 4
Prime or Subcontractor	GIS was the prime contractor.
Customer:	Terrebonne Parish Consolidated Government
Project Name:	Terrebonne Parish Bayou Petit Caillou Drainage Pump Station
Grant Program:	Revived Economies of the Gulf Coast States Act (RESTORE Act) and FEMA HMGP
Number of Staff Provided:	5
Type of Government Agency:	Parish
Program Value (Grant Size):	\$5,685,525
Duration of Engagement:	June 2016–June 2021
Staffing Support Services Provided:	<p>GIS provided topographic and hydro-survey services required for the design of the proposed pump station. GIS also provided structure elevations surveys for representative areas within the Lower Little Caillou Watershed that contained approximately 1,500 structures as part of the H&H study required to complete the Justification Report to determine the number of structures that will be affected within the watershed (residential & commercial) (2, 5, 10, 25 and 100 year storm events) for a FEMA grant and approval.</p> <p>Performed H&H modeling to obtain and support BCA, provided drainage design plans, construction plans and specifications, supplied cost estimate stamped by a Louisiana Licensed Engineer, and managed construction administration over federal compliance.</p>
Customer Reference:	<p>Gordon Dove Parish President Terrebonne Parish Consolidated Government Government Tower, 8026 Main Street, Suite 700 Houma, LA 70360 (985) 873-6401 gdove@tpcg.org</p>

Terrebonne Levee District Falgout Canal Floodgate and Receiving Structure

Staffing Support Area Relevance	Area 3
Prime or Subcontractor	GIS was the prime contractor.
Customer:	Terrebonne Levee and Conservation District
Project Name:	Project Management for Terrebonne Levee District Falgout Canal Floodgate and Receiving Structure
Grant Program:	Community Development Block Grant (CDBG) Entitlement Funds

Number of Staff Provided:	6
Type of Government Agency:	Levee District
Program Value (Grant Size):	\$16,800,000
Duration of Engagement:	January 2017–July 2019
Staffing Support Services Provided:	GIS performed project management, including construction administration and on-site representation to observe and report daily construction activities; reviewed submittals, requests for information (RFIs), and pay applications services on behalf of the District. GIS also performed project grant administration closeout duties as required by CDBG grant guidelines.
Customer Reference:	Reggie Dupre Executive Director Terrebonne Levee and Conservation District 220-A Clendenning Road Houma, LA 70363 (985) 868-8523 rdupre@tlcd.org

South Lafourche Levee District Grand Bayou Floodgate Project Management

Staffing Support Area Relevance	Area 3
Prime or Subcontractor	GIS was the prime contractor.
Customer:	South Lafourche Levee District
Project Name:	South Lafourche Levee District Grand Bayou Floodgate Program Management
Grant Program:	Gulf of Mexico Energy Security Act (GOMESA)
Number of Staff Provided:	5
Type of Government Agency:	Levee District
Program Value (Grant Size):	\$18,500,000
Duration of Engagement:	February 2020–August 2021
Staffing Support Services Provided:	GIS performed project management, including construction administration and on-site representation to observe and report daily construction activities, reviewed submittals, requests for information (RFIs), and pay applications services on behalf of the South Lafourche Levee District. GIS also performed grant administration closeout duties as per GOMESA funding guidelines.
Customer Reference:	Windell Curole General Manager South Lafourche Levee District 17904 LA-3235

Galliano, LA 70354
 (985) 632-7554
 wcurole@sllld.org

Terrebonne Parish Hollywood Road Extension and Bridge Project Management

Staffing Support Area Relevance	Areas 1, 3, and 4
Prime or Subcontractor	GIS was the prime contractor.
Customer:	Terrebonne Parish Consolidated Government
Project Name:	Terrebonne Parish Hollywood Road Extension and Bridge Project Management
Grant Program:	U.S. Treasury Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act)
Number of Staff Provided:	4
Type of Government Agency:	Parish
Program Value (Grant Size):	\$2,200,000
Duration of Engagement:	July 2019–present
Staffing Support Services Provided:	GIS provided professional engineering services to the Terrebonne Parish Consolidated Government, including managing geotechnical investigation, structural analysis, and coordination with Traffic Engineering and DOTD District Traffic Engineer. Completed RESTORE Act application with Terrebonne Parish, provided construction documents and specifications, and supplied cost estimate stamped by Louisiana licensed engineer.
Customer Reference:	Jeanne Bray Capital Projects Administrator Terrebonne Parish Consolidated Government Government Tower, 8026 Main Street, Suite 200 Houma, LA 70360 (985) 873-6720 jbray@tpcg.org

Engineering Services for Terrebonne Parish Elliot Jones Conveyance and Pump Station

Staffing Support Area Relevance	Area 4
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Prime or Subcontractor	GIS was the prime contractor.
Customer:	Terrebonne Parish Consolidated Government
Project Name:	Engineering Services for Terrebonne Parish Elliot Jones Conveyance and Pump Station
Grant Program:	Gulf of Mexico Energy Security Act (GOMESA)
Number of Staff Provided:	6
Type of Government Agency:	Parish
Program Value (Grant Size):	\$10,000,000
Duration of Engagement:	August 2018–est. 4th quarter 2023
Staffing Support Services Provided:	<p>GIS led all planning, engineering, environmental compliance (permitting), engineering surveys, and coordinated geotechnical engineering & investigation activities. In addition, GIS also managed bidding and negotiations with interested contractors, and is currently providing construction management services. GIS' construction management services include construction administration and on-site representation to observe and report daily construction activities.</p> <p>Also performed H&H modeling to obtain and support BCA, provided drainage design plans, construction plans and specifications, supplied cost estimate stamped by a Louisiana licensed engineer, and managed construction administration over federal compliance.</p>
Customer Reference:	<p>Gordon Dove Parish President Terrebonne Parish Consolidated Government Government Tower, 8026 Main Street, Suite 700 Houma, LA 70360 (985) 873-6401 gdove@tpcg.org</p>

Engineering Services for Town of Golden Meadow Sewer System – Phase 7

Staffing Support Area Relevance	Area 4
Prime or Subcontractor	GIS was the prime contractor
Customer:	Town of Golden Meadow
Project Name:	Engineering Services for Town of Golden Meadow Sewer System – Phase 7
Grant Program:	U.S. Treasury Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act)
Number of Staff Provided:	3
Type of Government Agency:	City/Town

Program Value (Grant Size):	\$990,000
Duration of Engagement:	April 2019–est. December 2023
Staffing Support Services Provided:	GIS provided all surveys, design, construction administration and resident project representative services. Provided sewer design plans, construction plans and specifications, and supplied cost estimate stamped by a Louisiana licensed engineer.
Customer Reference:	Joey Bouziga Mayor Town of Golden Meadow P.O. Box 307 Golden Meadow, LA 70357 (985) 475-5163 joey.bouziga@chouest.com

List of Grant Applications Awarded

In Table 1 below, we have provided a list of grant applications that were applied for and awarded over the past three years.

TABLE 1: GRANT APPLICATION EXPERIENCE. *The HGA Team has extensive experience supporting development of successful federal grant applications across multiple programs, including IJJA.*

Firm	Name of Grant Application Applied for and Awarded Over the Past 3 Years	Federal Agency	Program Name	Funding Amount Received	Year of Award
HGA	HMGP DR-4459 Structural Elevation/Reconstruction Cameron Parish	FEMA	HMGP	\$5,675,550	2020
HGA	FY19 FMA - 25th Street Canal City of Gretna	FEMA	FMA	\$14,003,289	2019
HGA	DR-4439 Critical Facilities Wind Retrofit City of Ruston	FEMA	HMGP	\$1,000,000	2020
HGA	DR 4439 Generator Project Lincoln Parish and City of Ruston	FEMA	HMGP	\$2,185,176	2020
HGA	DR-4570 - Generator Project St. Landry Parish	FEMA	HMGP	\$894,483	2021
HGA	DR-4570 - Stormwater Drainage Study St. Landry Parish	FEMA	HMGP	\$852,235	2021

Firm	Name of Grant Application Applied for and Awarded Over the Past 3 Years	Federal Agency	Program Name	Funding Amount Received	Year of Award
HGA	DR-4263 Davis Lake Pump Station Tensas Basin Levee District	FEMA	HMGP	\$580,969	2020
QES	Flood Mitigation Assistance for Acadia Parish Police Jury, 2018-23	FEMA	FMA	\$1,923,252	2020
QES	Flood Mitigation Assistance for Iberia Parish, 2019-107	FEMA	FMA	\$2,593,602	2021
QES	Flood Mitigation Assistance for St. Mary Parish, 2020-15	FEMA	FMA	\$174,600	2022
QES	HMGP 4080-18, St. Mary Parish 911 Center Wind Retrofit and Safe Room	FEMA	HMGP	\$717,826	2019
QES	HMGP 4458-5, St. Mary Parish Lantz Donahoe Pump Station Ditch	FEMA	HMGP	\$1,093,588	2019
QES	Flood Mitigation Assistance for Rapides Area Planning Commission, 2019-18	FEMA	FMA	\$2,948,406	2021
QES	Flood Mitigation Assistance for Rapides Area planning Commission, 2020-053	FEMA	FMA	\$2,429,394	2022
QES	Flood Mitigation Assistance for City of Walker, 18-13	FEMA	FMA	\$861,360	2020
QES	Flood Mitigation Assistance for City of Walker, 19-19	FEMA	FMA	\$454,273	2021
GIS	Lafourche Parish Valentine Pontoon Bridge Replacement	U.S. Department of Transportation	RAISE Discretionary Grants	\$2,626,679	2022
GIS	Hollywood Road Extension and Bridge/Terrebonne Parish Consolidated Government	US Department of the Treasury	RESTORE Act/Gulf Coast Restoration Trust Fund	\$1,177,891	2020
GIS	Upper Terrebonne Basin Drainage Improvements/Upper Delta Soil and Conservation District	US Department of Housing and Development / CDBG	Louisiana Watershed Initiative	\$9,170,000	2022

Firm	Name of Grant Application Applied for and Awarded Over the Past 3 Years	Federal Agency	Program Name	Funding Amount Received	Year of Award
GIS	Fifi Island	Department of Commerce/NOAA	NFWF National Coastal Resilience Fund	\$614,000	2022
GIS	Downriver Container Terminal – Berth I/Port of New Orleans	LADOTD	Port Priority Program	\$15,000,000	2020

Staffing Support Resources

The HGA Team has a combined total of 835 employees. HGA and its subcontractors PAE, GIS, and QES are financially sound firms with lines of credit. As the prime contractor, HGA maintains the financial resources and stability needed to perform on this contract and assumes responsibility for its subcontractors. Financial documents which include revenue numbers for each member of the HGA Team are being mailed under separate copy to LITACorp. Approximately fifty percent of HGA’s revenue is generated from public sector clients. A significant portion of our subcontractors’ revenue streams are from public sector clients. HGA regularly places our interdisciplinary team of project managers, engineers, GIS specialists, and grant administrators with public sector clients.

HGA encourages professional growth in its employees. We sponsor additional training and certifications for our staff including the Professional Engineer registration, Certified Floodplain Manager certification, Project Management Professional designation, Xactimate Inspector certifications, and Grant Writing workshops to name a few. See the section of this proposal entitled Overall Approach for the Four Services Areas for more information on our staffing support resources.

Subcontractor Company Overview

Pan American Engineers (PAE)

Year of Founding: 1975

Current Size of Staff: 80

Latest Annual Revenue: See separately submitted financial documents.

Corporate Profit: See separately submitted financial documents.

Sales Growth: See separately submitted financial documents.

Principal Owners: Thomas C. David, Jr., P.E., P.L.S.

Areas of Focus: Engineering, Surveying, Consulting, and Management Services

Levels of Government Served: State, County/Parish, and City/Community

Location of Headquarters: Alexandria, LA

Location of Nearest Office: Alexandria, LA

Quality Engineering & Surveying, LLC, (QES)

Year of Founding: 2009

Current Size of Staff: 70

Latest Annual Revenue: See separately submitted financial documents.

Corporate Profit: See separately submitted financial documents.

Sales Growth: See separately submitted financial documents.

Principal Owners: President Deric J. Murphy, PE, LSI; CAO Jamie Seal, CFM

Areas of Focus: Program Management, Civil Engineering, Land Surveying, Landscape Architecture

Levels of Government Served: State, County/Parish, and City/Community

Location of Headquarters: Port Vincent, LA

Location of Nearest Office: Baton Rouge, LA

GIS Engineering, LLC (GIS)

Year of Founding: 2016

Current Size of Staff: 265

Latest Annual Revenue: See separately submitted financial documents.

Corporate Profit: See separately submitted financial documents.

Sales Growth: See separately submitted financial documents.

Principal Owners: Dustin Malbrough, President and Oneil Malbrough, Sr. Vice President

Areas of Focus: Coastal Infrastructure, Civil and Structural Engineering, including Transportation, Water, Wastewater, Structural, Marine, Energy, Flood Protection, and Environmental Engineering

Levels of Government Served: State, County/Parish, and City/Community

Location of Headquarters: Houma, LA

Location of Nearest Office: Baton Rouge, LA

Subcontractor Background History

Pan American Engineers, LLC, (PAE)

PAE has been involved with grant programs for more than 40 years, and has continuously provided grant management services for projects throughout Louisiana since 1975, to include providing training and technical assistance to Subgrantees. PAE has 45 years of experience in supporting federal grant programs in Louisiana and has provided technical assistance and training to more than 200 governmental and non-profit staff.

In the late 1970s, PAE began working with local grantees in coordination with the New Orleans HUD field office to provide engineering and grant management services. In the early 1980s, PAE worked on projects through HUD's State CDBG Program, administered through the Louisiana Division of Administration. PAE has also provided CDBG technical assistance and staff augmentation to the City of Alexandria, a HUD Entitlement grantee. They have also worked supported numerous housing authorities with technical assistance on how to follow HUD procurement/compliance regulations.

Since 2007, PAE has been directly involved with the Louisiana Office of Community Development (OCD) and its development of the State Implementation Plan for Katrina/Rita grant activities, and with many local governments and school systems to help them develop and carry out CDBG-funded projects. PAE provided grant management services to more than a dozen local governments and served as the lead grant manager for the City of Lake Charles, Calcasieu Parish School Board, Calcasieu Parish Policy Jury, Allen Parish Police Jury, Plaquemines Parish, Plaquemines Parish School Board, and other local and state entities. In 2014 and 2017, PAE was chosen by OCD to provide grant management services to the State for the ongoing Hurricanes Katrina/Rita, Gustav/Ike, and some Hurricane Isaac projects. PAE worked with numerous Grantees and Subgrantees, including Iberville, Calcasieu, Pointe Coupée, and East Carroll Parishes and the Louisiana Coastal Protection and Restoration Authority (CPRA) on the development of their recovery plans and the implementation of their projects. Under the Gustav/Ike Program, OCD also developed the Community Resiliency Program, the Affordable

Housing Program, and the Municipalities Infrastructure Program, and provided grant management technical assistance for the programs to various local Grantees and Subgrantees.

PAE was originally established in New Orleans in 1942 and relocated to Alexandria in 1943 to provide engineering services related to the construction of Alexandria Army Air Base (later England Airbase). PAE has been in continuous operation for over 75 years, providing engineering, surveying, consulting, and management services out of its centrally-located Alexandria office. Incorporated in 1975, PAE is currently a member-managed limited liability company.

Quality Engineering & Surveying, LLC, (QES)

Founded in 2009 by Deric J. Murphy, PE, LSI as a two-man engineering firm focusing on site development, Quality Engineering has grown to over 70 employees and is now a fully capable and licensed survey, civil engineering, landscape architecture, and grant program management firm. In 2012, Jamie Seal, CFM became a partner and principal. Quality has been recognized by LSU as a TIGER Top 100 for the past 3 years, The Baton Rouge Business Report as one of the “Best Places to Work,” and has been awarded top recognitions by the Baton Rouge Growth Coalition and the American Council of Engineering Companies for its good growth design, and comprehensive flood and drainage planning.

Quality’s initial clients were in its home parish of Livingston, where the company has become the engineer of record for numerous drainage districts, fire protection districts, and the parish itself. In the subsequent years, Quality has been asked by parishes and municipalities across the state to bring its expertise to their problems and opportunities. Quality has expanded to serve St. Mary, Tangipahoa and many more parishes in Louisiana where we have served as the grant writer, grant manager, project manager, and have provided technical support on grant projects. Our drainage engineers and surveyors have assisted in 30 federally funded projects as technical support.

GIS Engineering, LLC (GIS)

GIS Engineering’s predecessor, GIS, Inc., was established in 1948, and has had a continuous presence in the region since then. GIS Engineering, LLC was established in 2016, currently employing 265 staff members, and has been providing the services that its clients require to

achieve success. GIS collaborates across geographies and markets to provide the innovative solutions driven by the commitment to our clients. They are proud of their long-standing relationships with local, state, and federal clients and their track record of completing successful projects in the region. In 2016, GIS Engineering – Coastal and Infrastructure Division began operating in Houma, LA, with a focus on coastal infrastructure and servicing governmental entities, levee boards, and ports. Over the last six years, GIS’s areas of focus have expanded into geographic markets throughout southeast Louisiana, where they have established offices in Baton Rouge, New Orleans, Lafayette, New Roads, Houma, Thibodaux, Napoleonville, and Galliano. GIS’s regional coverage expanded due to 92% of its clients being repeat customers. This repeat business gave the firm the financial strength to expand into other civil and structural engineering disciplines, such as transportation, water, wastewater, structural, marine, energy, flood protection, and environmental engineering.

GIS has provided staffing support for many municipal clients throughout south Louisiana, on grants provided by the IJJA, Louisiana Department of Transportation and Development (LA DOTD) Port Priority Program, Louisiana Capital Outlay Funding Requests, U.S. Maritime Administration (MARAD), the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant program, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act), and Louisiana Watershed Initiative (LWI).

Subcontractor Financial Strength

The HGA Team has more than sufficient financial capacity to provide all of the services outlined in the SOW. HGA and our subcontractors are privately-owned companies; therefore, our financial statements are highly confidential. For this reason, **HGA, PAE, GIS, and QES have provided their financial statements directly to LITACorp** via sealed hard copies.

Subcontractor Contact Information

LITACorp can contact our subcontractors directly via the following Points of Contact (POCs):

Pan American Engineering, LLC
Thomas C. David, Jr., P.E., P.L.S.
President



P.O. Box 8599 (71306)
1717 Jackson Street
Alexandria, Louisiana 71301
Phone: (318) 473-2100
Fax: (318) 473-2275
tom@paealex.com

Quality Engineering & Surveying, LLC

Deric J. Murphy, PE, LSI
CEO and President
18320 Hwy. 42
Port Vincent, LA 70726
Phone: (225) 698-1600
Fax: (225) 698-3367
dmurphy@qesla.com

GIS Engineering, LLC

Jacob Loeske, PE, LSI
Director of Engineering
450 Laurel Street, Suite 1500
Baton Rouge, LA 70801
Phone (985) 665-2262
Fax (985) 475-7014
jloeske@gisy.com

TAB 3 – CERTIFICATION STATEMENT

Please see the following page for the completed Certification Statement.

Attachment V: Certification Statement (Form)

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of this Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT LITACorp requests that the Proposer designate one (1) person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date: 12/21/22

Official Contact Name: Jack Hunt

A. E-mail Address: jhunt@hga-llc.com

B. Facsimile Number with area code: (225) 529-3778

C. US Mail Address: 9357 Interline Ave, Baton Rouge, LA 70809

The Proposer shall certify that the above information is true and shall grant permission to the LITACorp to contact the above-named person or otherwise verify the information provided. By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's Financial Proposal shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response;
5. Proposer understands that if contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer; and
6. Proposer shall certify, by signing and submitting a proposal, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133). (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature: 

Typed or Printed Name: Jack Hunt

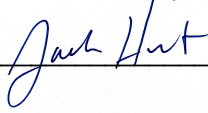
Title: Principal

Company Name: Hunt, Guillot & Associates, LLC (HGA)

Address: 9357 Interline Ave

City: State: Zip: , Baton Rouge, LA 70809

SIGNATURE of Proposer's Authorized Representative



DATE 12/21/22

TAB 4 – PROPOSED STAFFING SUPPORT

Overall Approach for the Four Services Areas

The résumés included this proposal in Attachment 3: Résumés are representative examples of our cadre of professional project managers, architects, engineers, damage assessors, and grant managers. Our proposed staff are all current employees of HGA or of our subcontractors PAE, GIS, and QES. We have identified staff to support LITACorp in all Staffing Support Areas upon contract award. We are committed to providing key personnel for the full term of the contract.

HGA Team Office Locations Across the State



If additional staffing is needed, the HGA Team is experienced in rapid ramp-up of projects and has the ability to recruit and train large numbers of staff in a short period. HGA’s in-house Staffing Division gives us the flexibility to quickly ramp up or down based on client need, to include supporting rapid ramp-up of staff and identifying local talent.

HGA’s proposed subcontractors PAE, QES, and GIS are established firms with staff available and ready to support LITACorp. However, should the need arise to recruit additional subcontractors for staffing support, HGA has a large network of contractors that they have worked alongside

on grant programs in Louisiana and other states. These pre-established relationships will facilitate faster responses to the LITACorp’s needs. HGA will thoroughly evaluate any potential subcontractors or staff member based on prior performance and ability to perform the tasks required.

Because the HGA Team has an extensive experience with grant-funded projects we bring a full assortment of documents, templates, reporting systems, policies, and procedures to the project that can easily be adapted to meet specific needs. This pre-established cache of material means we are ready to get to work immediately upon contract award. These materials also serve as the basis for training programs to prepare our staff for the LITACorp grant application and grant administration consulting services.

HGA management maintains a continuous cycle of training and feedback with employees to ensure staff understand what is expected of them and have the needed skill set to perform at the highest level. Our employees are HGA’s greatest asset. We offer competitive rates and benefit packages to recruit and retain quality personnel. HGA has formal programs in place to reward employees that are excelling in their positions and to recognize staff that are demonstrating HGA’s core values of teamwork, trust, safety, cost effectiveness, excellence, and customer service. HGA has been selected as one of the Best Places to Work multiple times by the Baton Rouge Business Report.



Matt Brickey, our proposed Program Manager, is an experienced project manager with years of “boots on the ground” experience helping communities plan for and mitigate against the effects of disasters. He is experienced in managing large-scale projects with layers of subcontractors. Matt will be responsible for ensuring the work performed by the HGA Team is of the highest quality and also for maintaining the required staffing support levels for LITACorp.

His career background includes extensive delivery of key priorities in information technology, operations, supply chain, construction, and growth positioning. He directed COVID-19 support

for a temporary hospital with more than 2,000 staff in New Orleans, LA to include providing expertise in logistics, staffing, policies, protocols, and standard operating procedures. Currently HGA Project Manager Matt Brickey is overseeing County, State, and Treasury project eligibility reviews and reporting for ARPA and leading IIJA and funded broadband grant programs work for multiple clients. Matt has supported the following Louisiana entities with research, eligibility reviews, applications, and grant administration:

- City of Lake Charles
 - IIJA—Safe Streets for All, Reconnecting Communities
 - IIJA— Strengthening Mobility and Revolutionizing Transportation (SMART) and Electric Vehicle (EV) Infrastructure Program
 - National Endowment for Humanities and National Park Service Competitive Grants
- Jackson Parish
 - Department of Justice (DOJ) grant funding through the Department’s Office of Community Oriented Policing Services (COPS) Program
- Ouachita Parish and Delta Regional Agriculture and Sustainability District
 - Federal Communications Commission’s (FCC) Affordability Connectivity Program (ACP) Outreach Grant
- Ouachita Parish and East Feliciana Parish
 - American Rescue Plan Act (ARPA) Granting Unserved Municipalities Broadband Opportunities (GUMBO) Program

Area 1 Pursuing IIJA Grant Funding Approach

HGA will assist LITACorp clients with pursuing IIJA grant funding opportunities for viable projects under the IIJA Act’s specific requirements. HGA has completed over 750 applications worth more than \$2 billion in funding for over 600 applicants. Our Team will provide the following comprehensive services to LITACorp clients:

- Develop grant applications.
- Develop detailed scopes of work.

- Support the procurement of both engineering firms and contractors.
- Demonstrate cost-effectiveness by performing benefit-cost analysis (BCA).
- Perform milestone inspections.
- Prepare quarterly reports.
- Perform financial management, to include participating in audits.
- Ensure compliance throughout the life of the project.

HGA staff are regulatory compliance experts and are at the forefront of the new federal funding made available through the IJA. HGA is able to break down the complicated federal guidance into common language to guide the policies and procedures we develop in coordination with our clients. Our grant managers are continuously looking for additional grant funding options for our clients to fund more projects for their communities. We have helped to design programs for infrastructure and for local governments. HGA staff have been trained on BCA Toolkit Version 6.0, and are proficient in the art of completing BCAs for grant projects. Additionally, many of our staff are also Certified Floodplain Managers (CFMs) and members of the Association of State Floodplain Managers.

Coronavirus Aid, Relief, and Economic Security (CARES) Act Applications

In 2020, the State of Louisiana set aside a portion of its CARES allocation for local governments and agencies that would access the dollars through an application process managed by the State Office of Community Development. HGA supported seven parishes and four municipalities with application preparation and submittal for \$8 million in reimbursement for employee payroll, hazard pay, operations expenses, and purchase of supplies and equipment used to respond to COVID-19.

HGA believes that any program implemented with public funds will be successful only if the following criteria are met: (1) it is designed to maximize the outcomes that a community has identified as being a critical need or an important goal, and (2) it can comply with and meet the requirements of the funding. This starts with conducting a needs analysis and conducting outreach. Our approach to strategic outreach involves drawing on the input of all stakeholders, including residents and businesses in the project areas, elected officials, and local nonprofits. We conduct a funding needs analysis to determine justification for the project—an analysis that

demonstrates why funds should go to the project and how strategic outreach informed the work. At HGA, we work with the business community, as they form the backbone of public input and are already engaged in the community. In addition to face-to-face outreach, we are extremely familiar with—and know how to conduct—strategic outreach using information technology to gain input and inform the public about projects. Strategic planning, at minimum, involves the following elements:

- Programs and projects, vetted by their intent to conform to a grantor’s programmatic requirements and expectations, that complement a grantee’s long-term strategic plans (e.g., a Five-Year Consolidated Plan, Capital Improvement Plan, Affordable Housing Strategy, Business Development and Retention/Expansion, Comprehensive Economic Development Strategy, etc.)
- The ability to leverage other funding sources that can broaden a program or project scope that will realize what was thought to be unobtainable outcomes (similar federal and local funds that may require a match, local bonds or financing options, loan securitizations that open up other sources of grant funding, etc.)
- Proposed projects’ progress must be fully and easily reportable to funding sources in terms of beneficiaries served and community impact. When deliverables do not match reporting requirements, it can be problematic for a grantee to draw down eligible, allocable funds from their sources. HGA prides itself on working with all stakeholders to maximize reporting efficiency.
- Understanding cross-cutting federal statutory requirements, permitting, design, constructability, cost reasonableness, and market conditions has allowed us to make the necessary recommendations during the planning process and provide critical guidance to grantees as to what risks are involved in programs and projects. This expert guidance can provide the grantee with the understanding to explore project/program alternatives that are more in keeping with given constraints. With HGA’s decades of experience, our professionals understand the reality and constraints that make projects and programs feasible and successful.

The Granting Unserved Municipalities Broadband Opportunities (GUMBO) Program allocation, funded by the American Rescue Plan Act (ARPA), is an important first step to expanding high-speed internet access across unserved areas in Louisiana. Two of HGA's clients—Ouachita Parish and East Feliciana Parish—were selected for awards under this program. HGA looks forward to continuing to work with these two parishes to ensure broadband access to 100% of its residents and eliminate the digital divide.

HGA has designed, in tandem with grantees and subgrantees, outreach efforts that target the historically marginalized populations of grant service areas. Outreach includes early engagement and buy-in with numerous stakeholders across multiple platforms, including local meetings. Our public participation events include, at minimum:

- Multiple sites that are easily accessible, geographically
- Have assistive services (simultaneous translation, sign language interpreters, etc.)
- Are held in venues that are Section 504/ADA compliant
- Have been effectively promoted and marketed through local print and television media, communities of faith, social network/nonprofit community, chamber of commerce, public school systems, and other groups in an organized and planned approach long in advance of the public engagement event
- Are recorded for grant compliance purposes
- Provide written answers to public comment and questions in a timely manner
- Include a written public participation plan/strategy for documentation purposes



FIGURE 4: TARGETED OUTREACH MATERIALS. HGA designed this flyer for an Emergency Rental Assistance Program to target Spanish-speaking populations.

HGA is prepared to coordinate between federal, state, and local agencies. In all stakeholder interactions, HGA will serve as an advocate for LITACorp clients and make sure that any required coordination with other units of government takes place. We will assist client members with uploading documents to grant portals on time and ensure they are following the reporting requirements tied to the portal.

HGA's comprehensive understanding of federal grant requirements has led to us being innovative in creative matching of funds to complete ambitious projects that no one funding source will cover. We will assist with the coordination of regional and statewide projects to maximize impact and increase the competitiveness of submitted grant applications.

Matching Funds Success Story: Suffolk County, NY

The State of New York's GOSR identified the need to design and implement a sewer system and wastewater treatment facilities to replace septic tanks in Suffolk County, NY. The County suffered from repeated flooding and resulting sewage contamination from compromised septic tanks, which in turn damaged local marshes and wetlands that helped to mitigate storm surge damage. HGA worked with multiple agencies to put the funding for this resiliency effort together. The almost \$390 million project is being funded with \$243 million in FEMA HMGP funding, \$67 million in HUD CDBG-DR funding, \$59 million from New York State Water Quality and Capital Programs, \$20 million through low-interest loans from the Clean Water State Revolving Fund, and \$4 million from the Empire State Development grant program. Without this complex funding package, Suffolk County would not have had the funds for these extensive local mitigation activities.

HGA also developed a detailed technical report regarding the failure of on-site wastewater systems at the residences to be served by the project, including levels of risk and potential future costs by location. GOSR was able to use this report to develop an eligible BCA, and ultimately received FEMA approval of its HMGP application.

Area 2 Managing Successful IJIA Grant Applications Approach

The HGA Team will perform a policy inventory for each LITACorp client to determine which policy documents need to be revised; which policy documents are good as is; and which policy documents need to be created from scratch. HGA's decision support system VistaTRAK offers

an online document repository that we can leave with the clients to house their policy documents and project files. VistaTRAK also includes a user-friendly dashboard reporting and tracking feature. Our team will also assist clients with entering their reports into any required federal or state portal. We will provide support for grant management activities from application to closeout to ensure compliance with federal regulations and ensure all obligated funds were expended appropriately.

VistaTRAK offers comprehensive project-to-program status via real-time dashboards that provide users with instant access to performance data, or via flat-formatted e-mail reports sent on a defined frequency, as preferred. With automatic daily data updates, VistaTRAK enables real-time cloud-based custom reporting to give our clients and other stakeholders (as designated) on-demand access to the current state of all the projects in a single platform.

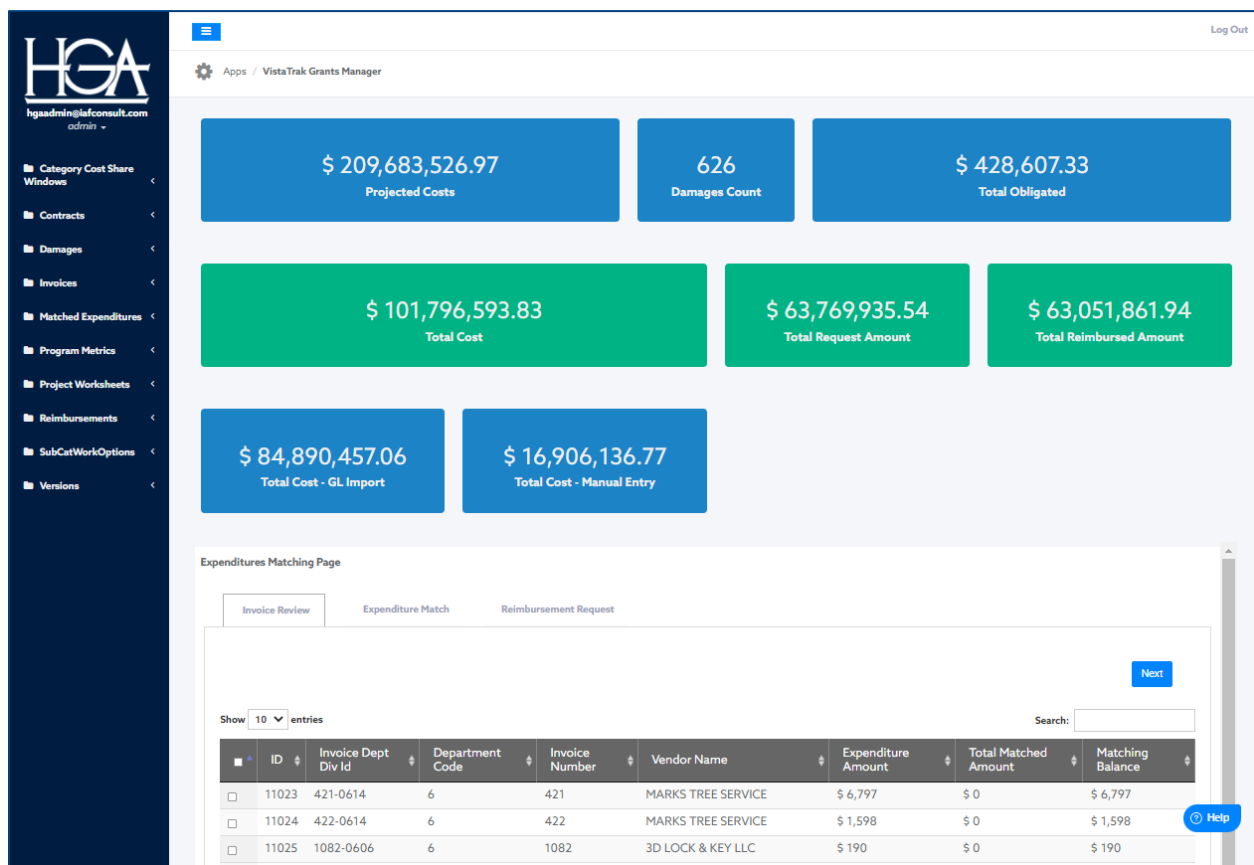


FIGURE 5: VISTATRAK’S REPORTING CAPABILITIES AT A GLANCE. VistaTRAK enables real-time, cloud-based custom reporting to give our clients on-demand access to the latest program information.

The HGA Team’s grant managers work hand in hand with client’s Finance Departments to track reimbursements, outstanding payments, and request for reimbursements. Our staff will work with LITACorp’s clients to ensure accountability and make suggestions in areas that may need improvement.

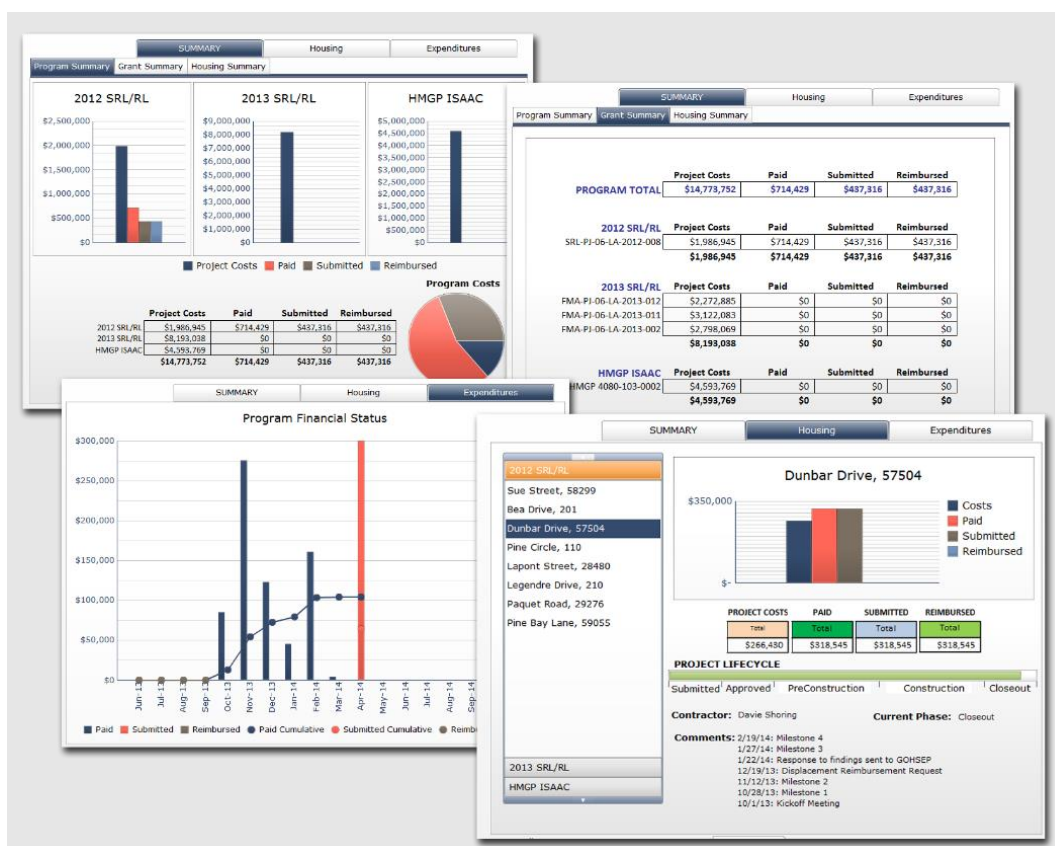


FIGURE 6: HGA TEAM PROJECT REPORTING AND TRACKING DASHBOARDS. *Using these customized dashboards, HU management can see the financial status of any project, or of the overall program, in real time.*

The HGA Team can use VistaTRAK to track and monitor all funding expended on the project. This will include a breakdown of funds dedicated to each project, along with all allowable project costs. We will establish cash flows and project forecasts based on earned progress with defined deliverable schedules. Our grant managers have extensive experience developing and implementing projects financed by federal funding sources. We will make every effort to ensure overall project compliance with requirements. Maintaining best practices policies and procedures for project implementation will show all project stakeholders that their funding is being used in the most efficient and effective manner possible. This in turn will promote the cooperation and buy-in from all stakeholders that are paramount to project success.

Area 3 Project Management Approach

HGA will provide overall management and coordination of a project, including management or coordination with Area 1, Area 2 and Area 4 staff. HGA’s project management experience and expertise ensure that project schedules are met. We utilize the most advanced project management programs to ensure visibility of key programmatic information, stakeholder responsibilities, and due dates. HGA will develop schedules in conjunction with LITACorp and its clients to ensure that all grant application due dates are met and compliance with all reporting milestones and requirements are achieved, and that federal reporting is done on time and correctly. HGA maintains a secure client portal within VistaTRAK that generates real-time schedule status updates, highlighting due dates or actions required by the relevant stakeholders. Having managed billions of dollars in grant funds, HGA understands the importance of complying with project schedules—and doing so is an integral part of our Program Management services.

Federal Funding Technical Assistance

HGA’s successful work has led to additional opportunities with the City of Lake Charles. We are helping the City to identify, apply for, and evaluate additional grant opportunities, including future HUD allocations, other FEMA funding opportunities, federal and state infrastructure grants, and relief from Hurricane Delta and the May 2021 floods. The objective of this technical assistance is to align opportunities for federal or state funding to achieve the City’s goals and to leverage all available grants to achieve greater outcomes.

HGA is an experienced contractor who can provide expeditious and comprehensive oversight management services in compliance with all regulations throughout the course of the program. We have proven this by leading the two largest infrastructure recovery programs that have been implemented to date—New York’s for Hurricane Sandy and Louisiana’s for Hurricanes Katrina and Rita. Figure 7 below illustrates the complexity of these programs. Notably, HGA’s IT solutions (VistaTRAK) earned a Finding of Merit from HUD for enhancing monitoring capacity and record-keeping in Louisiana’s recovery from Hurricanes Katrina and Rita. HGA will bring our vetted and customizable system, templates, and processes; lessons learned; success stories; and seasoned staff to best serve LITACorp and its clients.

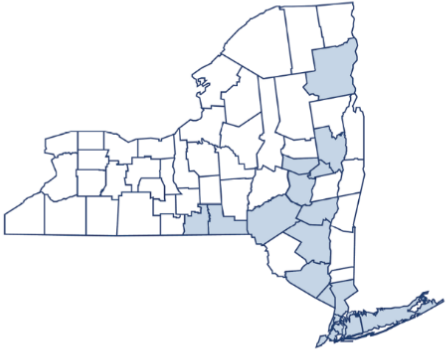

SANDY		KATRINA/RITA	
			
HGA Administered \$ -	\$1.3B	HGA Administered \$ -	\$1.4B
Number of Projects -	325	Number of Projects -	357
Counties Covered -	20	Parishes Covered -	23
Communities -	69*	Communities -	180
Area of Counties -	4,557 square miles	Area of Parishes -	18,372 square miles
* Many projects in NYC, one community.			

FIGURE 7: LARGE-SCALE INFRASTRUCTURE PROGRAM MANAGEMENT EXPERIENCE. *HGA is the only firm that has managed infrastructure recovery efforts of this complexity and size.*

HGA deeply values meeting with our clients. We want to develop a strong relationship with our partners, to encourage communication and build trust. Our staff are always available via phone or e-mail, but we prefer to meet face-to-face whenever possible. We can support all levels of meetings, from small department meetings discussing actions items and project tasks, to larger whole-government or council meetings to discuss program guidelines, establish client priorities, and answer questions. We plan to schedule and facilitate weekly meetings with client staff to provide updates on the status of the application development process. In later stages, will meet as desired to keep the client appraised of the status of both individual projects and the overall program status.

We will also attend, as requested, any and all meetings with state and federal agencies to further represent the client. HGA will serve in an advisory capacity at such meetings—deferring to our client, while continually providing back-up and support. Our presence can add weight in these meetings when clients are seeking guidance or input from the state and federal levels.

Our Team has worked with numerous clients on application development for federal grants. This experience helps us to provide superior technical assistance and support to clients as needed. We have worked to develop and implement a full scope of work from application to closeout. Therefore, our staff know the importance of applications for obtaining funding, and understand how getting the application right at the start makes the entire project flow more smoothly, with fewer problems. Our staff will work with the client, providing technical guidance or directly supporting the following areas, as desired:

- Developing project priorities that will produce effective outcomes.
- Developing concise and thorough scopes of work, including the development of projected line-item budgets.
- Performing a project's BCA and, if necessary, adjusting the project scope or budget to obtain the required benefit ratio.
- Reviewing a checklist of necessary components to ensure submittal of a complete application.
- Making all applications available in draft form at least two weeks prior to submission for client review and processing.
- Entering applications and support documentation into the grant portal, as applicable.

In addition to the reports we provide to LITACorp clients, we will also provide detailed and periodic staff and management reports to LITACorp to provide LITACorp with real-time status on all clients our Team is supporting. We proactively work with local, state, and federal elected officials to provide program information to disseminate to their constituents. Building these relationships among communication teams, elected officials, and staff opens the door to assisting constituents sooner and building general goodwill among those with a voice in the communities. Grant-funded programs often involve the support of other state and local agencies. To ensure effective coordination, it is important to consistently engage these agencies in program operations and tap into their expertise and resources.

Area 4 Professional Technical Support Approach

The HGA Team will provide design professionals including Louisiana licensed Engineers, Architects, or Interior Designers to assist with creating and submitting the designs and

specifications necessary to illustrate feasibility and costs required to successfully obtain grants. Please see Attachment 3: Résumés for qualifications of our proposed technical support professionals. We will also assist in-house or third-party Design Professionals hired to finalize and certify plans and specifications, oversee procurement processes, or oversee construction.

HGA has **provided procurement guidance to well over 100 grantees and subrecipients** over the past two decades, helping them to manage their processes compliantly. **HGA has supported more than 800 professional service procurements** by subrecipients over the last 15 years, with zero findings by HUD and zero funds recaptured. The HGA Team will determine if the LITACorp clients have adequate financial control policies in place, adopted procurement/purchasing guidelines, and that their processes are compliant or exceed federal standards. We will work seamlessly with client staff to ensure that development of requests for proposals, requests for qualifications, and invitations to bid are compliant with federal, state, and local regulations.

The HGA Team will work with each client to develop procurement documents that capture all required services. We will also ensure that the procurements attached to each project clearly reflect that the projects are IJA assisted, and will highlight any unique conditions that prospective vendors must consider when bidding.

Business References

HGA is not involved in any pending Securities Exchange Commission investigations. Below are the required business references that reflect HGA’s ability to deliver the RFP services. Please also see the section of this proposal entitled Summary of Experience beginning on page 10, where we have listed references for HGA and our subcontractors relevant to each of the four RFP Staffing Support Services Areas.

Organization	Contract Length	Summary of Work	Contact Person
NY Governor’s Office of Storm Recovery (GOSR)	May 2014–present	Hurricane Sandy Program Management for Infrastructure & Community Reconstruction \$1.3 billion CDBG-DR	Erin Waz, Managing Director, 60 Broad St., 26th floor NY, NY, 10004 (518) 248-6147 erin.waz@stormrecovery.ny.gov

Organization	Contract Length	Summary of Work	Contact Person
Louisiana Office of Community Development (OCD)	October 2007-2021	Hurricanes Katrina & Rita Program Management of Infrastructure Recovery \$1.4 billion CDBG-DR	Pat Forbes, Executive Director, P.O. Box 94095, Baton Rouge, LA 70804-9095 (225) 219-9600 Patrick.forbes@la.gov
Louisiana OCD	November 2019-present	Program Management and Staffing for Restore Louisiana Housing Assistance Program for 2016 Floods and Hurricanes Laura and Delta; Buyout Program \$1.3 billion CDBG-DR and \$87 million CDBG-MIT	Jeff Haley, Chief Operating Officer, 150 Third St., #200 Baton Rouge, LA 70801 (225) 341-2270 Jeff.Haley@La.gov
North Carolina Office of Recovery and Resiliency (NCORR)	June 2019-present	Staff Augmentation and Program Management for CDBG-DR and CDBG-MIT Housing and Infrastructure \$740 million CDBG-DR and \$168 million CDBG-MIT	Matt Arlyn, Planning and Policy Director, 512 North Salisbury Street Raleigh, NC 27604 (984) 232-3234 Matthew.Arlyn@ncdps.gov

Staff Commitments

The HGA Team is committed to providing our proposed key personnel for the full term of the contract. Please see the section of this proposal entitled Overall Approach for the Four Services Areas on page 42 for more information on our staffing plan and Attachment 3: Résumés.

ATTACHMENT 1: OPTIONAL MARKETING MATERIALS

Per the RFP we are including no more than two pages of marketing materials following this page.

VARIOUS LOUISIANA LOCAL GOVERNMENTS GRANT MANAGEMENT AND TECHNICAL ASSISTANCE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT)

CLIENT

Various Louisiana Local Governments

PROJECT TIMELINE

March 2020 - December 2020

SERVICES

- Environmental Review Records (ERRs)
- Grant Management
- Reimbursement Requests
- Technical Assistance

CLIENT POINT OF CONTACT

David Wm. Rigdon
Chief Civil Deputy
Franklin Parish Sheriff's Office
6556 Main Street
Winnsboro, LA 71295
(318) 435-4505

Joseph Moreau
Parish Manager
East Feliciana Parish
12064 Marston St.
Clinton, LA 70722
(225) 719-1962
efeoc@outlook.com

Hunt, Guillot & Associates, LLC

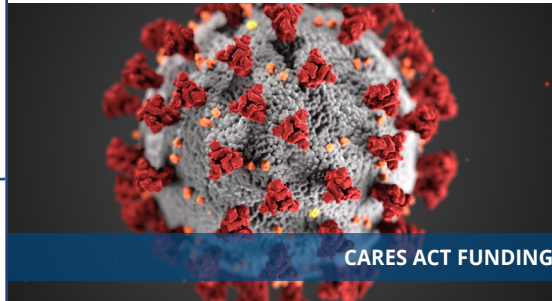
(866) 255-6825 www.hga-llc.com

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OVERVIEW

The Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) is legislation that was passed by the U.S. Congress on March 27, 2020. The CARES Act provides over \$2 trillion in emergency relief funding to those impacted by the coronavirus pandemic. It's meant to keep business owners, governments, and individuals afloat as a result of the unprecedented freeze of the American economy. The State of Louisiana set aside a portion of its CARES allocation for local governments and agencies that would access the dollars through an application process managed by the State Office of Community Development.

7 Parishes | 4 Municipalities



SOLUTION

■ **Build Baton Rouge** — HGA provided technical assistance to the City-Parish in their administration of the CARES ACT funding allocated through HUD entitlement programs including Community Development Block Grant (CDBG-CV), HOME Investment Partnerships (HOME-CV), Emergency Solutions Grants (ESG-CV), and Housing Opportunities for Persons with AIDS (HOPWA-CV). HGA assisted with development of the NOFA public notice, project application, technical assistance packet to accompany the application, and scoring sheet. We also held a training session for the proposal evaluation committee members selected by the City-Parish. HGA is currently assisting with the environmental review records (ERRs) for the awarded projects.

■ **Town of Abita Springs | Catahoula Parish Sheriff's Office | East Carroll Parish Sheriff's Office | East Feliciana Parish | Franklin Parish Sheriff's Office | Grant Parish Sheriff's Office | Morehouse Parish Sheriff's Office | Richland Parish Police Jury | Town of Oak Grove | Town of Mangham Police Department | Town of Delhi Police Department** — HGA assisted seven parishes and four municipalities in the preparation and submission of CARES Act funding reimbursement requests to the State of Louisiana Office of Community Development. HGA prepared ten applications for assistance and served as the liaison between the applicants and the State for the duration of the submission and review process. With the assistance of HGA, these applicants received a total of \$8 million in CARES reimbursements. Costs eligible for reimbursement included employee payroll, hazard pay, operations expenses, and purchase of supplies and equipment used to respond to COVID-19.

STATE OF NORTH CAROLINA PROJECT MANAGEMENT HUD CDBG-DR AND CDBG-MIT HOUSING AND INFRASTRUCTURE



CLIENT

North Carolina Office of Recovery and Resiliency (NCORR)

PROJECT TIMELINE

June 2019 - Present

PROGRAM VALUE

\$740 million CDBG-DR
\$168 million CDBG-MIT

SERVICES

- Staff Augmentation
- Action Plan Development (DR & MIT)
- Compliance & Monitoring
- DRGR Support & Maintenance
- Environmental Consulting & Reviews
- Policy & Procedure Development & Maintenance
- Reporting & Dashboard Development
- URA & TRA Consulting

CLIENT POINT OF CONTACT

Matt Arlyn
Planning and Policy Director
NCORR
512 North Salisbury Street
Raleigh, NC 27604
(984) 232-3234
matthew.arlyn@ncdps.gov

Hunt, Guillot & Associates, LLC
(866) 255-6825 www.hga-llc.com

OVERVIEW

HGA has been providing NCORR with expert staff to support planning, operations, and compliance for all of its recovery programs. More specifically, HGA has helped NCORR to develop program policies and procedures that will help NCORR to remain compliant in all federal cross-cutting statutes. HGA will also help NCORR to implement other industry-wide best practices to ensure overall grant compliance. HGA has become an invaluable trusted advisor to NCORR, working in tandem with the agency to achieve a common goal: helping the State's communities recover from the damages inflicted by successive storms.

SOLUTION

Action Plan Support. With HGA's help, NCORR was the first grantee to submit a complete, accepted CDBG-MIT Certification, Implementation Plan, and Action Plan for CDBG-MIT funding. In support of the CDBG-MIT Action Plan, our staff also conducted the unmet needs analysis and its underlying research and conducted three regional presentations and citizen participation forums. Our team also developed the unmet needs assessment and original Action Plan for Hurricane Florence, and before that, Substantial Action Plan Amendment #5 for Hurricane Matthew.

Policy and Procedure Development. HGA is working to prepare for program operationalization and start-up. Our team is developing policies and procedures for all new recovery programs. The team has also performed strategic planning in concert with NCORR and vendor staff to identify areas most at risk for future storm damage.

Compliance and Monitoring. Working with NCORR, HGA developed and implemented the monitoring and compliance plans for four different NCORR programs. HGA developed program-specific checklists, sampling, and other tools to ensure that both State programs and subrecipient-administered programs would function within federal requirements and in compliance with the program's policies.

Buyout Program. HGA has been instrumental in setting up NCORR's Buyout Program by establishing the foundational cross-cutting policies needed for program development, and by developing buyout policies, procedures, offer methodologies, process flow, public outreach planning, Disaster Risk Reduction Area identification and mapping, and subject matter expertise. NCORR's Buyout Program will be funded with both CDBG-DR and CDBG-MIT funding.

Environmental Reviews. HGA has reviewed current environmental processes and procedures and recommended ways to improve efficiencies and compliance. We have also provided additional capacity to review and approve Tier II environmental reviews as they are completed by program contractors.

DRGR and Financial Support. We are completing all required regulatory reporting for the State's Disaster Recovery Grant Reporting (DRGR) system. Our team helped to streamline and implement processes to ensure compliance and efficiency in both financial management and DRGR reporting. Our team has also been tasked with reviewing the Finance Management Manual, as well as creating billing guides and checklists for subrecipients and vendors.

ATTACHMENT 2: CONTRACT EDITS

HGA has reviewed Attachment VI: Sample Generic Contract of the RFP and proposes the following revisions for LITACorp's consideration:

- Indemnity—would like fault based and reciprocal
- Limit of Liability—remove exclusions
- Payment Terms—within 30 days

ATTACHMENT 3: RÉSUMÉS

Manager-Principal—Jack Hunt

Project Managers—Matt Brickey (primary); Jim Voitier (secondary); Jamie Seal, CFM; Edward Anthony, III, PMP

Grant Managers—Candice Mahoney; Kim Ryals, CFM; Suzie Sumpter, CFM; Bill Blankenship, CFM; Quez Jones, Beckie Northrop, Michelle Smith, Anna Roberts, Jacob Reeves, Christina Wilson

Grant Writers—Catherine Sumpter, Jessica Campo, Kris Van Orsdel, Zachary Gibbons, Christy Odgen

Engineer/Architect—Christopher Jeanice, Jacob Donnes, Jacob Loeske, John Plaisance, Joshua Gonya, Kevan Keiser, Mohan Menon, Deric Murphy, PE; Jay LeBlanc, Jr., PE; William Purser, PE; Rebecca Lala, PE, PTOE; Yunxiang Fan, PE; Yangbin Tong, PE; Jacob Murray, EI

Other Licensed Design / Certified Professionals—Vincent Orlando, PE; Mason Bonano, PE; Aaron Brown



12 Years of Experience

AREAS OF EXPERTISE

- Program/Project Management
- Disaster Recovery
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Public Assistance (PA)
- HUD Community Development Block Grant–Disaster Recovery (CDBG-DR)
- U.S. Department of the Treasury COVID-19 Relief Programs

EDUCATION

- M.B.A., Finance and Energy, Tulane University Freeman School of Business, 2010
- B.S., Chemistry, Louisiana State University, Baton Rouge, LA, 2005

HIGHLIGHTS

- ✓ Has overseen grant programs worth more than \$1 billion.
- ✓ Understands the regulations surrounding federal grant programs and other funding sources; has the experience needed to leverage this funding to provide a comprehensive recovery solution for communities.
- ✓ Provided program management for the NY State CDBG-DR Infrastructure Recovery Program, NY State CDBG-DR Public Assistance Match Program, and HGA’s Construction Management Support Services (CMSS) contract with NY State, which provided final inspections and change orders for NY State’s Housing Recovery Program.
- ✓ Managed housing and infrastructure recovery programs for 16 disasters, comprising hundreds of subrecipients.

RELEVANT PROJECT EXPERIENCE

Executive Sponsor, Louisiana Office of Community Development (LA OCD), Restore Louisiana Housing Assistance Program—HGA, Baton Rouge, LA, November 2019–present

- Serves as the Executive Sponsor for program management services provided to LA OCD for the Restore Louisiana Housing Program, overseeing the contract and ensuring that all deliverables meet the highest standards of quality.

Executive Sponsor/Project Manager, Puerto Rico Department of Housing (PRDOH), Oversight, Monitoring, Compliance, and Staff Augmentation Services—HGA, San Juan, PR, June 2019–June 2021

- Serves as the HGA Executive Sponsor/Project Manager for staff augmentation services provided to prime contractor Horne in support of PRDOH’s CDBG-DR programs, including housing, infrastructure, and FEMA match.
- Responsible for ensuring that all contractual deliverables are met with the highest standards of quality.

Executive Sponsor/Project Manager, North Carolina Office of Recovery and Resiliency (NCORR), HOPE Rental and Utility Assistance Program—HGA, Raleigh, NC, November 2020–present

- Serves as the HGA Executive Sponsor for this CDBG-CV, COVID-19 Relief Fund (CRF), and American Rescue Plan Act (ARPA)-funded rental and utility assistance program, overseeing the

PROFESSIONAL AFFILIATIONS

- Louisiana Association of Business and Industry (LABI), Young Leaders Council Member

contract and ensuring that all deliverables meet the highest standards of quality.

Executive Sponsor/Project Manager, North Carolina Office of Recovery and Resiliency (NCORR), Staff Augmentation Services—HGA, Raleigh, NC, May 2019—present

- Serves as the HGA Executive Sponsor/Project Manager for staff augmentation services to NCORR.
- Responsible for providing staff augmentation personnel including CDGB-DR Subject Matter Experts, Environmental Specialists, Disaster Recovery Grant Reporting (DRGR) System Specialists, QA/QC Specialists, Uniform Relocation Act (URA)/Temporary Relocation Assistance (TRA) Experts, Infrastructure Experts and Buyouts/Acquisition Experts.
- Responsible for ensuring that all contractual deliverables are met with the highest standards of quality.

Program Manager, LA OCD, Restore Louisiana Housing Assistance Program—HGA, Baton Rouge, LA, October 2017—December 2019

- Served as the HGA Program Manager for inspection services provided to LA OCD for the Restore Louisiana Housing Program.
- Oversaw the contract and ensured that all deliverables meet the highest standards of quality. HGA deliverables are accepted by customers as compliant and correct at a rate exceeding 99%. Customers return less than 1% of deliverables with a request for minor adjustments, which are made promptly and studied to prevent future issues.

Engagement Partner/Program Manager, NYS Governor's Office of Storm Recovery (GOSR), CDBG-DR Recovery Programs—HGA, New York, NY, May 2014—present

- Serves as the HGA Program Manager for the NYS GOSR Community Reconstruction (CR) and Infrastructure Recovery Program and the Construction Management Support Services (CMSS) contract for the Housing Recovery Program.
- The CR and Infrastructure Recovery Program consists of \$1.2 billion in CDBG-DR funding, with more than 300 infrastructure projects across 50 local NY governments.
- The Infrastructure Recovery Program includes multiple FEMA HMGP Global Match projects, a FEMA PA Match program, and Rebuild by Design projects.
- The CMSS for the Housing Recovery Program provides housing inspections and change order/clarifications, with well over 6,000 inspections and change orders/clarifications performed to date.

Project Manager, Plaquemines, St. Bernard, and St. Tammany Parishes, Hazard Mitigation Grant Program—HGA, Baton Rouge, LA, April 2013–April 2014

- Managed over \$150 million in HMGP and HMA funding for several Louisiana parishes, with total project costs of \$200 million. Projects included housing programs for more than 400 elevations/repairs and 24 infrastructure improvements.

Project Controls Manager, New York City Rapid Repairs Program—The Shaw Group, New York, NY, November 2012–April 2013

- Managed all databases, reporting, and scheduling for the New York City Rapid Repairs Program—a first-of-its-kind \$600 million program to provide sheltering-in-place for homeowners affected by Hurricane Sandy.
- Managed more than 50 people from four different contractors to accomplish program reporting goals.
- Delivered all program reporting, including daily reports for New York City Mayor.
- Integrated schedules from 11 general contractors to develop the program master schedule.

Project Control Manager, LA OCD, HMGP—The Shaw Group, Baton Rouge, LA, May 2011–February 2012

- Provided business management, change control, cost management, and reporting for a \$750 million mitigation grant program for individual homeowners.

Project Controls Manager, LA Coastal Protection and Restoration Authority, Barrier Berm Restoration—The Shaw Group, New Orleans, LA, May 2010–April 2011

- Provided reporting, scheduling, change control, and financial analysis for this \$260 million project to protect Louisiana’s coast by rebuilding barrier islands (in response to the BP Deepwater Horizon oil spill). It included the largest dredging fleet on a single project in U.S. history, which built more than 15 miles of berm in less than nine months.

RELEVANT EMPLOYMENT HISTORY

- HGA, April 2013–present
- The Shaw Group, May 2010–April 2013

Matt Brickey

Primary Project Manager



23 Years of Experience

AREAS OF EXPERTISE

- Federal Grant Funding
- Project Management
- Infrastructure
- Logistics
- Supply Chain Management
- Strategic Planning
- Budgeting
- Construction Management
- Process Improvement

EDUCATION

- B.S., Business Administration, UT Knoxville, Knoxville, TN, 1998

HIGHLIGHTS

- ✓ Provides assistance to local governments with securing Infrastructure Investment and Jobs Act (IIJA) funding, American Rescue Plan Act (ARPA), and other available funding.
- ✓ Assists local governments with compliance and reporting on grant-funded programs.
- ✓ Versatile and results-driven management professional with diverse expertise in all facets of logistics, global operations, supply chain, budgeting and cost control, construction management, consultative sales, and project execution.
- ✓ Adept in crafting innovative solutions that optimize processes and profitability.
- ✓ Trusted advisor and management consultant with a proven record of delivering strategic actions plans.

RELEVANT PROJECT EXPERIENCE

Lead Project Manager, Infrastructure Investment and Jobs Act (IIJA) Grant Funding, Baton Rouge, LA, 2022–present

- Completed Safe Streets for all Grant Application for the City of Lake Charles and Town of Abita Springs
- Completed Reconnecting Communities Grant Application for City of Lake Charles
- Completed Rural Surface Transportation Grant Application for St. Landry Parish
- Completed Thriving Communities Letter of Interest for the Delta Regional Agriculture and Sustainability District

Infrastructure Grant Project Manager, Lake Charles and Baton Rouge, LA, 2022–present

- Leads the planning and implementation of projects, defining project scope, goals, and deliverables.
- Defines project tasks and resource requirements, and develops full-scale project plans.
- Prepares High Level Budget with overview of estimated activity costs organized by all major cost elements
- Prepares Key Information and Project Narrative with Quantitative data for Infrastructure Grant Applications
- Completes all Standard Required Application and Program Specific Forms and Information

EMPLOYMENT HISTORY

- HGA, 2021–present
- Total E&P Mozambique, 2021
- 3Energy Services, LLC, 2014–2021
- Jacobs Engineering Group, 2012–2014
- CEVA Logistics, 2005–2012
- Marathon Oil Corporation, 2002–2005
- Schlumberger, 1998–2002

Project Manager, American Rescue Plan Act (ARPA) Ouachita Parish, Baton Rouge, LA, 2022–present

- Develops policies and procedures for all aspects of the Parish ARPA program. Ensures program compliance with all ARPA requirements.
- Monitors program regulations to maintain compliance with federal requirements.
- Manages program communications during eligibility and implementation phases.
- Tracks expenditures for all aspects of the program.
- Prepared quarterly reports and guided development and review of program plans and eligibility.

Project Manager, Broadband Projects for East Feliciana and Ouachita Parishes, Baton Rouge, LA, 2022–present

- Provides broadband assessment reports and technical data
- Lead and support Granting Unserved Municipalities Broadband Opportunities (GUMBO) program
- Facilitates provider partners and organize meetings to review potential service offerings that can possibly be leveraged

Construction Coordinator, Afungi Site—Total E&P, Palma, Mozambique, January 2021–April 2021

- Led, developed, and empowered 12 cross-functional personnel.
- Designated liaison between the 10-member site management team, liquefied natural gas (LNG) contractors, social/environmental leads, and port authority.
- Strengthened relations with the engineering, procurement, construction, and installation (EPCI) contractor for pull-in and tie-in operations at the beach landing, as well as the offshore pipeline.

Logistics Consultant, COVID-19 Support—3Energy Services, LLC, New Orleans, LA, April 2020–2021

- Selected by a federal contractor to direct Covid-19 support for a temporary hospital with more than 2000 staff in New Orleans, LA.
- Provided expertise in logistics, staffing, policies, protocols, and standard operating procedures.

Logistics Consultant, Relocation Strategy—3Energy Services, LLC, Baton Rouge, LA, June 2014–April 2020

- Ideated the relocation strategy for a \$60 billion publicly traded company.

Matt Brickey 2

- Oversaw the decommissioning and transportation of 13 production lines.
- Rolled out an asset tracking system to bolster accountability, resulting in 30% cost savings in re-assembly and receiving.

Senior Logistics Manager, Production Plant Relocation Projects—Jacobs Engineering, Baton Rouge, LA, July 2012–June 2014

- Instrumental in logistics management and material control for two production plant relocation projects from Punta Arenas, Chile to Geismar, Louisiana.
- Crafted and integrated material control processes, instituting asset tracking and export packing methods to capture data in order to clear U.S. customs and import control.
- Directed and motivated 50+ logistics team members and heavy haul providers to deliver a transportation solution for 44 modules, comprising of 12 rack modules and both bulk and container plant equipment.
- Secured contracting and ocean transport for modules and heavy lift refining columns worth more than \$25 million.

Global Account Director—CEVA Logistics, Houston, TX, December 2009–July 2012

- Primary leader of new global account management and business development, with emphasis on client relations management and quality service standards.
- Defined target key performance indicators (KPIs), ideated sales and marketing initiatives, streamlined strategy and execution, and coordinated all operational process meetings.
- Developed standard operating procedures (SOPs) for global accounts.
- Oversaw and mentored five cross-functional employees in new business development and growth positioning.
- Catapulted new business revenues by \$18 million+ in three years.
- Accomplished 60%+ year-over-year (YOY) net growth through superior client relations management, overachieving on target goals.
- Created resource material on SOPs to facilitate training of 25 global personnel.

Station Manager— CEVA Logistics, New Orleans, LA, January 2006–December 2009

- Advanced strategic initiatives to produce growth in revenues and overall profitability. Provided full profit and loss accountability and was the final authority on operational decisions.
- Supervised and equipped 25 cross-functional staff with oversight of \$9 million annual budget.
- Sourced, selected, on-boarded, and trained 80% of the unit team.
- Propelled annual revenues by more than 32%, profits by more than 27%, and achieved earnings before interest, taxes, and amortization (EBITA) of more than 98%.

Jim Voitier

Secondary Project Manager



14 Years of Experience

AREAS OF EXPERTISE

- Disaster Recovery
- Business Operations Analysis
- Financial Forecasting
- Project Management
- Environmental Consulting

EDUCATION

- B.S., Environmental Science, Sewanee: The University of the South, Sewanee, TN, 2008

HIGHLIGHTS

- ✓ **More than 14 years** of experience.
- ✓ **Managed \$100 million** in economic revitalization program for small businesses impacted by Hurricane Harvey.
- ✓ **Assisted with approximately** 325 employees responsible for a portfolio of approximately 600 programs and projects.
- ✓ **Implemented groundbreaking solution** that has quickly become a common model for business grants processing and disbursement programs
- ✓ **Developed expertise in environmental consulting**, with emphasis on real estate transactions involving contaminated properties, and an additional focus in Brownfields grant administration.
- ✓ **Environmental Manager over a \$1 billion** natural gas power plant construction project.
- ✓ **Strong track record of project work** including service as Operations Chief for the New Orleans’s Convention Center’s COVID-19 care facility.

RELEVANT PROJECT EXPERIENCE

Project Manager, three separate FEMA Private Property Debris Removal Programs, Lafourche Parish Government, Cameron Parish Policy Jury, City of Lake Charles—HGA, Baton Rouge, LA, October 2022–present

- Leads grant subrecipient’s PPDR program.
- Ensures grant compliance requirements are maintained within the program and project work falls within FEMA’s reimbursement eligibility standards.
- Established communication system to interface with private property owners.
- Manages a team of approximately 10 in-house professionals and 7 subcontractors.
- Maintains open and frequent communication and reporting with Parish/Municipal representatives and FEMA officials.

EMPLOYMENT HISTORY

- HGA, March 2021–present
- Excel Contractors, Project Manager, March 2020 – March 2021
- Aptim, f/k/a CB&I, f/k/a The Shaw Group, September 2008 – March 2020

Project Manager, Texas General Land Office (GLO), Texas Back in Business (TBIB) Small Business Grant Program—HGA, Baton Rouge, LA, February 2021–present

- Oversees \$100 million economic revitalization program for small businesses impacted by Hurricane Harvey, which is part of the Hurricane Harvey Relief Program
- Program provides small business applicants with grants ranging from \$50,000–\$250,000 to retain and create jobs for low- to moderate-income persons.
- Leads a team of eligibility case managers.
- Establishes first contact with Program applicants to gather required eligibility documentation and walk them through the grant application process.
- Guides applicants with Program-required forms and assists them with understanding basic eligibility requirements.
- Developed processes and procedures for efficient intake and document management that comply with personally identifiable information (PII) security protocols and result in quick processing of applicants.
- Encourages reliable and empathetic outreach with an emphasis on customer service.
- Oversees team use of software tools to track and manage outreach efforts, including team’s software solution that records, tracks, and assigns ownership to every phone call, voicemail, and e-mail that passes through the Program’s queue.

Senior Project Management Specialist, Multiple State and Local Government Divisions—Aptim, Baton Rouge, LA, December 2017–March 2020

- Assisted with approximately 325 employees responsible for a portfolio of approximately 600 programs and projects. These projects consisted of program and construction management, disaster consulting, and coastal and flood control engineering.
- Coordinated actions within the business segments at the direction of the Division Vice President and Evaluated needs at the business-line level and elevated ideas, issues, and planning strategies.
- Developed and analyzed financial dashboards and augmented leadership bandwidth at the Director level.
- Conveyed executive directives, mediated staff disputes, connected geographically dispersed personnel, oversaw project status reviews, advised VP and other executives on staff- and project-level concerns and opportunities, and identified organizational and process gaps.

- Advised project managers on project execution, developed budgets for projects and for Division, and supported business-line managers by presenting best practices for operating business lines and executing budgets.

Environmental Manager, Entergy St. Charles Power Construction Project—Aptim, Laplace, LA, May 2017–December 2017

- \$1 billion natural gas power plant construction project.
- Served as Environmental Manager, overseeing environmental regulatory compliance for this project.
- Supported construction management to achieve environmental compliance objectives.
- Delivered accurate and on-schedule regulatory reports and permitting deliverables on behalf of the Construction Director.
- Identified project gaps and educated Construction Managers regarding risks and actionable mitigation measures.
- Guided construction staff in establishing sustainable and repeatable environmental compliance practices.
- Responsible for facilitating corporate audits of the Project's environmental program, as well as assigning, implementing, and revisiting corrective actions.

Environmental Advisor, Sempra, Cameron Liquefied Natural Gas (LNG) Liquefaction Construction Project—CB&I, August 2014-May 2017

- \$10 billion project with a workforce of 12,000.
- Under direction of the Project Environmental Manager, supported construction management to achieve client- and agency-driven environmental compliance objectives.
- Supervised and conducted environmental inspection and regulatory reporting activities.
- Managed hazardous and non-hazardous wastes, supervised Federal regulatory compliance and reporting, and conducted storm water management.
- Wrote and delivered environmental training to multiple audiences, including craft, field supervision, and executive management.
- Coordinated with front-line supervision to prevent and resolve non-compliance and ensured in-the-field policy compliance.
- Reviewed, interpreted, and applied relevant environmental regulations.
- Conducted field inspections of construction work fronts.
- Supervised and reviewed peer work.
- Oversaw wildlife management and relocation.

Environmental Scientist, Multiple Projects—The Shaw Group, Baton Rouge, LA, September 2008–August 2014

- Conducted pre-acquisition due diligence and environmental business risk assessment.
- Wrote remediation plans, bid packages, and consultant selection schemes.
- Interfaced with State and Federal regulators.

- Interpreted technical data and rendered professional opinions and evaluated and critiqued technical reports.
- Developed expertise in environmental consulting, with emphasis on real estate transactions involving contaminated properties, and an additional focus in Brownfields grant administration.



15 Years of Experience

AREAS OF EXPERTISE

Disaster Recovery

HUD Community Development Block Grant–Disaster Recovery (CDBG-DR)

Grant Management

Compliance and Reporting

Environmental Reviews

Community Development Block Grant (CDBG) Entitlement

Emergency Solutions Grants (ESG) Program

Housing Opportunities for Persons with AIDS (HOPWA)

HOME Investment Partnerships Program (HOME)

EDUCATION

- M.A., Healthcare Administration, University of Houston at Clear Lake, Houston, TX, 2009
- B.S., Political Science, Louisiana State University, Baton Rouge, LA, 2003

HIGHLIGHTS

- ✓ **15 years of experience with CDBG rules and regulations**, to include policy development for local government and preparing HUD Environmental Review Records.
- ✓ **Led development of CDBG-DR Hurricane Isaac Action Plan** and performed DRGR reporting for St. Tammany Parish.
- ✓ **Administered over \$20 million in CDBG grants** within five years for a Louisiana parish.
- ✓ **Administered over \$100 million in HUD programs for local government**, which included ensuring compliance with CDBG regulations and submitting requests for payment.
- ✓ **Prepared HUD Environmental Assessments** for public facilities and multi-family housing projects for local governments.
- ✓ **Prepared Tier 1 broad-level reviews** for large-scale disaster recovery housing rehabilitation and replacement projects on county and state level.
- ✓ **Completed over 1,000 Tier 2 site-specific reviews** for scattered-site housing demolition and rehabilitation projects.
- ✓ **Experienced HUD HEROS** Partner user.

RELEVANT PROJECT EXPERIENCE

Senior Grant Manager, City-Parish of East Baton Rouge, CDBG Administrative Management—HGA, Baton Rouge, LA, January 2018–present

- Develops policies and procedures for all aspects of the City-Parish entitlement program. Ensures program compliance with all CDBG requirements.
- Develops the Section 504 Compliance Plan, Section 3 Compliance Plan, Subrecipient Management Plan, Rehabilitation Program policy, CDBG procurement policy, and CDBG/CDBG-DR administrative policies.
- Assisted with development of CDBG-DR Action Plan.
- Prepares Environmental Review Records for housing and infrastructure projects.
- Helps to complete Consolidated Annual Performed Evaluation Report (CAPER) end-of-year reporting for all entitlement funds.
- Provides technical assistance on the HOME Investment Partnerships Program (HOME), CDBG, Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Solutions Grants (ESG) programs.

TRAINING

- FEMA BCA Toolkit Version 6.0 Training
- HUD Environmental Reviews, HUD, 2011
- Basically CDBG, National Community Development Association, 2009
- HUD Building HOME Series
- HUD HOPWA Oversight
- HUD Environmental Assessment Factors

EMPLOYMENT HISTORY

HGA, 2015–present

St. Tammany Parish Government,
2009–2014

Senior Grant Manager, City-Parish of East Baton Rouge, Emergency Rental Assistance Program—HGA, Baton Rouge, LA, March 2021–present

- Develops policies and procedures for all aspects of the Emergency Rental Assistance Program.
- Monitors program regulations to maintain compliance with federal and state requirements.
- Provides technical assistance to clients.

Grant Manager, Build Baton Rouge, HUD Environmental Reviews and Administrative Management—HGA, Baton Rouge, LA, January 2018–present

- Prepares Environmental Review Records for housing, infrastructure, and public service projects.
- Supporting CDBG-CV, HOPWA-CV, and ESG-CV allocations to Baton Rouge through the Coronavirus Aid, Relief, and Economic Security Act.

Senior Grant Manager, Texas General Land Office, Texas Back in Business Program—HGA, Baton Rouge, LA, February–April 2021

- Managed applicant communications during program transition and implementation phases.
- Prepared site-specific environmental review records.

Senior Grant Manager, City of Gretna, CDBG Administrative Management—HGA, Gretna, LA, January 2016–December 2020

- Developed policies and procedures for all aspects of the CDBG program. Ensured program compliance with CDBG requirements.
- Ensured cost reasonableness of change orders and contract amendments.
- Prepared final project completion and monitoring reports.

Senior Grant Manager, Plaquemines Parish, CDBG-DR Housing Assistance Program—HGA, Plaquemines Parish, LA, 2015–2020

- Prepared Environmental Review Records for 175 properties.
- Provided technical assistance to low-income applicants before, during, and after construction.
- Tracked expenditures for all aspects of the program.

Senior Grant Manager, Jefferson Parish, LA, Hurricanes Katrina, Rita, Gustav, and Ike CDBG-DR Infrastructure Programs—HGA, New Orleans, LA, 2015–2020

- Coordinated project schedules from environmental clearance through engineering and construction administration.
- Prepared monthly status reports and guided development and review of plans and specs.

Grants Project Manager, St. Tammany Parish Government, 2009–2014

- Provided fiscal administration of CDBG entitlement and CDBG-DR funds for Parish government.



16 Years of Experience

AREAS OF EXPERTISE

- Disaster Recovery
- FEMA Hazard Mitigation Assistance (HMA) Programs, including Hazard Mitigation Grant Program (HMGP), Federal Mitigation Assistance (FMA), and Building Resilient Infrastructures and Communities (BRIC)
- FEMA Non-Disaster (Preparedness) Grant Programs
- FEMA Public Assistance (PA) Programs
- HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) Programs
- Grant Application Development
- Benefit-Cost Analysis (BCA)

EDUCATION

- M.S., Business Administration and Management, University of Phoenix, 2013
- B.S., Business Management, University of Phoenix, 2010

HIGHLIGHTS

- ✓ **Certified Floodplain Manager with 16 years of experience** performing project management services for FEMA Hazard Mitigation and Non-Disaster Grant programs.
- ✓ **Worked directly with grant homeowners and vendors on a daily basis** for approximately 11 years regarding elevations, acquisitions, and mitigation reconstructions.
- ✓ **Worked in emergency management since 2006** with the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), GrantWorks, Quality Engineering & Surveying, and HGA.
- ✓ **Provided technical assistance with audit defense.**
- ✓ **Compiled documents for closeout audits.**
- ✓ **Performed reconciliation and accounting for eligible grant expenditures.**
- ✓ **Successfully supervised the development of more than 180 project applications** in excess of \$360 million in newly approved and awarded grant applications for several parishes across Louisiana.
- ✓ **Supervised the development of more than 100 amendments** worth more than \$90 million.
- ✓ **Helps local communities prepare and manage federal grant applications** and awards.
- ✓ **Familiar with rules and regulations for all FEMA Hazard Mitigation Assistance programs** and the Public Assistance Program.

RELEVANT PROJECT EXPERIENCE

Senior Grant Manager, Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Program Management Assistance for Stafford Act – HMGP for Subrecipients—HGA, Baton Rouge, LA, April 2022–present

- Provides technical assistance and benefit-cost analysis (BCA) assistance to Iberia Parish and Vernon Parish for damages from Hurricane Ida.
- Developing HMGP applications for Vernon Parish for wind retrofit and generator projects.
- Monitors all application development and coordinates between Parishes and HGA.

CERTIFICATIONS

- Certified Floodplain Manager (CFM), Association of State Floodplain Managers, 2019

PROFESSIONAL AFFILIATIONS

- Louisiana Floodplain Managers Association (LFMA), Member
- Association of State Floodplain Managers (ASFPM), Member

TRAINING

- FEMA BCA Toolkit Version 6.0 Training

FEMA Emergency Management Institute (EMI) Courses

- IS-1000 Public Assistance Program and Eligibility
- IS-212.b Introduction to Unified Hazard Mitigation Assistance (HMA)
- IS-253.a Overview of FEMA Environmental and Historic Preservation Review
- IS-273 How to Read a Flood Insurance Rate Map
- IS-274 How to Use a Flood Insurance Study (FIS)
- IS-321 Hurricane Mitigation Basics for Mitigation Staff
- IS-322 Flood Mitigation Basics for Mitigation Staff
- IS-393.b Introduction to Hazard Mitigation
- IS-727 Floodplain Management and Protection of Wetlands
- IS-1014 Integrating 406 Mitigation Considerations into Your Public Assistance Grants
- IS-1100.a Increased Cost of Compliance
- IS-1117 Severe Repetitive Loss for Agents

Senior Project Manager, Tangipahoa Parish Government, Hazard Mitigation Assistance—Quality Engineering & Surveying, LLC, Baton Rouge, LA, November 2017–April 2022

- Worked with Tangipahoa Parish to ensure compliance with program requirements.
- Provided technical assistance with audit defense, supported reconciliation and accounting for eligible costs, and gathered supporting documentation for awards to ensure audit-quality closeout files.
- Monitored the progress of 25 projects to ensure that all federal and state grant requirements were met and that files were closed within the approved Period of Performance (POP).
- Provided weekly reports to the client and to Quality management regarding task work, deliverables, and project status.

Point of Distribution (POD) Lead, Louisiana Office of Community Development (OCD), Restore Louisiana Housing Assistance Program—IEM, Baton Rouge, LA, June–November 2017

- Managed workflow for 20 employees, creating team schedules, delegating tasks, and prioritizing cases per OCD rules and regulations.
- Assessed work performance of employees and identified areas that needed improvement.
- Ensured that goals, deadlines, and performance standards were met.
- Met with management weekly to update status of cases, employees, and the program.

Disaster Relief Manager, Grantworks, Inc., Rouge, LA, August 2016–June 2017

- Provided technical assistance to communities on the full spectrum of FEMA mitigation grant programs and Public Assistance grant programs.

State Applicant Liaison (SAL) Team Leader, Hazard Mitigation Program, Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Baton Rouge, LA, October 2011–July 2016

- Led a team of three State Applicant Liaisons in providing technical assistance to Hazard Mitigation (HM) applicants on Vernon Parish and the full spectrum of FEMA mitigation grant programs.
- Organized and prioritized workloads, monitored the progress of all Hazard Mitigation projects, and provided weekly updates to the Section Chief.

EMPLOYMENT HISTORY

- HGA, April 2022–present
- Quality Engineering & Surveying, LLC, November 2017–April 2022
- IEM, June–November 2017
- Grantworks, Inc., August 2016–June 2017
- GOHSEP, May 2006–July 2016

- Maintained all Hazard Mitigation grant schedules and ensured that the three SALs on the team had sufficient work.
- Facilitated conversations between local and federal government agencies, using negotiation skills to obtain project approvals.
- Reviewed cost analyses of funds to ensure that they met the guidelines for cost reasonableness.
- Maintained high customer service standards and a high level of professionalism when performing these duties.

Non-Disaster Grants Team Leader, GOHSEP, Baton Rouge, LA, May 2006 Year–October 2011

- Provided guidance and oversight to my team, and provided technical assistance to applicants statewide.
- Developed and presented learning tools at the Unified Hazard Mitigation Assistance Summit.
- Participated and presented Non-Disaster training statewide through the Community Education and Outreach program.
- Increased efficiency in the workplace and worked directly with my team to develop customer-focused content.

Suzie Sumpter, CFM

Grant Manager



28 Years of Experience

AREAS OF EXPERTISE

FEMA Hazard Mitigation Assistance (HMA) Programs, including Hazard Mitigation Grant Program (HMGP), Federal Mitigation Assistance (FMA), and Building Resilient Infrastructures and Communities (BRIC)

FEMA Public Assistance (PA) Programs

Louisiana Watershed Initiative

HUD Community Development Block Grant–Disaster Recovery (CDBG-DR) Programs

Project Management

National Environmental Policy Act (NEPA) Clearance for Housing and Infrastructure Projects

CERTIFICATIONS

Certified Floodplain Manager (CFM)

HIGHLIGHTS

- ✓ **More than 28 years of management experience**, including nine years in emergency management and disaster recovery.
- ✓ **More than 15 years of high-level experience** with FEMA’s HMA programs, including HMGP, FMA, and BRIC.
- ✓ **Extensive experience writing and administering Section 404 and 406 hazard mitigation grants and federal non-disaster grants**, including technical assistance to subrecipients, project eligibility, cost estimation, damage assessments, project worksheet (PW) formulation, and implementation of federal, state, and local compliance regulations.
- ✓ **Has managed over \$100 million in funding for housing projects** to acquire, elevate, or reconstruct qualified homes, including several historic structures.
- ✓ **Managed 40 various infrastructure projects** with grant funds totaling nearly \$125 million.
- ✓ **Successfully secured funding for and implemented more than 900 elevation, reconstruction, or acquisition projects** and more than 60 infrastructure projects throughout Louisiana.

RELEVANT PROJECT EXPERIENCE

Project Manager, Louisiana Governor’s Office of Emergency Preparedness (GOHSEP), Program Management Assistance for Stafford Act – HMGP for Subrecipients—HGA, Baton Rouge, LA, 2020–present

- Provides grant management for a \$381 million mitigation program funded by FEMA HMGP grants.
- Provides GOHSEP technical assistance to grant subrecipients, helping them to manage their HMGP grants in an efficient and compliant manner.

Project Manager, Southeast Louisiana Flood Protection Authority-East (SELA FPA-E), Hazard Mitigation Assistance Services—HGA, Baton Rouge, LA, October 2020–present

- Led the vetting for project eligibility and supported development of the successful BRIC application.
- Supports all aspects of safe room development.
- Oversees all mitigation activities for compliance.
- Monitors declining balance and project overruns or underruns based on approved line-item budget and funding.
- Audits project invoices and payment tracking to ensure timely payments.

TRAINING

- FEMA BCA Toolkit Version 6.0 Training
- Successfully completed 26 courses through FEMA Emergency Management Institute

PROFESSIONAL AFFILIATIONS

- Association of State Flood Plain Managers (ASFPM)
- Louisiana Floodplain Management Association (LFMA)
- International Emergency Management Group (IEMG)
- Lake Pontchartrain Basin Foundation

EMPLOYMENT HISTORY

- HGA, November 2012–Present
St. Tammany Parish Government,
February 2006–March 2013

Project Manager, Ouachita Parish/City of Monroe and City of West Monroe, FEMA HMA/PA Housing and Infrastructure Program Management—HGA, Baton Rouge, LA, February 2018–present

- Identifies eligible projects and prioritizes them based on availability of funding.
- Works with Parish Engineer to develop a scope of work for large-scale infrastructure and housing applications under FEMA HMA, FEMA PA, and Louisiana Department of Transportation and Development Statewide Flood Control programs.
- Compiles data, composes and submits grant applications, and formulates PWs; Reviews and approves all closing documents.

Project Manager, Tensas Basin Levee District, FEMA HMA/PA Infrastructure Program Management—HGA, Baton Rouge, LA, August 2018–present

- Submits environmental clearance requests, compiles draft Environmental Assessments for FEMA EHP review, and mitigates identified adverse effects.
- Compiles cost/price detail sheets and cost-reasonableness data; audits project invoices and payment tracking.

Project Manager, Tangipahoa Parish, FEMA Hazard Mitigation Infrastructure Program Management—HGA, New Orleans, LA, 2018–present

- Ensures the successful administration of all projects under HMA and CDBG-DR programs.
- Runs and monitors project BCAs for cost-reasonable projects.

Project Manager, Plaquemines Parish Government, FEMA Hazard Mitigation Housing and Infrastructure Program Management—HGA, New Orleans, LA, November 2012–present

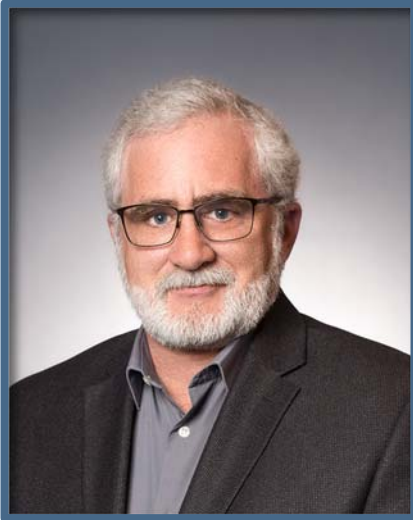
- Develops policies and procedures under the federal guidance to meet the goals and priorities of the local government.
- Compiles data and composes and submits grant applications.
- Works with homeowners, engineers, architects, and contractors to successfully administer large housing projects under HMA and CDBG-DR programs.
- Reviews construction quotes submitted for housing projects.

Project Manager, St. Bernard Parish Government, FEMA Hazard Mitigation Housing and Infrastructure Program Management—HGA, New Orleans, LA, March 2013–present

- Works with homeowners, engineers, architects, contractors, and local, state, and federal staff to ensure successful administration of all housing projects under HMA and CDBG-DR programs.
- Develops policies and procedures for local governments to ensure compliance with all guidance and regulations.

Bill Blankenship, CFM

Grant Manager



20 Years of Experience

AREAS OF EXPERTISE

- Project Management
- HUD Community Development Block Grant–Disaster Recovery (CDBG-DR)
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Public Assistance (PA)
- Low-Income Housing Tax Credit (LIHTC) Program
- Economic Revitalization and Development
- Stormwater Mitigation
- Hydrological & Hydraulic Reporting
- Program/Project Management
- Contract Administration
- Financial Management
- Section 106 Reviews
- State Historic Preservation Office

EDUCATION

- B.A., History, Kennesaw State University, Kennesaw, GA, 2000

HIGHLIGHTS

- ✓ 20 years of professional experience, including **15 years working with HUD- and FEMA-funded projects.**
- ✓ **Expertise in CDBG-DR** requirements and best practices.
- ✓ **Subject Matter Expert (SME)** on resilient infrastructure development and housing.
- ✓ **Currently serves as project manager on multimillion-dollar CDBG-DR/CDBG-MIT program**, responsible for 43-member team providing grant management services for subrecipients impacted by Hurricanes Matthew and Florence.
- ✓ Provided grant management services to five Upstate New York counties affected by Hurricanes Irene and Sandy and Tropical Storm Lee, **developing nearly 90 eligible projects utilizing \$45 million in HUD-funded projects.**
- ✓ Proficient in Davis-Bacon and Related Acts (DBRA) requirements and labor compliance issues.
- ✓ **Developed and constructed projects that significantly increased the rate of economic revitalization**, creating jobs and opportunities in economically depressed areas.
- ✓ **Developed projects that doubled treated water capacity** after storm events, allowing treatment plants to remain online and reducing dependence on outside sources.
- ✓ **Certified Public Historian, skilled in Section 106 Reviews.**

RELEVANT PROJECT EXPERIENCE

Project Manager / Subject Matter Expert, North Carolina Office of Recovery and Resiliency (NCORR), Cary, NC, April 2020 – present

- Supervises a team of 43 Case Managers, Grant Managers and Subject Matter Experts responsible for single and multi-family housing, small rental, QA/QC, M/WBE, Section 3, and infrastructure for three disaster recovery programs.
- Serves as a Subject Matter Expert on resilient infrastructure.
- Provides expertise to NCORR Policy Team related to CDBG-DR requirements and best-practices processes.
- Coordinates with housing development authorities and private developers to provide housing for low-to-moderate-income (LMI) populations.
- Completes funding applications, helped procure architectural/engineering services, monitored subsequent design stages, and kept project budgets within the funding allocation.

CERTIFICATIONS

- Certified Floodplain Management, FEMA, 2011
- Public Historian, Economic Development, University of Georgia, 2001
- Public Historian, Public Administration, University of Georgia, 2001

TRAINING

- Floodplain Management, Continuing, 2011–present

RELEVANT EMPLOYMENT HISTORY

- HGA, 2008–present
- WABI America, 2006–2008
- Fort Mountain Preservation Services, 2001–2008

Senior Grant Manager, New York Governor's Office of Storm Recovery (GOSR), New York Rising Community Reconstruction Program—HGA, Kingston, NY, July 2014–April 2020

- Provided grant management services to 16 Catskills Mountains and two Mohawk Valley communities affected by Hurricanes Irene and Sandy and Tropical Storm Lee.
- Developed nearly 90 eligible projects in five upstate NY counties, covering \$45 million in HUD funds.
- Coordinated with housing development authorities and private developers to provide housing for (LMI) populations.
- Performed initial assessment of community needs and capacity to carry out program goals.
- Completed funding applications, helped procure design staff, and kept project budgets within the funding allocation.

Grant Manager, Louisiana Office of Community Development (OCD), Hurricane Katrina/Rita Recovery Program—HGA, Ruston and Baton Rouge, LA, January 2009–July 2014

- Provided grant management services for parishes affected by Hurricanes Katrina and Rita.
- Developed environmental reviews in compliance with requirements of the National Environmental Protection Act.
- Managed statewide Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) and local government emergency infrastructure projects.
- Developed 19 projects from pre-development to closeout.
- Assisted communities with bidding for construction of designed projects, monitored construction progress, and conducted successful closeout of projects.

Grant Manager, Louisiana OCD, Hurricane Gustav/Ike Parish-Implemented Recovery Program—HGA, Baton Rouge, LA, August 2010–July 2014

- Provided grant management services to HUD-funded Hurricane Gustav/Ike disaster recovery programs for four Louisiana parishes.
- Developed 30 total planning, infrastructure, and economic development projects through pre-development and closeout.
- Developed environmental reviews in compliance with requirements of the National Environmental Protection Act.

Grant Manager, Louisiana OCD, Housing Tax Credit Piggyback Program—HGA, Ruston and Baton Rouge, LA, April 2008–July 2014

- Helped to develop and implement the LIHTC Davis-Bacon and Related Acts (DBRA) Certified Payroll Review Team.
- Reviewed certified payrolls, prepared monthly reporting, assessed wage restitution and liquidated damages, conducted labor compliance interviews, and assisted Department of Labor personnel with investigation of labor compliance claims in statewide projects.

Valesquez “Quez” Jones

Grant Manager



19 Years of Experience

AREAS OF EXPERTISE

- Disaster Response & Recovery
- FEMA Public Assistance (PA) Program
- FEMA Public Assistance Alternative Procedures (PAAP)
- Project Management
- Project Worksheet (PW) Formulation
- Project & Grant Closeout
- Grant Management
- Quality Assurance/Quality Control (QA/QC) and Compliance
- Debris Management

EDUCATION

- B.S., Business, Virginia State University, Ettrick, VA, 1997

CERTIFICATIONS

- Licensed Realtor, State of Louisiana

HIGHLIGHTS

- ✓ **19 years of Public Assistance experience**, with extensive knowledge and experience writing PWs, conducting site visits of affected areas, and reviewing PWs for grant reimbursement and final closeout reconciliation.
- ✓ **Four years of experience with the Closeout Group** of the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness.
- ✓ **Prepared and submitted official letter** requesting approval for FEMA PAAP projects.
- ✓ **Has helped formulate appropriate appeals requests** for reconsideration of decisions regarding eligibility and assisted qualified subgrantees with proper submissions for any Community Disaster Loans, in accordance with state and federal guidelines.
- ✓ **Directs and oversees architectural and engineering (A/E) firms in developing scopes of work** for restoration. Prepares and submits resource request forms (RRFs) for reimbursement.
- ✓ **Served on several disasters as Senior Debris Field Coordinator** and Debris Recovery Project Manager throughout the states of Louisiana, Florida, North Carolina, South Carolina, Virginia, Georgia, Alabama, and Texas.
- ✓ **Awarded the City Park Improvement Association’s President’s Award** for efforts to support the recovery from Hurricane Katrina.

RELEVANT PROJECT EXPERIENCE

PA Specialist, Cameron Parish, LA, FEMA PA Program Management Services—HGA, Lake Charles, LA, September 2020–present

- Prioritizes damages according to categories of work for FEMA submission.
- Supports preliminary damage assessments (PDAs) to document damages from Hurricane Laura, including through use of high-resolution aerial imagery.
- Assists with reconciling insurance documentation and assists with identifying donated resources to help offset cost share.

Public Assistance Consultant, University of North Carolina Schools System, COVID-19 Response—IAF Consulting, Chapel Hill, NC, 2020–present

- Currently assists the UNC university system as needed with COVID-19 response and recovery for CARES Act and FEMA funding.

TRAINING

- FEMA Grants Portal—EMMIE-NEMIS, FEMA on-the-job training
- National Incident Management System (NIMS) 100, 200, 300, 400, 700, 800, FEMA Emergency Management Institute (EMI)
- Coronavirus Aid, Relief, and Economic Security (CARES) Act Training
- EMGRANTS PRO-Louisiana PA-MB3
- NC Real Estate Appraisal Course
- NC Home Inspector Course
- OPS 1 Project Officer Training
- Personnel Management Course
- Debris Operations I
- Time Management Training
- Hurricane Shelter Assessments & Evaluations

EMPLOYMENT HISTORY

- HGA, 2020–present
- IAF Consulting, 2017–2020
- Florida Disaster Consultants, 2017–2018
- Plexos Group, 2016–2017
- GCR, Inc., 2013–2016
- Witt Associates, October 2006–2013
- PBS&J (Atkins), March 2003–September 2006

Closeout Lead/Program Manager, Housing Authority of New Orleans (HANO), Disaster Recovery Support—IAF Consulting, New Orleans, LA, 2017–2020

- Assisted with efforts to close out PWs for all past disasters, including Hurricanes Katrina, Rita, Gustav, and Isaac.
- Prepared and submitted reimbursement requests, as needed, and requested for additional scope or cost alignment.

Public Assistance Consultant, University of North Carolina, Hurricane Florence Recovery—IAF Consulting, Wilmington, NC, 2018–2019

- Assisted with implementation of all aspects of the FEMA PA program in support of the University's Hurricane Florence recovery efforts.

Compliance Manager, City of Columbia, SC, Disaster Recovery Support—Landmark/Plexos Group, Columbia, SC, 2017–2018

- Reviewed all FEMA PWs and RRFs for accuracy and eligibility requirements.
- Ensured that project management and direct administrative cost (DAC) expenses were charged properly.

Closeout Specialist, Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) Strike Team—Florida Disaster Consultants, Baton Rouge, LA, 2017–2018

- Implemented the closeout procedures for Hurricane Katrina/Rita projects identified by GOHSEP.
- Worked directly with Louisiana Department of Transportation to prepare PWs for closeout.

Compliance Manager, East Baton Rouge Parish—Plexos Group, Baton Rouge, LA, 2016–2017

- Performed QA/QC reviews on all FEMA PWs and RRFs for accuracy and eligibility requirements; also ensured that project management and DAC expenses were charged properly.

Closeout Specialist Supervisor/Program Manager, GOHSEP, Disaster Recovery Closeout—GCR Inc., Baton Rouge, LA, 2013–2016

- Worked with GOHSEP's Closeout Section, managing and directing more than 80 PA and HMGP Closeout Specialists in closing four major declared disasters.

Closeout Specialist Supervisor, GOHSEP Closeout Section—GCR, Inc., Baton Rouge, LA, 2013–2016

- Managed a team of Closeout Specialists in administering GOHSEP's closeout policy and procedures and assisted with development of GOHSEP policy and procedures for closeout.

GOHSEP Closeout Specialist, Witt Associates, Baton Rouge, LA, 2012–2013

- Served all Louisiana applicants that were ready for project or disaster closeout.
- Conducted final reviews of all invoices, contracts, procurement, and other supporting documentation relating to FEMA PWs.

Beckie Northrop

Grant Manager



30 Years of Experience

AREAS OF EXPERTISE

- HUD Community Development Block Grant–Disaster Recovery (CDBG-DR)
- Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Programs
- Section 811 Project Rental Assistance (S811 PRA) Demonstration
- Rental Assistance Demonstration (RAD)
- Strategic Planning
- Urban Planning and Community Development
- Program Development and Evaluation

EDUCATION

- M.B.A., Organizational Development/Human Systems, George Washington University, Washington, DC, 1981
- B.A., International Affairs, George Washington University, Washington, DC, 1979

HIGHLIGHTS

- ✓ **More than 30 years of professional experience** in the field of community development and HUD-assisted housing.
- ✓ **Acted as start-up Program Director for the development and implementation of the Disaster Recovery Project-Based Voucher (PBV) Program** for disabled, at-risk homeless families in the Gulf region of Louisiana affected by Hurricane Katrina; this program was able to begin housing clients within 60 days.
- ✓ **Provided Public Housing Manager and RAD training** to the Guam Housing and Urban Renewal Authority, and RAD training to the Atlanta and Hagerstown Housing Authorities; trainees achieved a 98% pass rate.
- ✓ **Developed and implemented North Carolina’s CDBG-DR-funded Strategic Buyout Program** for those impacted by Hurricanes Matthew and Florence.
- ✓ **Developed Procedure Manual and Quality Assurance Plan** for the NY Rising Acquisition and Buyout Program administered by the NY Governor’s Office of Storm Recovery (GOSR).

RELEVANT PROJECT EXPERIENCE

Buyout Specialist, North Carolina Office of Recovery and Resiliency (NCORR), ReBuild NC Program—HGA, Raleigh, NC, June 2019–present, IEM, December 2018–March 2019

- Began development and implementation of the North Carolina CDBG-DR–funded Strategic Buyout Program for those impacted by Hurricanes Matthew and Florence.
- Worked with NCORR staff to develop and document the policies for the Buyout Program. Developed a strategy paper and tracker outlining policy issues requiring resolution
- Currently assisting with program implementation by researching regulatory requirements, assisting with multiple storm strategies, reviewing Standard Operating Procedures documents, etc.

HUD Training Provider, RP Northrop Associates, Guam and Atlanta, GA, 2015–2018

- Provided Public Housing Manager and RAD training to the Guam Housing and Urban Renewal Authority, and RAD training to the Atlanta and Hagerstown Housing Authorities.

Team Lead, HUD Technical Assistance—RP Northrop Associates, Charleston County, NC, 2015–2018

- Served as Team Lead for a HUD-sponsored effort to increase the organizational sustainability of the financially troubled Charleston County Housing and Redevelopment Authority.

EMPLOYMENT HISTORY

- HGA, March 2019–present
- IEM, December 2018–March 2019
- RP Northrop Associates Management Consulting, 1994–November 2018
- City of Philadelphia Office of Housing and Community Development, November 1985–June 1994
- Philadelphia Housing Authority, November 1984–November 1985

Technical Assistance, NC Managed Care Organization (MCO) Alliance Health, NC Transition to Community Living Voucher Program (TCLV)—RP Northrop Associates, North Carolina, 2017

- Helped NC Managed Care Organization (MCO) Alliance Behavioral Healthcare to implement a state-funded housing voucher program for persons with disabilities in response to an Olmstead-related lawsuit.

Technical Assistance, HUD, S811 PRA Program Evaluation—RP Northrop Associates, 2015–2016

- Helped to complete a 6-state Case Study Report as part of the evaluation of the new S811 Project Rental Assistance Program for persons with disabilities eligible for “The Money Follows the Person” or other Medicaid assistance.

Technical Assistance, HUD, Strong Cities, Strong Communities (SC2) Program, Assessment of Demolition System—RP Northrop Associates, Youngtown, OH, 2012–2013

- Developed improved business systems for demolition under the Strong Cities, Strong Communities (SC2) program. Demolition was funded by NSP, CDBG, city funds, and state funds.

Technical Assistance Provider, HUD, HOPE VI Projects—RP Northrop Associates, 1995–2013

- Provided urban planning, expediter, project management, and alternate administrator services to more than 20 HOPE VI projects nationwide.

Compliance Officer, NY GOSR, NY Rising Buyout Program—RP Northrop Associates, Albany, NY, 2009–2010

- Developed a Procedure Manual and Quality Assurance Plan for the NY Rising Acquisition and Buyout Program.
- Helped to perform file reviews to prepare for HUD audit. No findings resulted from the HUD audit.

Program Director, State of Louisiana, Project-Based Voucher Program (PBV) for Persons with Disabilities—RP Northrop Associates, Baton Rouge, LA, 2009–2010

- Acted as start-up Program Director for the development and implementation of the Disaster Recovery PBV Program for disabled, at-risk homeless families affected by Hurricane Katrina across the Gulf region of Louisiana.

Deputy Director, Policy and Planning, Office of Housing and Community Development, Philadelphia, PA, 1985–1994

- Responsible for developing the \$120 million annual CDBG budget and plan and for reviewing all developer requests for CDBG-LIHTC-funded project financing.

Catherine Sumpter

Grant Writer



11 Years of Experience

AREAS OF EXPERTISE

- FEMA Hazard Mitigation Assistance (HMA) Program Disaster and Non-Disaster Grants, including Hazard Mitigation Grant Program (HMGP)
- FEMA Public Assistance (PA) Program Grants
- HUD Community Development Block Grant–Disaster Recovery (CDBG-DR) Program
- CDBG Entitlement Programs
- Compliance Monitoring

EDUCATION

- B.A., History, Minor in Philosophy and Professional Writing, Spring Hill College, Mobile, AL, 2009

HIGHLIGHTS

- ✓ **More than 11 years of grant management experience**, specializing in HMA grant programs.
- ✓ **Extensive experience supporting all stages of HMGP grant administration**, including subapplicant review.
- ✓ **Currently administering approximately \$52 million in federal funds for housing projects** in multiple communities for the elevation, reconstruction, or acquisition of homes affected by natural disasters.
- ✓ **Successfully revamped the Lafayette Consolidated Government Elevation/Acquisition Project**. Project was previously stagnant; helped to get projects moving and to rebuild confidence with our client. The turnaround led to two new opportunities, one for a reallocation of HMGP funds and one for non-disaster funds.
- ✓ **Contributed to the successful application amendment for 30 additional properties in Plaquemines Parish** and the successful amendment for six additional properties in St. Bernard Parish.

RELEVANT PROJECT EXPERIENCE

Grant Manager, Louisiana Governor’s Office of Emergency Preparedness (GOHSEP), Program Management Assistance for Stafford Act – HMGP for Subrecipients—HGA, Baton Rouge, LA, 2020–present

- Provides grant management for a \$381 million mitigation program funded by FEMA HMGP grants.
- Performs outreach and application development: reaching out to the parishes to inform them of the availability of services under our contract with GOSHEP; participating in meetings and/or calls to discuss funding and potential projects.
- Keeps track of the status of the development, working on data collection; also created several tools being used for data collection with the parishes and developed a paper template of the digital application for input of data as it becomes available.
- Develops scopes of work and coordinates the signing of all required forms and documents.
- After data is gathered, inputs application narrative and attachments into the State’s LAHM system for submission.

TRAINING

- FEMA BCA Toolkit Version 6.0 Training
- FEMA Mitigation Courses (IS212.b, 276, 321, 393.b)
- FEMA E212: Developing Quality Application Elements
- FEMA IS-30.a: Mitigation eGrants for Subgrant Applicants
- Integrated Disbursement & Information Systems Training for CDBG Grantees, HUD
- Federal Labor Compliance Standard Course
- Environmental Review Course, HUD
- CDBG Basics; Training for Practitioners, HUD

EMPLOYMENT HISTORY

- HGA, November 2014–present
- St. Tammany Parish Government Department of Health & Human Services, 2009–2014
- Grant Writer and Research Assistant, Spring Hill College, Mobile, AL, 2007–2009

Grant Manager, Cameron Parish, FEMA PA Hazard Mitigation for Hurricane Laura—HGA, Baton Rouge, LA, 2020–present

- Supported development of the PA grant application for a \$50 million infrastructure mitigation program.
- Able to support program implementation upon FEMA approval of the application.

Grant Manager, Lafayette Consolidated Government, HMA Residential Housing Acquisition, and Elevation Projects—HGA, New Orleans, LA, 2018–present

- Revitalized stagnant project, reinstating workflows and ending work backlog.
- Built trust with client due to increased work efficiency.
- Shepherded two new opportunities for HMGP fund reallocation and non-disaster fund allocation.
- Monitors all aspects of hazard mitigation assistance for \$12.8 million HMA-funded housing program.
- Supporting 35 home acquisitions and 27 home elevations to date by coordinating with homeowners, contractors, engineers, architects, and local, state, and federal staff to carry out individual acquisition and elevation projects from inception to closeout.

Grant Manager, Plaquemines Parish, HMA Elevation and Reconstruction Projects and Infrastructure—HGA, Plaquemines Parish, LA, 2014–present

- Supporting 211 home elevation projects and 12 home reconstruction projects to date, from inception to closeout, and six infrastructure projects from application development through closeout.
- Conducted reviews of historic buildings and sites, requiring significant additional review and compliance according to Section 106 of the National Historic Preservation Act of 1966.
- Monitors all aspects of hazard mitigation assistance for a \$64.9 million housing mitigation program funded by HMA grants. Maintains budgets, reviews documents, conducts inspections, and processes and tracks invoices.
- Monitors all aspects of hazard mitigation assistance for a \$22.8 million infrastructure mitigation program funded by HMA grants. Monitors project compliance, develops applications, ensures contract procurement and execution, reviews invoices and reimbursement requests.
- Prepares and submits quarterly reports to the State agency, and to client as needed.

- Attends meetings as necessary to provide project updates and resolve issues.

Grant Manager, St. Bernard Parish, HMA Acquisition and Elevation Projects and Infrastructure—HGA, St. Bernard Parish, LA, 2014–present

- Monitors all aspects of hazard mitigation assistance for a \$31.6 million housing mitigation program and for a \$61.7 million infrastructure mitigation program, both funded by HMA grants.
- Supporting 46 home elevation projects and 186 home acquisitions projects to date, from inception to closeout, and supports 11 infrastructure projects from application development through closeout

Grant Manager, Ouachita Parish/City of West Monroe, HMA and PA Housing Acquisitions and Infrastructure—HGA, West Monroe, LA, 2019–present

- Monitors all aspects of hazard mitigation assistance for a \$4.7 million housing mitigation program funded by HMA grants and for a \$32 million infrastructure mitigation program funded by a combination of HMA and PA grants.
- Supporting 29 home acquisitions projects to date, from inception to closeout, and supporting closeout for 14 infrastructure projects.

CDBG Coordinator, St. Tammany Parish Government Department of Health & Human Services, Covington, LA, 2010–2014

- Monitored all aspects of CDBG projects.
- Drafted agreements, annual plans, and amendments for CDBG programs and projects.
- Drafted the Davis-Bacon Handbook for Parish use.
- Completed Integrated Disbursement and Information System (IDIS) training.
- Researched, drafted, and implemented new program policies to ensure federal compliance.
- Obtained and reviewed monthly status reports from grant subrecipients.
- Conducted monitoring visits at project sites for program management and compliance.
- Tracked program data for federal reporting. Prepared and submitted reports to federal government as required.
- Worked closely with community leaders and served as department liaison.
- Coordinated community service information in an effort to keep public informed. Worked with Community Development Specialist on public outreach efforts. Updated community resources lists, databases, and website for public information. Published monthly newsletter and brochures featuring community events and services.
- Collaborated on the creation and annual updating of the Department’s Emergency Management and Special Needs Shelter Plans.
- Coordinated and carried out all logistics of the Department’s Emergency and Special Needs Shelter Plans during activation for Hurricane Isaac.
- Served as essential personnel and manager at special needs shelter during activation. Oversaw all shelter activity during shift to ensure the safety and well-being of essential personal and patients sheltered at the facility.
- Coordinated post-disaster clean-up, breakdown, and reporting to Parish government and FEMA.
- Assisted Community Development Specialist with CDBG monitoring and reporting.

Community Action Outreach Worker, St. Tammany Parish Government, Department of Health & Human Services, Covington, LA, 2009–2010

- Received applicants, performed intake, and processed grant applications on all available programs.
- Maintained all grant documents. Prepared and filed Community Service Block Grant quarterly report.



11 Years of Experience

AREAS OF EXPERTISE

- Disaster Recovery
- FEMA Hazard Mitigation Assistance (HMA) Disaster & Non-Disaster Grants
- FEMA Public Assistance (PA) Program Grants
- HUD Community Development Block Grant–Disaster Recovery (CDBG-DR) Grant Administration
- Property Inspections
- Project Closeout

EDUCATION

- Coursework, Tulane University, New Orleans, LA, 2003–2005

HIGHLIGHTS

- ✓ **More than 11 years of experience administering grant projects** under various funding sources such as PA, HMA, CDBG, HPG, and SNAP.
- ✓ **Possesses expertise in all stages of hazard mitigation grant process.**
- ✓ **Provides technical assistance to grant subapplicants and subrecipients**, ensuring compliance with all program regulations.
- ✓ **Has provided comprehensive grant management services for eight government agency clients** covering seven disaster declarations.
- ✓ **Interfaces with clients and stakeholders** at all levels of the public and private sectors.

RELEVANT PROJECT EXPERIENCE

Grant Manager, Cameron Parish, FEMA PA Hazard Mitigation for Hurricane Laura—HGA, Baton Rouge, LA, 2020–present

- Monitors all aspects of hazard mitigation assistance for a \$50 million infrastructure mitigation program funded by PA grants.
- Supports preliminary damage assessments (PDAs) to document damage from Hurricane Laura, including high-resolution aerial imagery.
- Collects force account labor and documents the equipment used for emergency protective measures.
- Works with insurance companies and assists with scopes of repair for all damages.
- Provides technical assistance for procurement of contractors for permanent repairs.
- Supports development of project worksheets (PWs).

Grant Manager, East Baton Rouge Parish, HMA Elevation Program – Disaster & Non-Disaster – HGA, Baton Rouge, LA, 2021–present

- Monitors all aspects of hazard mitigation assistance and provides Technical Assistance for an \$8.7 million housing mitigation program funded by HMA grants.
- Supports 47 home elevation projects from inception to closeout.

TRAINING

- FEMA BCA Toolkit Version 6.0 Training, 2020
- FEMA IS-00393.b, Intro to Hazard Mitigation, 2018
- FEMA HMA Developing Quality Application Elements, 2018
- FEMA-IS-00321, Hurricane Mitigation Basics for Mitigation Staff, 2018
- FEMA Flood Insurance Rate Map, 2016
- FEMA IS-00212.a, Intro to Unified Hazard Mitigation Assistance, 2015
- FEMA IS-00212.b, Intro to Unified Hazard Mitigation Assistance (HMA), 2015
- FEMA-00276, Benefit-Cost Analysis (BCA) Fundamentals, 2015
- FEMA IS-0322, Flood Mitigation Basics for Mitigation Staff, 2015

PROFESSIONAL AFFILIATIONS

- Association of State Floodplain Managers
- Louisiana Floodplain Managers Association

EMPLOYMENT HISTORY

- HGA, November 2012–Present
- Volunteers of America Repairs on Wheels Program, 2010–2014
- Fairway Medical Surgical Hospital, 2000–2006

- Maintains detailed and accurate budgets for individual projects and overall grant funds.
- Conducts milestone inspections on site to guarantee grant compliance, processes invoice paperwork, and uploads documentation to web-based portals as required.
- Reviews project bid documents to ensure cost reasonableness, coordinates revisions to project scope, reviews contract documents, and facilitates the signing of all necessary paperwork.

Grant Manager, Louisiana Governor’s Office of Emergency Preparedness (GOHSEP), Program Management Assistance for Stafford Act – HMGP for Subrecipients—HGA, Baton Rouge, LA, 2020–present

- Provides technical assistance and grant management services for a \$381 million mitigation program funded by FEMA HMGP grants statewide.
- Manages all aspects of the housing projects, both elevation and acquisitions, from project award to closeout.
- Assists in developing project applications for multiple jurisdictions.
- Manages accurate budgets for individual projects and overall grant funds to ensure timely and accurate expenditure of grant funding. Oversees the construction of elevation projects and acquisitions and closings for grant compliance

Grant Manager, Ouachita Parish/City of West Monroe, HMA and PA Housing Acquisitions and Infrastructure—HGA, West Monroe, LA, 2019–present

- Monitors all aspects of hazard mitigation assistance for a \$4.7 million housing mitigation program funded by HMA grants and for a \$32 million infrastructure mitigation program funded by a combination of HMA and PA grants.
- Supporting 29 home acquisitions projects to date, from inception to closeout, and supports closeout for 14 infrastructure projects.
- Maintains detailed and accurate budgets for individual projects and overall grant funds to ensure the timely and accurate expenditure of grant funding.
- Reviews project bid documents to ensure cost reasonableness, coordinates revisions to project scope, reviews contract documents, and facilitates the signing of all necessary paperwork.

Grant Manager, City of Lafayette Consolidated Government, HMA Acquisition and Elevation Projects—HGA, Lafayette, LA, 2018–present

- Monitors all aspects of hazard mitigation assistance for \$12.8 million housing program funded by HMA grants.
- Supported 35 home acquisitions and 27 home elevations to date by coordinating with homeowners, contractors, engineers, architects, and local, state, and federal staff to carry out individual acquisition and elevation projects from inception to closeout.
- Successfully revamped the project, which was previously stagnant. Helped to get projects moving and to rebuild confidence with our client. The turnaround led to two new opportunities, one for a reallocation of HMGP funds and one for non-disaster funds.

Grant Manager, Plaquemines Parish, HMA Elevation and Reconstruction Projects and Infrastructure—HGA, Plaquemines Parish, LA, 2014–2021

- Monitored all aspects of hazard mitigation assistance for a \$64.9 million housing mitigation program and for a \$22.8 million infrastructure mitigation program, both funded by HMA grants.
- Supported 211 home elevation projects and 12 home reconstruction projects from inception to closeout, and supported closeout for 6 infrastructure projects.
- Two of the home elevations involved historic buildings or sites, requiring significant additional review.
- Maintained detailed and accurate budgets for individual projects and overall grant funds.
- Reviewed project bid documents to ensure cost reasonableness and made necessary revisions.
- Conducted milestone inspections on site to guarantee grant compliance, processed invoice paperwork, and uploaded documentation to web-based portals as required.

Grant Manager, St. Bernard Parish, HMA Acquisition and Elevation Housing Projects and Infrastructure—HGA, St. Bernard Parish, LA, 2014–2021

- Monitored all aspects of hazard mitigation assistance for a \$31.6 million housing mitigation program and for a \$61.7 million infrastructure mitigation program, both funded by HMA grants.
- Supported 46 home elevation projects and 186 home acquisitions projects from inception to closeout, and supported closeout for 11 infrastructure projects.
- Maintained detailed and accurate budgets for individual projects and overall grant funds to ensure the timely and accurate expenditure of grant funding.
- Reviewed project bid documents to ensure cost reasonableness, coordinated revisions to project scope, reviewed contract documents, and facilitated the signing of all necessary paperwork.
- Conducted milestone inspections on site to guarantee grant compliance, processed invoice paperwork, and uploaded documentation to web-based portals as required.

Specialist, City of Ruston, PA Disaster Advisory Services—HGA, Ruston, LA, April–June 2019

- Provided technical assistance to the City of Ruston to ensure that information describing work and its associated costs was captured and listed in the proper FEMA PA Category (A through G).
- Supported the City of Ruston by ensuring that all damages were documented and that accurate estimates to repair or replace damaged items were developed correctly.

- Provided guidance to ensure that the procurement process met local, state, and federal requirements.

Grant Manager, St. Tammany Parish, Residential Housing Elevation Projects—HGA, St. Tammany Parish, LA, January 2017–August 2017

- Monitored all aspects of hazard mitigation assistance, to include disaster and non-disaster funding for elevation projects.
- Coordinated with homeowners, contractors, engineers, architects, and local, state, and federal staff to secure and carry out individual elevation projects from inception to closeout.
- Reviewed project documents and made revisions as needed.
- Conducted milestone inspections on site to guarantee grant compliance, processed invoice paperwork, and uploaded documentation to web-based portals as required.

Project Coordinator, Repairs on Wheels, Volunteers of America—Greater New Orleans, St. Tammany Parish and Jefferson Parish, LA, 2010–2014

- Qualified the grant applicants and completed environmental assessments.
- Coordinated with homeowners, contractors, and local staff to secure and carry out individual minor rehabilitation projects from inception to closeout.
- Maintained detailed and accurate budgets for individual projects and overall grant funds to ensure the timely and accurate expenditure of grant funding.
- Prepared monthly billing and reports for funders and internal management.
- Reviewed files for grant compliance.
- Reviewed project documents for accuracy.
- Assisted the Program Manager with any other CDBG grant work as necessary.



26 Years of Experience

AREAS OF EXPERTISE

- Disaster Recovery
- Program Management
- Policy Compliance
- Funding Maximization
- Housing Programs
- Training
- Community Engagement
- FEMA, HUD, EPA, and Treasury Recovery Programs

EDUCATION

- Senior Executives in State & Local Government, Kennedy School of Government, Harvard University, 2008
- Graduate Coursework in Natural Resource Economics & Policy, University of Maine, Orono, ME, 1994
- B.A., Government and International Relations, University of South Carolina, Columbia, SC, 1990

HIGHLIGHTS

- ✓ **Created and ran the largest non-federal share local match program in the history of the CDBG-DR programs** by using HUD funds to match FEMA PA and HMGP and EPA storm mitigation loan projects.
- ✓ **Created housing programs and built recovery programs** for school systems, public housing authorities, utility providers, the small business community, the agricultural sector, and the fishing industry.
- ✓ **Experience creating and managing high-profile public programs and leading major disaster recovery efforts**, to include those for Hurricanes Katrina, Rita, Gustav, Ike, Sandy, Matthew, Irma, and Maria and the Deepwater Horizon BP Oil Spill.
- ✓ **Secured billions of dollars for recovery** through the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD).
- ✓ **Invited to give presentations and trainings** by FEMA, HUD, multi-agency federal task forces, non-profit organizations, and universities. Topics focused on innovative ways to maximize funding streams through the creation of match programs while developing programs that make communities more resilient through strong community engagement and inclusion.

RELEVANT PROJECT EXPERIENCE

Subject Matter Expert, North Carolina Office of Recovery and Resiliency (NCORR), HOPE Program Support—HGA, Baton Rouge, LA, November 2020–present

- Providing technical assistance support to the North Carolina Housing Opportunities and Prevention of Evictions (HOPE) Program, which provides critical funding to low-to-moderate-income households in the forms of emergency rental and utility assistance to prevent homelessness and improve housing stability during the COVID-19 pandemic.
- Provided subject matter expertise to help NCORR to determine awards.
- Led development of process for distributing funds to applicants, landlords, and participating utility providers. Working to help HGA reach its goal of ensuring that payments reach applicants within seven to ten days of eligibility determination.

EMPLOYMENT HISTORY

- HGA, December 2018–present
- Hagerty Consulting, September 2017–December 2018
- New York Governor’s Office of Storm Recovery (GOSR), October 2013–September 2017
- New Jersey Department of Community Affairs, July 2013–October 2013
- Ocean Conservancy, January 2011–December 2012
- Louisiana Recovery Authority (LRA), Office of Community Development Disaster Recovery Unit (OCD-DRU), 2006–January 2011
- South Carolina Department of Health and Human Services, 2003–2006
- Medical University of South Carolina, 2002–2003
- North Carolina Department of Revenue, 1998–2001
- Louisiana Department of Health and Hospitals, 1996–1997
- Louisiana Cooperative Extension Service, 1994–1996

- Provided expert guidance for expansion of HGA staff roles to replace community partners previously providing support for the program.

CDBG-DR Subject Matter Expert, Puerto Rico Department of Housing (PRDOH), Hurricanes Irma and Maria Recovery Programs—HGA, San Juan, PR, April–December 2019

- Provided strategic guidance to the executive staff of PRDOH and the Central Office for Recovery, Reconstruction, and Resiliency (COR3) on ways to maximize CDBG-DR and FEMA funds and meet the Commonwealth’s recovery objectives.
- Drafted and developed the policy and procedure manuals for five CDBG-DR infrastructure programs.
- Oversaw a team that created a document library with more than 100 distinct HUD-compliant, 2 CFR 200-compliant forms, checklists, and documents for recovery programs to use.
- Drafted language for the Substantial Action Plan Amendment to ensure that program implementation would be HUD-compliant. Also provided draft language for legal documents needed by local governments and Commonwealth agencies so that subrecipient agreements and memoranda of understanding would provide flexibility while complying with 2 CFR 200.

CDBG-DR Practice Lead, State of North Carolina, Hurricane Matthew Recovery Programs—Hagerty Consulting, Raleigh, NC, 2017–2018

- Provided subject matter expertise to help the State of North Carolina implement a \$236 million disaster recovery program using HUD CDBG-DR funds, focused on restoration and repair of public and private housing impacted by Hurricane Matthew.
- Provided strategic guidance to the State on how to design and implement its suite of housing and infrastructure programs to remain CDBG-DR-compliant.
- Provided technical assistance to State and county staff and contractors on how to implement housing and infrastructure programs. Trained call center staff to help homeowners apply for housing programs.
- Provided strategies to the State on how to maximize funds to implement a FEMA 428 program for severely impacted Public Housing Authorities and on how to use CDBG-DR home buyouts as match for FEMA’s HMGP.

Managing Director, Infrastructure and Local Government Programs, New York Governor's Office of Storm Recovery (NY GOSR), Albany, NY, 2013–2017

- Created, developed, and managed recovery programs using \$1.3 billion of HUD CDBG-DR funds provided to the state to address recovery needs from five disasters: Hurricane Sandy, Hurricane Irene, Tropical Storm Lee, the 2013 Floods, and Winter Storm Nemo.
- Created, developed, and directed a team that ran the largest non-federal share “local match” program in CDBG-DR history, coordinating the use of HUD CDBG-DR funds as match for projects in FEMA’s PA, HMGP, and IA programs and the EPA’s Storm Mitigation Loan Program (SMLP). This funding aided more than 1,500 units of government, schools, public utilities, energy providers, roads, housing authorities, and first responder facilities.
- Worked with multiple stakeholders to use CDBG-DR and other federal funds to help the recovery process, including the \$830 million repair of Bay Park Sewage Treatment Plant using FEMA 428 Public Assistance Alternative Procedures (PAAP) funds.
- Engaged with HUD’s Office of Community Planning and Development (CPD) staff on program design, policy, and HUD compliance issues for infrastructure and local government programs.
- Managed and directed a team that used NOAA disaster recovery funds to assist the recreational and commercial fishing sectors impacted by Hurricane Sandy. Ensured that the program did not result in a duplication of benefit with other NOAA, HUD CDBG-DR, or Small Business Administration (SBA) program funds.
- Drafted and helped to develop HUD action plans and quarterly progress reports (QPRs) and set up activities in HUD’s DRGR system.
- Invited by HUD to provide training to other CDBG-DR grantees in New Orleans and Chicago on how to coordinate HUD and FEMA funding to address recovery needs.

Assistant Director for Recovery Programs, Sandy Recovery, New Jersey Department of Community Affairs, Trenton, NJ, 2013

- Established programs so that New Jersey could access HUD CDBG-DR funds to address infrastructure, local government, and small business recovery needs following Hurricane Sandy using roughly \$600 million of CDBG-DR allocation.
- Conducted site visits of disaster housing program intake centers to assess, streamline, and improve customer service.
- At the direction of the Secretary, led the effort to relocate the CDBG-DR housing program call center from Florida to New Jersey to improve customer service experience for impacted homeowners, identifying and using a veteran-owned business.
- Helped to draft HUD action plans and QPRs and set up DRGR system activities.
- Communicated and engaged frequently with HUD CPD staff and NJ Governor’s Office of Recovery and Rebuilding (GORR) on program design, policy, and HUD compliance issues for newly created disaster recovery programs.
- Developed policy and procedures and operating manuals necessary for recovery programs to become operational.
- Directed teams of consultants and state staff working on long-term planning needs and focused on economic and community development, transportation-based microgrids, county and local government initiatives, and non-federal share programs.

- Assisted finance team with review of housing program vouchers to speed payments to impacted homeowners.

Senior Policy Analyst & Government Affairs Manager, Ocean Conservancy, Deepwater Horizon Gulf Restoration Program, 2011–2012

- As a result of the 2010 Deepwater Horizon/BP oil spill, served as lead regional government affairs manager for five Gulf coast states. Developed strategies to provide support necessary for Congress to secure passage of the RESTORE Act, which ensured that over \$20 billion in fines and 80% of Clean Water Act penalties generated from the BP oil spill, were returned to the Gulf coast states for projects to address environmental restoration and economic recovery.
- Invited by President Obama's appointed Federal Task Force to represent all gulf coast NGOs when the Gulf Coast Ecosystem Restoration Task Force released its final strategy document for the region.
- Secured partnerships across the Gulf of Mexico with non-traditional environmental allies, including local and municipal governments, chambers of commerce, economic development agencies, fishing, tourism, and business.
- As the senior policy analyst, helped to put Citizen Advisory Committees in place at the state and federal levels. Conducted considerable outreach, public speaking, and relationship-building with state and local government leaders from both political parties, engaging frequently with the federally created Natural Resource Damage Assessment (NRDA) Trustee Council.

Policy Director, Louisiana Recovery Agency/Office of Community Development, 2006–2011

- Served in multiple roles of increasing responsibility, through Policy Director. Secured funding, established principles, and created recovery programs to rebuild Louisiana following Hurricanes Katrina, Rita, Gustav, and Ike.
- Identified and helped to remove a bottleneck in the FEMA PA program slowing the rebuilding of projects following Katrina. Over \$650 million of FEMA PA projects valued at \$1 million or more were stuck in FEMA review queues despite statutory deadlines to review or obligate funds. Led a campaign working with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Congressional delegation, and LRA board to remove the bottleneck. Developed tracking mechanism to prevent recurrence.
- Developed recovery programs, allocations, and justifications for over \$2 billion in CDBG -DR funding to help local governments implement community-driven recovery programs and to address recovery needs of key industries.
- Developed recovery program, allocation, and justifications that provided \$247 million in FEMA funds augmented by CDBG-DR funds to repair impacted public school districts.

Director of Planning and Research/Senior Consultant, South Carolina Department of Health & Human Services, Columbia, SC, 2003–2006

- Created and directed a new financial research unit that forecast the state's \$4.3 billion Medicaid budget.
- Helped to develop and implement strategies that modernized the agency's health information technology systems.
- Led efforts to implement a non-emergency transportation network.



Economist/Finance Analyst, North Carolina Department of Revenue, Raleigh, NC, 1998–2001

- Conducted economic research and prepared financial estimates, forecasts, and projections of revenue streams using quantitative and qualitative techniques.
- Drafted a report analyzing the effectiveness of the state’s regionally tiered economic development tax credit program and provided recommendations for small businesses that were incorporated into the program.



Michelle Smith

Grant Manager



21 Years of Experience

AREAS OF EXPERTISE

- Disaster Recovery
- HUD Community Development Block Grant (CDBG) Programs
- Environmental Review
- Davis Bacon Labor Compliance
- Uniform Relocation Act (URA)
- Grant Management
- Fair Housing
- Reporting

EDUCATION

- University of Maryland
- St. Phillip's College
- Western Governors University

HIGHLIGHTS

- ✓ **Administered and completed** several CDBG programs.
- ✓ **Experienced in all phases of CDBG administration**, including procurement, labor regulations, fair housing, Section 504, record-keeping, and reporting.
- ✓ **Serves as primary point of contact** with Infrastructure division of Louisiana Office of Community Development (OCD) for CDBG-DR Grant Management Services. .
- ✓ **Directly assists troubled grantees** by providing technical assistance and support to correct monitoring findings and improve performance.
- ✓ **Capable of managing multiple projects concurrently** in an effective and efficient manner.
- ✓ **Worked with Calcasieu Parish Police Jury** on their CDBG-DR Programs for Hurricanes Katrina, Rita, Gustav, and Ike.

RELEVANT PROJECT EXPERIENCE

Project Manager, Louisiana OCD, Coastal Protection and Restoration Authority (CPRA) Gustav/Ike Recovery Program—PAE, July 2014–present

- Primary point of contact for CPRA related to management of their Gustav/Ike CDBG Disaster Recovery allocation.
- Conducts forensic review and reconstruction of program files, coordinates with CPRA staff to review invoices and prepare Requests for Payment for eligible expenditures, prepares project applications and amendments, assists with subgrantee monitoring, and provides general program management and oversight.

Project Manager, Louisiana OCD, CDBG-DR Programs—PAE, July 2014–present

- Serves as primary point of contact for OCD staff.
- Works with OCD to develop task orders, including scopes of work and deliverables.
- Helps prepare for HUD monitoring.
- Coordinates invoicing and payment process for contract.
- Provided day-to-day management and oversight of subcontractors, including work assignments, review of deliverables, and coordination of service delivery.



TRAINING

- Multiple CDBG Trainings and Workshops
- HUD Environmental Review Record (ERR) Trainings and Workshops
- Davis Bacon Labor Compliance Workshops and Training
- HUD Uniform Relocation Act (URA) Training

Grant Manager, Calcasieu Parish Police Jury, Hurricanes Katrina, Rita, Gustav, and Ike CDBG-DR—PAE, Calcasieu Parish, LA, 2008–present

- Serves as primary point of contact for CPPJ throughout their K/R Program and their G/I Program.
- Works to gather information required for pre-application and application development for disaster recovery projects.
- Assists with preparation of ERRs, reviews invoices and prepares Requests for Payment, prepared Recovery Proposal and subsequent Amendments, prepared of Tier 1 budget revisions.
- Participated in progress meetings with Parish and OCD, and conducted overall program management and oversight.
- Provided technical assistance on monitoring Subgrantees.

EMPLOYMENT HISTORY

- Pan American Engineers, 2000–present

EDUCATION

Bachelor of Science | 2006 |
Civil Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | TX License No. 111792

PERSONAL BIO

Ms. Wilson is a Grants Manager and licensed professional Civil Engineer with more than **16 years of experience** of grant administration and project management for publicly funded infrastructure projects .

PROJECT EXPERIENCE

LOUISIANA WATER SECTOR PROGRAM, ARPA – GRANT APPLICATION, 2022 CONSOLIDATED SANITARY SEWER IMPROVEMENTS BELLE ROSE, LA

Ms. Wilson served as the Grant Writer responsible for developing the funding application to the Louisiana Water Sector Program on behalf of Assumption Parish. The improvements consist of a new resilient and sustainable consolidated sewer collection system for approximately 125 resident connections along Ewell and Virginia Lanes. The residences are currently served by individual household treatment systems with effluent reduction waivers allowing flow into the adjacent ditch system and ultimately contributing to contamination of Bayou Lafourche. The upgrades include installation of sewer pipe, lift stations and significant expansion of the existing plant to accommodate the additional flow. This project directly benefits area residents as well as the 300,000 residents of the 5-parish region served by Bayou Lafourche. The project has been recommended for award by the Louisiana Office of Community Development and approved by the Louisiana Water Sector Commission.

AIRPORT TERMINAL PROGRAM, IIFA – GRANT APPLICATION, 2022 NEW AIRPORT TERMINAL BUILDING SOUTH LAFOURCHE LEONARD MILLER, JR. AIRPORT (GAO), GALLIANO, LA

Ms. Wilson served as the Grant Writer responsible for developing the funding application to the Federal Aviation Administration on behalf of the Greater Lafourche Port Commission. The improvement consists of construction of a new, resilient and sustainable executive level Terminal at GAO. The project will allow for improved customer service and connectivity as well as the opportunity to attract new business for travelers across the Gulf, into and through south Louisiana. The project provides local, regional and national benefit and is currently awaiting award announcements for the FY2023 ATP.

AVIATION DEVELOPMENT PROGRAM MANAGER – 2013-2022 LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT BATON ROUGE, LA

Ms. Wilson was responsible for the oversight, development and management of the \$28M Airport Construction and Development Priority Program which included annual development, review, implementation and management of the aviation grant program for 69 Louisiana public-use state system airports. Her responsibilities also included providing assistance in pursuit of alternative funding.

EDUCATION

Masters of Science | 2016 | Civil Engineering

Bachelor of Science | 2010 | Civil Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | LA License No. 39647

PERSONAL BIO

Mr. Jeanice is the Lead Engineer for Flood Control with more than **13 years of engineering experience** in civil and **flood protection projects**, which includes **project management**, construction administration, engineering and design, design reports, and developing operation and maintenance plans. The majority of this experience has come from working with Terrebonne Parish Consolidated Government and Terrebonne Levee & Conservation District on **flood protection projects** with a focus on pump station, floodgate, and lock systems design and construction management.

PROJECT EXPERIENCE

BAYOU TERREBONNE LOCK MONTEGUT, LA

Mr. Jeanice performed Project Management duties consisting of developing original construction estimate and engineering fee proposal, coordinating project design components, leading project team meetings, managing project budget, coordinating with client, coordinating with engineering subs, and project scheduling for the design of a braced floodwall system with miter gates. Mr. Jeanice also was Project Manager over the Construction Management portion of the project.

ELLIOT JONES DRAINAGE CONVEYANCE & PUMP STATION GIBSON, LA

Mr. Jeanice performed Project Management duties consisting of developing original construction estimate and engineering fee proposal, coordinating civil site work and structural design components, leading project team meetings, managing project budget, coordinating with client, coordinating with engineering subs, and project scheduling for 1000 cfs pump station and conveyance channel.

HANSON CANAL DRAINAGE CONVEYANCE & PUMP STATION GIBSON, LA

Mr. Jeanice performed Project Management duties consisting of developing original construction estimate and engineering fee proposal, coordinating civil site work and structural design components, leading project team meetings, managing project budget, coordinating with client, coordinating with engineering subs, and project scheduling for 1000 cfs pump station and conveyance channel.

PETIT CAILLOU LOCK TERREBONNE PARISH, LA

Mr. Jeanice performed project management duties consisting of developing original construction estimate and engineering fee proposal, coordinating project design components, leading project team meetings, managing project budget, coordinating with client, coordinating with engineering subs, and project scheduling for the design of a new miter gate structure, consisting of the fabrication and installation of two (2) steel double leaf gates that rest on a pile supported, 4 ft. thick concrete sill slab. In addition, 173 linear ft. of steel sheet pile wall was driven with all sheet pile braced with plumb-batter pipe pile connections (14" & 12" diam.).

EDUCATION

Master of Science | 2007 | Civil Engineering

Bachelor of Science | 2004 | Civil Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | LA License No. 37133

PERSONAL BIO

Mr. Donnes has **12 years of specialized structural design experience**. Mr. Donnes is a registered civil engineer as well as a registered Structural Engineer in the State of Louisiana. He is proficient in design and analysis of steel, timber, concrete, and aluminum structures.

PROJECT EXPERIENCE

MINORS CANAL MITER FLOODGATE BAYOU BLACK, LA

Mr. Donnes was the Senior Structural Engineer for the design of a 56' wide miter gate and concrete monolith with braced floodwalls, fenders, generator building, control house, and required levee tie-ins as well as access road. The project is located just north of the GIWW on Minors Canal and will be a part of the Reach A Segment of the Morganza to the Gulf System.

BAYOU TERREBONNE LOCK MONTEGUT, LA

Mr. Donnes was the Senior Structural Engineer responsible for preparation of a preliminary study report and preliminary and final design of a Miter Gate. Proposed Lock System Project includes double Leaf Miter Gate. He is currently preparing preliminary design for the addition of a 600 cfs pump station. This project is part of the Morganza to the Gulf Levee System.

HANSON CANAL DRAINAGE CONVEYANCE & PUMP STATION GIBSON, LA

Mr. Donnes served as the Sr. Structural Lead for this 1,000 CFS pump station project and provided Engineering Design support during Construction and is responsible for overseeing all structural design components of this project. This project is part of the Morganza to the Gulf Levee System.

PETIT CAILLOU LOCK TERREBONNE PARISH, LA

Mr. Donnes served as the Sr. Structural Lead for the design of a new miter gate structure, consisting of the fabrication and installation of two (2) steel double leaf gates that rest on a pile supported, 4 ft. thick concrete sill slab. In addition, 173 linear ft. of steel sheet pile wall was driven with all sheet pile braced with plumb-batter pipe pile connections (14" & 12" diam.).

BUTCH HILL PUMP STATION LAFOURCHE PARISH, LA

Mr. Donnes is the Structural Lead for the 1,200 cfs capacity drainage pump station. The new Butch Hill pump station will house a total of eight (8) vertical line shaft pumps which will be driven by both diesel engines and electric motors. Two diesel generators will be installed as a backup to the electric motors in case of a power outage. The drives for the pumps will be located inside a two-story building to provide weather protection to the equipment and personnel while doing routine maintenance.

EDUCATION

Bachelor of Science | 2002 |
Environmental Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | LA License No. 37243

LSI | LA License No. 548

PERSONAL BIO

Mr. Loeske is a principal, registered professional engineer of the prime consultant with more than **20 years of experience** in **civil/transportation engineering**, preparation of **roadway design** plans to LA DOTD standards. Mr. Loeske has professional experience since 2002, where he has developed, delivered, and managed complex roadway projects for state and local agencies. He has managed multiple **roadway projects** from minor intersection improvements to interstate widening projects involving bridge widening and interchange overpass and ramp modifications, drainage design and lighting systems design.

PROJECT EXPERIENCE

HOLLYWOOD ROAD EXTENSION AND BRIDGE

HOUMA, LA

Mr. Loeske serves as the transportation lead responsible for providing oversight for all necessary engineering and related services required to design a new bridge over bayou black providing a connection from MLK BLVD to la 182 via the Hollywood road extension. This proposed bridge will consist of 3-lanes and pedestrian facilities. Mr. Loeske assisted on the design, QA of plan and profile sheets, typical sections, summary of quantities, construction sequencing, and will serve as the engineer of record for this project.

ASHLAND LANDFILL ROAD

TERREBONNE PARISH, LA

Mr. Loeske served as project manager for this project that consisted of improving approximately 4500 linear feet of an existing gravel-surface access road at the Ashland landfill in Terrebonne parish, Louisiana. The proposed improvement will consist of upgrading the existing gravel-surface road to a new 2-lane undivided Portland cement concrete pavement (pccp). This project also consisted of pavement patching, panel replacement, drainage improvements, utility relocations, access improvements into the landfill facilities, and upgraded a public boat launch along the corridor

FALGOUT CANAL ROAD IMPROVEMENTS

ASCENSION PARISH, LA

Mr. Loeske served as the project manager on this project. GIS provided professional engineering services inclusive of surveying, preliminary design, final plan development, bidding, and construction administration for the improvement recommendations of Falgout canal road in Terrebonne parish. Mr. Loeske oversaw the developed of alternatives for the rehabilitation of the roadway, including a cost benefit analysis. For the recommended alternative GIS provided detailed roadway construction documents.

I-12: LA 21 TO US 190, LADOTD

ST. TAMMANY PARISH, LA

Project Manager responsible for providing oversight for all necessary engineering and related services required to widen and rehabilitate approximately 6 miles of I-12 to the median side from a four-lane freeway section in both East and West bound directions, including auxiliary lanes connecting Pinnacle Parkway across the Tchefuncte River to US 190.

EDUCATION

Master of Science | 1985 | Civil Engineering

Bachelor of Science | 1983 | Civil Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | LA License No. 24038

PLS | LA License No. 4669

PERSONAL BIO

Mr. Plaisance is the **Lead Professional Engineer for Potable Water** with over **35 years of experience** as a Louisiana Registered Civil Engineer and a Licensed Land Surveyor. Mr. Plaisance has provided surveying and designed utility improvements such as **water lines**, booster stations, and sewer systems.

PROJECT EXPERIENCE

WATER LINE RELOCATION AT HIGHWAY 1 IN GOLDEN MEADOW GOLDEN MEADOW, LA

Mr. Plaisance served as the project engineer on this project. He was responsible for coordination with the client. He was responsible for the design of all elements of the project, including the topographic survey and the construction administration of the project. The project consisted of installing approximately 130 linear feet of 14" PVC waterline, 270 linear feet of 18" PVC waterline, 860 linear feet of 20" pe and PVC waterlines, 1,390 linear feet of 22" pe waterline, and four bored highway crossings with a combination of open cut and jack and bore configurations with and without casings.

WATER LINE REPLACEMENT: CLIFF'S LANE GOLDEN MEADOW, LA

Mr. Plaisance served as the project engineer on this project. He was responsible for coordination with the client. He was responsible for the design of all elements of the project, including the topographic survey and the construction administration of the project.

GRAND ISLE STATE PARK MAIN WATER LINE REPLACEMENT GRAND ISLE, LA

Mr. Plaisance served as the project manager on the replacement of the water lines throughout grand isle state park in Jefferson Parish, LA. Mr. Plaisance was responsible for the design of all elements of this project and provided all surveying.

LEEVILLE BOOSTER NO. 1 TO GOLDEN MEADOW FLOODGATE LAFOURCHE PARISH, LA

Mr. plaisance served as the project engineer on this project. He was responsible for coordination with the client. He was responsible for the design of all elements of the project, including the topographic survey and the construction administration of the project. this project consisted of the installation of 17,400 linear feet of 18" water line and 1,750 linear feet of 36" water line, located in Lafourche Parish, Louisiana. the project had a total cost of \$2.97m split into two phases over a total contract time of 450 calendar days.

EDUCATION

Bachelor of Science | 2009 | Civil Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | LA License No. 40859

PERSONAL BIO

Mr. Gonya is the Lead Professional Engineer for Bridges with over **12 years of experience** in **Bridge Design** in Louisiana, and the preparation of bridge design plans to LA DOTD standards. Mr. Gonya is an experienced Bridge Design Engineer and Project Manager who brings a wide array of knowledge consisting of culvert designs, bridge designs, rehabilitations, preventative maintenance, and bridge widenings involving both rural and urban areas.

PROJECT EXPERIENCE

VALENTINE BRIDGE

LAFOURCHE PARISH, LA

Mr. Gonya served as the lead bridge designer for the new bridge and provided initial inspections of the existing bridge. The proposed bridge will be upgraded to consist of a wider 32' width to allow for DOTD standard 12' lane width, pedestrian walkway, and safe two-way traffic. The proposed bridge will have an upgraded load rating to allow for emergency vehicle traffic via the bridge such as Lafourche Parish ambulances and firetrucks. The mechanical system will incorporate updated winching standards as to remove the winch from being suspended across the marine channel throughout the operation of the bridge.

HOLLYWOOD ROAD EXTENSION AND BRIDGE

HOUMA, LA

Mr. Gonya is the lead bridge designer for the project designing a new bridge over bayou black providing a connection from MLK BLVD. To la 182 via the Hollywood Road extension. This proposed bridge will consist of 3-lanes and pedestrian facilities. Mr. Gonya lead the design, QA of plan and profile sheets, typical sections, summary of quantities, construction sequencing, and will serve as the engineer of record for this project.

LADOTD LOAD RATING CONTRACT – LADOTD STATEWIDE

Mr. Gonya served as a Project Engineer for the load rating of over 600 bridges in various Parishes for LADOTD. He developed procedures and methods for the load rating of various structures and various deteriorated states. He worked closely with LADOTD to update and verify information in the BDEM section 6 load rating chapter. These ratings often required further information be gathered from the field, so Josh oversaw field inspections to collect pertinent data.

MAYFIELD BRIDGE REHABILITATIONS

TERREBONNE PARISH, LA

Josh served as the Lead Inspector and Lead Designer for these two bridge projects. Josh was responsible for the inspection and design of repairs for two Mayfield bridges near Dulac LA. These bridges were damaged from hurricane storm surge and needed emergency inspection and repairs. Josh supervised site inspections, designed cost effective appropriate repairs and oversaw the plan production to expedite the project delivery and repairs to the bridges.

EDUCATION

Bachelor of Science | 2008 | Civil Engineering

PROFESSIONAL REGISTRATION

Civil Engineer | LA License No. 37243

PERSONAL BIO

Mr. Keiser is a Professional Engineer with over **15 years of experience** as a Louisiana Registered Civil Engineer. Mr. Keiser has provided engineering design support for **sewer lift station projects** as well as several storm sewer and drainage projects.

PROJECT EXPERIENCE

MLK BLVD SEWER LIFT STATION

HOUMA, LA

GIS Engineering produced plans, specifications and cost estimates for a new sewer lift station, force and gravity main sewer lines, ROW acquisition, LA DOTD driveway permits, and jacking and boring of pipe beneath LADOTD roadways. Mr. Keiser served as the QA/QC and Construction Manager responsible for reviewing and revising the project design as well as overall project construction management.

NAQUIN SEWER LIFT STATION

HOUMA, LA

GIS Engineering designed the removal and replacement of an existing sewer lift station as well as force and gravity main sewer lines and removal and replacement of concrete roadways above the sewer mains. Mr. Keiser was the Project Manager and Engineer of Record responsible for entire project design, execution, and construction management.

NORTH THIBODAUX WASTEWATER TREATMENT PLANT

CITY OF THIBODAUX

The City of Thibodaux needs to add a new wastewater treatment plant to handle the expansion of Thibodaux north of Bayou Lafourche. This project involved designing new wastewater treatment plant. Mr. Keiser provided all construction management tasks

SOUTH THIBODAUX WASTEWATER TREATMENT PLANT LAGOON DREDGING

CITY OF THIBODAUX

The City of Thibodaux South wastewater treatment plant aeration pond system failed and needed to be dredged. This project involved designing dredging of aeration pond and working with DHH for disposal. Mr. Keiser was the Project Manager/Engineer of Record/Design Engineer responsible for the entire project design, execution, and construction management.

SEWER INFILTRATION PREVENTION AND REHABILITATION PROJECT

HOUMA, LA

Mr. Keiser served as the Project Manager/Engineer of Record responsible for entire project design, execution, and construction management. The project team identified, cleaned, and rehabbed Terrebonne Parish's sewer pipes (clay pipes) in historic Downtown Houma by use of Cured in Place Pipe (CIPP) method.

EDUCATION

PhD | 1993 | Geoscience

MPhil | 1988 | Geochemistry

Master of Science | 1984 | Geology

Bachelor of Science | 1982 | Geology

PROFESSIONAL REGISTRATION

Geoscientist | LA License No. 1217

PERSONAL BIO

Dr. Mohan has over **30 years of permitting** and project management experience and is a certified Project Management Professional (PMP), and Wetland Delineator. He is an **expert in Permitting & Regulatory Compliance** including NEPA documentation and mitigation planning, with over 15 years of experience in stakeholder coordination/public involvement.

PROJECT EXPERIENCE

UPPER DELTA WATERSHED PLAN/ ENVIRONMENTAL ASSESSMENT POINTE COUPEE PARISH, LA

GIS is working to prepare a hydrologic and hydraulic analysis as part of the Watershed Plan and EA for the Upper Terrebonne Basin Watershed using HEC HMS for storm water runoff calculations and HEC RAS for required channel improvements. The total flood protection project area encompasses seven HUC 12 watersheds totaling approximately 225,072 acres.

ASHLAND LANDFILL WATER MONITORING PROJECT HOUMA, LA

Dr. Menon is leading the monitoring of 14 ground water wells bi annually as per LDEQ's requirements. As the Project Manager Dr. Mohan directs the sampling and analysis of water samples. A report is developed after every sampling and submitted to LDEQ. Also, on behalf of LDEQ, GIS performs inspections of the wells to make sure that they are in good shape.

ELLIOT JONES DRAINAGE PUMP STATION GIBSON, LA

Dr. Menon Dr. Menon was responsible for obtaining the necessary environmental permits for the proposed 1,000cfs pump station including LDNR: Joint Application Permit- Coastal Use Permit 9CUP), USACE: Department of the Army Permit (404 and Section 10, LDEQ: Water Quality Certification 9WQC).

HANSON CANAL DRAINAGE PUMP STATION GIBSON, LA

Dr. Menon Dr. Menon was responsible for obtaining the necessary environmental permits for the proposed 1,000cfs pump station including LDNR: Joint Application Permit- Coastal Use Permit 9CUP), USACE: Department of the Army Permit (404 and Section 10, LDEQ: Water Quality Certification 9WQC).

BAYOU PETIT CAILLOU DRAINAGE PUMP STATION CHAUVIN, LA

Dr. Menon Dr. Menon was responsible for obtaining the necessary environmental permits for the proposed 450cfs pump station including LDNR: Joint Application Permit- Coastal Use Permit 9CUP), USACE: Department of the Army Permit (404 and Section 10, LDEQ: Water Quality Certification 9WQC).



Christy Ogden

Grant Writer



SENIOR GRANT WRITER

EDUCATION

Louisiana State University
Bachelors of Accounting

EXPERIENCE

QES 1 Year
Total 18 Years

CONTACT

(225) 698-1600
cogden@qesla.com

Ms. Ogden has extensive leadership and hazard mitigation experience in traditional Hazard Grant Mitigation and Non-Disaster Grant Programs. She has developed, trained and presented learning tools at the Louisiana Hazard Mitigation Road shows. She has successfully supervised more than 100 project applications across Louisiana for drainage, elevations, reconstructions and elevations in excess of \$ 360 million in newly approved and awarded grant applications . She also provided technical assistance and oversight for the Pre- Disaster Mitigation Grant Program (PDM), Floodplain Mitigation Assistance Grant Program, and the Hazard Mitigation Grant Program (HMGP).

Grants Project QA/QC Manager — Quality Engineering & Surveying

Technical assistance to parish officials and applicants on the full spectrum of FEMA HMA programs. She provides visibility, develops local knowledge of all mitigation programs, and is able to expedite the recovery process, resolve problems in the field. In addition to providing application development assistance, Ms. Ogden is able to interpret processes, policies, and procedures pertaining to FEMA's HMA programs. She is able to identify short and long- term problems that could affect delivery of the mitigation assistance program.

Tangipahoa Parish

HMGP Acquisition/Elevation & Drainage – 5 Projects
25 Elevations, 11 Acquisitions, 3 Drainage
24 properties completed and 12 currently in process.
Working with the homeowners, as well as contractors to ensure mitigation is completed in accordance with State and Federal guidelines.

GOHSEP ~ Closeout Team Leader

Guidance and oversight to the Closeout Specialists preparing documentation, invoices, and information to request reimbursement or close out of Hazard Mitigation



Zachary Gibbons

Grants Writer



GRANT WRITER

EDUCATION

Louisiana State University
Bachelors of Science with
a Minor in Business

EXPERIENCE

QES 2 Years
Total 2 Years

CONTACT

(225) 698-1600
zgibbons@quesla.com

Mr. Gibbons has worked with Hazard Mitigation Grant Programs regarding state declared disasters and Flood Mitigation Assistance grants amongst multiple areas including Rapides Parish, Acadia Parish, St. Mary Parish, and Iberia Parish. Mr. Gibbons am experienced in both the development, approval, and closing of grant applications with knowledge of the necessities and requirements needed for a complete and well managed application. Through the grant application and approval process Mr. Gibbons have been responsible for outreach of applicants to increase awareness of grant opportunities and mitigation strategies. Mr. Gibbons play a key role in the maintenance and organization of application documentation and budgetary information that is submitted to the Governor's office of Homeland Security and eventually to the FEMA. Furthermore, Mr. Gibbons have used disaster funded grants to improve and mitigate projects such as saferoom and 911 centers as well.

Mr. Gibbons serves as the Grant Project Manager for all ongoing St. Mary Parish Grant Projects and monitors all quarterly reports required by FEMA for status on all ongoing projects.

Hazard Mitigation Grant Program 4458-5 Lantz Donahoe Drainage Project (Hurricane Barry Disaster)
Application submitted on behalf of St. Mary Parish to increase culvert size and improve the pumping station in the Bayou Vista Community to reduce flooding amongst the community. Successfully submitted and working towards approval of its application review with communication with the state and federal government.

Hazard Mitigation Grant Program 4080-18 St. Mary 911 Center and Saferoom (Hurricane Isaac)
Successfully submitted and rewarded approval with work towards a total project cost of \$965,350.65. Construction costs were allocated towards a 911 center and a new saferoom for emergency operation personnel.

Flood Mitigation Assistance Grant 2020 St. Mary Parish
Successfully submitted an application of 5 properties with a total project cost of \$874,780.00 in mitigation funding utilizing elevation mitigation activities.

Flood Mitigation Assistance 2021 St. Mary Parish
Developed and application consisting of two properties with a total project cost of \$1,165,525 for residential and commercial properties.



Anna Roberts

Grant Manager



SENIOR GRANT MANAGER

EDUCATION

Nicholls State University
Bachelor's of General Studies

Northwestern State University
Bachelor's of Science

Accounting (ongoing)

EXPERIENCE

QES 0.5 Years

Total 10 Years

CONTACT

(225) 698-1600

aroberts@qesla.com

Ms. Roberts has served in multiple roles in grant programs throughout her career from working at the local level in Slidell, LA on up to state and federal grants at Louisiana State University. In her role as Project Manger at Quality, Ms. Roberts is responsible for monitoring all financial transactions related to grants.

St. Tammany Parish Flood Mitigation Assistance Program 2019

Ms. Roberts assisted homeowners with moving projects into construction from an approved application. Revised budgets to coincide with approved budget and processed cost overruns through GOSHEP/FEMA as a result of change orders due to construction. Assisted with processing monthly invoices. Assisted community with program management, education, and outreach.

Tangipahoa Parish Flood Mitigation Assistance Program 2017, 2018, 2020

Ms. Roberts assisted homeowners with moving projects into construction from an approved application. Revised budgets to coincide with approved budget and processed cost overruns through GOSHEP/FEMA as a result of change orders due to construction. Assisted with processing monthly invoices. Assisted community with program management, education, and outreach.

CITY OF SLIDELL, Louisiana - Grant Administrator

Ms. Roberts maintained records of funding sources & grant applicants; requested funds from granting agents; reconciled grant accounts, ensured compliance with FEMA, Community Development Block Grants (CDBG), Dept. of Interior, LADOTD & FAA. She collaborated with the Finance Director in securing detailed paperwork to help prepare grant budgets and budget amendments. Sustain record of all grant bills and prepare appropriate invoices and collect balances. Ms. Roberts was responsible for upholding thorough documentation for compliance requirements related to grant expenditures and maintaining project records and preparing modifications to resolve various application issues for grant funds. Anna also coordinated with the audit of individual sponsored accounts to safeguard compliance with government & state regulations and used financial accounting systems to track expenditures, monitor systems of checks and balances. Ms. Roberts worked with granting agents for close-out and project audits. Ms. Roberts worked with the drainage engineer to maintain budget, compliance, and project



Anna Roberts

Grant Manager



requirements for FEMA Public Assistance city-wide expansion and upgrade to the drainage system. After rain weather events and tropical storms, Ms. Roberts completed paperwork for Public Assistance reimbursement of emergency expenses.

LOUISIANA STATE UNIVERSITY, College of Engineering - Grant Coordinator

Ms. Roberts worked with engineering departments for post award financial grant management. Ms. Roberts worked performed monthly cost share allocations and reconciliation of grant accounts. Working with Principal Investigator to accurately document and record staff time for university staff Cost Share for grants. Ms. Roberts communicated with graduate students, instructors, university sponsored programs to resolve any issues.

VOLUNTEER ASCENSION - Grant Development Coordinator,

Ms. Roberts was recruited due to knowledge of grant interpretation, grant reports and requirements, including program development, drafting budgets, work-plans, timelines, and all grant-related data & documentation. She was responsible for authoring grants for funding & monitoring requirements for compliance with grant stipulations. She also trained, contacted & organized up to 100 volunteers for service events & fundraisers, while leading social media campaigns and managed all emails using "Constant Contact" software. Ms. Roberts took a role as an emergency command center volunteer and was trained for a disaster.

SOUTH CENTRAL PLANNING DEVELOPMENT & COMMISSION - Grant Manager Assistant

Ms. Roberts joined the planning team to help facilitate Community Development Block Grant Disaster Recovery grants. Managed data, financials, correspondence, recordkeeping and meeting packets for construction projects. Projects included construction projects for parish administration building, community center, water district improvements. Ms. Roberts worked with contracting and sub-contracting companies to maintain Davis Bacon Department of Labor requirements are met. Ms. Roberts worked with he team to survey neighborhood constituents for low-income compliance.



Jacob Reeves

Grant Manager / GIS Specialist



GRANT MANAGER GIS SPECIALIST

EDUCATION

Louisiana State University

Bachelors of Geography

EXPERIENCE

QES 1 Year

Total 4 Years

CONTACT

(225) 698-1600

jreeves@qesla.com

Provide visibility and develops local knowledge of all mitigation programs. He is able to assist applicants with the HMA grant process, meet with homeowners, manage day-to-day activities to keep projects moving forward, and is able to expedite the mitigation process, resolve problems quickly, develop applications through eGrants and LAHM, and help municipalities receive reimbursement funds timely. Additionally, interpreting processes, policies, and procedures pertaining to FEMA's HMA programs.

Grant Manager for The City of Denham Springs FMA

These projects consisted of contacting homeowners with severe repetitive loss (SRL) and repetitive loss (RL) properties to be included in grant funding to elevate structures above the Base Flood Elevation (BFE) or acquire properties. Meetings with homeowners were held to gather information needed to prepare the application. He prepared the application for submittal in 2020, 2021, and 2022. These projects consisted of two (2) acquisition properties and twenty-six (26) elevations. These projects are nearing completion and are within budget.

DOTD Lower Sabine Watershed

GIS Specialist for the project to assist with La Department of Transportation and Development to model the Lower Sabine Watershed in order to become a FEMA partner. He has used his skills with data collection, data analysis, and data visualization to create info graphic maps reflecting collected data across the watershed to allow planning and improvement of the watershed within municipalities. His technical and data collection skills have brought together a web application for La DOTD to show a real time map and allow user to not only view but, interact with the map and submit reports for Areas of Mitigation Interest (AOMI) and areas of frequent flooding that will be reflected within real time, allowing for advanced decision making

Richland Parish FMA

Grant Manager for Richland Parish FMA 2018. This project consisted of two SRL properties, of which both were acquisition mitigation types. Provided Project Management for the Asbestos Removal, Title Procurement, and Demolition of the properties as well as technical assistance and consultation

Livingston Parish Gravity Drainage District #1

GIS Specialist for this project to assist the Gravity Drainage District with database management, design implementation, data analysis, assessment, and map creation. Proficient in all ESRI platforms including ArcPro and ArcMap Online, allowing for visualization of collected data to consult and assess situations within the district to allow for pinpoint decision making and real time data reflection.



Jamie Seal, CFM

Project Manager



PRINCIPAL GRANT PROJECT MANAGER

EDUCATION

Southeastern Louisiana
University Bachelor of Science
in Business Administration

REGISTRATION

-Certified Floodplain
Manager US-07-02732
-Louisiana Floodplain
Manager Association
-Association of State
Floodplain Managers
-Natural Hazards
Mitigation Association

EXPERIENCE

QES 8 Years
Total 17 Years

CONTACT

(225) 698-1600
jseal@qesla.com

Mr. Jamie Seal has secured more than \$170 million dollars in state and federal related program funds for Louisiana communities over the past 17 years. He has overseen the necessary operations of engineers, planners, drafters, and the GIS departments. His experience and tenure within the state and federal funding arena allow him to be the Administrative point of contact for all interactions with parish contacts and homeowners. He is well versed in documentation and procedures including the development of Benefit Cost Analyses (BCA). He provides the knowledge and insight to propel projects from conception and preliminary design, through final design and construction of the final project.

Tangipahoa Parish HMA Grant Management

Program Manager; grant management to Tangipahoa Parish Government for technical assistance and project management related to a special allocation of funding for use in building elevation projects and acquisition projects related to flood damage. Mr. Seal has assisted Tangipahoa Parish with FEMA grants since 2014.

Skinner Drive Drainage Improvement Project

Mr. Seal served as the principal project manager for the Skinner drive project in Tangipahoa. QES was responsible for surveying the area and conducting a Hydrologic study of the drainage. Mr. Seal was the primary liason with the parish, and was responsible for keeping parish officials up to date.

West David Drive Drainage Improvement Project

Quality Engineering & Surveying, LLC was selected to complete a hydrologic study and provide plans for the installation of a new subsurface system along West David Drive, cleaning of outfall ditches and regrading of the pavement to the appropriate slope. Funding for this project was acquired from 2016 Floods HMGP. Mr. Seal served as the principal project manager.



Edward Anthony, PMP

Project Manager



PROJECT MANAGER

EDUCATION

Jackson State University
Master of Arts in Urban and Regional Planning: Urban Design

Alcorn State University
Bachelor of Science in Geographic Information System: Natural resource Management

REGISTRATION

Project Management Professional (PMP)

EXPERIENCE

QES 2 Years
Total 12 Years

CONTACT

(225) 698-1600
eanthony@qesla.com

Edward is a motivated planning and project management specialist, possessing 11+ years of progressive experience in assessment, consulting, project management, and planning projects across multiple professional industries. Acquired specialized project management experience while working in private industry as part of teams providing large and small-scale contractual services to local governments

LIVINGSTON PARISH GRAVITY DRAINAGE DISTRICT 1 – Public Assistance Funding & Debris Assessment

Following a storm event, Edward led the public assistance documentation process of impacts generated by Hurricane Ida to the Livingston Parish Gravity Drainage District One. Services included risk mapping, assessment, database management, and planning implementation. Edward strategized with field crews to provide photos, GPS coordinates, and estimates of debris quantities in development of a damage inventory meeting FEMA guidelines. He coordinated specialized meetings and communications with FEMA, GOHSEP, NRCS, DEQ, and local government officials. Edward managed the FEMA grants portal to upload all costs, reports, budgets, communications, and narratives detailing the events taken by LPGDD1 to alleviate flood risk preceding and following Hurricane Ida.

ST. MARY PARISH HAZARD MITIGATION PLAN UPDATE & CALCASIEU PARISH - Hazard Mitigation Plan

Mr. Anthony led efforts to provide a complete Hazard Mitigation Plan Update as part of project management services for St. Mary Parish. The update includes updated planning processes, maps, natural hazard profiles and mitigation projects to be included in the full 2020 plan update document submitted to the Governor’s Office of Homeland Security and Emergency Preparedness (GOSHEP) and the Federal Emergency Management Agency (FEMA). These updates were presented over the course of three public meetings to the Hazard Mitigation Plan Update Steering Committee, stakeholder interviews, and coordination of updates to ensure meeting Hazard Mitigation Planning standards set for by FEMA, GOHSEP, 44 CFR 201.6, and the Community Development Block Grant - Mitigation (CDBG-MIT) Program.

For Calcasieu Parish, Mr. Anthony led efforts to provide a complete Risk Assessment section that includes updated data maps, natural hazard profiles, and narrative descriptions to be included in the full 2020 plan update document submitted GOSHEP and FEMA.

EAST BATON ROUGE CITY/PARISH - Substantial Damage Properties

Edward worked to support the EBR Department of Development - Subdivision and Floodplain Management Office with damage determinations from impacts of the Great Flood of 2016. As project lead, he coordinated the review of appeal applications for completeness including required records, receipts, & documentation in compliance with SI /SD Desk Reference FEMA P-785. He provided detailed information about residents’ grants and potential financial assistance for mitigation. Worked in collaboration with the EBR Floodplain Manager and any & all FEMA, Federal, and State resources assigned to EBR. Advised the Chief Engineer of Development / EBR Floodplain Manager on the status of the



Edward Anthony, PMP

Project Manager



SD mitigation efforts with weekly updates & reports.

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT - National Flood Insurance & Cooperating Technical Partners Program

The Louisiana Department of Transportation and Development (LADOTD) engaged the professional program management, engineering, and surveying services of our Quality Engineering consulting team to accomplish the goals of the FEMA National Flood Insurance Program (NFIP) and the Cooperating Technical Partnership (CTP) Programs. As the project manager, Edward will lead the consultant team in the packaging, delivery, and communication of deliverables in a variety of formats and methods as required by the contract between LADOTD. QES is completing discovery efforts and may be required to perform some or all the following tasks: develop base-level engineering, hydrologic and hydraulic analysis, field surveys, numerical modeling, and community engagement

CITY OF JACKSON CONSENT DECREE – Debris, Manhole, & Pipeline Assessments

Edward contributed to the project team as a Data Analyst, Researcher, Manhole & Pipe Assessor, and Field Manager on the Consent Decree City of Jackson. This program was estimated to be a 17.5-year and cost \$400 million. He worked on multiple phases of the program supporting projects to assist in the elimination of all sanitary sewer overflows in the Jackson, MS metro area. Key deliverables were West Bank Interceptor (WBI) - Debris Assessments and WBI Condition Report that was used in the creation of all plans, measures, and reports for construction and maintenance, scheduling, and updates to operational requirements.

CITY OF JACKSON/HINDS COUNTY – Debris Removal

Edward has experience working in the recovery of communities after being significantly impacted by disasters or weather events. As a Field Debris Monitor, he served as an on-site monitor for the removal, and disposal of disaster-generated debris due to tornadic activity in the Jackson, MS metro area. As a field monitor, he worked with field crews to scout and update GIS maps, and document debris removal quantity, location, and type, across the Jackson, MS metro area.

LOUISIANA WATERSHED INITIATIVE (LWI) Region IV - Watershed Coordinator

Mr. Anthony helped develop a regional approach that identified problems, developed solutions, and trained for future mitigation of water in the Sabine and Calcasieu Watershed. Other tasks: coordinated regional steering committee meetings, managed stakeholders, data collection, and analysis of initiatives and supporting activities for Louisiana Watershed Initiative. These efforts were vital to provide long-term solutions for the Region 4 watershed. Mr. Anthony led QES efforts to facilitate decisions regarding best land use, policy, and mitigation activities, and ensured an equitable planning process was implemented.

LOUISIANA WATERSHED INITIATIVE (LWI) - Round 1 Applications

Mr. Anthony assisted in the development of a regional approach to the HMGP allocation of \$25 million as a result of the August 2016 Flooding (DR-4277), which is viewed as a model of collaboration and cooperation for Louisiana's Watershed Initiative. Quality Engineering and Surveying developed and submitted over 25 Louisiana Watershed Initiative projects in the first round of CDBG funding. Projects included stormwater management plans, drainage improvements, hydrologic and hydraulic studies, acquisition of flood-prone regional areas, and safe rooms. The application was determined to be 1 of 47 applications eligible through a competitive process of 300 applications submitted across the state.



Deric Murphy, PE, LSI

Engineer/Architect



PRINCIPAL ENGINEER

EDUCATION

Louisiana State University
Bachelor of Civil Engineering

REGISTRATION

Professional Engineer
Louisiana No. 29602

Professional Engineer
Mississippi No. 27232

Land Surveyor Intern
Louisiana No. 427

EXPERIENCE

QES 13 Years
Total 23 Years

CONTACT

(225) 698-1600
dmurphy@qesla.com

Mr. Murphy is the QES principal in charge and serves as president. He is a licensed Civil Engineer and a Land Surveyor Intern with 22 years of experience designing, reviewing, surveying, and managing multiple types of projects for both public and private sectors. He works on and provides advisory services for civil design, land development projects, master planning, feasibility studies, due diligence and codes and ordinance research. Mr. Murphy engages in a project phases including conceptual design, cost estimating, final design, construction administration, public outreach, and interaction with relevant governmental agencies.

Iberia Office of Emergency Preparedness / 911 Communications District Safe Room

QES is tasked with providing all aspects of program and project management overseeing the design and construction of the Safe Room for Iberia Parish Government's (IPG) Office of Emergency Preparedness. This includes all management of grant reimbursement, program and project management for the project. The Safe Room will provide near absolute life safety for approximately 300 people. It is a dual use Hurricane Safe Room. When not in use, the Safe Room will serve as the Parish's 911 Communications Center to handle all Emergency-related communications for citizens and area law enforcement. The Safe Room is built in excess of the 500-year floodplain and designed to withstand wind speeds in excess of 200 mph. All design and construction is in congruence with both ASCE 24 and FEMA P-361 guidelines for Hurricane Safe Room Design and Construction

St. Mary Parish 911 Center Safe Room and Wind Retrofit

Mr. Murphy was the lead design professional for the project. QES designed a pre-fabricated safe room for installation at the Parish 911 Center. As a critical public facility, the need for constant human presence to maintain communications during a disaster or severe weather event is crucial. Along with the pre-fab safe room, QES has designed a system of hardening and wind-resistant construction materials for use in protecting and increasing the resiliency of the entire envelope of the structure and not solely to the safe room area.

Breaux Bridge Manor Drainage Improvements

QES was selected to complete the studies and design of the Breaux Bridge Manor Drainage Improvement project. The project will remove an existing box culvert that is set at the wrong elevation along Doyle Melancon Road in Breaux Bridge, LA. A larger culvert will replace the existing culvert and will be set at the appropriate elevation to ensure proper conveyance of water in the drainage area.

Livingston Parish Gravity Drainage District No. 1 Watershed Program Management

Mr. Murphy oversaw all construction and development for the Livingston Parish Gravity Drainage District No. 1. QES also served as the professional of record reviewing all development within the district. Mr. Murphy additionally bridged the gap between the mission of the Livingston Parish Gravity Drainage District No. 1 and the Community Rating System to benefit the City of Denham Springs.



Jay LeBlanc Jr, PE

Engineer/Architect



ENGINEERING MANAGER

EDUCATION

Louisiana State University
Bachelor of Civil Engineering

REGISTRATION

- Louisiana Professional
Engineer # 30566

EXPERIENCE

QES 2 Years
Total 22 Years

CONTACT

(225) 698-1600
jleblanc@quesla.com

Jay LeBlanc is the Chief Operating Officer at QES. Mr. LeBlanc has over 22 years of experience in project management, civil design, and environmental services. Most recently, he was responsible for managing and leading office engineers and designers focusing on utilization, forecasting, and mentoring. After graduating from LSU in civil engineering in 1997, he has worked for both local and national level firms, gaining a wide range of knowledge associated with commercial site design. As a project engineer and manager, Mr. LeBlanc has experience on multiple road and dredging projects, a multi-story parking garage, new airport terminal facility, multiple sanitary sewer lift stations, port bulkhead projects, as well as experience with environmental projects such as subsurface site investigations, groundwater sampling, and landfill quality assurance/quality control.

FEMA Individual Assistance - Technical Assistance Contract

Oversaw statewide property feasibility assessment for both group and individual housing solutions of displaced residents resulting from Hurricanes Katrina and Rita. Managed assessment process of 35,000 individual properties including over 200 engineers, technicians, and support staff, for potential group and individual housing. Coordinated assessment process with USACE to ensure quality control of preliminary site selections. Reported and tracked daily field activity by utilizing real-time web-based tools. Coordinated screening, hiring, and training of potential assessors.

Baton Rouge Metropolitan Airport Parking Garage

Phase III (\$10M) Design for a new five-story parking garage facility at the Baton Rouge Airport. Other design components included a new 150 foot covered pedestrian walkway and a new access roadway. Project Manager - managed the design of the new parking garage and other design components. Managed architectural, structural, mechanical, electrical, and civil design components. Tracked schedule and design progress plus maintained regular coordination with the client. Responsible for approval of sub-consultant invoices and invoices to client. Managed construction administrative tasks including review of RFI's and submittals, review of contractor pay application and progress submittals, and periodic site inspections for compliance with bid documents.

LADOTD - Stage 0 Feasibility Studies and Stage 1 Planning and Environmental Studies Project Manager

Managed Stage 1 Planning and Environmental Studies for an 8-mile portion of LA 447 in Livingston Parish, LA, and for the Future I-49 South (Raceland to Westbank Expressway) in Jefferson, Lafourche, and St. Charles Parishes, LA. Services include Line and Grade Study, Environmental Assessment, and Conceptual Design. Managed Stage 0 Feasibility Studies for LA 384 between Big Lake Road and McNeese Street (LA 3186) in Lake Charles, LA and for LA 328 corridor between Latiolais Drive and Julie Street, as well as to the LA 328 interchange with I-10 in Breaux Bridge, LA. Services included examining the feasibility of making capacity and mobility improvements.



William Purser, PE

Engineer/Architect



ROADWAY/TRAFFIC ENGINEERING MGR

EDUCATION

University of Idaho

Bachelor of Civil Engineering

REGISTRATION

- Louisiana Professional

Engineer # 29357

EXPERIENCE

QES 8 Years

Total 20 Years

CONTACT

(225) 698-1600

wpurser@qesla.com

Mr. Purser has over twenty years of increasing responsibility in Civil Engineering and Public Works projects in Tennessee, Mississippi, Louisiana, Texas, and Alabama. Mr. Purser demonstrates excellent skills in engineering, project design, cost estimation, and working within tight budgets and timelines. As an experienced project manager, he has been responsible for seeing multiple projects through from initial surveys and planning to final bids and completion. Mr. Purser has extensive experience across core civil engineering disciplines of roadway/transportation, drainage, waterline, and site design.

Skinner Drive Drainage Improvements

Mr. Purser supervised the engineering department design activities for proposed flood mitigation of a residential subdivision community.

Breaux Bridge Manor Drainage Improvements

Mr. Purser is the Senior Engineer on this project. His role includes overseeing the drainage study and recommendations. QES was selected to complete the studies and design of the Breaux Bridge Manor Drainage Improvement project. A study of 603 acres was completed. The project will remove an existing box culvert that is set at the wrong elevation. A larger culvert will replace the existing culvert and will be set at the appropriate elevation to ensure proper conveyance of water in the drainage area.

Boudreaux to Gilmore Drainage Improvements

Mr. Purser is the Senior Engineer on this project. His role includes overseeing the drainage study and recommendations. The Boudreaux Street to Gilmore Drive Drainage Improvements project will convert 1,117 lineal feet earthen ditch into a subsurface drainage system that backs up and causes water to pond in a residential subdivision in which houses flood on a regular basis. Grays Creek Drainage Improvements, Livingston Parish, LA
Mr. Purser is the Senior Engineer on this project. His role includes overseeing the drainage study and recommendations. QES was selected to provide surveying and engineering services for a drainage improvement project for Gray's Creek. At approximately eighteen (18) miles, Gray's Creek is the largest drainage project to be undertaken in Livingston Parish. QES utilized three full-time survey crew and staff and professional engineers to develop a solution to reduce the effect of inland flooding in Livingston Parish.



Rebecca Lala, PE

Engineer/Architect



TRAFFIC ENGINEER

EDUCATION

Louisiana State University
Bachelor of Chemical
Engineering

REGISTRATION

Louisiana Professional
Engineer # 31781

Professional Traffic Engineer
2282

EXPERIENCE

QES 2 Years
Total 19 Years

CONTACT

(225) 698-1600
eanthony@qesla.com

Rebecca has 19 years of traffic engineering experience performing traffic studies using traffic modeling software such as HCS, Sidra, VISSIM, Synchro and Vistro. Becky has performed countless traffic studies throughout her career including, but not limited to, subdivisions, shopping centers, gas stations, convenience stores, fast-food restaurants, banks, car washes and multi-use developments. Planning level traffic study experience includes safety studies, feasibility studies, Stage 0 studies, Roadway Safety Assessments (RSA) and corridor studies, meeting LaDOTD and FHWA requirements where applicable. Becky has extensive experience with signal warrant analyses as well as signal design, optimization, and synchronization for existing and proposed signalized intersections. She has led the traffic analysis of intersection and interchange projects to demonstrate how proposed changes would improve traffic flow and safety, including a concept model in VISSIM of a new Interchange along I-12, which was ultimately built in 2009. She has previous experience as a Parish Traffic Engineer, where she had the opportunity to apply Access Management principles and techniques in several projects throughout her career, including projects implemented as part of the American Recovery and Reinvestment Act of 2009 (ARRA) in partnership with LaDOTD.

Various Traffic Studies, Louisiana:

Work as a Traffic Engineer performing several traffic impact analyses (TIA's) for commercial and residential developments throughout the State. Each TIA is performed using HCS, Vistro, and/or Sidra as applicable. Analysis includes turn lane warrants, signal warrants, safety assessments and capacity analysis for stop controlled, signal controlled and roundabout intersections. Analyze and design traffic signals for proposed access to developments as well as existing intersections where signal upgrades are required. Perform traffic signal timing optimization and synchronization for existing and proposed signalized intersections. Traffic Engineering requirements and guidelines per LaDOTD are followed.

Regional Traffic Signal Operations, Regions 2 and 3, Georgia:

Senior Traffic Signal Operations Engineer (TSOE). Review the field work diagrams and data collection for 269 intersections within the State of Georgia for completeness and accuracy. Intersection Diagrams, Clearance Calculation Spreadsheet, Traffic Signal Operations Report (TSOR) and TEAMS database are checked and updated as necessary. Tasks performed include Clearance Interval Calculation updates, signal system database updates, recommendations for design and operational improvements at each intersection, and remote implementation of the new traffic signal timing parameters and coordinated timing plans at intersections and corridors across the state. Client: Georgia Department of Transportation (sub to Jacobs).



Rebecca Lala, PE

Engineer/Architect



Wake Transit Plan, New Bern Avenue Corridor Bus Rapid Transit (BRT) Project, City of Raleigh, North Carolina:

Task manager and project engineer. Traffic analysis of 31 signalized intersections and 23 unsignalized intersections before and after the implementation of transit-only lanes, with Synchro and SimTraffic. Alternatives include reducing the current number of lanes for through traffic along the corridor as well as restricting left turns at several intersections. Tasks include balancing of traffic counts, rerouting of traffic, crash analysis and performing traffic signal analysis at each of the intersections. Perform traffic signal warrant analysis at existing stop-controlled intersections. Use traffic signal analysis results to design recommended changes to traffic signals, signal hardware, and applied traffic operations. Develop appropriate traffic signal timing, synchronization, and 30% design for all scenarios per NCDOT Standards and Congestion Management Guidelines. Client: City of Raleigh, North Carolina

LA 22 from Rou Mar Nei Drive to First Street, Ponchatoula, Louisiana (H.011618):

Project manager and project engineer for the corridor study. Evaluated alternatives to improve safety and mobility along the corridor. Louisiana Department of Transportation and Development (LaDOTD) policies and guidelines were followed, including Access Management and Complete Streets requirements. Tasks included balancing of traffic counts, rerouting of traffic, traffic analysis, crash analysis and performing traffic signal warrants, timing optimization and traffic control design for all intersections as applicable for all scenarios. Synchro, Sidra and Vissim traffic analysis results were used to recommend operational changes to intersections, as well as evaluate capacity and safety of the corridor. Safety Analysis was performed per Highway Safety Manual (HSM) methodology. Client: LaDOTD

LA 22 from Dalwill Drive to Rodger Storme Road, Mandeville, Louisiana (H.011454):

Project manager and project engineer. Evaluated alternatives to improve safety and mobility along the corridor. LaDOTD policies and guidelines were followed, including Access Management and Complete Streets requirements. Tasks included balancing of traffic counts, rerouting of traffic, performing Level of Service (LOS) analysis, and performing traffic signal warrants, optimization and traffic control design for all intersections as applicable. Synchro, Sidra and Vissim traffic analysis results were used to recommend operational changes to intersections, as well as evaluate capacity and safety of the corridor. Safety Analysis was performed per HSM methodology. Client: LaDOTD

US 51 Business from I-12 to Coleman Avenue, Hammond, Louisiana (H.011402):

Project manager and project engineer. Traffic analysis results from Synchro, Sidra and Vissim were used to evaluate alternatives to improve safety and mobility along the corridor. Capacity and safety analyses were performed to recommend operational changes to signalized and non-signalized intersections. LaDOTD policies and guidelines were followed, including Access Management and Complete Streets requirements. Tasks included balancing of traffic counts, rerouting of traffic, crash analysis, and performing traffic analysis of all intersections, both signalized and stop-controlled. Performed traffic signal warrants for all intersections and conducted signal timing optimization for recommended operational changes. Safety Analysis was performed per HSM methodology. Client: LaDOTD

US 51 from West University Avenue to I-55, Hammond, Louisiana (H.011401):

Project manager and project engineer. Performed traffic analysis with Synchro and Vissim to evaluate alternatives to improve safety and mobility along the corridor. Tasks included balancing of traffic counts, rerouting of traffic, performing traffic signal warrants and performing traffic analysis. Traffic analysis results were used to recommend operational changes to intersections, including traffic signal upgrades and optimization as necessary. Sidra was used to evaluate roundabout alternatives. Safety Analysis was performed per HSM methodology. LaDOTD policies and guidelines were followed, including Access Management and Complete Streets requirements. Client: LaDOTD



Yunxiang Fan, PE

Engineer/Architect



WATER RESOURCE ENGINEER MGR

EDUCATION

Louisiana State University -
Master of Civil Engineering

Hunan University - Master of
Environmental Engineering
& Bachelor of Environmental
Engineering

REGISTRATION

Louisiana Professional Engi-
neer # 29592

EXPERIENCE

QES 1 Years
Total 26 Years

CONTACT

(225) 698-1600
pfan@quesla.com

20+ years of broad experience, including senior leadership with P&L responsibilities (\$120 million annual turnover at peak), in civil, municipal engineering, land development, WWTP design-build, construction and stormwater management permitting, project management, business development in the US and abroad. Strong cross-functional skills and business acumen with the ability to execute a wide range of tasks and increase revenues and profitability. Effective communication skills in explaining complex civil engineering concepts clearly and understandably to a variety of professional and non-professional audiences. PE licensed in 22 States (IL, AL, AR, FL, MS, LA, MN, MO, MI, NC, OR, CO, TX, PA, NV, KS, VA, OK, OH, IN, WA, and WI).

Chappeeela Creek Stormwater Retention Planning Project (Tangipahoa Parish, LA)

Mr. Fan serves as the Water Resource Engineering Manager for the Chapapeela Drainage Improvement Project. He is responsible for designing the H&H study, as well as evaluating final possible improvements of Chappeeela Creek watershed, including other upstream branches.

Livingston Parish Gravity Drainage District 1 Watershed Management

Mr. Fan serves as the Water Resource Engineering Manager for the Livingston Parish Gravity Drainage District #1 Watershed Management Project. He currently oversees all hydrologic and hydraulic studies of the watershed from design to completion and is responsible for evaluating the completed HEC-HMS model.

Black Liquor Wastewater Treatment Plan

Tr-Tech J&Y Division was selected as a Turn-Key contractor by AV Cell, Inc. to design and install a Black Liquor Wastewater Treatment Plant. Mr. Fan served as the principal engineer responsible for all calculations to raise the recirculation flow to nearly 7000GPM.

Zero Liquid Wastewater Treatment Plant Basic Engineering Design

Mr. Fan was the president and CEO of Tri-Tech Holding, Inc. when Tri-Tech was selected as a primary engineering consultant to design the Zero Liquid Wastewater Treatment Plant for one of SIPCHEM's refinery plant. Mr. Fan was the principal engineer responsible for designing the ZLD system.



Yangbin Tong, PE

Engineer/Architect



WATER RESOURCE ENGINEER

EDUCATION

Louisiana State University -
Master of Water Resource &
Environmental Engineering

REGISTRATION

Louisiana Professional
Engineer # 45425

EXPERIENCE

QES 1 Years
Total 8 Years

CONTACT

(225) 698-1600
ytong@qesla.com

Mr. Tong has 8 years of experience in civil engineering design and analysis, including Hydrologic and Hydraulic Modeling and Analysis, Stormwater Management, Wastewater Treatment facility design, Flood Mitigation, and Site Development. His past roles cover civil engineering designer, H&H modeler, engineering task coordinator and project manager. He has excellent writing skills in both academic peer-reviewed journal papers and project reports. In addition, he has 2 years of work experience in China focusing on H&H modeling and analysis.

Chappeeela Creek Stormwater Retention Planning Project

QES is awarded by Tangipahoa Parish to perform a comprehensive watershed study for a potential retention pond(s) project. Mr. Tong is the leading engineer to perform Gap Analysis, Data Acquisition, Hydrology and Hydraulics (H&H) Modeling & Analysis, Environment Review and Preliminary Engineering Study.

City of Denham Springs Stormwater Management Program

QES was selected by the City of Denham Springs to develop a Master Drainage Plan based on August 2016 flood inundation and its effects on the City of Denham. Mr. Tong is the leading engineer to perform Gap Analysis, Data Acquisition, H&H Modeling & Analysis, and Preliminary Engineering Study.

Chennault Airport Stormwater Management Plan

CSRS, Inc. was a subconsultant to JESCO, Inc. on the Chennault Airport Stormwater Management Plan. Mr. Tong was the task leader responsible for project coordination, Hydrologic & Hydraulic analysis, project deliverables and reports.

McHugh Road H&H Analysis

The Parish of East Baton Rouge hired CSRS to complete the design work of McHugh Road Improvement as part of the MoveBR program. Mr. Tong was the Project Manager responsible for daily coordination of project progress as well as communication with MOVEBR's Program Management team.

Lacassine Bayou Watershed Modeling

CSRS, Inc. was a subconsultant to C.H. Fenstermaker & Associates, L.L.C. on the Calcasieu Parish Drainage Master Plan. Mr. Tong ran HEC-RAS models to incorporate and compare various pro-posed measures in the Lake Charles Watershed to assess the cost and benefit.



Jacob Murray, EI

Engineer/Architect



ENGINEERING INTERN

EDUCATION

Clemson University
Bachelor's of Environmental
Engineering

REGISTRATION

South Carolina Engineering
Intern # 21298

EXPERIENCE

QES 1.5 Years
Total 2 Years

CONTACT

(225) 698-1600
jmurray@quesla.com

Calcasieu Parish Police Jury ARPA Project Reviews

Quality Engineering & Surveying has been subcontracted by the Calcasieu Parish Police Jury to serve as the engineer subject matter experts for their American Rescue Plan Act (ARPA) grant administration program. Jacob Murrey reviewed water, wastewater, and stormwater projects to determine eligibility under the Final Rule of ARPA.

Livingston Parish Gravity Drainage District No. 1 Watershed Master Plan

Quality Engineering & Surveying was contracted by Livingston Parish Gravity Drainage District No. 1 to develop hydrologic and hydraulic models of key watersheds within their jurisdiction, including Gray's Creek, Allen Bayou, and Felder's Bayou. Jacob Murrey developed HEC-RAS one-dimensional and two-dimensional models to analyze the existing drainage patterns within these watersheds and identify potential improvements projects.

Puerto Rico HMGP Phase I Grant Applications

Quality Engineering & Surveying has been subcontracted by various municipalities throughout Puerto Rico for the development of grant applications through FEMA's Hazard Mitigation Grant Program in order to secure Phase I funding for stormwater management projects. Jacob Murrey has provided support through application drafting, BCA development, hydrologic and hydraulic modeling, and RFI responses in the development of these grants.

Scivique Road Drainage Improvement HMGP Grant Application

Quality Engineering & Surveying was contracted by Livingston Parish Gravity Drainage District No. 1 to perform HMGP grant development services for a drainage improvement project to Scivique Road on Gray's Creek. Jacob Murrey provided hydrologic and hydraulic modeling support in the development of this grant application.



Vincent Orlando, PE

Other Licensed / Certified Professional



CONSTRUCTION ENGINEER

EDUCATION

Louisiana State University
Bachelor's of Civil Engineering

University of New Orleans
Master's of Engineering Man-
agement

REGISTRATION

LA PE.0046350

EXPERIENCE

QES 0.5 Years
Total 7 Years

CONTACT

(225) 698-1600
vorlando@quesla.com

Mr. Orlando has just started working at Quality Engineering & Surveying, LLC. He has previously served as Civil Engineer (P.E.), Program Manager at All South Consulting Engineers, LLC where he specialized in FEMA program management.

Terrebonne Parish School District Hurricane Ida Response

Upon joining the All South Consulting Engineers, LLC team in the weeks following Hurricane Ida, Mr. Orlando worked to ensure emergency work was being procured and completed in compliance with FEMA requirements. His background and experience with water and mold remediation was used to provide checks and balances on existing and proposed water damage remediation contracts and invoices. He also worked closely with other team members as well as with the school board to submit all emergency work (category B) project worksheets to FEMA and transition to permanent restorative work (category C-G). Mr. Orlando continues to advise on and draft various RFP's and contract documents for the school district to ensure FEMA compliance and future reimbursement. He is also providing requests for proposal to all school board clients to use in procuring emergency remediation work in preparedness of future storms.

Lafourche and Saint John the Baptist Parish School Board Hurricane Ida Response

Following Hurricane Ida, Mr. Orlando provided a detailed review of all invoices and contract documents for water damage remediation services. He reviewed the invoices and contract documents for FEMA compliance as well as industry standards. Mr. Orlando also provided review of Insurance adjusters audit of category B invoicing in Saint John the Baptist Parish School District.

North Lafourche Levee District, Saint Bernard Parish Government Hurricane Ida Response

Following Hurricane Ida, Mr. Orlando provided a detailed review of all invoices and contract documents for water damage remediation services. He reviewed the invoices and contract documents for FEMA compliance as well as industry standards

Emergency Restoration, Inc (ERI) – Hurricane Ida Response

In the weeks following Hurricane Ida, Mr. Orlando assisted a local restoration company specializing in storm damage remediation in response to the damages resulting from Hurricane Ida. Mr. Orlando acted as a project manager, overseeing teams of restoration technicians in Jefferson Parish and Saint John the Baptist Parish official buildings. Mr. Orlando has provided professional consultancy and at times, specialized labor for this particular business for many years.



Mason Bonano, PE

Other Licensed / Certified Professional



CONSTRUCTION ENGINEER

EDUCATION

Louisiana State University
Bachelor's of Civil Engineering

REGISTRATION

LA PE.00046424

EXPERIENCE

QES 0.5 Years
Total 4 Years

CONTACT

(225) 698-1600
MBonano@qesla.com

Mr. Bonano has just started working at Quality Engineering & Surveying, LLC. He has previously served as Project Manager and Engineer at Stuart Consulting Group, Inc. where he specialized in Project Management, Construction Administration, Generating Cost Estimates, CAD Designs, Drainage & Pump Calculations, Utility & Client Coordination, and Generating Specifications on municipality projects

Livingston Parish Gravity Drainage District No. 1 Watershed Program Management

Mr. Bonano now oversees all construction and development for the Livingston Parish Gravity Drainage District No. 1 as the program manager. QES also served as the professional of record reviewing all development within the district. Mr. Seal additionally bridged the gap between the mission of the Livingston Parish Gravity Drainage District No. 1 and the Community Rating System to benefit the City of Denham Springs.

West David Drive Drainage Improvement

Mr. Bonano is the project manager of the West David Drive Drainage Improvement Project where he led the grant department in the procurement of necessary funds from the 2016 floods HMGP for an existing neighborhood. This project involved the study and development of plans for the installation of a new subsurface system along the street to provide a clear path to the outfall location. This affects approximately 50 homes.

River Road Drainage Improvement Project

As the project manager Mr. Bonano led the QES team through the HMGP process for the River Road Drainage Improvement Project. This project was necessary to address the flooding issues that existed with cross-drain culverts in an existing neighborhood. This project involved the study and development of plans for the installation of a new subsurface system along the street to provide a clear path to the outfall location. This affects approximately 1000 single home properties

CDBG-DR Parks and Recreation Improvements

Mr. Bonano provided support in Construction Administration post design in the Empire Park Project. This design project involved the development of a new public park in Empire, LA which included multiple pavilions, seating, playground, splash pad/water feature (and all components), and a public restroom. Mr. Bonano's responsibilities included resident inspection, contractor coordination, change order reviews, design plan updates (CAD), product research (Splash Pad and Playground), and the generation of the as-built drawings.



Aaron Brown

Other Licensed / Certified Professional



GIS ANALYST

EDUCATION

Baton Rouge Community College,
Associates of Pre-Engineering

EXPERIENCE

QES 2 Years
Total 7 Years

CONTACT

(225) 698-1600
abrown@qesla.com

Mr. Brown graduated with an Associates Pre-Engineering degree with a focus in Civil Engineering from Baton Rouge Community College in 2016. He has over 5 years of CAD/GIS experience. Mr. Brown has worked on a variety of site development planning projects, roadway design projects, right of way acquisition projects, stormwater management projects, resilient infrastructure planning projects and GIS database maintenance projects. At QES, his responsibilities include civil site design and GIS database management. Mr. Brown is currently working to obtain his GISP certification.

Calcasieu Parish Storm Water Master Plan

Mr. Brown created an online GIS database of critical infrastructure, RL/SRL properties, flood risks, demographic information, and parish drainage projects for the Calcasieu Parish Watershed Master Plan. The Calcasieu Parish Watershed Master Plan project helped to determine areas in need of improvements to mitigate flood risks and included maintaining a GIS database of known infrastructure, risk modeling, and local stakeholder meetings to determine high priority areas of concern.

Ascension Parish August 2016 Flood Extent Modeling

Mr. Brown worked with Ascension Parish to model the August 2016 flood inundation using available river gage data, field survey data, and aerial photos. This data was used to help the parish understand the impacts of the August 2016 flood.

Hurricane Harvey Disaster Recovery (FEMA PREPS Program)

Mr. Brown was a member of the team responsible for the Hurricane Harvey Disaster Recovery through the FEMA PREPS Program. Mr. Brown was responsible for analyzing applicants to determine allocation of disaster recovery resources. The PREPS program provided emergency repairs and power restoration to single-family owner-occupied homes after Hurricane Harvey in Texas.

Livingston Parish Gravity Drainage District 1 GIS Mapping System

Mr. Brown created an online GIS system to manage field collected data for the Livingston Parish Gravity Drainage District 1. Mr. Brown currently maintains data uploaded to the GIS system and performs QA/QC. The Livingston Parish Gravity Drainage District 1 GIS Mapping system allows for multiple field crews to upload drainage related data to a single database which will be used to direct resources to areas of concern.

TAB 2 – HOURLY RATE TABLE

Proposer Name: Hunt, Guillot & Associates, LLC (HGA)

STAFFING AREAS – AREA/POSITIONS	NUMBER OF STAFF AVAILABLE	HOURLY RATE CHARGED	HOURLY RATE PAID
(AREA)	(INFORMATIONAL)	(TO STATE)	(TO STAFF)
Area 1 Pursuing IJJA Grant Funding – GRANT WRITER	5	\$125.00	\$50.00
Area 2 Managing Successful IJJA ACT Grant Applications – GRANT MANAGER	8	\$125.00	\$50.00
Area 3 Project Management – PROJECT MANAGER (Non-Principal)	5	\$160.00	\$64.00
Area 3 Project Management – MANAGER-PRINCIPAL (OWNER)	1	\$200.00	<i>Same as Charged</i>
Area 4 Enhanced Project Management – ENGINEER/ARCHITECT	20	\$185.00	<i>Same as Charged</i>
Area 4 Enhanced Project Management – OTHER LICENSED DESIGN PROFESSIONALS or CERTIFIED PROFESSIONALS	10	\$170.00	<i>Same as Charged</i>

A proposer has the overall responsibility for its staff administration, payroll and staff qualifications. A proposer’s principal may serve in any position as staff to be paid hourly for services personally provided. However, the rate charged vs. the rate paid must be the same for the positions indicated in the table. All final rates payable are negotiable by LITAC and must be approved by the Division of Administration.

STAFFING AREAS – AREA/POSITIONS	LEVEL	HOURLY RATE CHARGED
Area 1 - GRANT WRITER	Senior	\$145.00
	Mid	\$125.00
	Junior	\$105.00
Area 2 - GRANT MANAGER	Senior	\$145.00
	Mid	\$125.00
	Junior	\$105.00
Area 3 - PROJECT MANAGER (Non-Principal)	Senior	\$180.00
	Mid	\$160.00
	Junior	\$130.00
Area 3 - MANAGER-PRINCIPAL (OWNER)	N/A	\$200.00
Area 4 - ENGINEER/ARCHITECT	Senior	\$225.00
	Mid	\$185.00
	Junior	\$140.00
Area 4 - OTHER LICENSED DESIGN PROFESSIONALS or CERTIFIED PROFESSIONALS	Senior	\$190.00
	Mid	\$170.00
	Junior	\$150.00



TECHNICAL ASSISTANCE PROGRAM: CONSULTANT RECOMMENDATIONS



LOUISIANA INFRASTRUCTURE TECHNICAL ASSISTANCE CORPORATION

707 North 7th Street | Baton Rouge, Louisiana 70802

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES RELATED TO LITACORP'S TECHNICAL ASSISTANCE PROGRAM

Request For Proposals and Evaluation Process

- In December 2022, LITACorp published a Request for Proposals (RFP) to solicit responses from consultant firms to assist LITACorp with administering its Technical Assistance Program (TAP). Consultants were instructed to submit a proposal detailing their experience and capacity related to federal grant writing and program administration as well as rural economic development.
- LITACorp received five proposals from consultant firms by the deadline then evaluated each written proposal before inviting all firms to give a presentation via Zoom. LITACorp considered written proposals and virtual presentations for the overall evaluation of each firm before making recommendations to the Board of Directors.

Recommendations

LITACorp recommends the following firms to serve as the primary and secondary consultant firms for TAP:

- 1. Franklin Associates, LLC** (primary consultant firm) is a minority-owned business based in Baton Rouge committed to enhancing communities across Louisiana. In their proposal, Franklin Associates partnered with GrantWorks, Inc. to complement their project management experience with additional capacity for federal grant writing and administration. Franklin Associates and GrantWorks has decades of experience writing successful grant applications for federal funding and grant and project management expertise to help eligible entities successfully obtain much-needed funding to carry out eligible projects. Having worked in all 64 parishes and managed administration of billions of dollars of federal grant funding, Franklin Associates and GrantWorks are uniquely qualified to provide staff support services

to ensure Louisiana communities have access to as much IIJA/BIL funding as possible.

- a. Franklin Associates was founded by lifelong Louisianan, current firm president and sole company owner, Perry Franklin in the wake of Hurricanes Katrina and Rita in 2005 to assist impacted communities throughout southern Louisiana recover and build back better. Seventeen years later, Franklin has built on this foundation, providing grant management and staff augmentation services across the country. Franklin now includes 32 full time staff with reach back to hundreds of Louisiana-based staff to serve all LITACorp's grant application and grant administrative support needs. Franklin exists to serve their clients' grant management needs and is able to nimbly adjust their staffing levels to assist grantees according to funding timelines. In 2020, during COVID-impacted staffing difficulties, their staff numbered 300+ as they responded to disaster-related, federally funded staffing augmentation requests across the state. In addition, their team includes experts in IIJA, ARPA, HUD CDBG and FEMA recovery funding sources so they are adept at deploying large federal grant funding to implement infrastructure and housing improvements and spur economic development.
 - b. Founded in 1979, GrantWorks has assisted more than 450 government entities in designing and delivering a wide range of critical federal and state-funded projects and programs in the areas of infrastructure, housing, transportation, public buildings and facilities, community and economic development, coastal protection, disaster recovery, mitigation, and resilience. With a national workforce of over 390 professionals, including 25+ Louisiana-based staff, GrantWorks continues its mission to develop meaningful partnerships with public sector clients to solve complex infrastructure challenges, improve public service, and build stronger, smarter, and more resilient communities for a better future for all.
2. **Hunt, Guillot & Associates, LLC** (secondary consultant firm) is a firm based in Ruston, Shreveport, Baton Rouge, and Lake Charles (among other locations outside of Louisiana) that submitted a proposal in partnership with Pan American Engineers (PAE), Quality Engineering & Surveying, LLC, (QES) and GIS Engineering (GIS). The team includes all Louisiana-based firms that have supported local governments with applying for and administering federal and state grant applications. HGA has completed more than 750 applications worth more than \$2 billion in funding for over 600 applicants. HGA has a proven track record of successfully supporting over \$20 billion in grant management services for state and local clients to include infrastructure, economic development, and housing projects. The HGA Team has supported clients such as the Greater Lafourche Port

Commission, East Baton Rouge Parish, the City of Lake Charles, and the Towns of Abita Springs and Golden Meadow with their IJIA applications and funding administration. The HGA Team is experienced in rapid ramp-up of projects and can recruit and train large numbers of staff in a short period. While maintaining federal statutory compliance for each project can be a daunting task for local governments, HGA will focus on thoroughly explaining the basics of IJIA compliance and reporting requirements up front. By working directly with local governments and providing educational resources and technical assistance, the HGA Team will contribute to the goal of increasing individual, organizational, and public institutional capacity for project identification, project formation, project implementation, and long-term operations and maintenance.

LITACorp has developed standard operating procedures for managing community outreach and engagement, consultant workflow, and the organizations professional services budget to ensure technical assistance and resources are deployed effectively.

If deemed necessary, LITACorp will release a new RFP to solicit proposals from additional firms to curate a broader vendor list for LITACorp to choose from when assigning consultants to participating communities.

Action Item

- ✓ Leslie Durham requests a Board vote to approve LITACorp to execute cooperative agreements for Franklin Associates, LLC (primary consultant firm) and Hunt, Guillot & Associates, LLC (secondary consultant firm) to assist LITACorp with administration of the Technical Assistance Program



**TECHNICAL ASSISTANCE PROGRAM:
CONSULTANT CONTRACT
FRANKLIN ASSOCIATES, LLC**

AGREEMENT FOR CONSULTANT SERVICES

STATE OF LOUISIANA

PARISH OF East Baton Rouge

THIS IS AN AGREEMENT made as of 1 day of June, in the year 2023 by and between the LOUISIANA INFRASTRUCTURE TECHNICAL ASSISTANCE CORPORATION, a Louisiana non-profit corporation domiciled at 707 North 7th Street, Baton Rouge, Louisiana 70802, (hereinafter called LITACorp), represented by Leslie Durham, its Executive Director, and Franklin Associates, LLC, domiciled at 250 S. Foster Drive, Baton Rouge, LA 70806, (hereinafter called CONSULTANT).

WHEREAS, the United States Congress has enacted Public Law 117-58, known as the Infrastructure Investment and Jobs Act (IIJA), which, among other things, provides funding for State and local governments to invest in needed infrastructure improvements, construction, maintenance, etc.; and

WHEREAS, in Act 497 of the 2022 Regular Session, the Louisiana State Legislature created the Political Subdivision Federal Grant Assistance Fund (La. R.S. 39"100.201) for the administration of a program "to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Act." As a result of this legislature, a collaborative partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL) established LITACorp to administer these funds on behalf of the Division of Administration; and

WHEREAS, LITACorp is a non-profit organization that was created to administer (1) a *Technical Assistance Program* to assist Louisiana's municipal and parish governments with identifying and applying for grants through the IIJA; and (2) a *Matching Funds Grant Program* to equip local governments with matching funds that can be used to meet the local cost share requirements of federal grant programs funded through IIJA; and

WHEREAS, LITACorp desires to engage the CONSULTANT to render certain professional Project Management services in connection with the assisting municipal and parish governments with competitive federal grant opportunities and effectively administering grant funds.

NOW, THEREFORE, the parties do mutually agree as follows:

I. Employment of Consultant:

LITACorp hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the Project Management Scope of Services set forth under the terms and conditions of this agreement.

II. Scope of Services:

The CONSULTANT shall, in a satisfactory and proper manner, perform the following Project Management services:

A. TECHNICAL ASSISTANCE PROGRAM:

1. Conduct Outreach to Louisiana Political Subdivision

- a. Conduct informational workshops, events, and webinars in all 64 parishes to ensure communities are aware of LITACorp's Technical Assistance Program offerings.
- b. Attend community meetings, events, and conferences to present with or on behalf of LITACorp about upcoming IJA grant opportunities, technical assistance services, and project development/design, etc.
- c. Maintain database of community requests for technical assistance, documentation of services offered per community, applications developed and submitted, etc.

2. Pursue IJA Grant Funding

- a. For each project, create a funding resource roadmap to assist political subdivisions with developing capital stacks (i.e. funding strategy for critical infrastructure projects).
- b. Understand and effectively communicate grant eligibility information, application submittal requirements, grant portal system requirements, and all nuances specific to each application process.
- c. Collect and organize grant application information and instructions, and track FAQs as well as guideline changes.
- d. Prepare and manage grant application timeline, including grant writing schedule, quality assurance/quality control, applicant review/approval, and other key milestones to successfully submit grant applications by their stated due date.
- e. Requests information and conduct research related to the development and submission of grant applications, including participation in federal agency webinars, workshops, or related events.
- f. Collect and organize relevant quantitative data and project narrative, and develop appropriate maps, tables, charts, and graphics for grant applications.

- g. Synthesize data/information and transform it into compelling narratives, exhibits, attachments, and other supplemental materials appropriate to the specific grant programs to demonstrate eligibility, need, and competitiveness of the grant applications.
- h. Develop or provide technically-sound conceptually project cost estimates, if not readily available, to outline base cost of applicant projects.
- i. Conduct public outreach, if applicable, such as public and stakeholder meetings to fulfill grant programs' community engagement requirements and to build awareness of and support for applicant projects.
- j. Draft and obtain letters of support from federal, state, and local elected officials in a timely fashion to submit with grant applications.
- k. Develop project budgets and justifications in accordance with grant solicitation requirements and in alignment with local and state policies and regulations.
- l. Conduct detailed benefit cost analyses as required by various grant programs.
- m. Gather required environmental data, permits, and approvals.
- n. Edit draft proposals for consistency of messaging, ensuring integration of grant requirements and completeness prior to applicant final review and submittal to grantmaking agency.
- o. Ensure each grant package is prepared and submitted in a timely fashion, with all elements adhering to grant requirements and evaluation criteria.
- p. Conduct a quality assurance/quality control process to ensure accuracy and completion of applications.
- q. Ensure applicants have access to grant submittal portals and, as needed, upload information into agency grant portals for applicants' convenience.
- r. Collect and organize all materials prepared for any grant application and submit final versions to applicant and LITACorp as part of a close-out process.
- s. Assist with the coordination of regional and statewide projects to maximize impact and increase the competitiveness of submitted grant applications.

3. Manage Successful IJA Grant Applications

- a. Manage grantee compliance in accordance with federal, state, and local policies and procedures.
- b. Create and maintain project files that demonstrate compliance with all applicable federal, state, and local regulations.
- c. Coordinate and manage the creation and submittal of all reports required of grant recipients by the awarding agency and/or federal and state law.
- d. Streamline reporting processes to ensure continuous compliance with federal regulations governing grant administration requirements, communicate reimbursement requests and reporting requirements to communities, and implement grants management and monitoring processes to collect information necessary for fund requests and post-award reporting.
- e. Establish internal financial tracking systems, if not yet established, to ensure funds are expended for the specified purposes and within established timelines.
- f. Coordinate with applicants and relevant stakeholders to obtain all necessary costs estimates and other documentation to develop grant proposals and comply with required pos-award reporting.
- g. Track and monitor all project activities and cost expenditures, including indirect costs, to ensure grant funds are expended in accordance with federal guidance, policies, and regulations.
- h. Monitor and evaluate the progress of projects post-award in accordance with the approved scope of work and budget outlined in grant applications.
- i. Complete close-out reporting requirements for all communities to demonstrate the scope of grant-funded work was fully implemented, all obligated funds were expended appropriately, and grant conditions were implemented and documented as required.

4. Project Management

- a. Comprehensive management and coordination of the Technical Assistance Program, including all grant applications, projects, and consultant staff.
- b. Provide LITACorp with detailed weekly updates regarding community outreach and engagement activities, project pipeline, IJA grant programs, regional collaboration opportunities, grant development/submission, ongoing challenges, and other related activities.

- c. Prepare formal responses to address LITACorp, applicant, and constituent questions/inquiries and requests for information.
- d. Attend relevant community meetings, workshops, events and hearings (as necessary).
- e. Assist LITACorp with identifying, strategizing, and prioritizing funding needs for community projects, including matching funds.
- f. Meet regularly with LITACorp and applicants to discuss potential grant application and project management matters, such as appropriate grant programs, project scope of work, and most competitive strategies to deploy to be awarded IJA grant funds.

5. Professional Technical Support

- a. Provide, accommodate, or secure professional design and technical services, which all require prior approval of LITACorp to:
 - i. Ensure applicants have access to licensed engineers and architects who can create and submit the designs and specifications necessary to illustrate feasibility and cost estimates for grant applications; and
 - ii. Certify project plans and specifications, oversee procurement processes, and manage construction.

III. Times of Performance:

The services of the Consultant shall commence on the date of signing of this Agreement and all proper work order approved by LITACorp, an example of which is attached hereto as EXHIBIT A. Services shall be provided on a per hour basis as set forth in the Rate Sheet attached as EXHIBIT C. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All services shall be rendered in accordance with this Agreement and the Standard Operating Procedures for LITACorp Consultants, attached hereto as EXHIBIT B.

IV. Access to Information:

It is required that all information, data, reports, records as are existing, available and necessary for the carrying out of work outlined above shall be furnished to the Consultant by the LITACorp. No charge will be made to the Consultant for such information and the LITACorp will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Agreement.

V. Compensation and Method of Payment:

Consultant will be paid at the rate of \$ _____ per hour for work performed in accordance with this agreement. Consultant will submit an itemized invoice setting forth the time spent and services rendered, and the company will pay Consultant the amounts due as indicated by invoice submitted by Consultant within thirty (30) days of receipt. All compensation for services shall be rendered and paid in accordance with this Agreement and the Standard Operating Procedures for LITACorp Consultants, attached hereto as EXHIBIT B.

VI. Independent Contractor:

Both LITACorp and Consultant agree that Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

VII. Ownership of Documents:

All documents and data are the property of LITACorp. Consultant may retain reproducible copies of documents and data.

VIII. Professional Liability:

Consultant shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of materials for the project covered by this Agreement.

IX. Indemnification:

Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant, and shall exonerate, indemnify, and hold harmless LITACorp, its officers, agents and all employees from and against them and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and Income Tax laws. Further, Consultant shall exonerate, indemnify, and hold harmless LITACorp with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Agreement by Consultant. This shall not be construed as a limitation of the Consultant's liability under this Agreement or as otherwise provided by law.

LITACorp shall exonerate, indemnify, and hold harmless Consultant, with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Agreement by LITACorp. This shall not be construed as a limitation of LITACorp's liability under this Agreement or as otherwise provided by law.

X. Termination:

Consultant and LITACorp agree that this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The parties also recognize that the contract may also be terminated for convenience as the State of Louisiana has the authority to terminate its agreement with LITACorp at any time by giving ninety (90) days written notice to LITACorp. If any such termination occurs, Consultant shall be notified by LITACorp in writing and Consultant shall, unless the notice documents state otherwise, immediately discontinue the work in connection with the performance of this Agreement. Consultant shall be entitled to payment for services rendered at the time of termination.

XI. Maintenance of records:

Consultant shall maintain all books and records pertaining to this Agreement for a period of three (3) years after the receipt of final payment under this Agreement.

XII. Fiscal Funding Clause:

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

XIII. Anti-Discrimination Clause:

Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. LITACorp agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XIV. Cybersecurity Training:

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, Contractor's employees, agents,

or subcontractors with such access must complete cybersecurity training annually, and Contractor must present evidence of such compliance annually off State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

XV. Confidential Information:

Consultant agrees to that any information received by the Consultant during work in accordance with this contract that concerns the personal, financial, or other affairs of the LITACorp will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

XVI. Address of Notices and Communications:

Leslie Durham, Executive Director LITA Corp 707 North 7 th Street Baton Rouge, Louisiana 70802	Perry J. Franklin Franklin Associates 250 S. Foster Drive Baton Rouge, LA 70806 CONSULTANT
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XVII. Captions:

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph on in any way determine its interpretation or application.

ATTEST:

Faye Dandridge
Faye Dandridge
(Printed Name of Witness)

KJ

Kyla Jones
(Printed Name of Witness)

LITA Corp

BY: Leslie Durham
Leslie Durham, Executive Director

DATE: June 1, 2023

Perry J. Franklin
CONSULTANT

BY: Perry J. Franklin
President

DATE: 6/1/23



**TECHNICAL ASSISTANCE PROGRAM:
CONSULTANT CONTRACT
HUNT, GUILLOT & ASSOCIATES**

AGREEMENT FOR CONSULTANT SERVICES

STATE OF LOUISIANA

PARISH OF East Baton Rouge

THIS IS AN AGREEMENT made as of 1st day of June, in the year 2023 by and between the LOUISIANA INFRASTRUCTURE TECHNICAL ASSISTANCE CORPORATION, a Louisiana non-profit corporation domiciled at 707 North 7th Street, Baton Rouge, Louisiana 70802, (hereinafter called LITACorp), represented by Leslie Durham, its Executive Director, and Hunt, Guillot & Associates, LLC, domiciled at 9357 Interline Avenue, Baton Rouge, LA 70809, (hereinafter called CONSULTANT).

WHEREAS, the United States Congress has enacted Public Law 117-58, known as the Infrastructure Investment and Jobs Act (IIJA), which, among other things, provides funding for State and local governments to invest in needed infrastructure improvements, construction, maintenance, etc.; and

WHEREAS, in Act 497 of the 2022 Regular Session, the Louisiana State Legislature created the Political Subdivision Federal Grant Assistance Fund (La. R.S. 39”100.201) for the administration of a program “to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Act.” As a result of this legislature, a collaborative partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL) established LITACorp to administer these funds on behalf of the Division of Administration; and

WHEREAS, LITACorp is a non-profit organization that was created to administer (1) a *Technical Assistance Program* to assist Louisiana’s municipal and parish governments with identifying and applying for grants through the IIJA; and (2) a *Matching Funds Grant Program* to equip local governments with matching funds that can be used to meet the local cost share requirements of federal grant programs funded through IIJA; and

WHEREAS, LITACorp desires to engage the CONSULTANT to render certain professional Project Management services in connection with the assisting municipal and parish governments with competitive federal grant opportunities and effectively administering grant funds.

NOW, THEREFORE, the parties do mutually agree as follows:

I. Employment of Consultant:

LITACorp hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the Project Management Scope of Services set forth under the terms and conditions of this agreement.

- g. Synthesize data/information and transform it into compelling narratives, exhibits, attachments, and other supplemental materials appropriate to the specific grant programs to demonstrate eligibility, need, and competitiveness of the grant applications.
- h. Develop or provide technically-sound conceptually project cost estimates, if not readily available, to outline base cost of applicant projects.
- i. Conduct public outreach, if applicable, such as public and stakeholder meetings to fulfill grant programs' community engagement requirements and to build awareness of and support for applicant projects.
- j. Draft and obtain letters of support from federal, state, and local elected officials in a timely fashion to submit with grant applications.
- k. Develop project budgets and justifications in accordance with grant solicitation requirements and in alignment with local and state policies and regulations.
- l. Conduct detailed benefit cost analyses as required by various grant programs.
- m. Gather required environmental data, permits, and approvals.
- n. Edit draft proposals for consistency of messaging, ensuring integration of grant requirements and completeness prior to applicant final review and submittal to grantmaking agency.
- o. Ensure each grant package is prepared and submitted in a timely fashion, with all elements adhering to grant requirements and evaluation criteria.
- p. Conduct a quality assurance/quality control process to ensure accuracy and completion of applications.
- q. Ensure applicants have access to grant submittal portals and, as needed, upload information into agency grant portals for applicants' convenience.
- r. Collect and organize all materials prepared for any grant application and submit final versions to applicant and LITACorp as part of a close-out process.
- s. Assist with the coordination of regional and statewide projects to maximize impact and increase the competitiveness of submitted grant applications.

3. Manage Successful IIJA Grant Applications

- a. Manage grantee compliance in accordance with federal, state, and local policies and procedures.
- b. Create and maintain project files that demonstrate compliance with all applicable federal, state, and local regulations.
- c. Coordinate and manage the creation and submittal of all reports required of grant recipients by the awarding agency and/or federal and state law.
- d. Streamline reporting processes to ensure continuous compliance with federal regulations governing grant administration requirements, communicate reimbursement requests and reporting requirements to communities, and implement grants management and monitoring processes to collect information necessary for fund requests and post-award reporting.
- e. Establish internal financial tracking systems, if not yet established, to ensure funds are expended for the specified purposes and within established timelines.
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- i. Complete close-out reporting requirements for all communities to demonstrate the scope of grant-funded work was fully implemented, all obligated funds were expended appropriately, and grant conditions were implemented and documented as required.

4. Project Management

- a. Comprehensive management and coordination of the Technical Assistance Program, including all grant applications, projects, and consultant staff.
- b. Provide LITACorp with detailed weekly updates regarding community outreach and engagement activities, project pipeline, IJA grant programs, regional collaboration opportunities, grant development/submission, ongoing challenges, and other related activities.

- c. Prepare formal responses to address LITACorp, applicant, and constituent questions/inquiries and requests for information.
- d. Attend relevant community meetings, workshops, events and hearings (as necessary).
- e. Assist LITACorp with identifying, strategizing, and prioritizing funding needs for community projects, including matching funds.
- f. Meet regularly with LITACorp and applicants to discuss potential grant application and project management matters, such as appropriate grant programs, project scope of work, and most competitive strategies to deploy to be awarded IJA grant funds.

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- a. Provide, accommodate, or secure professional design and technical services, which all require prior approval of LITACorp to:
 - i. Ensure applicants have access to licensed engineers and architects who can create and submit the designs and specifications necessary to illustrate feasibility and cost estimates for grant applications; and
 - ii. Certify project plans and specifications, oversee procurement processes, and manage construction.

III. Times of Performance:

The services of the Consultant shall commence on the date of signing of this Agreement and all proper work order approved by LITACorp, an example of which is attached hereto as EXHIBIT A. Services shall be provided on a per hour basis as set forth in the Rate Sheet attached as EXHIBIT C. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All services shall be rendered in accordance with this Agreement and the Standard Operating Procedures for LITACorp Consultants, attached hereto as EXHIBIT B.

IV. Access to Information:

It is required that all information, data, reports, records as are existing, available and necessary for the carrying out of work outlined above shall be furnished to the Consultant by the LITACorp. No charge will be made to the Consultant for such information and the LITACorp will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Agreement.

V. Compensation and Method of Payment:

Consultant will be paid per hour for work performed using their established rate sheets in accordance with this agreement. Consultant will submit an itemized invoice setting forth the time spent and services rendered, and the company will pay Consultant the amounts due as indicated by invoice submitted by Consultant within thirty (30) days of receipt. All compensation for services shall be rendered and paid in accordance with this Agreement and the Standard Operating Procedures for LITACorp Consultants, attached hereto as EXHIBIT B.

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Both LITACorp and Consultant agree that Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

VII. Ownership of Documents:

All documents and data are the property of LITACorp. Consultant may retain reproducible copies of documents and data.

VIII. Professional Liability:

Consultant shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of materials for the project covered by this Agreement.

IX. Indemnification:

Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant, and shall exonerate, indemnify, and hold harmless LITACorp, its officers, agents and all employees from and against them and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and Income Tax laws. Further, Consultant shall exonerate, indemnify and hold harmless LITACorp with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Agreement by Consultant. This shall not be constructed as a limitation of the Consultant's liability under this Agreement or as otherwise provided by law.

X. Termination:

Consultant and LITACorp agree that this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The parties also recognize that the contract may also be terminated for convenience as the State of Louisiana has the authority

to terminate its agreement with LITACorp at any time by giving ninety (90) days written notice to LITACorp. If any such termination occurs, Consultant shall be notified by LITACorp in writing and Consultant shall, unless the notice documents state otherwise, immediately discontinue the work in connection with the performance of this Agreement. Consultant shall be entitled to payment for services rendered at the time of termination.

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XIII. Anti-Discrimination Clause:

Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. LITACorp agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XIV. Cybersecurity Training:

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and Contractor must present evidence of such compliance annually off State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal

workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

XV. Confidential Information:

Consultant agrees to that any information received by the Consultant during work in accordance with this contract that concerns the personal, financial, or other affairs of the LITACorp will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

XVI. Address of Notices and Communications:

Leslie Durham, Executive Director LITA Corp 707 North 7 th Street Baton Rouge, Louisiana 70802	Jack Hunt Hunt, Guillot & Associates, LLC 9357 Interline Avenue Baton Rouge, LA 70809 CONSULTANT
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Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph on in any way determine its interpretation or application.

ATTEST:

LITA Corp

Fisye Daudri.dg e
(Printed Name of Witness)

BY: *Leslie Durham*
Leslie Durham, Executive Director

DATE: June 1, 2023

Matthew Brickey
Matthew Brickey
(Printed Name of Witness)

Jack Hunt
CONSULTANT

BY: Jack Hunt
Principal

DATE: 6/1/2023



TECHNICAL ASSISTANCE PROGRAM: GUIDELINES



LOUISIANA **INFRASTRUCTURE TECHNICAL ASSISTANCE** CORP.

707 NORTH 7TH STREET BATON ROUGE, LOUISIANA 70802

Louisiana Infrastructure Technical Assistance Corporation

Technical Assistance Program Guidelines

Submitted to:

The Joint Legislative Committee on the Budget

By:

The Louisiana Infrastructure Technical Assistance Corporation

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I. **About the Louisiana Infrastructure Technical Assistance Corporation**

Established by ACT No. 497 in the 2022 Regular Session, the Louisiana State Legislature authorized the Political Subdivision Federal Grant Assistance Fund (§100.201) “to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Act ([P.L. 117-58](#))”.

As a result, the Louisiana Infrastructure Technical Assistance Corporation (LITACorp), a nonprofit organization, was established in October 2022 as a collaborative partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL) to advance three key goals:

1. Equip political subdivisions located in rural and economically distressed areas with the tools and resources they need to identify, apply for, and administer federal grants funded through the Infrastructure Investment and Jobs Act (IIJA).
2. Minimize barriers for political subdivisions to access federal resources by assisting them with meeting local cost share requirements of federal grant programs funded through IIJA.
3. Acquire federal grant funds through IIJA to construct, improve, or repair public infrastructure – water and sewer systems, roads, bridges, railways, ports, broadband, etc. – in rural and economically distressed communities throughout Louisiana.

II. **Program Description**

a. **Overview**

The Technical Assistance Program (TAP) provides services to local governments throughout Louisiana including, but not limited to, the following: strategic planning, project development, funding identification, grant writing, grant administration, and more. LITACorp has partnered with Franklin Associates and Hunt, Guillot and Associates (HGA) to provide technical assistance.

b. **Priorities**

LITACorp was designed to serve local governments with the greatest needs, so they could benefit from the influx of IIJA grant dollars that will be administered over the next five years.

LITACorp’s priorities revolve around serving local governments with limited **Capacity** and unstable **Fiscal** health, located in **Rural** and/or **Economically Distressed** areas.

III. **Eligibility Information**

a. **Eligible Entities**

Entities eligible to apply for a grant through the MFGP is limited to political subdivisions, including:

- Villages
- Towns

- Municipalities
- Parishes (i.e., police jury)

Nonprofit organizations and small businesses are not eligible to apply for assistance.

IV. Application Submission

a. How to Apply

Eligible applicants can visit LITACorp’s grant portal to submit a Letter of Interest (LOI) for LITACorp’s TAP: <https://www.grantinterface.com/Home/Logon>. All applicants will be prompted to create an account in LITACorp’s grant portal before applying.

LITACorp began accepting LOIs on June 22, 2022, and will accept LOIs on a rolling basis.

b. Application Content Requirements

The TAP LOI will require local governments to provide basic information about their communities, such as population, median household income, poverty rate, etc. Additionally, local governments will need to provide their more recent budget and information about the number of federal grants they have applied for and received over the past three years. This information will serve as the foundation from which applications will be evaluated.

In addition to the information above, local governments are encouraged to include information about one or more potential projects and the most needed technical assistance.

Content requirements may include, but not be limited to, the following:

- General Information
 - Applicant Overview
 - State Legislative Districts
 - Federal Congressional Districts
 - Population
 - Socioeconomic Status
- Fiscal Information
 - Annual Budget
 - Financial Audit
- Capacity Information
 - Grant Writer Access
 - Grants Applied For
 - Grants Received
- Technical Assistance Information
 - Type of Requested Technical Assistance
 - Proposed Infrastructure Project
- Authorization to Apply
 - Authorization Statement
 - Certification Statement

Ultimately, LITACorp’s TAP LOI will be simple to complete, but will still require the necessary information to make informed decisions about which local governments should

be prioritized for technical assistance (i.e., those local governments in more rural and economically distressed areas). This process will also allow LITACorp to discover partnership opportunities across jurisdictions to strengthen the IJA applications being submitted by Louisiana local governments.

c. Application Submission Instructions

TAP LOIs must be submitted electronically through [LITACorp's Grant Portal](#).

After a LOI is submitted, LITACorp will begin a validation process during which the application may be accepted, returned to the applicant due to errors or incomplete information, or rejected.

Be advised that it may take several days for the validation process to be completed.

V. Application Evaluation

a. Criteria

LITACorp has established criteria to evaluate applications submitted by municipalities and parishes, respectively, to help ensure technical assistance is directed towards those communities that need it most.

Municipalities will be evaluated as follows:

CRITERIA FOR MUNICIPALITIES		
Criterion	Description	Maximum Points
Distress	<p>The extent to which a municipality demonstrates economic distress, as defined by the following indicators:</p> <ul style="list-style-type: none"> • Persistent Poverty designation (10 points) • Justice40 Disadvantaged Community (10 points) • Median Household Income below the state average (5 points) • Poverty Rate above the state average (5 points) 	30
Rurality	<p>The extent to which a municipality demonstrates rurality as defined by the following population groups:</p> <ul style="list-style-type: none"> • 1-5,000 (30 points) • 5,001-15,000 (25 points) • 15,001-25,000 (20 points) • 25,001-35,000 (15 points) • 35,001-50,000 (10 points) • Greater than 50,000 (5 points) 	30
Fiscal	<p>The annual budget for the municipality:</p> <ul style="list-style-type: none"> • Less than \$10 million (20 points) • \$10,000,001-\$20,000,000 (15 points) • \$20,000,001-\$30,000,000 (10 points) 	20

	<ul style="list-style-type: none"> • \$30,000,001-\$45,000,000 (5 points) • Greater than \$45,000,000 (1 points) 	
Capacity	<p>The number of federal grants the municipality applied for in the past three (3) years (max. 15 points):</p> <ul style="list-style-type: none"> • None (15 points) • 1-3 (12 points) • 4-6 (8 points) • 7-9 (4 points) • 10 or more (2 points) <p>The number of federal grants the municipality was awarded in the past three (3) years (max. 5 points):</p> <ul style="list-style-type: none"> • None (5 points) • 1-3 (4 points) • 4-6 (3 points) • 7-9 (2 points) • 10 or more (1 point) 	20
TOTAL		100

Parishes will be evaluated as follows:

CRITERIA FOR PARISHES		
Criterion	Description	Maximum Points
Distress	<p>The extent to which a parish demonstrates economic distress, as defined by the following indicators:</p> <ul style="list-style-type: none"> • Persistent Poverty designation (10 points) • Justice40 Disadvantaged Community (10 points) • Median Household Income below the state average (5 points) • Poverty Rate above the state average (5 points) 	30
Rurality	<p>The extent to which a parish demonstrates rurality as defined by the following population groups:</p> <ul style="list-style-type: none"> • 1-15,000 (30 points) • 15,001-30,000 (25 points) • 30,001-45,000 (20 points) • 45,001-60,000 (15 points) • 60,001-75,000 (10 points) • Greater than 75,000 (5 points) 	30
Fiscal	The annual budget for the parish:	20

	<ul style="list-style-type: none"> • Less than \$25,000,000 (20 points) • \$25,000,001-\$40,000,000 (15 points) • \$40,000,001-\$55,000,000 (10 points) • \$55,000,001-\$65,000,000 (5 points) • Greater than \$65,000,000 (1 points) 	
Capacity	<p>The number of federal grants applied the parish for in the past three (3) years (max. 15 points):</p> <ul style="list-style-type: none"> • None (15 points) • 1-3 (12 points) • 4-6 (8 points) • 7-9 (4 points) • 10 or more (2 points) <p>The number of federal grants the parish was awarded in the past three (3) years (max. 5 points):</p> <ul style="list-style-type: none"> • None (5 points) • 1-3 (4 points) • 4-6 (3 points) • 7-9 (2 points) • 10 or more (1 point) 	20
TOTAL		100

b. Review and Selection Process

LITACorp will review and approve TAP LOIs on a rolling basis. LOIs will be prioritized based on how high they score against the evaluation criteria (*above*).

VI. Technical Assistance Administration

Upon selection for technical assistance, a memorandum of understanding (MOU) will specify the terms and specific conditions resulting from the pre-award risk assessments and the merit-based review process. The MOU must be accepted in the LITACorp Portal by an aLITACuthorized representative of the grantee organization.

Upon submission of the MOU, the applicant will be connected with LITACorp’s technical assistance provider. LITACorp’s TA provider will determine, in coordination with the applicant, the scope and duration of the TA activities.



Figure 1 LITACorp Technical Assistance Program Process Flowchart

VII. LITACorp Contact Information

All questions about the TAP should be directed to loi@litacorp.org. LITACorp will respond to all emails within 48 hours Monday through Friday.

VIII. General Disclosures

Technical assistance will be provided only to the extent that funds are available. Publication of TAP guidelines does not obligate LITACorp to provide technical assistance.

LITACorp will not reimburse for any other costs associated with the preparation of a response to the TAP.



**TECHNICAL ASSISTANCE PROGRAM:
GUIDEBOOK VERSION 2.0**



LITACorp Guide

Version 2.0 – September 13, 2023

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Version History

Version	Date	Revision Summary
1.0	8/22/23	First version
2.0	9/12/23	<ul style="list-style-type: none">• Added the Overview and Website sections• Added additional details regarding Task 1 and Task 2 process• Added list of IIJA grant opportunities available to localities• Added list of standing programs and IRA grant opportunities available to localities• Updated the font and overall font guidance for use in external LITACorp documents

LITACorp Overview

LITACorp is a non-profit organization that is a collaborative partnership between the LMA and Louisiana Policy Jury Association, with funding from the State of Louisiana, to build the capacity of Louisiana's parishes and municipalities to identify, apply for, and administer federal grants funded through the Infrastructure Investment and Jobs Act (IIJA). The Louisiana Infrastructure Technical Assistance Corporation (LITACorp), a nonprofit organization, was established in October 2022 as a collaborative partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL) to advance three key goals:

- Equip localities located in rural and economically distressed areas with the tools and resources they need to identify, apply for, and administer federal grants funded through the Infrastructure Investment and Jobs Act (IIJA).
- Minimize barriers for localities to access federal resources by assisting them with meeting local cost share requirements of federal grant programs funded through IIJA.
- Acquire federal grant funds through IIJA to construct, improve, or repair public infrastructure – water and sewer systems, roads, bridges, railways, ports, broadband, etc. – in rural and economically distressed communities throughout Louisiana.

LITACorp Website

The LITACorp website is located at: <https://www.litacorp.org/>.

Branding and Communication Protocols

Brand Guidelines and Templates

LITACorp brand guidelines can be found here: [23 LITAC-Logo-guidelines.pdf](#). For all LITACorp documents, please utilize the heading styles used in this document. To add Metropolis to your list of available fonts in Microsoft, download the fonts [here](#) and click install. You may need to restart Microsoft Word or PowerPoint for the font to populate.

Communications Protocols

LITACorp Teams/Sharepoint Site

LITACorp project sites can be found in the following locations: [Teams Link](#) and [SharePoint Link](#). SharePoint and Teams mirror each other and are simply different ways of accessing the same files. Project team members must always work in a live, online document to facilitate collaboration, rather than working in a downloaded copy of a file. Files hosted on the SharePoint and Teams are visible to the client and the entire project team. Confidential or sensitive information should be stored separately.

LITACorp Email Addresses

Every person working on the LITACorp project must use their LITACorp email address for all communications with federal, state and local officials.

Monitoring and Responding to LITACorp Mailboxes

Monitoring

E-mail messages created and transmitted via LITACorp mailboxes info@litacorp.org and LOI@litacorp.org are monitored by HGA during the business hours of 9:00 a.m. – 5:00 p.m., Monday through Friday. Franklin provides backup coverage when needed upon request.

Responding

Prompt replies are important in conveying a professional image and delivering good customer service. All e-mails should be acknowledged within 24 hours. The 24 hour 'rule' applies to acknowledging receipt of the e-mail and committing to the action, not to completing the required action.

E-mail responses that require consulting with the TA team should be sent within a reasonable (or set) timeframe. E-mails received over the weekend should be responded to Monday morning.

Incoming e-mails regarding technical issues that require the assistance of IT, should be sent to Aury Kangelos at aury@litacorp.org to be corrected. E-mails with technical issues should receive the following response or similar:

Hi [Salutation]

Thank you for bringing that to our attention. We are working to resolve the issue in a timely manner and will update you once resolved.

Sincerely,

[Team LITACorp Signature]

General

- All emails should be professional and respectful in tone.
- Should start with a salutation and end with a closing.
- Emails should be proofread, grammar and spell checked before sending to correct errors, check tone, and avoid miscommunication.
- Avoid using ALL CAPS in email communications.
- Emails should include the appropriate signatures (see "Email Signatures").

Completion

Once an email that requires action has been completed, move the email from the inbox to the appropriate subfolder.

Disclaimer

The following disclaimer is included in each outgoing email:

The information transmitted by this email and any attachments are confidential and intended solely for the use of the individual or entity to which they are addressed. This email may contain proprietary, business-confidential, and/or privileged material. If you are not the intended recipient of this message, any use, review, retransmission, distribution, reproduction, or any action taken in reliance upon this message is strictly prohibited. If you have received this email in error, please notify the sender.

Email Signatures

The following signature appear in all outbound emails as well as responses to emails for info@litacorp.org:



Team LITACorp
Louisiana Infrastructure Technical Assistance Corporation (LITACorp)
info@litacorp.org
(225) 230-2229
www.litacorp.org

The information transmitted by this email and any attachments are confidential and intended solely for the use of the individual or entity to which they are addressed. This email may contain proprietary, business-confidential, and/or privileged material. If you are not the intended recipient of this message, any use, review, retransmission, distribution, reproduction, or any action taken in reliance upon this message is strictly prohibited. If you have received this email in error, please notify the sender.

The following signature appear in all outbound emails as well as responses to emails for loi@litacorp.org:



Team LITACorp
Louisiana Infrastructure Technical Assistance Corporation (LITACorp)
loi@litacorp.org
(225) 230-2229
www.litacorp.org

The information transmitted by this email and any attachments are confidential and intended solely for the use of the individual or entity to which they are addressed. This email may contain proprietary, business-confidential, and/or privileged material. If you are not the intended recipient of this message, any use, review, retransmission, distribution, reproduction, or any action taken in reliance upon this message is strictly prohibited. If you have received this email in error, please notify the sender.

Individual LITACorp Emails

All correspondence to and from local governments comes from the LITACorp email address (typical format is: "[first initial last name](mailto:first initial last name@litacorp.org)"@litacorp.org). In all correspondence, identify yourself as a LITACorp TA Provider helping to identify IJA opportunities, assist with grant writing, assist with grant management and/or identify adjacent opportunities and resources.

Email Signature

Add the following signature to appear in all outbound e-mails as well as responses to e-mails.

For the phone number, use your office number and extension if you have one. The LITACorp phone number should **NOT** be used in the signature line.



First Name Last Name
Louisiana Infrastructure Technical Assistance Corporation (LITACorp)
yourname@litacorp.org
(XXX) XXX-XXXX
www.litacorp.org

The information transmitted by this email and any attachments are confidential and intended solely for the use of the individual or entity to which they are addressed. This email may contain proprietary, business-confidential, and/or privileged material. If you are not the intended recipient of this message, any use, review, retransmission, distribution, reproduction, or any action taken in reliance upon this message is strictly prohibited. If you have received this email in error, please notify the sender.

Task 1: Conduct Outreach to Louisiana Local Governments

Time interacting with prospective local governments prior to TA Work Order is billed to the Outreach Work Order including LOI completion, Discovery Sessions and development of Grant Guides for localities. Outreach also includes:

- One-on-one outreach to localities
- Call Center staff available for continuous outreach until the majority of LOIs are completed, as determined by LITACorp.
- Workshops held throughout the State

All outreach efforts should be limited to local governments including villages, towns, cities, parishes, and ports to the extent possible. Local agencies (e.g., town police departments) should not be targeted for general outreach efforts, as Technical Assistance would go to their local government (i.e., the town) and not a specific agency. LITACorp does not provide Technical Assistance to state agencies or nonprofits, and should therefore not conduct outreach with those entities.

The Outreach process begins with efforts to encourage and assist localities with LOI Completion. Following LOI completion, the assigned TA Provider will hold a discovery session with the local government to determine needs and capabilities, and to identify potential funding sources. After creating a grant strategy with the local government, the TA Provider will make a determination as to which funding sources LITACorp will provide TA to pursue. The TA Provider compiles a Grant Guide for each locality which includes one page overviews of relevant potential grant funding opportunities. The one page documents can be found in Once this is completed, the locality will sign an MOU acknowledging the conditions of receiving TA from LITACorp. Below are the major process steps that occur with localities during the Outreach phase.



LOI Development and Submission

One-on-One Outreach to Localities

TA Providers and Call Center agents (TA Team) generally follow the steps listed below when reaching out to localities regarding LITACorp:

- Reach out to local governments to tell them about LITACorp and advise them to complete and submit the LOI.
- Assist with completion of LOI if the locality requests/needs assistance.
- Submitting the LOI does not/is not:
 - Obligate them to use LITACorp exclusively for IJJA funding opportunities
 - An application for an actual IJJA-funded grant
 - Obligate them to apply for IJJA-funded grants

Call Center

- Call Center Agent staff are available to assist local governments complete the LOI.
- A Call Center Agent is available Monday-Friday, 9 AM – 5 PM with the goal of [helping complete the LOIs](#).
- Call Center Agent can take inbound calls and place outbound calls as needed.
- The phone number is 225-230-2229

A LITACorp Client is defined as any Parish, City, Town, Village, or other locality providing a Letter of Interest to LITACorp.

Workshops

LITACorp hosts a series of 16 Workshops throughout the state from August through October 2023. The purpose of these workshops is to raise awareness of LITACorp and what it can provide rural municipalities, and to help local governments take the first steps towards receiving technical assistance.

TA Providers create a list of all localities contacted at Workshops, along with their status and needs. The TA Provider assisting the locality will monitor Foundant for LOI completion; if the LOI is not completed within one week of the workshop, the TA Provider will contact the locality to offer assistance. If, based on discussion at the workshop, there is a need to assist with something other than LOI completion, the TA Provider will contact the locality within a week of the workshop.

LOI Submission and Assignment

- As LOIs are completed, Foundant generates an automated email that goes to each of the TA Providers.
- Assignments are made on a rotational basis (i.e., Franklin is assigned every other locality). Exceptions can be made on a case-by-case basis.
- The TA Provider assigned the LOI adds the new locality to the [LITACorp TA Status and Data Tracker.xlsx](#).
- The TA Provider assigned creates a folder for the locality where all information including meeting agendas, meeting notes, materials received from the locality and Grant Guides are posted. The folder is created at: Teams at LITACorp > General > 04. Local Municipality LOIs and Documentation (Task 2, 3, 5)

Discovery Session

Discovery Sessions are scheduled following assignment of a locality to a TA provider. Prior to the Discovery Session, the assigned TA Provider should review the locality's LOI and prepare for the session by reviewing any funding programs that may be of interest to the locality based on information provided in the LOI. When possible, the TA Provider should arrange to have a SME on hand to address relevant funding programs identified from the LOI. The TA provider should also review [LDH Water Grades](#) to help identify needs. No more than 2 TA Providers should be on each Discovery Sessions.

Below is an Email Template to send to locality to set up Discovery Session.

Subject: LOI Application – Next Step Discovery Call

Salutation + Name,

I'm following up with you on your recent LOI submission. The next step in the application process is to schedule a Discovery Call with one of our TA Providers. The main goal of this call is to gain a greater understanding of the project(s) you are seeking funding for so we can identify the best grant opportunities. The call takes approximately 30 – 60 minutes.

I'd like to get you scheduled as soon as possible, this week or next. Please let me know which days and time work best for you. After we set a date and time, you will receive a confirmation email with details for the call. Please don't hesitate to reach out with any questions you may have in the meantime.

I look forward to hearing back from you soon.

Sincerely,

- After receiving a response from the applicant, coordinate with the point of contact assigned to that locality to set the schedule.
- Create a Teams Meeting or Zoom to send out to the applicant. Put “Objectives of the Discovery Call” in the body of the invitation.
- Prepare the Agenda with all the relevant details and talking points.
- Send a courtesy reminder to the applicant before the scheduled meeting.

SCHEDULE DISCOVERY CALL TIMELINE: 2 weeks total (10) business days

- Send 1st email request. If there is no response within 2 days, send out a 2nd email request and call the number provided on the LOI.
- If there is no response within 1 day of the 2nd request, call the applicant again.
- If applicant is still unresponsive/unable to be reached after two (2) emails, two (2) phone calls, and ten (10) business days from assignment, report to LITACorp unable to reach applicant to schedule discovery. LITACorp may offer another way to reach that applicant.

During the Discovery Session, TA providers meet with leaders of the locality to discuss the following topics:

- **LITACorp**
The TA Provider should provide:
 - Background on the Program
 - Information on Eligible TA (i.e., IIJA-funded competitive grants)
 - Information on Matching Funds Program
 - Examples Available Funding Programs
- **Locality**

The TA Provider should gain an understanding of the locality's:

- Needs
- Priorities
- Capabilities
- Interest in specific grant opportunities
- Status of Grants.gov and SAM.gov registration
- **Specific Information on Relevant Funding Programs**
The TA Provider should provide information on applicant eligibility, types of projects eligible for funding, submission timelines, and match requirements for relevant funding programs. These could be funding sources identified ahead of time by reviewing the LOI or funding sources identified as relevant based on discussion.
- **LOI**
The TA Provider should use the Discovery Session to clarify any questions generated by the LOI.

Multiple Discovery Sessions may take place for the same locality to further advance the conversation.

After the Discovery Session(s), TA Provider develops a Grant Guide outlining appropriate grant funding opportunities. This may include non-IIJA funding opportunities if those are applicable. One-pagers to develop a Grant Guide specific to the locality can be found in the [IIJA Grant Information and Background Research](#) organized by federal agency with subfolders for each individual grant within the federal agency folder.

When sending the Grant Guide, the TA Provider notes which grant opportunities based on their priorities that LITACorp can assist with grant writing. Only one to two grant funded opportunities should be selected for each locality.

Once the locality indicates they are ready to proceed to grant writing assistance, the TA Provider follows the steps outlined in the next section.

Task 2: Pursue IIJA Funding

- If a "go" decision is made to pursue an IIJA funding opportunity(ies), a LITACorp creates a budget for providing the Technical Assistance and submits a Work Order in Foundant.
- LITACorp develops and execute an MOU between LITACorp and the locality
- Upon approval of TA Work Order, TA Provider begins work with the locality, its advisors, and other interested parties as directed by the locality
 - TA Team assigns SMEs by cross-cutting requirements.
 - Goal should be to submit grant application 48 hours prior to deadline if possible
 - Locality is responsible for the following:
 - Final editing
 - Actual submission

- If the goal of submitting 48 hours before the deadline is met, any technical or access issues should be resolved prior to the deadline.
- TA Providers are able to freely communicate with representatives of localities to assist them compile competitive grant applications.
- Draft grant applications should be noted as drafts in the title of the document.
- If possible and the locality can access it, the locality is given links to the grant application so they can work collaboratively in real time in the file.
- If a locality cannot access the Teams Links, draft or final grant applications may be sent to LITACorp Clients as e-mail attachments.
 - Upon receiving feedback and changes from LITACorp Clients, the relevant team member is responsible for merging the client's edits into the "live" document within Teams.
 - After successful integration, the previous version of the document should be moved to the designated "Z-Archive" folder within the Teams channel. This folder will serve as a repository for historical records, ensuring easy retrieval and reference of past versions.
- Access to government data systems SAM.gov and Grants.gov
 - LITACorp TA Providers should create accounts in Grants.gov using their litacorp.org e-mail addresses.
 - Determine who the AOR (Authorized Organization Representative) is in SAM.gov.
 - Should be one of the individuals listed in the "Contacts" section
 - SAM.gov records are not updated based on results of local elections
 - Only the AOR is permitted to create a "Workspace" in Grants.gov to upload documents to submit a grant application.
 - LITACorp TA Providers can offer to be invited to the Grants.gov Workspace by the applicant with their LITACorp e-mail addresses.
 - LITACorp TA Providers will be able to upload documents needed for the grant application.
 - Responsibility for submitting the application on Grants.gov should remain with the locality/AOR.

Task 3: Manage Successful IJA Applications

Below is the scope of work covered under this task. Once grant awards are made, this section will be fleshed out into policies and procedures for providing grant management services.

- Manage grantee compliance in accordance with federal, state, and local policies and procedures.
- Create and maintain project files that demonstrate compliance with all applicable federal, state, and local regulations.

- Coordinate and manage the creation and submittal of all reports required of grant recipients by the awarding agency and/or federal and state law.
- Streamline reporting processes to ensure continuous compliance with federal regulations governing grant administration requirements, communicate reimbursement requests and reporting requirements to communities, and implement grants management and monitoring processes to collect information necessary for fund requests and post-award reporting.
- Establish internal financial tracking systems, if not yet established, to ensure funds are expended for the specified purposes and within established timelines.
- Coordinate with applicants and relevant stakeholders to obtain all necessary cost estimates and other documentation to develop grant proposals and comply with required post-award reporting.
- Track and monitor all project activities and cost expenditures, including indirect costs, to ensure grant funds are expended in accordance with federal guidance, policies, and regulations.
- Monitor and evaluate the progress of projects post-award in accordance with the approved scope of work and budget outlined in grant applications.
- Complete close-out reporting requirements for all communities to demonstrate the scope of grant-funded work was fully implemented, all obligated funds were expended appropriately, and grant conditions were implemented and documented as required.

Task 5: Professional Technical Support

HGA is responsible for providing all professional technical support. This includes providing, accommodating, and/or securing professional design and technical services, which all require prior approval of LITACorp to:

- Ensure applicants have access to licensed engineers and architects who can create and submit the designs and specifications necessary to illustrate feasibility and cost estimates for grant applications; and
- Certify project plans and specifications, oversee procurement processes, and manage construction.

Work Order Business Rules

Step 3: Initiate a New Work Order Within the Foundant Work Order system.

Step 4: Work Order Details: In the work order form, provide the necessary details for the TA assignment. These details may include:

- **Staff Information:** Select the staff member's name or ID from a drop-down menu or enter their information manually.
- **Project Name:** Specify "LITACorp" as the project name.
- **Task Description:** Clearly describe the specific task or technical assistance assignment the staff member will be responsible for within the LITACorp project.

- **Hours:** Indicate the number of hours the staff member is allocated to work on this task. Ensure this aligns with the project's overall timeline and budget constraints.
- **Timeline:** Set the start and end dates for the TA assignment to establish clear deadlines and ensure timely completion.

Step 5: Review and Submit: Before finalizing the work order, double-check all the details entered for accuracy and completeness. Ensure that the staff member's information, task description, hours, and timeline are all correct.

Step 6: Confirmation and Notification: Once the work order is submitted successfully, the Foundant system should generate a confirmation notification. This notification should be sent to the relevant parties, including the staff member, their supervisor, and the project manager or administrator overseeing the LITACorp project.

Logging Communications with Localities

ALL communications prior to assignment of Discovery Session with localities are logged in the [LITACorp Outreach Data.xlsm](#) and select the worksheet "Communication Log TA Team-Grid."

- Add a row and enter the information as necessary
- Column C "Municipality," is data-validated; use the drop-down menu
- Enter communication method
- Enter the task/Action Item
- Input the first name and last initial of the individual who performed the task.
- Enter summary, but meaningful notes.

Once an LOI is sent to LITACorp TA Providers, a Discovery Session is scheduled by Franklin or HGA and all updates and communications with the locality are captured in the [LITACorp TA Status and Data Tracker](#).

NOTE: We are working on migrating all interactions with localities and the workflow for moving localities through the outreach and TA process to ClickUp.

IJA Competitive Application Funding Guide

Below is a list of IJA funded grant opportunities by Federal Agency that LITACorp can potentially assist localities to write and submit grant applications once there is an executed TA Work Order. This list will be updated and refined with subsequent versions of this guide. There is also additional opportunities outlined in: [IJA Funding Sources.xlsx](#).

Additional details regarding these programs including one-pagers on each funding source that can be shared with localities can be found in the [IJA Grant Information and Background Research](#) organized by federal agency with subfolders for each individual grant within the federal agency folder.

Department of Energy (DOE)

[Energy Efficiency Revolving Loan Fund Capitalization Grant Program](#)

[Energy Improvement in Rural or Remote Areas](#)

[Grid Innovation Program](#)

[Weatherization Assistance Program Enhancement and Innovation Program](#)

[Smart Grid Grants](#)

Department of Transportation (DOT)

[Bridge Investment Program](#)

[Charging Fueling Infrastructure Grant Program](#)

[Grants for Bus and Bus Facilities Competitive Grant Programs](#)

[Low or No Emission Vehicle Program](#)

[Port Infrastructure Development Program](#)

[National Infrastructure Project Grant \(MEGA\)](#)

- Not likely applicable to the localities we are working with but noted for situational awareness

[Nationally Significant Multimodal Freight and Highway Grants \(INFRA\)](#)

- Requires regional coordination

[Natural Gas Distribution Infrastructure Safety and Modernization Grant](#)

[Promoting Resilient Operations for Transformative, Resilient & Cost Saving Transportation \(PROTECT\)](#)

[Railroad Crossing Elimination Grant](#)

[RAISE Grant Program](#)

[Reconnecting Communities and Neighborhoods Program](#)

[Rural and Tribal Assistance Pilot Program](#)

For the current NOFO, the maximum number of applications an applicant can submit is 3. The caveat is that the applicant is limited to the maximum amount awarded to a state at 20% of the allotted fiscal year funding: \$320,000 for FY22 and \$360,000 for FY23. So, if an applicant were to receive multiple awards, the total of those awards would be \$320,000 if awarded from FY22, for example. For the next round of funding, it hasn't yet been decided what the maximum award amount will be, but the awards to any one state will still be limited by the 20% cap on the fiscal year's funding, which for FY24 is \$2 million.

[Rural Surface Transportation Grant \(RURAL\)](#)

[Safe Streets and Roads for All \(SS4A\) Grant Program](#)

[Strengthening Mobility and Revolutionizing Transportation \(SMART\) Grants](#)

[Wildlife Crossings Program](#)

National Oceanic and Atmospheric Administration

[Coastal Habitat Restoration and Resilience Grants for Tribes and Underserved Communities](#)

- Due December 19, 2023

[Transformational Habitat Restoration and Coastal Resilience Grants](#)

Additional Funding Opportunities

Below is a list of additional funding opportunities that are available to localities and may be offered as additional potential grants to localities. However, LITACorp cannot assist with writing grants for these programs because they are not IIJA funded and/or funding is not distributed competitively via grant applications. This is

not an exhaustive list and updates to this list will be made as additional grants are rolled out.

Standing Programs

Department of Energy

[Energy Efficiency Community Block Grant](#)

[Weatherization Assistance Program](#) (supplemental appropriation was provided via IJA)

Department of Transportation

[Thriving Communities Program](#)

Inflation Reduction Act (IRA)

Department of Energy

[Home Energy Rebate Programs](#)

[Section 40101 \(D\) Formula Grants to States and Indian Tribes](#)

[Technical Assistance for the Adoption of Building Energy Codes](#)

[Transmission Siting and Economic Development Grants Program](#)

Underserved and Indigenous Community Microgrids

Environmental Protection Agency

[Drinking Water System Infrastructure Resilience and Sustainability](#)

[Solar for All](#)

USDA – Rural Development

[Empowering Rural America \(ERA\) Program](#)

[Powering Affordable Clean Energy \(PACE\) Program](#)

[Rural Energy for America Program \(REAP\)](#)

Federal Emergency Management Agency

IJA provided additional funding to [BRIC, FMA and STORM ACT](#) and created a Cybersecurity program.

Building Resilient Infrastructure and Communities (BRIC)

BRIC is funded annually and awarded competitively. Applications for BRIC are submitted to GOHSEP. FEMA opens the grant application period in the fall and it typically closes in January. BRIC can be used to fund:

- Capability- and Capacity-Building (C&CB) activities: Building code activities, partnerships, project scoping, and mitigation planning
- Hazard mitigation projects (Construction): Flood projection, stormwater improvements, stream restoration, microgrids, electrical hardening, seismic and wind retrofits, wildfire mitigation

BRIC reduces the non-federal cost share from 25% to 10% for Economically Disadvantaged Rural Communities (EDRC) (defined in 42 U.S.C. § 5133(a) as small impoverished communities).

Flood Mitigation Assistance (FMA)

FMA is a competitive program that provides funding to states, local communities, federally recognized tribes and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program.

Cyber Security Grant Program

The State and Local Cybersecurity Grant Program (SLCGP) provides funding to eligible state, local, and territorial (SLT) governments to manage and reduce systemic cyber risk, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. The program is administered by the State. If localities have questions about this program, they can email: LCAP@la.gov.



**TECHNICAL ASSISTANCE PROGRAM:
LETTER OF INTEREST QUESTIONS**



Technical Assistance Program Letter of Interest Questions

GENERAL INFORMATION

Which entity do you represent?

- Village
- Town
- Municipality
- Police Jury

Which parish is your community located in?

Which State Legislator(s) represent your community in the Louisiana House of Representatives? Select all that apply. If you are unsure, please use your address to search (<http://www.legis.la.gov/legis/FindMyLegislators.aspx>).

Which State Legislator(s) represent your community in the Louisiana Senate? Select all that apply. If you are unsure, please use your address to search (<http://www.legis.la.gov/legis/FindMyLegislators.aspx>).

Which congressional district is your community located in? If you are unsure, please use your address to search (<http://www.legis.la.gov/legis/FindMyLegislators.aspx>).

- LA-01 (Rep. Steve Scalise)
- LA-02 (Rep. Troy Carter)
- LA-03 (Rep. Clay Higgins)
- LA-04 (Rep. Mike Johnson)
- LA-05 (Rep. Julia Letlow)
- LA-06 (Rep. Garret Graves)

POPULATION INFORMATION

What is your community's population?

If you are unsure, please use the U.S. Census Bureau QuickFacts system to look up this information (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). For cities and towns with a population of 4,999 or less, input “[City/Town], Louisiana population 2020” in your search engine (ex. Google) to easily find your population for the last decennial census.

DISTRESS INFORMATION

Is your community located in a designated persistent poverty parish (aka persistent poverty county)? Select your parish from the list below. If your parish is not included in this list, select “My community is not located in a persistent poverty parish”.

Note: A persistent poverty county is a classification for counties in the United States that have had a relatively high rate of poverty over a long period. A 2009 U.S. federal law defined a persistent poverty county as one in which *“20 percent or more of its population [has lived] in poverty over the past 30 years”* as measured by the 1990, 2000 and 2010 decennial censuses.

Is your community designated a Justice40 Disadvantaged Community? If you are unsure, please use the Climate and Economic Justice Screening Tool (<https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>) to see if your community qualifies.

- Yes
- No
- I’m not sure

What is your community’s Median Household Income (MHI)? If you are unsure, please use the U.S. Census Bureau QuickFacts system to look up this information (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). For cities and towns with a population of 4,999 or less, input “[City/Town], Louisiana median household income 2020” in your search engine (ex. Google) to easily find your MHI for the last decennial census.

What is your community’s poverty rate? If you are unsure, please use the U.S. Census Bureau QuickFacts system to look up this information (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). For cities and towns with a population of 4,999 or less, input “[City/Town], Louisiana poverty rate 2020” in your search engine (ex. Google) to easily find your poverty rate for the last decennial census.

GEOGRAPHIC INFORMATION

Which population group does your municipality belong to?

- 1-5,000
- 5,001-15,000
- 15,001-25,000
- 25,001-35,000
- 35,001-50,000
- Greater than 50,000

Which population group does your parish belong to?

- 1-15,000
- 15,001-30,000
- 30,001-45,000
- 45,001-60,000
- 60,001-75,000
- Greater than 75,000

FISCAL INFORMATION

What is the annual budget for your municipality/parish government?

To confirm, the annual budget above represents my:

- Municipal government (including villages and towns)
- Parish government

Upload your municipality/parish government's most recent annual budget as approved by the governing board (ex. Board of Aldermen/Police Jury).

In the text box below, indicate which year the uploaded annual budget represents.

Is your municipality/parish government in good standing with the State of Louisiana?

- Yes
- No
- I'm not sure

Which year did your municipality/parish government complete its most recent financial audit?

- 2022
- 2021
- 2020
- 2019
- 2018

- I'm not sure
- My municipality/parish government has not completed a financial audit in the past five (5) years

Upload your municipality/parish government's most recently completed financial audit.

In the text box below, indicate which year the uploaded financial audit represents.

Were there any noteworthy findings in your most recent financial audit? If so, please explain.

CAPACITY INFORMATION

Does your community have a grant writer on staff or on contract?

- My community has a grant writer on staff.
- My community has a grant writer on contract.
- My community has a grant writer on staff and a grant writer on contract.
- My community has access to a grant writer, but they are not on staff nor on contract.
- My community does not have access to a grant writer.
- This question does not apply to me.

How many federal grants has your municipality/parish government applied for in the past in the past three years?

List the agency and grant programs your municipality/parish government applied for:

Example (if you selected two in the previous question):

1. U.S. Department of Agriculture - Rural Development, Rural Business Development Grant, \$78,000
2. Delta Regional Authority, States' Economic Development Assistance Program, \$425,000

How many federal grants has your municipality/parish government been awarded in the past in the past three years?

List the agency, grant programs, and grant amounts your municipality/parish government was awarded:

Example (if you selected two in the previous question)

1. U.S. Department of Agriculture - Rural Development, Rural Business Development Grant, \$78,000

2. Delta Regional Authority, States' Economic Development Assistance Program, \$425,000

TECHNICAL ASSISTANCE INFORMATION

What type of technical assistance are you interested in receiving? Select all that apply.

- Identifying grant opportunities
- Determining eligible activities
- Grant writing
- Grant administration
- Technical services (ex. engineering)
- Strategic planning
- Matching funds
- Other: _____

Briefly describe the type of technical assistance you want to receive through LITACorp.

Provide a list of your community's priority infrastructure projects.

Include information such as:

- Type of project
- Brief scope of work
- Estimated cost

How did you learn about the Louisiana Infrastructure Technical Assistance Corporation (LITACorp)?

- Online search
- Social media
- Print media (ex. Newspaper or magazine)
- Television
- Radio
- Word of mouth
- Other: _____

What is your primary source of information?

- Internet
- Social media
- Print media (ex. Newspaper or magazine)
- Television
- Radio
- Word of mouth

- Other: _____

AUTHORIZATION

I confirm that I am authorized to apply for technical assistance on behalf of my municipality/parish government.



MATCHING FUNDS GRANT PROGRAM: GUIDELINES



LOUISIANA **INFRASTRUCTURE TECHNICAL ASSISTANCE** CORP.

707 NORTH 7TH STREET BATON ROUGE, LOUISIANA 70802

Louisiana Infrastructure Technical Assistance Corporation

Matching Funds Grant Program Guidelines

Submitted to:

The Joint Legislative Committee on the Budget

By:

The Louisiana Infrastructure Technical Assistance Corporation

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I. **About the Louisiana Infrastructure Technical Assistance Corporation**

Established by ACT No. 497 in the 2022 Regular Session, the Louisiana State Legislature authorized the Political Subdivision Federal Grant Assistance Fund (§100.201) “to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Act ([P.L. 117-58](#))”.

As a result, the Louisiana Infrastructure Technical Assistance Corporation (LITACorp), a nonprofit organization, was established in October 2022 as a collaborative partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL) to advance three key goals:

1. Equip political subdivisions located in rural and economically distressed areas with the tools and resources they need to identify, apply for, and administer federal grants funded through the Infrastructure Investment and Jobs Act (IIJA).
2. Minimize barriers for political subdivisions to access federal resources by assisting them with meeting local cost share requirements of federal grant programs funded through IIJA.
3. Acquire federal grant funds through IIJA to construct, improve, or repair public infrastructure – water and sewer systems, roads, bridges, railways, ports, broadband, etc. – in rural and economically distressed communities throughout Louisiana.

II. **Program Description**

a. **Overview**

The Matching Funds Grant Program (MFGP) assists Louisiana local governments with meeting local cost share requirements established by grant programs funded through the Infrastructure Investment and Jobs Act (IIJA).

MFGP is complemented by LITACorp’s Technical Assistance Program (TAP), which provides no-cost services to local governments needing assistance with project development, grant writing and grant administration.

b. **Priorities**

LITACorp was designed to serve local governments with the greatest needs, so they could benefit from the influx of IIJA grant dollars that will be administered over the next five years. Therefore, LITACorp’s priorities are reflected not only in TAP, but also in the evaluation criteria for MFGP.

LITACorp’s priorities revolve around serving local governments with limited **Capacity** and unstable **Fiscal** health, located in **Rural** and/or **Economically Distressed** areas.

III. **Award Information**

a. **Funding Availability**

LITACorp is making available \$20 million to assist Louisiana communities with meeting the local cost share requirements established by most, if not all, federal grant programs through the IIJA.

In general, grant awards will range from \$50,000 to \$1 million, depending on the project scope and regional impact.

b. Period of Performance

The period of performance for grant awards made under this program will coincide with the IIJA grant program the funds are being used to match. For example, if a selected community applies for and receives a grant through the U.S. Economic Development Administration (EDA), LITACorp will disburse their MFGP funds proportionately as they draw down funds from the EDA grant award. In this case, EDA, generally, disburses funds over a 12 – 48-month period, depending on the type of project.

However, the maximum period of performance for a MFGP award is 48 months or four years.

IV. Eligibility Information

a. Eligible Entities

Entities eligible to apply for a grant through the MFGP is limited to political subdivisions, including:

- Villages
- Towns
- Municipalities
- Parishes (i.e., police jury)

Nonprofit organizations and small businesses are not eligible to apply for assistance.

b. Cost Sharing/Matching

The MFGP is intended to help local governments meet the local matching requirements for federal grants funded under IIJA. Once an MFGP application is submitted to and approved, LITACorp will issue a Letter of Commitment to validate that MFGP funds will be committed to the local government's project if, and only if, the local government receives a grant funded through an IIJA program.

Therefore, award of MFGP funds is contingent upon the local government receiving a federal grant under IIJA. If the local government is not successful in receiving an IIJA grant, then LITACorp will de-obligate the previously committed MFGP funds to make available for other projects. In this instance, the local government can apply for MFGP funds in the future once they identify another IIJA grant to apply for, that requires local match.

V. Application Submission

a. How to Apply

Eligible applicants can visit LITACorp's grant portal to apply for MFGP funds: <https://www.grantinterface.com/Home/Logon>. All applicants will be prompted to create an account in LITACorp's grant portal before applying.

Note: for local governments that submitted a Letter of Interest under LITACorp's Technical Assistance Program (TAP), their accounts are already in the LITACorp grant portal so they will be able to sign in and apply immediately for MFGP.

The MFGP application will be available on **September 5, 2023**, and will accept applications on a rolling basis.

b. Application Content Requirements

Like the Letter of Interest, the MFGP application will require local governments to provide basic information about their communities, such as population, median household income, poverty rate, etc. Additionally, local governments will need to provide their more recent budget and information about the number of federal grants they have applied for and received over the past three years. This information will serve as the foundation from which applications will be evaluated.

In addition to the information above, local governments will also be required to provide information about their project and which IIJA grant they intend to apply for.

Content requirements may include, but not be limited to, the following:

- Project Summary
 - Project Overview
 - State Legislative Districts
 - Federal Congressional Districts
- Project Description
 - Community Needs & Impact
 - Scope of Work
 - Anticipated Outcomes
- IIJA Grant Information
 - Grant Program Name
 - Funding Agency Name
 - Local Match Requirements
- Budget
 - Total Project Budget
 - Federal Request
 - Local Match Commitment (*other than LITACorp request*)
 - Budget Narrative
- Authorization to Apply
 - Resolution Authorizing Submission of IIJA Application (*must be approved by governing body*)

Ultimately, LITACorp's MFGP application will be simple to complete, but will still require the necessary information to make informed decisions about which local governments should be prioritized for funding (i.e., those local governments in more rural and economically distressed areas). This process will also allow LITACorp to discover partnership opportunities across jurisdictions to strengthen the IIJA applications being submitted by Louisiana local governments.

LITACorp’s TAP Team will be available at no-cost to local governments to provide assistance as they complete their MFGP application.

c. Application Submission Instructions

MFGP applications must be submitted electronically through [LITACorp’s Grant Portal](#).

Prior to submission of an application, potential applicants should consider submitting a Letter of Interest for LITACorp’s Technical Assistance Program (TAP). Through TAP, LITACorp provides no-cost services to local governments needing assistance with project development, grant writing and grant administration, and technical services (i.e., planning and design).

After an application is submitted, LITACorp will begin a validation process during which the application may be accepted, returned to the applicant due to errors or incomplete information, or rejected.

Be advised that it may take several days for the validation process to be completed.

VI. Application Evaluation

a. Criteria

LITACorp has established criteria to evaluate applications submitted by municipalities and parishes, respectively, to help ensure funds from the MFGP are directed towards those communities that need it most.

Municipalities will be evaluated as follows:

CRITERIA FOR MUNICIPALITIES		
Criterion	Description	Max Points
Distress	The extent to which a municipality demonstrates economic distress, as defined by the following indicators: <ul style="list-style-type: none"> • Persistent Poverty designation (15 points) • Justice40 Disadvantaged Community (10 points) • Median Household Income below the state average (5 points) • Poverty Rate above the state average (5 points) 	35
Rurality	The extent to which a municipality demonstrates rurality as defined by the following population groups: <ul style="list-style-type: none"> • 1-5,000 (25 points) • 5,001-15,000 (20 points) • 15,001-25,000 (15 points) • 25,001-35,000 (10 points) • 35,001-50,000 (5 points) • Greater than 50,000 (0 points) 	25
Fiscal	The annual budget for the municipality: <ul style="list-style-type: none"> • Less than \$10 million (20 points) • \$10,000,001-\$20,000,000 (15 points) • \$20,000,001-\$30,000,000 (12 points) • \$30,000,001-\$45,000,000 (10 points) 	20

	<ul style="list-style-type: none"> Greater than \$45,000,000 (5 points) 	
Capacity	<p>The number of federal grants the municipality applied for in the past three (3) years (max. 12 points):</p> <ul style="list-style-type: none"> None (12 points) 1-3 (8 points) 4-6 (6 points) 7-9 (4 points) 10 or more (2 points) <p>The number of federal grants the municipality was awarded in the past three (3) years (max. 8 points):</p> <ul style="list-style-type: none"> None (8 points) 1-3 (6 points) 4-6 (4 points) 7-9 (2 points) 10 or more (0 points) 	20
TOTAL		100

Parishes will be evaluated as follows:

CRITERIA FOR PARISHES		
Criterion	Description	Max Points
Distress	<p>The extent to which a parish demonstrates economic distress, as defined by the following indicators:</p> <ul style="list-style-type: none"> Persistent Poverty designation (15 points) Justice40 Disadvantaged Community (10 points) Median Household Income below the state average (5 points) Poverty Rate above the state average (5 points) 	35
Rurality	<p>The extent to which a parish demonstrates rurality as defined by the following population groups:</p> <ul style="list-style-type: none"> 1-15,000 (25 points) 15,001-30,000 (20 points) 30,001-45,000 (15 points) 45,001-60,000 (10 points) 60,001-75,000 (5 points) Greater than 75,000 (0 points) 	25
Fiscal	<p>The annual budget for the parish:</p> <ul style="list-style-type: none"> Less than \$25,000,000 (20 points) \$25,000,001-\$40,000,000 (15 points) \$40,000,001-\$55,000,000 (12 points) \$55,000,001-\$65,000,000 (10 points) Greater than \$65,000,000 (5 points) 	20
Capacity	<p>The number of federal grants applied the parish for in the past three (3) years (max. 12 points):</p> <ul style="list-style-type: none"> None (12 points) 1-3 (8 points) 4-6 (6 points) 7-9 (4 points) 	20

	<ul style="list-style-type: none"> • 10 or more (2 points) <p>The number of federal grants the parish was awarded in the past three (3) years (max. 8 points):</p> <ul style="list-style-type: none"> • None (8 points) • 1-3 (6 points) • 4-6 (4 points) • 7-9 (2 points) • 10 or more (0 points) 	
TOTAL		100

b. Review and Selection Process

LITACorp will review and approve MFGP applications on a rolling basis. Applications will be prioritized based on how high they score against the evaluation criteria (above).

VII. Award Administration

The Notice of Award (NOA) will specify the funding terms and specific conditions resulting from the pre-award risk assessments and the merit-based review process. The NOA must be accepted in the LITACorp Portal by an authorized representative of the grantee organization. The NOA is not an authorization to begin performance or incur costs.

MFGP funds will be disbursed in proportion to the IJJA grant received by a local government to ensure funds are being spent in accordance with LITACorp’s authorizing statute.

Local governments will submit requests to drawdown MFGP funds in the LITACorp grant portal. Requests can be submitted in the form of a reimbursement or an advance; however, LITACorp will require supporting documentation before releasing MFGP funds to local governments. Once the drawdown requests are approved, payment will be issued by LITACorp within 30 days.

Note: LITACorp’s TAP Team will be providing grant administration assistance on a case-by-case basis and can assist with the MFGP drawdown requests as needed.

VIII. LITACorp Contact Information

All questions about the MFGP should be directed to grants@LITACorp.com. LITACorp will respond to all emails within 48 hours Monday through Friday.

IX. General Disclosures

The MFGP awards will be made only to the extent that funds are available. Publication of MFGP guidelines does not obligate LITACorp to award any specific grant or cooperative agreement or to obligate all or any part of available funds.

LITACorp will not reimburse for any other costs associated with the preparation of a response to the MFGP or any other pre-award costs.



**MATCHING FUNDS GRANT PROGRAM:
APPLICATION QUESTIONS**



Matching Funds Grant Program Application Questions

Note: *Some of the questions below (i.e., questions under General Information, Population Information, Geographic Information, Fiscal Information, Capacity Information and Miscellaneous Information) are asked of those local governments that apply to participate in LITACorp’s Technical Assistance Program (TAP). For those local governments that have already answered these questions in their TAP Letter of Interest, they will not need to re-submit this information and will only answer questions under the Project Information section. To better reflect what most local governments will complete in their application (if they participated in TAP and information was already collected), LITACorp shows the Project Information section first in this document for illustrative purposes.*

PROJECT INFORMATION

Project Summary

Provide a brief description of your project.

Project Description

Describe your community’s need for the project and anticipated impact on the community once implemented.

What is the specific scope of work of your project?

What are the anticipated outcomes of the project once implemented (e.g., jobs created or retained).

IIJA Grant Information

IIJA Grant Program Name: _____

Funding Agency Name: _____

Local Match Requirement

- No match required
- 10% match
- 20% match
- 50% match
- Other: _____

Budget

Total Project Request: \$ _____

Federal Request: \$ _____

Local Match Commitment (other than LITACorp request):
\$ _____

Provide a budget narrative below.

Personnel	\$ <i>Description</i>
Fringe Benefits	\$ <i>Description</i>
Travel	\$ <i>Description</i>
Equipment	\$ <i>Description</i>
Supplies	\$ <i>Description</i>
Contractual	\$ <i>Description</i>
Construction	\$ <i>Description</i>
Other	\$ <i>Description</i>
Total Direct Costs	\$ <i>Description</i>
Indirect Costs	\$ <i>Description</i>
Total Costs	\$

GENERAL INFORMATION

Which entity do you represent?

- Village
- Town
- Municipality
- Police Jury

Which parish is your community located in?

Which State Legislator(s) represent your community in the Louisiana House of Representatives? Select all that apply.

If you are unsure, please use your address to search (<http://www.legis.la.gov/legis/FindMyLegislators.aspx>).

Which State Legislator(s) represent your community in the Louisiana Senate? Select all that apply.

If you are unsure, please use your address to search (<http://www.legis.la.gov/legis/FindMyLegislators.aspx>).

Which congressional district is your community located in? If you are unsure, please use your address to search (<http://www.legis.la.gov/legis/FindMyLegislators.aspx>).

- LA-01 (Rep. Steve Scalise)
- LA-02 (Rep. Troy Carter)
- LA-03 (Rep. Clay Higgins)
- LA-04 (Rep. Mike Johnson)
- LA-05 (Rep. Julia Letlow)
- LA-06 (Rep. Garret Graves)

POPULATION INFORMATION

What is your community's population?

If you are unsure, please use the U.S. Census Bureau QuickFacts system to look up this information (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). For cities and towns with a population of 4,999 or less, input “[City/Town], Louisiana population 2020” in your search engine (ex. Google) to easily find your population for the last decennial census.

DISTRESS INFORMATION

Is your community located in a designated persistent poverty parish (aka persistent poverty county)? Select your parish from the list below. If your parish is not included in this list, select “My community is not located in a persistent poverty parish”.

Note: A persistent poverty county is a classification for counties in the United States that have had a relatively high rate of poverty over a long period. A 2009 U.S. federal law defined a persistent poverty county as one in which *“20 percent or more of its population [has lived] in poverty over the past 30 years”* as measured by the 1990, 2000 and 2010 decennial censuses.

Is your community designated a Justice40 Disadvantaged Community?

If you are unsure, please use the Climate and Economic Justice Screening Tool (<https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>) to see if your community qualifies.

- Yes
- No
- I’m not sure

What is your community’s Median Household Income (MHI)?

If you are unsure, please use the U.S. Census Bureau QuickFacts system to look up this information (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). For cities and towns with a population of 4,999 or less, input “[City/Town], Louisiana median household income 2020” in your search engine (ex. Google) to easily find your MHI for the last decennial census.

Is your community’s MHI below the state average of \$53,571?

- Yes
- No

What is your community’s poverty rate?

If you are unsure, please use the U.S. Census Bureau QuickFacts system to look up this information (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). For cities and towns with a population of 4,999 or less, input “[City/Town], Louisiana poverty rate

2020” in your search engine (ex. Google) to easily find your poverty rate for the last decennial census.

Is your community’s poverty rate above the state average of 19.6%?

- Yes
- No

GEOGRAPHIC INFORMATION

Which population group does your municipality belong to?

- 1-5,000
- 5,001-15,000
- 15,001-25,000
- 25,001-35,000
- 35,001-50,000
- Greater than 50,000

Which population group does your parish belong to?

- 1-15,000
- 15,001-30,000
- 30,001-45,000
- 45,001-60,000
- 60,001-75,000
- Greater than 75,000

FISCAL INFORMATION

What is the annual budget for your municipality/parish government?

To confirm, the annual budget above represents my:

- Municipal government (including villages and towns)
- Parish government

Upload your municipality/parish government’s most recent annual budget as approved by the governing board (ex. Board of Aldermen/Police Jury).

In the text box below, indicate which year the uploaded annual budget represents.

Which year did your municipality/parish government complete its most recent financial audit?

- 2022
- 2021
- 2020
- 2019
- 2018
- I'm not sure
- My municipality/parish government has not completed a financial audit in the past five (5) years

Upload your municipality/parish government's most recently completed financial audit.

In the text box below, indicate which year the uploaded financial audit represents.

CAPACITY INFORMATION

How many federal grants has your municipality/parish government applied for in the past in the past three years?

- None
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10 or more

List the agency and grant programs your municipality/parish government applied for:

How many federal grants has your municipality/parish government been awarded in the past in the past three years?

- None
- 1
- 2
- 3
- 4

- 5
- 6
- 7
- 8
- 9
- 10 or more

List the agency, grant programs, and grant amounts your municipality/parish government was awarded:

MISCELLANEOUS INFORMATION

How did you learn about the Louisiana Infrastructure Technical Assistance Corporation (LITACorp)?

- Online search
- Social media
- Print media (ex. Newspaper or magazine)
- Television
- Radio
- Word of mouth
- Other: _____

What is your primary source of information?

- Internet
- Social media
- Print media (ex. Newspaper or magazine)
- Television
- Radio
- Word of mouth
- Other: _____

AUTHORIZATION

- I confirm that I am authorized to apply for matching funds through LITACorp on behalf of my municipality/parish government.

Upload a resolution authorizing submission of IJA application (must be approved by governing body).



**MATCHING FUNDS GRANT PROGRAM:
LOCAL COST SHARE/MATCH SCENARIOS**



INTRODUCTION

Established by ACT No. 497 in the 2022 Regular Session, the Louisiana State Legislature authorized the Political Subdivision Federal Grant Assistance Fund (\$100.192) “to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Act (P.L. 117-58)”.

As a result, the Louisiana Infrastructure Technical Assistance Corporation (LITACorp), a nonprofit organization, was established in October 2022 as a collaborative partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL) to advance three key goals:

1. Equip political subdivisions located in rural and economically distressed areas with the tools and resources they need to identify, apply for, and administer federal grants funded through the Infrastructure Investment and Jobs Act (IIJA).
2. Minimize barriers for political subdivisions to access federal resources by assisting them with meeting local cost share requirements of federal grant programs funded through IIJA.
3. Acquire federal grant funds through IIJA to construct, improve, or repair public infrastructure – water and sewer systems, roads, bridges, railways, ports, broadband, etc. – in rural and economically distressed communities throughout Louisiana.

TECHNICAL ASSISTANCE PROGRAM (TAP) UPDATE

- LITACorp’s Technical Assistance Program (TAP) provides no-cost services to local governments needing assistance with project development, grant writing and grant administration, and technical services (i.e., planning and design).
- As of August 17, 2023, LITACorp has received letters of interest from 27 local governments and police juries across Louisiana requesting to participate in TAP.
- To date, LITACorp has held discovery calls with 13 of the 27 (others are scheduled or are being scheduled currently) and executed memorandums of understanding for technical assistance with four communities, including the Towns of Berwick, Richwood, and Baldwin and the City of Patterson.

MATCHING FUNDS GRANT PROGRAM (MFGP) UPDATE

- LITACorp’s Matching Funds Grant Program (MFGP) intends to make up to \$20 million available to Louisiana local governments seeking competitive, discretionary federal grants under the IIJA.
- To ensure funds are equitably distributed to as many communities across the state, LITACorp will provide grants up to \$1 million to assist Louisiana communities with meeting the local cost share requirements so often mandated by federal grant programs.
- In some instances, Louisiana communities will need more than \$1 million to commit as a local match. LITACorp’s Technical Assistance Team will assist these communities with securing other funds so they can implement their infrastructure project(s).

- With more significant funding made available in the future, LITACorp could help communities meet these larger local cost share requirements, without the delay of seeking out sources of funding, enabling Louisiana communities to be immediately responsive to federal grant programs.
- LITACorp's MFGP is intended to encourage more local governments to apply for federal IIJA grant opportunities, provide critical assistance to meet the minimum match eligibility requirements, increase the competitiveness of applications, and provide the State of Louisiana with an opportunity to realize a generational investment in its local infrastructure through IIJA discretionary grant programs that are well aligned with local and regional economic development goals and priorities.
- MFGP program guidelines and application have been developed. LITACorp plans to accept applications on a rolling basis beginning September 5, 2023.
- Once LITACorp evaluates an application, LITACorp will provide the local government with a Letter of Commitment to confirm their local cost share requirements will be met by LITACorp at a pre-approved amount in the event the community receives the IIJA grant they applied for.
- Once awarded, LITACorp will make funding disbursements to the local government throughout the life of the project to ensure funds are deployed efficiently and for their intended purpose.

LOCAL MATCH SCENARIOS FOR IIJA GRANT PROGRAMS

To illustrate some examples of the MFGP cost sharing, see below. Five examples are hypothetical based on information gathered from Technical Assistance Program Letters of Intent and discovery meetings, with the others consisting of communities which LITACorp was unable to provide matching fund support.

Other examples included below are real-life project scenarios located in communities that have not applied for technical assistance, but would likely consider applying for support through MFGP, or are completely hypothetical scenarios to represent the cost share requirements that could pose barriers for Louisiana governments seeking to apply for IIJA funding to address critical infrastructure needs.

Ultimately, these scenarios demonstrate immediate demand for LITACorp's MFGP and serves as evidence for the request to draw down the first half of the funds (\$10 million) from the Louisiana Legislature, as these funds were intended to support these local governments with cost share requirements.

This information is shown in the tables on the next four pages.

APPLICANT Town of Berwick

PROJECT SUMMARY The proposed project includes the replacement of an existing PVC natural gas main with 4" PE pipe and the replacement of existing service pipe with 2" PE coiled pipe. The project will also include the installation of 4" ball valves, necessary road bores, tracer wire pedestals, and associated tie-ins to existing gas mains. Approximately 510 customers will receive new service taps, excess flow valves, and new anodeless risers along with the replacement of 210 customers' aging meters.

IIJA GRANT OPPORTUNITY(IES) USDOT - Natural Gas Distribution Infrastructure and Safety Modernization Grant

DEADLINE August 4, 2023

LOCAL MATCH REQUIREMENTS N/A

POTENTIAL FUNDING REQUEST \$4,085,096

AMOUNT OF LOCAL MATCH NEEDED N/A

APPLICANT City of Patterson

PROJECT SUMMARY This project will replace approximately 3.06 miles of an aging gas steel pipe along state highway 182 with a 4-inch polyethylene pipe (PE). The new line will be installed using Horizontal directional drilling (HDD). The existing steel gas line will be abandoned to reduce the total cost of construction. The project's scope also includes replacing many old deteriorating service lines, installing control and relief valves, and purchase of leak detection devices.

IIJA GRANT OPPORTUNITY(IES) USDOT - Natural Gas Distribution Infrastructure and Safety Modernization Grant

DEADLINE August 4, 2023

LOCAL MATCH REQUIREMENTS N/A

POTENTIAL FUNDING REQUEST \$3,200,000

AMOUNT OF LOCAL MATCH NEEDED N/A

APPLICANT Iberia Parish¹

PROJECT SUMMARY Funding will be used to replace one box culvert and rehabilitate one pipe arch culvert along local and regionally significant roadways to improve flood control. Both culverts are on the national bridge inventory.

IIJA GRANT OPPORTUNITY(IES) USDOT - Bridge Investment Program

DEADLINE Fall 2023

LOCAL MATCH REQUIREMENTS 20%

POTENTIAL FUNDING REQUEST \$10,000,000

AMOUNT OF LOCAL MATCH NEEDED \$2,000,000

APPLICANT Town of Oberlin²

PROJECT SUMMARY Promoting state of good repair on the city's minor and major collector roadway network and expanding capacity on local principal arterial while incorporating separated bicycle and pedestrian facilities to improve multimodal safety for the adjacent historically disadvantaged community.

IIJA GRANT OPPORTUNITY(IES) USDOT - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

DEADLINE Projected February 2024

LOCAL MATCH REQUIREMENTS 20%

POTENTIAL FUNDING REQUEST \$1,000,000

AMOUNT OF LOCAL MATCH NEEDED \$200,000

APPLICANT City of West Monroe

PROJECT SUMMARY Funding will be used to realize the Street Corridor part of the West Monroe Revitalization Project. This federal funding will leverage earlier investments along with planned improvements to increase community connectivity, encourage non-motorized transportation, increase safety, and revitalize key infrastructure in this rural city. Specifically, the city is seeking RAISE funding for improvements to six components:

- 1) Highland Park
- 2) Trenton Street Corridor
- 3) Downtown
- 4) Stella/Mill Gateway
- 5) Natchitoches Street
- 6) Coleman Corridor

IIJA GRANT OPPORTUNITY(IES) USDOT - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

DEADLINE Fall 2023

LOCAL MATCH REQUIREMENTS 20%

POTENTIAL FUNDING REQUEST \$17,955,671

AMOUNT OF LOCAL MATCH NEEDED \$4,460,000

APPLICANT Village of Anacoco³

PROJECT SUMMARY Funding will be used to complete the planning, design, and construction of the north water plant tank.⁴

IIJA GRANT OPPORTUNITY(IES) FEMA - Building Resilient Infrastructure and Communities (BRIC)

DEADLINE Fall 2023

LOCAL MATCH REQUIREMENTS 25%

POTENTIAL FUNDING REQUEST \$480,000

AMOUNT OF LOCAL MATCH NEEDED \$120,000

APPLICANT Tangipahoa Parish Government⁵

PROJECT SUMMARY Funding will be used to design and construct a new off-ramp interchange at Firetower Rd off Interstate 12, including flood mitigation and drainage improvements and stormwater retention at 2 sites.

IIJA GRANT OPPORTUNITY(IES) Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation

DEADLINE Summer 2024

LOCAL MATCH REQUIREMENTS 20%

POTENTIAL FUNDING REQUEST \$10,500,000

AMOUNT OF LOCAL MATCH NEEDED \$2,100,000

APPLICANT City of Tallulah⁶

PROJECT SUMMARY Funding would be used to improve Tallulah's public water system, including the underground water distribution lines.

IIJA GRANT OPPORTUNITY(IES) FEMA - Building Resilient Infrastructure and Communities (BRIC)

DEADLINE Fall 2023

LOCAL MATCH REQUIREMENTS 25%

POTENTIAL FUNDING REQUEST \$7,800,000

AMOUNT OF LOCAL MATCH NEEDED \$1,950,000

¹Hypothetical scenario based on priorities and needs identified during initial discovery call.

²Hypothetical scenario based on priorities and needs identified during initial discovery call.

³Hypothetical scenario based on project description and cost information included Technical Assistance Program Letter of Interest.

⁴Based on 2022 data from the Louisiana Department of Health, 137 (14%) of the state's public water systems received a grade of 'D' or 'F'.

⁵Hypothetical scenario based on project description and cost information included Technical Assistance Program Letter of Interest.

⁶Hypothetical scenario based on project description and cost information included Technical Assistance Program Letter of Interest.

ADDITIONAL INFORMATION

Letters Of Interest submitted (or in draft form) for LITACorp's Technical Assistance Program

- Village of Richmond
- Town of Plain Dealing
- City of Mandeville
- City of Central
- Vermilion Parish Police Jury
- Town of Elton
- Village of Anacoco
- Terrebonne Parish Consolidated Government
- Town of Lockport
- City of Minden
- Town of Springfield
- City of Scott
- City of Grambling
- Town of Lake Arthur
- Town of Washington
- Town of Iowa
- Town of Lake Providence
- City of Leesville
- City of Slidell
- Town of Haynesville
- Iberia Parish Government
- East Feliciana Parish Police Jury
- Parish of Natchitoches
- Village of Estherwood
- Town of Oberlin
- City of Tallulah
- Town of Welsh
- Tangipahoa Parish Government
- Town of Jonesville
- City of Central Pointe
- Coupee Parish Government
- City of Carencro
- Tensas Parish Police Jury
- Town of Grand Isle
- City of Abbeville
- Town of Gramercy
- Town of Amite City
- Town of Woodworth
- Town of Sarepta
- Town of Zwolle
- Village of Simpson
- Town of Richwood
- Town of Berwick
- City of Patterson
- Town of Baldwin



IIJA FUNDING TRACKER: COST SHARE REQUIREMENTS

Source	Category	Sub Category	Program Name	Federal Agency	Bureau or Account	Program Funding	Period of Availability	Cost Share Requirements
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Advanced Energy Manufacturing and Recycling Grants	DoE	Energy Programs	\$ 750,000,000	Until Expended	Not specified
IJA	ClimateEnergyEnvironment	Resilience	Advanced Energy Security Program	DoE	Energy Programs	\$ 50,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Advanced Reactor Demonstration Program	DoE	Energy Programs	\$ 2,477,000,000	Until Expended	Not specified
IJA	Transportation	Roads, Bridges and Major Projects	Advanced Transportation Technologies and Innovative Mobility Deployment	DoT	Federal Highway Administration	\$ 900,000,000	Until Expended	80 percent Federal / 20 percent non-Federal
IJA	Broadband	Broadband	Affordable Connectivity Program	FCC	FCC	\$ 14,200,000,000	Until Expended	Not less than 25 percent of project costs
IJA	ClimateEnergyEnvironment	Water	Aging Infrastructure Account	DoI	Bureau of Reclamation	\$ 3,200,000,000	Until Expended	Per project cost allocations. Waivers are not available.
IJA	ClimateEnergyEnvironment	Resilience	Agreement With National Oceanic and Atmospheric Administration For Geostationary Operations Environmental Satellite Program	DoA	Forest Service	\$ 10,000,000	Until Expended	No non-Federal cost share required
IJA	Transportation	Airports and FAA Facilities	Airport Infrastructure Grants	DoT	Federal Aviation Administration	\$ 15,000,000,000	5 Years	Matches Airport Improvement Program (5-25 percent) for allocations, not match for contract tower grants. Waivers are not available.
IJA	Transportation	Airports and FAA Facilities	Airport Terminal Program	DoT	Federal Aviation Administration	\$ 5,000,000,000	5 Years	Large/Medium Hub 20 percent match; All others (Small, Non and Non-Primary) 5 percent match. Waivers are not available.
IJA	Transportation	Public Transportation	All Stations Accessibility Program	DoT	Federal Transit Administration	\$ 1,750,000,000	TBD	80 percent Federal / 20 percent non-Federal
IJA	Transportation	Ports and Waterways	America's Marine Highway Program Grants	DoT	Maritime Administration	\$ 25,000,000	10 Year	80 percent Federal / 20 percent non-Federal
IJA	ClimateEnergyEnvironment	Resilience	Aquatic Ecosystem Restoration And Protection Projects	DoI	Bureau of Reclamation	\$ 250,000,000	Until Expended	35 percent for construction. Waivers are not available.
IJA	ClimateEnergyEnvironment	Resilience	Aquatic Ecosystem Restoration Projects	ACoE	Corps of Engineers - Civil Works	\$ 1,900,000,000	Until Expended	In general, unless otherwise specified in law, projects are cost shared 65 percent Federal, 35 percent non-Federal.
IJA	OtherPrograms	Department of Transportation Programs	Asset Concessions	DoT	Office of the Secretary	\$ 100,000,000	Until Expended	50 percent Federal share/50 percent non-Federal
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Assisting Federal Facilities with Energy Conservation Technologies Grant Program	DoE	Energy Programs	\$ 250,000,000	Until Expended	TBD
IJA	OtherPrograms	Solid Waste Management and Recycling	Battery Labeling Guidelines	EPA	EPA	\$ 15,000,000	September 30, 2026	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Battery Manufacturing and Recycling Grants	DoE	Energy Programs	\$ 3,000,000,000	Until Expended	50 percent of the total project cost
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Battery Materials Processing Grants	DoE	Energy Programs	\$ 3,000,000,000	Until Expended	50 percent of the total project cost
IJA	OtherPrograms	Solid Waste Management and Recycling	Battery Recycling Best Practices	EPA	EPA	\$ 10,000,000		No non-Federal cost share required
IJA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Bioproduct Pilot Program	DoA	Office of the Secretary	\$ 10,000,000	Until Expended - \$5 million in 2022 and 2023	Federal cost share for grants
IJA	Transportation	Roads, Bridges and Major Projects	Bridge Investment Program	DoT	Federal Highway Administration	\$ 12,200,000,000	4 Years	50 percent Federal share/50 percent non-Federal
IJA	Broadband	Broadband	Broadband Deployment Locations Map	FCC	FCC	\$ 10,000,000	Until Expended	Not Specified
IJA	Broadband	Broadband	Broadband Equity, Access, And Deployment Program	DoC	National Telecommunications and Information Administration	\$ 42,450,000,000	Until Expended	Not Specified
IJA	ClimateEnergyEnvironment	Environmental Remediation	Brownfields Projects	EPA	EPA	\$ 1,200,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Environmental Remediation	Brownfields State & Tribal Response Programs	EPA	EPA	\$ 300,000,000	Until Expended	Not Specified
IJA	ClimateEnergyEnvironment	Resilience	Building Resilient Infrastructure and Communities (Robert T Stafford Act Section 203(i))	DHS	Federal Emergency Management Agency	\$ 1,000,000,000	5 Years	Varies
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Building, Training, And Assessment Centers	DoE	Energy Programs	\$ 10,000,000	Until Expended	TBD
IJA	OtherPrograms	Department of Transportation Programs	Bureau of Transportation Statistics	DoT	Federal Highway Administration	\$ 132,500,000	Until Expended	Varies. Waivers are not available.
IJA	Transportation	Public Transportation	Bus and Bus Facilities Competitive Grants	DoT	Federal Transit Administration	\$ 1,966,392,169	Year + 3	80 percent Federal / 20 percent non-Federal
IJA	ClimateEnergyEnvironment	Resilience	Capital Improvement And Maintenance - Construction And Maintenance Of Roads For Forest Restoration Projects That Reduce Wildfire Risk	DoA	Forest Service	\$ 100,000,000	4 Years	Varies. Waivers are not available.
IJA	ClimateEnergyEnvironment	Resilience	Capital Improvement And Maintenance - Legacy Road And Trail Remediation Program	DoA	Forest Service	\$ 250,000,000	4 Years	Varies. Waivers are not available.
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Capital Improvement and Maintenance for Dams	DoA	Forest Service	\$ 10,000,000	Until Expended	Varies. Waivers are not available.
IJA	Transportation	Public Transportation	Capital Investment Grants	DoT	Federal Transit Administration	\$ 8,000,000,000	Year +3	Varies. Waivers are not available.
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Carbon Capture Demonstration Projects Program	DoE	Energy Programs	\$ 2,537,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Carbon Capture Large-Scale Pilot Programs	DoE	Energy Programs	\$ 937,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Carbon Dioxide Transportation Infrastructure Finance and Innovation Program	DoE	Energy Programs	\$ 2,100,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Carbon Storage Validation and Testing	DoE	Energy Programs	\$ 2,500,000,000	Until Expended	TBD
IJA	Transportation	Electric Vehicles, Buses, and Ferries	Charging and Fueling Infrastructure Grants (Community Charging)	DoT	Federal Highway Administration	\$ 1,250,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IJA	Transportation	Electric Vehicles, Buses, and Ferries	Charging and Fueling Infrastructure Grants (Corridor Charging)	DoT	Federal Highway Administration	\$ 1,250,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Civil Nuclear Credit Program	DoE	Energy Programs	\$ 6,000,000,000	2022-2026	Not applicable
IJA	ClimateEnergyEnvironment	Environmental Remediation	Clean Energy Demonstrations on Current and Former Mine Land	DoE	Energy Programs	\$ 500,000,000	Available through 2026 (no month/day provided)	Not Specified
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Clean Hydrogen Electrolysis Program	DoE	Energy Programs	\$ 1,000,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Clean Hydrogen Manufacturing Recycling Research, Development, and Demonstration Program	DoE	Energy Programs	\$ 500,000,000	Until Expended	No non-Federal cost share required
IJA	Transportation	Electric Vehicles, Buses, and Ferries	Clean School Bus Program	EPA	Environmental Protection Agency	\$ 5,000,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Water	Clean Water State Revolving Fund	EPA	EPA	\$ 11,713,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Water	Clean Water State Revolving Fund-Emerging Contaminants	EPA	EPA	\$ 1,000,000,000	Until Expended	No non-Federal cost share required
IRA			Coastal Resilience		NOAA	\$ 575,000,000		Not Specified

IJA	ClimateEnergyEnvironment	Resilience	Coastal Zone Management	DoC	NOAA	\$ 207,000,000	2 yr for each annual tranche	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Collaborative Forest Landscape Restoration Program	DoA	Forest Service	\$ 100,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Colorado River Drought Contingency Plan	DoI	Bureau of Reclamation	\$ 300,000,000	Until Expended	TBD. Waivers are not available.
IJA	ClimateEnergyEnvironment	Resilience	Colorado River Endangered Species Recovery and Conservation Programs	DoI	Bureau of Reclamation	\$ 50,000,000	Until Expended	TBD. Waivers are not available.
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Commercial Direct Air Capture Technology Prize Competition	DoE	Energy Programs	\$ 100,000,000	Until Expended	TBD
IJA	Transportation	Safety	Commercial Motor Vehicle Enforcement Training & Support Grant Program	DoT	Federal Motor Carrier Safety Administration	\$ 25,000,000	Year of award + four years	Federal share is 100 percent
IJA	Transportation	Safety	Commercial Driver's License Implementation Program	DoT	Federal Motor Carrier Safety Administration	\$ 297,500,000	Year + 4	Federal share is at least 85 percent.
IJA	Transportation	Electric Vehicles, Buses, and Ferries	Commercial Motor Vehicle Operators Grant Program	DoT	Federal Motor Carrier Safety Administration	\$ 16,500,000	Year + 2	Federal share is at least 85 percent.
IJA	ClimateEnergyEnvironment	Resilience	Community Wildfire Defense Grant Program For At-Risk Communities	DoA	Forest Service	\$ 1,000,000,000	Year + 4	Federal cost share for grants
IJA	Transportation	Roads, Bridges and Major Projects	Congestion Relief Program	DoT	Federal Highway Administration	\$ 250,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IJA	Transportation	Passenger and Freight Rail	Consolidated Rail Infrastructure and Safety Improvement Grants	DoT	Federal Railroad Administration	\$ 5,000,000,000	Until Expended	Year 1 - 90 percent Federal / 10 percent non-Federal
IJA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Consultations and Permitting	DoC	NOAA	\$ 20,000,000	2 for each annual tranche	1:2 Federal / non-Federal. Waivers are available.
IJA	ClimateEnergyEnvironment	Resilience	Continuing Authorities Program (Under Flood Control Act And River And Harbor Act)	ACOe	Corps of Engineers - Civil Works	\$ 465,000,000	Until Expended	In general, unless otherwise specified in law: Section 14, Section 103, Section 205 and Section 206 projects are cost-shared 50
IJA	ClimateEnergyEnvironment	Resilience	Contracts And Agreements For Restoration On Federal Lands	DoI	Office of the Secretary	\$ 50,000,000	Until Expended	No non-Federal cost share required
IJA	Transportation	Ports and Waterways	Corps of Engineers Operation and Maintenance	ACOe	Corps of Engineers - Civil Works	\$ 4,000,000,000	Until Expended	Requirements vary according to applicable laws
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Cost-effective Codes Implementation for Efficiency and Resilience	DoE	Energy Programs	\$ 225,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Countering Violent Extremism	DHS	Science and Technology	\$ 12,800,000	5 Years	Not Specified
IJA	Transportation	Safety	Crash Data	DoT	National Highway Traffic Safety Administration	\$ 750,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IJA	ClimateEnergyEnvironment	Resilience	Critical Infrastructure Security and Resilience Research	DHS	Science and Technology	\$ 69,806,250	5 Years	Not Specified
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Critical Material Innovation, Efficiency, And Alternatives	DoE	Energy Programs	\$ 600,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Critical Material Supply Chain Research Facility	DoE	Energy Programs	\$ 75,000,000	Until Expended	Not applicable
IJA	ClimateEnergyEnvironment	Resilience	Cyber Response and Recovery Fund	DHS	Cybersecurity and Infrastructure Security Agency	\$ 100,000,000	5 Years	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Cybersecurity	DHS	Science and Technology	\$ 14,500,000	5 Years	Not Specified
IJA	ClimateEnergyEnvironment	Resilience	Cybersecurity for the Energy Sector Research, Development, and Demonstration Program	DoE	Energy Programs	\$ 250,000,000	Until Expended	Not Specified
IJA	ClimateEnergyEnvironment	Water	Dam Safety Program	DoI	Bureau of Reclamation	\$ 500,000,000	Until Expended	85 percent Federal, 15 percent non-Federal
IJA	OtherPrograms	Regional Commission Programs	Delta Regional Authority	Delta Regional Authority	Delta Regional Authority	\$ 150,000,000	Until Expended	Varies
IJA	ClimateEnergyEnvironment	Resilience	Department of Interior Wildfire Management - Burned Area Rehabilitation	DoI	Departmental Offices	\$ 325,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Department of Interior Wildfire Management - Preparedness	DoI	Departmental Offices	\$ 245,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Develop And Publish Every 5 Years A Map Depicting At-Risk Communities, Including Tribal Communities	DoA	Forest Service	\$ 1,200,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Direct Federal Spending (Or Other) For National Revegetation Strategy	DoI	Office of the Secretary	\$ 70,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Direct Federal Spending For Invasives	DoI	Office of the Secretary	\$ 100,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Direct Federal Spending For Resilient Recreation Sites	DoI	Office of the Secretary	\$ 45,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Environmental Remediation	Direct Federal Spending for Revegetation of Mined Lands	DoI	Office of the Secretary	\$ 100,000,000	Until Expended	No non-Federal cost share required
IJA	Transportation	Roads, Bridges and Major Projects	Disadvantaged Business Enterprises	DoT	Federal Highway Administration	\$ 50,000,000	Until Expended	No non-Federal cost share required
IJA	Broadband	Broadband	Distance Learning, Telemedicine, And Broadband Program: Broadband Loans	DoA	Rural Utilities Service	\$ 74,000,000	Until Expended	Not less than 30 percent of project costs. Waivers
IJA	Broadband	Broadband	Distance Learning, Telemedicine, And Broadband Program: Reconnect Program	DoA	Rural Utilities Service	\$ 1,926,000,000	Until Expended	Not Specified
IJA	ClimateEnergyEnvironment	Water	Drinking Water State Revolving Fund	EPA	EPA	\$ 11,713,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Water	Drinking Water State Revolving Fund Emerging Contaminants (incl. PFAS)	EPA	EPA	\$ 4,000,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Water	Drinking Water State Revolving Fund Lead Service Lines Replacement	EPA	EPA	\$ 15,000,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Earth Mapping Resources Initiative	DoI	US Geological Survey	\$ 320,000,000	Year + 3	TBD
IJA	ClimateEnergyEnvironment	Resilience	Ecological Health Restoration Contracts	DoA	Forest Service	\$ 150,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Resilience	Ecosystem - Delaware River Basin Conservation Act	DoI	US Fish and Wildlife Service	\$ 26,000,000	Until Expended	Yes
IJA	ClimateEnergyEnvironment	Resilience	Ecosystem - Fish Passage	DoI	US Fish and Wildlife Service	\$ 200,000,000	Until Expended	Yes
IRA			Elective Pay and Transferability					Not Specified
IJA	Transportation	Electric Vehicles, Buses, and Ferries	Electric Drive Vehicle Battery Recycling and 2nd Life Apps	DoE	Energy Programs	\$ 200,000,000	Until Expended	Not specified
IJA	Transportation	Electric Vehicles, Buses, and Ferries	Electric or Low-Emitting Ferry Program	DoT	Federal Transit Administration	\$ 250,000,000	TBD	Varies. Waivers are not available.
IJA	ClimateEnergyEnvironment	Resilience	Emergency Watershed Protection Program	DoA	Natural Resources Conservation Service	\$ 300,000,000	Until Expended	Yes (25 percent non-Federal). Waivers
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Energy and Minerals Research Facility	DoI	US Geological Survey	\$ 167,000,000	Until Expended	Not specified
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Energy Auditor Training Grant Program	DoE	Energy Programs	\$ 40,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Energy Efficiency and Conservation Block Grant Program	DoE	Energy Programs	\$ 550,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Energy Efficiency Materials Pilot Program	DoE	Energy Programs	\$ 50,000,000	Until Expended	TBD
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Energy Efficient Transformer Rebates	DoE	Energy Programs	\$ 10,000,000	Until Expended	No non-Federal cost share required
IJA	ClimateEnergyEnvironment	Clean Energy and Power	Energy Improvement in Rural or Remote Areas	DoE	Energy Programs	\$ 1,000,000,000	Until Expended	TBD

IUA	ClimateEnergyEnvironment	Resilience	Energy Sector Operational Support for Cyber Resilience Program	DoE	Energy Programs	\$ 50,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Energy Storage Demonstration and Pilot Grant Program	DoE	Energy Programs	\$ 355,000,000	Until Expended	50 percent
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Enhanced Geothermal Systems and Pilot Demonstrations	DoE	Energy Programs	\$ 84,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Resilience	Explosives Threat Assessment	DHS	Science and Technology	\$ 2,800,000	5 Years	Not Specified
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Extended Product System Rebates	DoE	Energy Programs	\$ 10,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Airports and FAA Facilities	Facilities and Equipment	DoT	Federal Aviation Administration	\$ 5,000,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Federal Lands Transportation Programs (funds for National Park Service)	DoT	Federal Highway Administration	\$ 1,731,187,250	4 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Federal Lands Transportation Programs (funds for US Fish and Wildlife Service)	DoT	Federal Highway Administration	\$ 180,000,000	4 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Federal Lands Transportation Program (for other Federal Land Management Agencies)	DoT	Federal Highway Administration	\$ 153,637,750	4 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Federal Lands Transportation Program (Funding for US Forest Service)	DoT	Federal Highway Administration	\$ 130,000,000	4 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Federal Wildland Firefighter Salaries And Expenses	DoA	Forest Service	\$ 480,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Passenger and Freight Rail	Federal-State Partnership for Intercity Passenger Rail Grants	DoT	Federal Railroad Administration	\$ 36,000,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Public Transportation	Ferry Service for Rural Communities	DoT	Federal Transit Administration	\$ 2,000,000,000	TBD	Varies. Waivers are not available.
IUA	ClimateEnergyEnvironment	Resilience	Financial Assistance To Facilities That Purchase And Process Byproducts For Ecosystem Restoration Projects	DoA	Forest Service	\$ 400,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Firewood Banks	DoA	Forest Service	\$ 8,000,000	4 Years	Federal cost share for grants
IUA	ClimateEnergyEnvironment	Resilience	First Responder Capability	DHS	Science and Technology	\$ 4,000,000	5 Year	Not Specified
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Fish Passage	DoC	NOAA	\$ 400,000,000	2 for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Flood and Inundation Mapping and Forecasting, Water Modeling, and Precipitation Studies	DoC	NOAA	\$ 492,000,000	2 yr for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Flood Control and Coastal Emergencies	ACoE	Corps of Engineers - Civil Works	\$ 251,000,000	Until Expended	Varies
IUA	ClimateEnergyEnvironment	Resilience	Flood Mitigation Assistance Grants (National Flood Insurance Act Sec 1366)	DHS	Federal Emergency Management Agency	\$ 3,500,000,000	5 years	Varies
IUA	ClimateEnergyEnvironment	Resilience	Flood Plain Management Services	ACoE	Corps of Engineers - Civil Works	\$ 45,000,000	Until Expended	In general, unless otherwise specified in law,
IUA	ClimateEnergyEnvironment	Resilience	Forest Health Management on Federal Lands Program and Forest Health Management on Cooperative Lands Program	DoA	Forest Service	\$ 100,000,000	4 Years	Yes. Waivers are available.
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Four Regional Clean Direct Air Capture Hubs	DoE	Energy Programs	\$ 3,500,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Front-End Engineering and Design Program Out Activities Under Carbon Capture Tech Program 962 Of EPA	DoE	Energy Programs	\$ 100,000,000	Until Expended	65/35. Waivers are not available.
IUA	ClimateEnergyEnvironment	Resilience	Fuel Breaks	DoA	Forest Service	\$ 250,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Environmental Remediation	Funding to Support Orphan Well Plugging	DoE	Energy Programs	\$ 30,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Water	Geographic Programs - Gulf of Mexico	EPA	EPA	\$ 53,000,000	Until Expended	Yes. Waivers are available.
IUA	ClimateEnergyEnvironment	Water	Geographic Programs - Lake Pontchartrain Restoration Program	EPA	EPA	\$ 53,000,000	Until Expended	Yes. Waivers are available.
IUA	OtherPrograms	Departments of Health and Human Services and the Interior Programs	Good Neighbor Agreements with States and Tribes	DoI	Office of the Secretary	\$ 40,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Grants for Energy Efficiency and Renewable Energy Improvements at Public School Facilities	DoE	Energy Programs	\$ 500,000,000	Until Expended	TBD
IUA	Transportation	Roads, Bridges and Major Projects	Grants for Planning, Feasibility Analysis, and Revenue Forecasting (Bridge Investment Program Set Aside)	DoT	Federal Highway Administration	\$ 100,000,000	4 Years	Generally, not to exceed Federal share under 23
IUA	ClimateEnergyEnvironment	Resilience	Grants For States And Tribes For Voluntary Restoration	DoI	Office of the Secretary	\$ 400,000,000	Until Expended	Grants for States and Tribes for voluntary
IUA	OtherPrograms	Department of Transportation Programs	Growing State Apportionments	DoT	Federal Transit Administration	\$ 2,055,665,467	Until Expended	No non-Federal cost share required
IUA	OtherPrograms	Department of Transportation Programs	Growing States and High-Density States Formula	DoT	Federal Transit Administration	\$ 1,822,948,622	Until Expended	Varies. Waivers are not available.
IUA	OtherPrograms	EPA Programs	Gulf Hypoxia	EPA	EPA	\$ 60,000,000	Until Expended	See 23 U.S.C. 120 (default)
IUA	ClimateEnergyEnvironment	Resilience	Habitat Restoration	DoC	NOAA	\$ 491,000,000	2 yr for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Hazard Mitigation Revolving Loan Funds/Safeguarding Tomorrow through Ongoing Risk Mitigation (STORM) Act (Robert T Stafford Act, Sec 205)	DHS	Federal Emergency Management Agency	\$ 500,000,000	5 Years	90 percent Federal/10 percent Non-Federal;
IUA	ClimateEnergyEnvironment	Resilience	Hazardous Fuels (Mechanical Thinning And Timber Harvesting: Precommercial Thinning In Young Growth)	DoA	Forest Service	\$ 400,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Hazardous Fuels Management	DoA	Forest Service	\$ 514,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Hazardous Materials and Emergency Preparedness Grants	DoT	Pipeline and Hazardous Materials Safety Administration	\$ 234,125,000	Until Expended	Some grants have a cost share requirement of 20
IUA	Transportation	Safety	High Priority Activities Program	DoT	Federal Motor Carrier Safety Administration	\$ 432,500,000	Year of award + 2 or Years of award + four,	Federal share at least 85 percent
IUA	Transportation	Safety	High-Visibility Enforcement	DoT	National Highway Traffic Safety Administration	\$ 201,600,000	4 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Highway Research and Development Program	DoT	Federal Highway Administration	\$ 310,000,000	Until Expended	80 percent Federal / 20 percent non-Federal
IUA	Transportation	Safety	Highway Safety Improvement Program	DoT	Federal Highway Administration	\$ 15,557,499,996	4 Years	90 percent Federal / 10 percent non-Federal.
IUA	Transportation	Safety	Highway Safety Research & Development	DoT	National Highway Traffic Safety Administration	\$ 970,000,000	4 Years	Up to 100 percent Federal
IUA	Transportation	Roads, Bridges and Major Projects	Highway Use Tax Evasion Projects	DoT	Federal Highway Administration	\$ 20,000,000	4 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Hydroelectric Production Incentives	DoE	Energy Programs	\$ 125,000,000	Until Expended	85%±20 percent of the total project cost
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Hydropower Research, Development, and Demonstration	DoE	Energy Programs	\$ 36,000,000	Until Expended	N/A
IUA	ClimateEnergyEnvironment	Water	Indian Health Service Sanitation Facilities Construction Program	DHHS	Indian Health Service	\$ 3,500,000,000	Until Expended	Non-eligible activities include the cost to serve
IUA	ClimateEnergyEnvironment	Water	Indian Water Rights Settlements	DoI	Bureau of Indian Affairs	\$ 2,500,000,000	Until Expended	Not specified
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Industrial Emission Demonstration Projects	DoE	Energy Programs	\$ 500,000,000	Until Expended	TBD
			INFRA Grants	DoT	Office of the Under Secretary for Policy	\$ 3,100,000		

IUA	ClimateEnergyEnvironment	Clean Energy and Power	Industrial Research and Assessment Center Implementation Grants	DoE	Energy Programs	\$ 400,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Industrial Research and Assessment Centers	DoE	Energy Programs	\$ 150,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Inland Flood Risk Management Projects	ACoE	Corps of Engineers - Civil Works	\$ 2,500,000,000	Until Expended	In general, unless otherwise specified in law, projects are cost shared 65 percent Federal, 35 percent non-Federal.
IUA	Transportation	Ports and Waterways	Inland Waterways Projects	ACoE	Corps of Engineers - Civil Works	\$ 2,500,000,000	Until Expended	In general, unless otherwise specified in law, projects are 100 percent Federally funded.
IUA	Transportation	Roads, Bridges and Major Projects	Intelligent Transportation Systems Program	DoT	Federal Highway Administration	\$ 250,000,000	Until Expended	80 percent Federal / 20 percent non-Federal for
IUA	ClimateEnergyEnvironment	Resilience	Joint Chiefs Landscape Restoration Partnership Program	DoA	Forest Service	\$ 180,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Ports and Waterways	Land Port of Entry Modernization	DHS	US Customs and Border Protection	\$ 330,000,000	5 Years	No non-Federal cost share required
IUA	Transportation	Ports and Waterways	Land Port of Entry Modernization	DHS	US Customs and Border Protection	\$ 100,000,000	5 Years	No non-Federal cost share required
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Landscape Scale Restoration Water Quality and Fish Passage	DoA	Forest Service	\$ 80,000,000	Until Expended	Yes. Waivers are available.
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Lithium-Ion Recycling Prize	DoE	Energy Programs	\$ 10,000,000	Until Expended	Not applicable
IUA	Transportation	Roads, Bridges and Major Projects	Local and Regional Project Assistance Grants (RAISE)	DoT	Office of the Secretary	\$ 7,500,000,000	4 Years	Grant can provide up to 60 percent of total project
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Long-Duration Energy Storage Demonstration Initiative and Joint Program	DoE	Energy Programs	\$ 150,000,000	Until Expended	Not specified
IUA	OtherPrograms	Departments of Health and Human Services and the Interior Programs	Low Income Home Energy Assistance Program	DHHS	Administration for Children and Families	\$ 500,000,000	2022 - 2026	30 percent
IUA	Transportation	Electric Vehicles, Buses, and Ferries	Low or No Emission (Bus) Grants	DoT	Federal Transit Administration	\$ 5,624,550,890	Year + 3	Varies. Waivers are not available.
IUA	Transportation	Electric Vehicles, Buses, and Ferries	Low or No Emission Vehicle Component Assessment Program	DoT	Federal Transit Administration	\$ 26,169,974	TBD	50 percent Federal share/50 percent non-Federal
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Maintaining and Enhancing Hydroelectricity Incentives	DoE	Energy Programs	\$ 553,600,000	Until Expended	Not applicable
IUA	Transportation	Ports and Waterways	Major Rehabilitation for Rivers and Harbors	ACoE	Corps of Engineers - Civil Works	\$ 1,500,000,000	Until Expended	In general, unless otherwise specified in law, projects are 100 percent Federally funded.
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Manufacturing Leadership	DoE	Energy Programs	\$ 50,000,000	Until Expended	No non-Federal cost share required
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Marine Debris	DoC	NOAA	\$ 150,000,000	2 for each annual tranche	2:1 Federal / non-Federal. Waivers are available.
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Marine Debris	DoC	NOAA	\$ 50,000,000	2 for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Marine Energy Research, Development, and Demonstration	DoE	Energy Programs	\$ 70,400,000	Until Expended	TBD
IUA	Broadband	Broadband	Middle Mile Grant Program	DoC	National Telecommunications and Information Administration	\$ 1,000,000,000	fiscal 2022-2026	Grants may not cover more than 90 percent of the
IUA	Transportation	Ports and Waterways	Mississippi River and Tributaries	ACoE	Corps of Engineers - Civil Works	\$ 808,000,000	Until Expended	In general, unless otherwise specified in law, projects are 100 percent Federally funded.
IUA	Transportation	Safety	Motor Carrier Safety Operations and Programs	DoT	Federal Motor Carrier Safety Administration	\$ 1,925,000,000	Until Expended - Anually	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Multi-Benefit Projects To Improve Watershed Health	Dol	Bureau of Reclamation	\$ 100,000,000	Until Expended	50 percent. Waivers are not available.
IUA	Transportation	Public Transportation	Nation Rural Transportation Assistance Program	DoT	Federal Transit Administration	\$ 13,743,783	Year + 2	Not Specified
IUA	Transportation	Roads, Bridges and Major Projects	National Culvert Removal, Replacement, & Restoration Grant	DoT	Office of the Secretary	\$ 1,000,000,000	Until Expended	80 percent Federal / 20 percent non-Federal cost
IUA	ClimateEnergyEnvironment	Clean Energy and Power	National Dam Safety Program	DHS	Federal Emergency Management Agency	\$ 215,000,000	Until Expended/ 4	Not specified
IUA	Transportation	Safety	National Driver Register	DoT	National Highway Traffic Safety Administration	\$ 36,000,000	4 Years	No non-Federal cost share required
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	National Estuarine Research Reserve System	DoC	NOAA	\$ 77,000,000	2 for each annual tranche	1:1 Federal / non-Federal. Waivers are available.
IUA	ClimateEnergyEnvironment	Resilience	National Geological And Geophysical Data Preservation Program	Dol	US Geological Survey	\$ 23,668,000	Year + 3	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	National Infrastructure Project Assistance (Megaprojects)	DoT	Office of the Secretary	\$ 5,000,000,000	Until Expended	75 percent Federal/25 percent non-Federal for
IUA	ClimateEnergyEnvironment	Clean Energy and Power	National Marine Energy Centers	DoE	Energy Programs	\$ 40,000,000	Until Expended	TBD
IUA	Transportation	Roads, Bridges and Major Projects	National Motor Vehicle Per-Mile User Fee	DoT	Federal Highway Administration	\$ 50,000,000	Until Expended	80 percent Federal / 20 percent non-Federal
IUA	ClimateEnergyEnvironment	Resilience	National Oceans and Coastal Security Fund	DoC	NOAA	\$ 492,000,000	2 yr for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	National Seed Strategy	DoA	Forest Service	\$ 60,000,000	4 Years	TBD
IUA	Transportation	Roads, Bridges and Major Projects	Nationally Significant Federal Lands and Tribal Projects	DoT	Federal Highway Administration	\$ 275,000,000	4 Years	90 percent Federal / 10 percent non-Federal.
IUA	Transportation	Roads, Bridges and Major Projects	Nationally Significant Freight and Highway Projects (INFRA)	DoT	Office of the Secretary	\$ 7,250,000,000	4 Years	60 percent Federal/40 percent non-Federal,
IUA	Transportation	Safety	Natural Gas Distribution Infrastructure Safety and Modernization Grants	DoT	Pipeline and Hazardous Materials Safety Administration	\$ 1,000,000,000	11 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Network and System Security and Investment	DHS	Science and Technology	\$ 1,000,000	5 Years	Not Specified
IRA			NOAA Climate Resilience Regional Challenge					
IRA			NOAA Climate Resilience Regional Challenge					
IUA	ClimateEnergyEnvironment	Resilience	Ocean And Coastal Observing Systems	DoC	NOAA	\$ 100,000,000	2 for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Ocean And Coastal Observing Systems	DoC	NOAA	\$ 50,000,000	3 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	On-the-Job Training Program	DoT	Federal Highway Administration	\$ 50,000,000	Until Expended	Varies based on application of 23 USC 120.
IUA	ClimateEnergyEnvironment	Environmental Remediation	Orphaned Well Site Plugging, Remediation, And Restoration	Dol	Department-Wide Programs	\$ 4,677,000,000	Through September 30, 2030	No non-Federal cost share required
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Pacific Coastal Salmon Recovery Fund	DoC	NOAA	\$ 172,000,000	2 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Physical Security	DHS	Science and Technology	\$ 38,800,000	5 Years	Not Specified
IUA	Transportation	Public Transportation	Pilot Program for Enhanced Mobility	DoT	Federal Transit Administration	\$ 24,102,620	Year + 2	No non-Federal cost share required
IUA	Transportation	Public Transportation	Pilot Program for Transit Oriented Development	DoT	Federal Transit Administration	\$ 68,864,631	Until Expended	Varies. Waivers are available.
IUA	ClimateEnergyEnvironment	Resilience	Planning Assistance To States	ACoE	Corps of Engineers - Civil Works	\$ 30,000,000	Until Expended	In general, unless otherwise specified in law,
IUA	ClimateEnergyEnvironment	Resilience	Pollution Prevention Grants	EPA	EPA	\$ 100,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Ports and Waterways	Port Infrastructure Development Program Grants	DoT	Maritime Administration	\$ 2,250,000,000	10 Years	80 percent Federal / 20 percent non-Federal.
IUA	ClimateEnergyEnvironment	Resilience	Post-Fire Restoration	DoA	Forest Service	\$ 100,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Power Marketing Administration Transmission Borrowing Authority	DoE	Power Marketing Administration	\$ 10,000,000,000	≤\$6B in borrowing auth by 2028	N/A
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Pre-Commercial Direct Air Capture Prize Competitions	DoE	Energy Programs	\$ 15,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Resilience	Preplanning Fire Response Workshops And Workforce Training	DoA	Forest Service	\$ 50,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Prescribed Fires	DoA	Forest Service	\$ 250,000,000	Until Expended	No non-Federal cost share required

IUA	ClimateEnergyEnvironment	Clean Energy and Power	Preventing Outages and Enhancing the Resilience of the Electric Grid / Hazard Hardening	DoE	Energy Programs	\$ 5,000,000,000	Until Expended	States, Territories and Tribes â€” 15 percent cost
IUA	OtherPrograms	Department of Transportation Programs	Prioritization Process Pilot Program	DoT	Federal Highway Administration	\$ 50,000,000	4 Years	80 percent Federal / 20 percent non-Federal.
IUA	ClimateEnergyEnvironment	Resilience	Probabilistic Analysis of National Threats, Hazards, and Risks	DHS	Science and Technology	\$ 13,400,000	5 Years	Not Specified
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Program Upgrading Our Electric Grid and Ensuring Reliability and Resiliency	DoE	Energy Programs	\$ 5,000,000,000	2022-2026	At least a 20 percent cost-share for a funded research or development activity, unless the activity is of a basic or fundamental
IUA	ClimateEnergyEnvironment	Resilience	Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) - Discretionary	DoT	Federal Highway Administration	\$ 1,400,000,000	4 Years	Varies
IUA	ClimateEnergyEnvironment	Resilience	Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) - Discretionary	DoT	Federal Highway Administration	\$ 1,400,000,000	4 Years	Varies
IUA	ClimateEnergyEnvironment	Resilience	Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) - Formula	DoT	Federal Highway Administration	\$ 7,299,999,998	4 years	80 percent Federal / 20 percent non-Federal.
IUA	ClimateEnergyEnvironment	Resilience	Provide Financial Assistance To States, Tribes, And Units Of Local Government To Establish And Operate Reverse-911 Telecommunication Systems	DoA	Forest Service	\$ 30,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Public Transportation	Public Transportation Technical Assistance and Workforce Development	DoT	Federal Transit Administration	\$ 27,545,852	Until Expended	80 percent Federal / 20 percent non-Federal.
IUA	Transportation	Public Transportation	Public Transportation on Indian Reservations Competitive	DoT	Federal Transit Administration	\$ 45,812,610	Year + 2	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Pumped Storage Hydropower Wind and Solar Integration and System Reliability Initiative	DoE	Energy Programs	\$ 10,000,000	Until Expended	Matching funds equal to or greater than the
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Purchase of Power and Transmission Services	DoE	Power Marketing Administration	\$ 500,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Public Transportation	Rail Vehicle Replacement Grants	DoT	Federal Transit Administration	\$ 1,500,000,000	Year + 3	80 percent Federal / 20 percent non-Federal.
IUA	Transportation	Safety	Railroad Crossing Elimination Grants	DoT	Federal Railroad Administration	\$ 3,000,000,000	Until Expended	80 percent Federal / 20 percent non-Federal.
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Rare Earth Elements Demonstration Facility	DoE	Energy Programs	\$ 140,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Rare Earth Security Activities	DoE	Energy Programs	\$ 127,000,000	Until Expended	Not specified
IUA	Transportation	Ports and Waterways	Real Property Activities	GSA	Real Property Activities	\$ 3,418,008,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Reconnecting Communities Pilot Program	DoT	Federal Highway Administration	\$ 1,000,000,000	Until Expended	80 percent Federal / 20 percent non-Federal.
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Recreation Sites	DoA	Forest Service	\$ 55,000,000	Until Expended	Varies. Waivers are not available.
IUA	OtherPrograms	Solid Waste Management and Recycling	Reduce, Reuse, Recycling Education and Outreach Grants	EPA	EPA	\$ 75,000,000	September 30, 2026	No non-Federal cost share required
IUA	Transportation	Ports and Waterways	Reduction of Truck Emissions at Port Facilities	DoT	Federal Highway Administration	\$ 400,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IUA	ClimateEnergyEnvironment	Resilience	Reforestation Trust Fund (Replant Act)	DoA	Forest Service	\$ 528,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Regional Clean Hydrogen Hubs	DoE	Energy Programs	\$ 8,000,000,000	Until Expended	TBD
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Regional Ocean Partnerships	DoC	NOAA	\$ 56,000,000	2 for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Regulatory Program	ACoE	Corps of Engineers - Civil Works	\$ 160,000,000	2022 - 2026	No cost share requirement. Applicants can elect to
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Rehabilitation of High Hazard Potential Dams	DHS	Federal Emergency Management Agency	\$ 585,000,000	Until Expended	Not specified
IUA	ClimateEnergyEnvironment	Resilience	Removal Of Vegetation For Biochar And Innovative Wood Products	DoA	Forest Service	\$ 100,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Research And Development Via Joint Fire Science Program Partnership With Department Of Interior	DoA	Forest Service	\$ 10,000,000	\$2 million tranch5-years	No non-Federal cost share required
IUA	Transportation	Public Transportation	Research, Development, Demonstration and Deployment Projects	DoT	Federal Transit Administration	\$ 132,218,677	Until Expended	No non-Federal cost share required
IUA	Transportation	Passenger and Freight Rail	Restoration & Enhancement Grant Program	DoT	Federal Railroad Administration	\$ 250,000,000	Until Expended	Varies. Waivers are not available.
IUA	ClimateEnergyEnvironment	Resilience	Restoration Projects Via States And Tribes	DoA	Forest Service	\$ 160,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Restore Native Vegetation On Federal/Non-Federal Land	DoA	Forest Service	\$ 100,000,000	Until Expended	Varies. Waivers are not available.
IUA	ClimateEnergyEnvironment	Resilience	Revegetation Effort to Implement National Seed Strategy	DoA	Forest Service	\$ 70,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Rural And Municipal Utility Advances Cybersecurity Grant And Technical Assistance Program	DoE	Energy Programs	\$ 250,000,000	Until Expended	Not Specified
IUA	Transportation	Roads, Bridges and Major Projects	Rural Surface Transportation Grant Program	DoT	Office of the Secretary	\$ 2,000,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IUA	ClimateEnergyEnvironment	Water	Rural Water Projects	DoI	Bureau of Reclamation	\$ 1,000,000,000	Until Expended	Cost share applies to E. New Mex project, but
IUA	Transportation	Safety	Safe Streets and Roads for All	DoT	Office of the Secretary	\$ 5,000,000,000	Until Expended	80 percent Federal / 20 percent non-Federal.
IUA	ClimateEnergyEnvironment	Water	Safety of Dams, Water Sanitation, And Other Facilities	DoI	Bureau of Indian Affairs	\$ 200,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Electric Vehicles, Buses, and Ferries	Safety-Related Activities (Set-aside)	DoT	Federal Highway Administration	\$ 17,500,000	4 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Section 118 Of Water Resources Development Act of 2020	ACoE	Corps of Engineers - Civil Works	\$ 30,000,000	Until Expended	In general, unless otherwise specified in law,
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Section 243 Hydroelectric Efficiency Improvement Incentives	DoE	Energy Programs	\$ 75,000,000	Until Expended	TBD
IUA	ClimateEnergyEnvironment	Resilience	Sector Risk Management Agencies	DHS	Cybersecurity and Infrastructure Security Agency	\$ 35,000,000	5 Years	No non-Federal cost share required
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Secure Rural Schools	DoA	Forest Service	\$ 585,000,000	Until Expended	Maximum Southeast Crescent Regional
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Smart Grid Investment Matching Grant Program	DoE	Energy Programs	\$ 3,000,000,000	Until Expended	A 50 percent cost-share of total costs.
IUA	ClimateEnergyEnvironment	Water	Soil Moisture and Snowpack Pilot Program	DoC	NOAA	\$ 1,000,000	2 for each annual tranche	No non-Federal cost share required
IUA	OtherPrograms	Solid Waste Management and Recycling	Solid Waste Infrastructure for Recycling Infrastructure Grants	EPA	EPA	\$ 275,000,000	Until Expended	No non-Federal cost share required
IUA	OtherPrograms	Regional Commission Programs	Southeast Crescent Regional Commission Funding	Southeast Crescent Regional Commission	Southeast Crescent Regional Commission	\$ 5,000,000	Until Expended	Maximum Northern Border Regional Commission
IUA	ClimateEnergyEnvironment	Resilience	Southwest Ecological Restoration Institute	DoA	Forest Service	\$ 20,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	State and Local Cybersecurity Grant Program	DHS	Cybersecurity and Infrastructure Security Agency	\$ 1,000,000,000	4 Years	fiscal year 2022 for individual recipients: 90
IUA	Broadband	Broadband	State Digital Equity Capacity Grant	DoC	National Telecommunications and Information Administration	\$ 1,440,000,000	Until Expended	No non-Federal cost share required

IUA	Broadband	Broadband	State Digital Equity Competitive Grant	DoC	National Telecommunications and Information Administration	\$ 1,250,000,000	Until Expended	Grants may not cover more than 90 percent of the
IUA	Broadband	Broadband	State Digital Equity Planning Grant	DoC	National Telecommunications and Information Administration	\$ 60,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	State Fire Assistance	DoA	Forest Service	\$ 88,000,000	4 Years	Yes. Waivers are available.
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	State Forest Action Plans	DoA	Forest Service	\$ 200,000,000	4 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	State Incentives Pilot Program (Set-aside within Nationally Significant Freight and Highway Projects - INFRA)	DoT	Office of the Secretary	\$ 750,000,000	4 Years	50 percent Federal/50 percent non-Federal. For
IUA	Transportation	Roads, Bridges and Major Projects	Strategic Innovation for Revenue Collection (Set-aside)	DoT	Federal Highway Administration	\$ 75,000,000	Until Expended	80 percent Federal / 20 percent non-Federal (for
IUA	Transportation	Public Transportation	Strengthening Mobility and Revolutionizing Transportation (SMART) Grants	DoT	Federal Transit Administration	\$ 500,000,000	Until Expended	Varies. Waivers are available.
IUA	ClimateEnergyEnvironment	Environmental Remediation	Superfund	EPA	EPA	\$ 3,500,000,000	Until Expended	No non-Federal cost share required
IUA	OtherPrograms	Department of Transportation Programs	Technology & Innovation Deployment Program	DoT	Federal Highway Administration	\$ 90,000,000	Until Expended	100 percent
IUA	OtherPrograms	Departments of Commerce, Agriculture and Energy Programs	Temporary Water Crossing Structures	DoA	Forest Service	\$ 50,000,000	4 Years	Varies. Waivers are not available.
IUA	ClimateEnergyEnvironment	Resilience	To Complete Or Initiate And Complete Studies That Were Authorized Prior To The Date Of This Act	ACoE	Corps of Engineers - Civil Works	\$ 45,000,000	Until Expended	In general, unless otherwise specified in law,
IUA	OtherPrograms	Department of Transportation Programs	Training & Education	DoT	Federal Highway Administration	\$ 127,500,000	Until Expended	Not specified
IUA	Transportation	Public Transportation	Transit Cooperative Research Program	DoT	Federal Transit Administration	\$ 34,432,315	Until Expended	80 percent Federal / 20 percent non-Federal.
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Transmission Facilitation Program	DoE	Energy Programs	\$ 2,500,000,000	Until Expended	N/A
IUA	Transportation	Roads, Bridges and Major Projects	Transportation Infrastructure Finance and Innovation Act	DoT	Office of the Secretary	\$ 1,250,000,000	4 Years	80 percent Federal / 20 percent non-Federal
IUA	Broadband	Broadband	Tribal Broadband Connectivity Program	DoC	National Telecommunications and Information Administration	\$ 2,000,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Tribal Climate Resilience - Adaptation Planning	Dol	Bureau of Indian Affairs	\$ 86,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Tribal Climate Resilience - Community Relocation	Dol	Bureau of Indian Affairs	\$ 130,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Tribal High Priority Projects Program	DoT	Federal Highway Administration	\$ 45,000,000	4 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Water	Tribal Irrigation and Power Systems	Dol	Bureau of Indian Affairs	\$ 50,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Tribal Transportation Facility Bridge (set-aside)	DoT	Federal Highway Administration	\$ 200,000,000	4 Years	No non-Federal cost share required
IUA	Transportation	Roads, Bridges and Major Projects	Tribal Transportation Facility Bridges (Bridge Formula Funding Set-Aside)	DoT	Federal Highway Administration	\$ 825,000,000	4 Years	100 percent Federal share
IUA	ClimateEnergyEnvironment	Water	Underground Injection Control Grants: Class VI wells	EPA	EPA	\$ 50,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Public Transportation	University Transportation Centers (UTC) Program	DoT	Federal Transit Administration	\$ 500,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Public Transportation	Urbanized Area Passenger Ferry Program	DoT	Federal Transit Administration	\$ 150,000,000	Year + 5	Varies. Waivers are not available.
IUA	Transportation	Safety	Vehicle Safety and Behavioral Research	DoT	National Highway Traffic Safety Administration	\$ 548,500,000	4 Years	Up to 100 percent Federal
IUA	ClimateEnergyEnvironment	Resilience	Volunteer Fire Assistance	DoA	Forest Service	\$ 20,000,000	4 Years	Yes. Waivers are available.
IUA	ClimateEnergyEnvironment	Water	Water & Groundwater Storage, And Conveyance	Dol	Bureau of Reclamation	\$ 1,150,000,000	Until Expended	50 percent Federal owned, 75 percent for State.
IUA	ClimateEnergyEnvironment	Water	Water Desalination Projects	Dol	Bureau of Reclamation	\$ 250,000,000	Until Expended	75 percent non-Federal, up to 25 percent from
IUA	ClimateEnergyEnvironment	Resilience	Water Infrastructure Finance and Innovation Program Account	ACoE	Corps of Engineers - Civil Works	\$ 75,000,000	Until Expended	Not Specified
IUA	ClimateEnergyEnvironment	Water	Water Infrastructure Improvements for the Nation, Small and Underserved Communities Emerging Contaminants Grant Program	EPA	EPA	\$ 5,000,000,000	from 2022-2026.	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Water	Water Recycling	Dol	Bureau of Reclamation	\$ 1,000,000,000	Until Expended	75 percent non-Federal, up to 25 percent from
IUA	ClimateEnergyEnvironment	Water	Water Resources Development Act Data Acquisition	DoC	NOAA	\$ 25,000,000	2 for each annual tranche	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Water-Related Environmental Infrastructure Assistance	ACoE	Corps of Engineers - Civil Works	\$ 200,000,000	Until Expended	In general, unless otherwise specified in law,
IUA	ClimateEnergyEnvironment	Resilience	Watershed And Flood Prevention Operations	DoA	Natural Resources Conservation Service	\$ 500,000,000	Until Expended	Varies. Waivers are available in some
IUA	ClimateEnergyEnvironment	Water	Watershed Management Projects	Dol	Bureau of Reclamation	\$ 100,000,000	Until Expended	50 percent for some projects. Waivers are not
IUA	ClimateEnergyEnvironment	Clean Energy and Power	Watershed Rehabilitation Program	DoA	Natural Resources Conservation Service	\$ 118,000,000	Until Expended	Not applicable
IUA	ClimateEnergyEnvironment	Water	WaterSMART Grants	Dol	Bureau of Reclamation	\$ 400,000,000	Until Expended	Varies, 50 percent, 25 percent, up to 65 percent
IUA	ClimateEnergyEnvironment	Resilience	Wildfire	DoC	NOAA	\$ 50,000,000	3 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Wildfire	DoC	NOAA	\$ 50,000,000	2 Years	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Wildfire Detection And Monitoring Equipment	DoA	Forest Service	\$ 5,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Wildfire Management - Fuels Management	Dol	Departmental Offices	\$ 878,000,000	Until Expended	No non-Federal cost share required
IUA	ClimateEnergyEnvironment	Resilience	Wildfire Management - Joint Fire Science Program with Department of Agriculture	DoA	Departmental Offices	\$ 10,000,000	Until Expended	No non-Federal cost share required
IUA	Transportation	Safety	Wildlife Crossings Pilot Program	DoT	Federal Highway Administration	\$ 350,000,000	4 Years	See 23 U.S.C. 120 (default)
IUA	ClimateEnergyEnvironment	Resilience	Working Capital Fund	Dol	Office of the Secretary	\$ 100,000,000	Until Expended	No non-Federal cost share required



LITACORP ANNUAL BUDGET (2022-2023)

10/7/2022	LITACorp DRAFT ANNUAL BUDGET	Comments:
Salaries	350,000.00	Executive Director, Program Manager, and Executive Assistant
Fringe benefits	24,000.00	Healthcare allowance for Program Manager and Executive Assistant
Car Allowance	24,000.00	\$1,000 monthly allowance for vehicle, vehicle allowance, and tires for both the Executive Director and Program Manager
Cell phone	3,600.00	\$100 per month for cell phone for Executive Director, Program Manager, and Executive Assistant
NonProfit Liability Insurance	10,000.00	Liability Insurance for Board and employees
Travel/meetings/conferences	30,000.00	Per Diem, milage, lodging and travel expenses other than vehicle (ie airfare, train, etc.)
Office leases/rent, IT services	24,000.00	\$1,000 Annual lease/rent pd to the Louisiana Police Jury Association for office space and IT services
Logo/PR Materials	30,000.00	Branding material and copies
Accounting services	24,000.00	Contracted Payroll and audit related services
Supplies	10,000.00	Computers, software, and office supplies
Contracted Professional Services	970,400.00	Contracting services for LITACorp, strategic planning, grant writing, and related services.
ADMINISTRATIVE Annual Budget	1,500,000.00	Total funds for annual administration for LITACorp



PROPOSED DRAWDOWN SCHEDULE



Proposed Drawdown Schedule

Technical Assistance Program	
Month of Drawdown	Amount
May 2023	\$1.5 million (<i>complete</i>)
December 2023	\$2 million
December 2024	\$1.5 million
TOTAL	\$5 million

Matching Funds Grant Program	
Month of Drawdown	Amount
November 2023	\$10 million
January 2024	\$10 million
TOTAL	\$20 million



JLCB ADDITIONAL QUESTIONS & ANSWERS



Additional Information Requested by JLCB

Which organizations submitted proposals to the RFP to support LITACorp's Technical Assistance Program?

- Franklin Associates, LLC (*on contract*)
- Hunt, Guillot & Associates (*on contract*)
- Acadiana Planning Commission (*declined*)
- CohnReznick (*declined*)
- South Central Planning & Development Commission (*declined*)

Is LITACorp pursuing additional funding to supplement appropriated funds?

At this time, LITACorp is not pursuing additional funding to supplement appropriated funds. However, there are philanthropic organizations interested in supporting LITACorp's Technical Assistance Program. There is also an opportunity for LITACorp to apply for federal funding in the future to expand the Technical Assistance Program but no applications have been submitted at this time, and the organization is only using state appropriated dollars to operate.

Is LITACorp using any funds for lobbying activities?

No, LITACorp is not using any funds for lobbying activities.

Agenda Item #16

Update from the
Louisiana Department
of Health and
DentaQuest USA Ins.
Co., Inc., regarding
contract performance
issues



State of Louisiana
Louisiana Department of Health
Bureau of Health Services Financing

November 14, 2023

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

Approved by the Joint Legislative
Committee on the Budget

DATE: 12/18/23 *SM*

Dear Ms. Rice:

The following contract amendment is being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes 39:1551 et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency: Louisiana Department of Health

Contractor: DentaQuest USA Insurance Company, Inc.

LaGov: 2000506234

Maximum Contract Amount: \$494,251,215.00

Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00;
FY23: \$128,734,874.00; FY24: \$129,604,869.00; FY25: \$62,441,468.00.

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call Brandon Bueche at (225) 384-0460.

Sincerely,

Handwritten signature of Ali Bagbey in black ink.

Ali Bagbey
Medicaid Program Manager 1-B

**AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Amendment #: 10
LAGOV#: 2000506234
LDH #: _____
Original Contract Amount \$355,700,072.00
Original Contract Begin Date 01-01-2021
Original Contract End Date 12-31-2023
RFP Number: 3000013043

(Regional/ Program/ Facility) Medical Vendor Administration
Bureau of Health Services Financing
AND
DentaQuest USA Insurance Company, Inc.
Contractor Name

AMENDMENT PROVISIONS

Change Contract From: Current Maximum Amount: \$368,376,574.00 Current Contract Term: 1/1/2021 - 12/31/2023

CF-1
11) Termination Date: 12/31/2023
12) Maximum Contract Amount: \$368,376,574.00
13) Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00; FY23: \$128,734,874.00; FY24: \$66,171,696.00

Change Contract To: If Changed, Maximum Amount: \$494,251,215.00 If Changed, Contract Term: 1/1/2021 - 12/31/2024

CF-1
11) Termination Date: 12/31/2024
12) Maximum Contract Amount: \$494,251,215.00
13) Estimated Amounts by Fiscal Year: FY21: \$56,689,544.00; FY22: \$116,780,460.00; FY23: \$128,734,874.00; FY24: \$129,604,869.00; FY25: \$62,441,468.00.

Justifications For Amendment:

Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP.
In accordance with section 1.3 of the contract, LDH is extending the contract for twelve (12) additional months at the same rates, terms, and conditions of the initial contract term. This amendment extends the contract through December 31, 2024.

This Amendment Becomes Effective: 12-31-2023

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

CONTRACTOR

DentaQuest USA Insurance Company, Inc.


**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

CONTRACTOR SIGNATURE _____ **DATE** _____
PRINT NAME Brett Bostrack
CONTRACTOR TITLE Senior Vice President

SIGNATURE _____ **DATE** _____
NAME Kimberly Sullivan
TITLE Interim Medicaid Executive Director
OFFICE Louisiana Department of Health

PROGRAM SIGNATURE _____ **DATE** _____
NAME _____

Approved by the Joint Legis Committee on the Budget
DATE: 10/18/23 

SECRETARY'S CERTIFICATE

April 6, 2022

The undersigned, as secretary of DentaQuest USA Insurance Company, Inc. ("Company") certifies that the Board of the Company met on March 17, 2022 and authorized the officers of the Company: Brett Bostrack, President, Frank Scalise, Treasurer and David Abelman, Secretary, to take all actions they deem necessary to carry out the business of the Company (except officers shall not have any power or authority to bind the Company by any contract or engagement to pledge its credit, to execute deeds, conveyances, promissory notes or loans, nor to authorize mergers, acquisitions, consolidations, liquidations, dissolution).

DENTAQUEST USA INSURANCE COMPANY, INC.

David Abelman

David Abelman (Apr 7, 2022 09:27 EDT)

David Abelman, Secretary



Vendor Profile Data

Company Data		
Company Name / Full Name	DENTALQUEST USA INSURANCE CO	
Vendor ID	310046175	
Domicile / Physical Address	Street Address	465 MEDFORD ST
	City	BOSTON
	State	MA
	Parish/County	
	Zip Code	02129
	Country	US
Business Type	C Corporation	
Publicly Traded	No	
All applicable federal, state, and payroll taxes have been paid and are current	No	

Leadership and Governance Data	
Owners	DentQuest, LLC: 100% owner of DentaQuest USA Insurance Company, Inc. DentaQuest Group, Inc.: 100% owner of DentaQuest, LLC Sun Life Financial Inc., ultimate parent Sun Life Assurance Company of Canada Sun Life (Bermuda) Finance No.2 LLC Sun Life Global Investments Inc. Sun Life 2007-1 Financing Corp. Sun Life (Luxembourg) Finance No. 2 SARL Sun Life (Luxembourg) Finance No. 1 SARL Sun Life Assurance Company of Canada - U.S. Operations Holdings, Inc. - 100% owner of DentaQuest Group, Inc.
Board of Directors	Brett Bostrack Robert Lynn Michele Blackwell Frank Scalise
Corporate Officers	Brett Bostrack, President Frank Scalise, Treasurer

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		0.00

DBE Certification	
MBE	<input type="checkbox"/>
MWBE	<input type="checkbox"/>
WWBE	<input type="checkbox"/>
WMBE or Other DBE	<input type="checkbox"/>

Agent and Lobbyist Information	
Cary Koch, Rodell Parsons	8440 Jefferson Highway Baton Rouge, LA 70809 USA
John Koch, Parsons Rodel	8440 Jefferson Highway Baton Rouge, LA 70809 USA

Last Review: 12/20/2022 08:36:12
By: Elise Cannestra

MEDICAID DENTAL BENEFIT PROGRAM MANAGERS

LOUISIANA DEPARTMENT OF HEALTH

PERFORMANCE AUDIT SERVICES

Informational Brief
October 4, 2023

**LOUISIANA LEGISLATIVE AUDITOR
1600 NORTH THIRD STREET
POST OFFICE BOX 94397
BATON ROUGE, LOUISIANA 70804-9397**

LEGISLATIVE AUDITOR
MICHAEL J. "MIKE" WAGUESPACK, CPA

FIRST ASSISTANT LEGISLATIVE AUDITOR
BETH Q. DAVIS, CPA

DIRECTOR OF PERFORMANCE AUDIT SERVICES
KAREN LEBLANC, CIA, CGAP, MSW

PERFORMANCE AUDIT MANAGER
CHRIS MAGEE, CIA, CGAP, CFE, MBA

AUDIT TEAM
JODIE DEBETAZ, CIA, CGAP, MA

Under the provisions of state law, this report is a public document. A copy of this report has been submitted to the Governor, to the Attorney General, and to other public officials as required by state law. A copy of this report is available for public inspection at the Baton Rouge office of the Louisiana Legislative Auditor and online at www.la.la.gov. When contacting the office, you may refer to Agency ID No. 9726 or Report ID No. 40230025 for additional information.

This document is produced by the Louisiana Legislative Auditor, State of Louisiana, Post Office Box 94397, Baton Rouge, Louisiana 70804-9397 in accordance with Louisiana Revised Statute 24:513. Four copies of this public document were produced at an approximate cost of \$2.60. This material was produced in accordance with the standards for state agencies established pursuant to R.S. 43:31.

In compliance with the Americans With Disabilities Act, if you need special assistance relative to this document, or any documents of the Legislative Auditor, please contact Jenifer Schaye, General Counsel, at 225-339-3800.

October 4, 2023

The Honorable Patrick Page Cortez,
President of the Senate
The Honorable Clay Schexnayder,
Speaker of the House of Representatives

Dear Senator Cortez and Representative Schexnayder:

This informational brief provides the results of our analysis of Medicaid dental benefit program managers, including payments they received from LDH and made to providers, adequacy of dental provider networks, provider complaints and formal claims disputes, member grievances and appeals, and noncompliance with contractual requirements. This informational brief is intended to provide timely information related to an area of interest to the legislature or based on a legislative request. I hope this information will benefit you in your legislative decision-making process.

Respectfully submitted,



Michael J. "Mike" Waguespack, CPA
Legislative Auditor

MJW/ch

MEDICAID DENTAL





Informational Brief

Medicaid Dental Benefit Program Managers

Louisiana Department of Health

MICHAEL J. "MIKE" WAGUESPACK, CPA

Audit Control# 40230025

Performance Audit Services - October 2023

Background

The Louisiana Department of Health (LDH) began contracting with DentaQuest USA Insurance Company (DentaQuest) and MCNA Insurance Company (MCNA) (collectively known as dental benefit program managers, or DBPMs) on January 1, 2021, to provide Medicaid members with covered dental benefits and services.¹ Eligible Medicaid members include (1) Medicaid members under the age of 21 and (2) Medicaid members who are ages 21 or older *and* whose Medicaid coverage includes the full range of Medicaid services. Children under the age of 21 have comprehensive dental benefits² from these two DBPMs, while adults primarily have denture coverage.³ Louisiana expanded coverage in July 2022 to include adults ages 21 and over who are enrolled in one of the state’s waiver programs⁴ and in May 2023 to include adults ages 21 and over who reside in a state intermediate care facility for individuals with developmental disabilities (ICF/DD).

Both contracts end on December 31, 2023. The original maximum combined cost of the two contracts totaled approximately \$711.4 million. Effective January 1, 2023, a contract amendment increased the maximum combined cost to approximately \$736.7 million. LDH is currently seeking a two-year extension of the contracts through December 31, 2025, increasing the total combined cost of the two contracts over the five-year period to approximately \$1.24 billion.

Why We Compiled This Informational Brief

We conducted this analysis in response to a legislative request asking us to assess the performance of DentaQuest and MCNA related to types of services provided, provider complaints, member grievances, claims denials, and network adequacy. To conduct this analysis, we reviewed the DentaQuest and MCNA contracts, analyzed Medicaid data, and reviewed certain required contract deliverables such as required reports that plans must submit to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

Informational briefs are intended to provide more timely information than standards-based performance audits. While these informational briefs do not follow all *Government Auditing Standards*, we conduct quality assurance activities to ensure the information presented is accurate. In addition, we incorporated feedback we received from LDH throughout the report.

¹ According to LDH, there were three bidders for these contracts.

² Services covered include diagnostic, preventative, restorative, endodontic, periodontics, prosthodontic, fixed prosthodontics, oral and maxillofacial surgery, orthodontic, and adjunctive general.

³ Adults have access to comprehensive oral examinations and radiographs, as well as a range of denture services. Some of the six Healthy Louisiana (Medicaid) health plans offer additional dental coverage for adults as value-added services.

⁴ Includes the New Opportunities Waiver, the Residential Options Waivers, or the Supports Waiver.

From June 1, 2014, through December 31, 2020, LDH contracted solely with MCNA for dental services under a waiver⁵ from the Centers for Medicare and Medicaid Services (CMS). However, LDH now contracts with two DBPMs because federal law⁶ requires that states give Medicaid members a choice of at least two DBPMs. LDH pays a per member per month payment (PMPM) to each DBPM for each member to efficiently manage service costs and utilization, to improve access to specialty dental services, and to increase outreach and education to promote healthy dental behavior. Exhibit 1 summarizes the PMPM amounts per member as of June 2023 by coverage type.

Exhibit 1 Dental Monthly PMPM As of June 2023	
Coverage Type	PMPM
LaCHIP* Affordable Plan	\$26.82
Medicaid Child/CHIP	\$22.08
Medicaid Adult	\$1.63
Medicaid Expansion Child	\$18.90
Medicaid Expansion Adult	\$1.04
Medicaid Adult Waivers	\$23.98
Adult ICF/DD	\$17.72
* The Louisiana Children’s Health Insurance Program (LaCHIP) provides health coverage to uninsured children up to age 19. It is a no-cost health program that pays for hospital care, doctor visits, prescription drugs, shots and more. Source: Prepared by legislative auditor’s staff using the <i>Louisiana Medicaid Dental Benefit Program Capitation Rate Certification</i> report from Mercer.	

What We Found

LDH paid approximately \$513.9 million in PMPMs to DentaQuest and MCNA for dental coverage for approximately 2.0 million unique Medicaid members⁷ from January 1, 2021, through December 31, 2022. These DBPMs provided approximately \$279.7 million in dental services over this same time period.⁸ Included in the \$513.9 million in PMPMs LDH paid to the DBPMs is \$127.5 million in Full Medicaid Pricing (FMP) payments. The purpose of FMP is to increase payments to contracted providers to maintain and increase access to dental services for Medicaid members. According to LDH, the DBPMs

⁵ A Medicaid waiver allows the federal government to waive rules that usually apply to the Medicaid program.

⁶ 42 Code of Federal Regulations (CFR) 438.52

⁷ In calendar year 2022, DentaQuest had 1,002,379 unique members, while MCNA had 961,684.

⁸ This number understates the amount of services paid by the DBPMs, because Medicaid providers have up to 365 days to bill for services rendered. Therefore, some services provided from July 2022 through December 2022 may not yet be included in the data. In addition, FMP payments are not included in this amount.

determine the amounts to pay providers.⁹ These FMP payments, as well as the amounts directly paid to providers for services, resulted in a total amount of \$407.4 million paid to dental providers. Exhibit 2 summarizes the number of unique providers who provided services and the amount paid by provider specialty by DBPM for calendar years 2021 and 2022.

Exhibit 2 Unique Providers by Amount Paid* and Specialty Calendar Years 2021 through 2022				
Provider Specialty	DentaQuest		MCNA	
	Unique Providers	Amount Paid	Unique Providers	Amount Paid
General Dentist	727	\$88,872,148	918	\$114,912,720
Pediatric Dentist	91	38,095,097	90	27,834,552
Oral and Maxillofacial Surgeon	40	3,804,547	44	3,714,215
Endodontist	9	1,056,254	9	508,713
Prescriber Only and Ordering, Prescribing, and Referring	8	389,567	12	45,154
Federally Qualified Health Center and Rural Health Center	21	91,296	38	22,789
Orthodontist	8	75,639	12	245,868
American Indian/Native Alaskan	1	18,436	1	38,403
Periodontist	2	8,848	2	9,661
Psychiatrist/Neurologist	2	183	1	3,702
Total	867**	\$132,412,015	1,028**	\$147,335,777

* Based on information available in Medicaid claims data, which does not include FMP payment amounts. LDH does not track FMP payment amounts by dental provider.
 ** Represents the unique number of providers based on the national provider identifier of the provider who rendered services across these specialties and thus is less than the sum of the columns.
Source: Prepared by legislative auditor’s staff using Medicaid data obtained from LDH.

Because neither DBPM met the contract requirement to spend at least 85% of its PMPMs on dental benefits and services, the DBPMs had to refund LDH approximately \$11.4 million in calendar year 2021. Both DBPMs are required by their contracts to submit an annual Medical Loss Ratio (MLR) report detailing how much they spent on dental benefits and services compared to how much they spent on administrative and other expenses. LDH contracts with Myers and Stauffer to examine the information in the MLR reports and adjust the numbers as appropriate. If the aggregate MLR for a DBPM is less than 85.0%, then the DBPM must refund LDH the difference. Exhibit 3 summarizes, according to the MLR reports, the calendar year 2021 MLR by DBPM for the expansion and non-expansion Medicaid populations, the amount of PMPMs paid by LDH to the DBPMs for each population, and the amount each paid LDH as a result of not meeting the required MLR.

⁹ LDH stated that it produces and publishes an FMP report but does not involve itself with FMP payments to providers or track/monitor FMP provider payments, except to review the aggregated FMP payment amount in each MCO’s quarterly financial statement because of federal regulations [42 CFR 438.6(c)(1)(2021)] prohibiting states from directing payments to individual providers.

Exhibit 3 Comparison of Medical Loss Ratio % and Amount Paid Calendar Year 2021*				
Plan	Population	MLR	PMPMs Paid by LDH	Amount Paid
MCNA	Expansion	62.3%	\$13,600,417	\$2,977,238
	Non-Expansion	84.7%	114,288,652	312,391
DentaQuest	Expansion	36.4%	13,752,824	5,669,613
	Non-Expansion	82.7%	113,910,981	2,488,274
Total			\$255,552,874	\$11,447,516

* Includes claims with dates of service in calendar year 2021 paid through April 2022. LDH stated that the report for calendar year 2022 is expected to be released around June 2024.
Source: Prepared by legislative auditor’s staff using Myers and Stauffer’s MLR reports for DentaQuest and MCNA.

Neither DBPM met all requirements for network adequacy. However, according to an LDH report, Louisiana has a shortage of dental providers across the state. The DBPM contracts require DentaQuest and MCNA to design, develop, and maintain a network that reflects the needs and service requirements of their members, be sufficient to serve their members, and maximize the availability of primary and specialty dental services. However, the contracts do not specify how many providers the dental benefit plans must have in their network. According to an LDH report,¹⁰ all but five parishes in Louisiana have been designated as a health professional shortage area for dentists.

The DBPMs are required to submit quarterly network adequacy reports to LDH showing the number of contracted providers in their network. Exhibit 4 summarizes the number of providers contracted by DBPM and specialty as of June 2023 and shows that for some specialties, such as periodontists and endodontists, the DBPMs contract with 10 or fewer providers statewide. In addition, according to network adequacy reports submitted by the DBPMs as of June 2023, neither DBPM had any dental providers, including general dentists, in three parishes – Assumption, Cameron, and Jackson – and

Exhibit 4 Providers Contracted by DBPM by Specialty As of June 2023		
Specialty Type	DentaQuest	MCNA
General Dentist	801	774
Pediatric Dentist	86	90
Endodontist	10	8
Periodontist	5	3
Prosthodontist	23	2
Orthodontist	19	25
Oral and Maxillofacial Surgeon	33	42
Total	977	944

Source: Prepared by legislative auditor’s staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

¹⁰ <https://wellaheadla.com/healthcare-access/health-professional-shortage-areas/>

30 parishes did not have any specialty providers available through either DBPM.¹¹ Appendix A summarizes the number of providers by parish.

The DBPM contracts require DentaQuest and MCNA to meet time and distance requirements (see *text box at right*) and demonstrate compliance on quarterly reports. We reviewed these quarterly reports to determine the number of parishes that were not in compliance with these distance requirements and found that neither DBPM met all requirements. However, according to MCNA, it has contracted with all available specialists in the area.

Distance to Primary Dental Services:
 Travel distance from enrollee’s place of residence shall not exceed **thirty (30) miles** or sixty (60) minutes one-way for rural areas; and **ten (10) miles** or twenty (20) minutes for urban areas.

Distance to Specialty Dental Services:
 Travel distance shall not exceed **sixty (60) miles** one-way from the enrollee’s place of residence for at least **seventy-five (75) percent** of enrollees; and shall not exceed **ninety (90) minutes** one-way from the enrollee’s place of residence for **all** enrollees.

Source: DBPM contracts

Exhibit 5 summarizes the number of parishes that did not meet these distance requirements, and Appendix B shows this information by parish.

Exhibit 5 Number of Parishes <i>Not</i> Meeting Distance Requirements As of June 2023			
Specialist Type	Requirement	DentaQuest	MCNA
Primary Dentist*	100% within 30 miles for rural parishes	0	12
	100% within 10 miles for urban areas	8	20
Endodontist	75% of members within 60 miles	14	29
	100% of members within 90 miles	4	27
Oral Surgeon	75% of members within 60 miles	13	4
	100% of members within 90 miles	0	16
Orthodontist	75% of members within 60 miles	14	9
	100% of members within 90 miles	1	16
Periodontist	75% of members within 60 miles	29	37
	100% of members within 90 miles	12	36
Prosthodontist	75% of members within 60 miles	13	41
	100% of members within 90 miles	11	39

* Includes general dentists and pediatric dentists.
Source: Prepared by legislative auditor’s staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

According to LDH, it does not perform any independent analysis of underlying claims or provider data to validate the information submitted by DBPMs on these reports. Instead, LDH contracts with an External Quality Review Organization to review network adequacy as part of its external quality review.

¹¹ DentaQuest had 34 parishes with no specialists as of June 2023, while MCNA had 33 parishes with no specialists as of June 2023 according to self-reported data contained in monthly reports submitted by the DBPMs to LDH.

DentaQuest had more provider complaints and formal claims disputes than MCNA, but most of DentaQuest’s complaints were during the first six months of their contract. While the number of complaints reported on DentaQuest’s monthly reports have significantly decreased, formal claims disputes remain high. Specifically, from

A provider **complaint** is any contact, by phone, in writing, or in person, originating from a provider and delivered to any member of health plan staff voicing dissatisfaction with a policy, procedure or any other communication or action by the dental plan.

A **formal claims dispute** is a process where a provider can appeal a decision by the DBPM to deny or underpay a claim.

January 2021 through July 2023, DentaQuest had 931 provider complaints and 4,398 formal claims disputes compared to MCNA’s 9 provider complaints and 86 formal claims disputes. However, 891 (95.7%) of DentaQuest’s provider complaints were in the first six months of their contract. DBPMs are required to submit monthly reports to LDH on the number of complaints received from providers and the number of formal claims disputes. Dental plans are also required by their contract to develop a process for formal claims disputes. The most common type of provider complaint for the two DBPMs was related to claims processing, as 499 (53.1%) of 940 complaints were for this reason. Exhibit 6 summarizes the number of provider complaints by reason and the number of formal claims disputes by status.

**Exhibit 6
Number of Provider Complaints and Formal Claims Disputes
Calendar Years 2021 through 2023**

Complaint Reason	DentaQuest			MCNA		
	2021	2022	2023*	2021	2022	2023*
Claims Processing	474	7	14	4	0	0
Reimbursement Rates	48	0	0	0	0	0
Prior Authorization	232	1	0	0	0	0
Provider Enrollment and Credentialing	9	0	0	0	0	0
Lack of Access to Providers or Services	0	0	1	1	0	0
Lack of Information/Response	1	0	4	0	0	0
Other	132	4	4	4	0	0
Total	896	12	23	9	0	0
Total All Years	931			9		
Formal Claims Disputes	DentaQuest			MCNA		
	2021	2022	2023*	2021	2022	2023*
Received	1,460	1,921	1,017	19	28	39
Resolved**	1,411	1,939	985	18	27	32
Resolved with Change to Original Payment Amount	402	623	256	4	10	17
Total All Years	4,398			86		

* Calendar year 2023 only includes information available through July 31, 2023.

** This represents the total formal disputes resolved in the calendar year, which could include some not resolved from the previous year.

Source: Prepared by legislative auditor’s office using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

The independent review process is another option for dental providers to resolve claims disputes. This process was established by state law¹² and can be used when a provider believes a DBPM has denied claims incorrectly. Providers can submit a request for this review to LDH, which will then forward eligible claims to a reviewer who is not a state employee and is independent of both the DBPM and the dental provider. LDH stated that no dental providers have requested an independent review.

According to LDH, the large number of provider complaints and formal claims disputes is attributable to challenges associated with onboarding DentaQuest as a new DBPM in calendar year 2021. For example, LDH stated that the processes used by DentaQuest differ from those used by MCNA, and providers had become accustomed to MCNA's processes, as it had been the sole DBPM for over six years. LDH further stated that despite guidance and instructions provided by DentaQuest, providers often continued to submit prior authorization requests and claims in a manner not in alignment with DentaQuest's guidance and instructions, resulting in continued denials.¹³ However, dental providers stated that they provide complaints directly to LDH routinely and through quarterly meetings with LDH and DentaQuest. Dental providers stated that they no longer use DentaQuest's formal complaint process because of issues with their communication. Dental providers stated through interviews and documentation the following issues as ongoing related to claims with DentaQuest:

- Providers noted issues with **denials of claims**. For example, one provider stated that on some denials, the denial only says "Does Not Meet Criteria" without providing any real explanation as to why the claim was denied or what documentation is needed for the claim to be approved. Another provider stated that "With DentaQuest, services that are stated to be covered in the manual have been getting denied even when submitted with appropriate radiographs and clinical notes. My office routinely has to get pre-authorizations for covered services to ensure we receive timely payment."

Our analysis of denied claims shows that DentaQuest had a higher percentage of claims that were denied compared to MCNA. As shown in Exhibit 7, while the two dental benefit plans submitted a similar number of unique encounters to LDH,¹⁴ the percentage of claims denied by DentaQuest was nearly double that of MCNA's from January 2021 through December 2022. See Appendix C for the number of paid and denied claims by dental benefit plan by provider type for the same time period.

¹² Louisiana Revised Statute (La. R.S.) 46:460.90

¹³ We also reviewed the 2022 provider satisfaction survey. However, due to differences in the number of responses and methodology used, we did not include that information in this report.

¹⁴ An encounter is a distinct set of healthcare services provided to a Medicaid member enrolled with a DBPM on the date that the services were delivered. It is a claim paid by the DBPM but submitted to LDH.

Exhibit 7 Paid and Denied Claims by DBPM* Service Dates January 2021 through December 2022					
Dental Benefit Plan	Paid Claims	Denied Claims	Total Submitted Claims	Percentage of Claims Denied	Cost of Claims Paid
DentaQuest	2,804,725	411,210	3,215,935	12.8%	\$132,412,015
MCNA	2,958,224	217,979	3,176,203	6.9%	\$147,335,777
Total	5,762,949	629,189	6,392,138	9.8%	\$279,747,792

* Represents the final payment status as of June 2023 and does not account for claims submitted and denied multiple times. Each claim is accounted for one time in this exhibit.
Source: Prepared by legislative auditor’s staff using Medicaid data from LDH.

- Providers noted issues with **communication**, such as often having to make multiple phone calls to their provider representatives to get any resolution to concerns. For example, one provider stated, “it is impossible to get a DentaQuest representative on the phone to answer questions about denied claims, denied pre-authorizations, and issues with reimbursement.”
- Providers noted that the DentaQuest and MCNA **provider manuals have differences in requirements**. We analyzed the requirements related to eight specific procedures¹⁵ in the DBPMs’ provider manuals and found that, despite LDH’s provider manual not requiring preauthorization or review for these procedures, both DentaQuest and MCNA require some pre-review. LDH stated that its manual serves as a guide for minimum requirements of the DBPMs, but it gives the DBPMs flexibility to be more stringent and does not require the DBPM’s provider manuals to be the same. For example, DentaQuest requires prepayment reviews but no preauthorization for seven of these procedures, while MCNA requires preauthorization but no prepayment review for the same seven procedures.

Although DentaQuest and MCNA had a similar number of member grievances, DentaQuest had significantly more member appeals. In addition, member appeals to DentaQuest were found in favor of the member more frequently than for MCNA members. From January 2021 through June 2023, DentaQuest had 212 grievances, with most related to quality of care issues. During the same time period, MCNA had a total of 200 grievances from members, with most due to billing and financial issues. However, DentaQuest had 1,847 appeals compared to MCNA’s 221 appeals. The most common reason for appeals for both DBPMs was that the DBPM determined the dental procedure did not meet clinical criteria. Examples of cases that were appealed to DentaQuest include services such as tooth extractions and sedation that were denied for payment after providing the service even though the provider received prior

¹⁵ These procedures were related to prefabricated stainless-steel crowns (procedure codes D2930, D2931, D2933, and D2934), inhalation of nitrous oxide (procedure code D9230), and various forms of sedation (procedure codes D9239, D9243, and D9248).

authorization to perform the service. Interviews with dental providers also noted that this was an issue. According to DentaQuest’s provider manual, a preauthorized treatment, service, or procedure may only be reversed on retrospective review under certain circumstances.¹⁶ Exhibit 8

A **grievance** is an expression of member dissatisfaction about any matter other than an adverse benefit determination. Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider, or a network employee and network administration practices.

An **appeal** is a request for a review of an action and involves a formal process whereby a member has the right to contest an adverse benefit determination by the DBPM, which is the denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service, etc.

summarizes the number and reason for grievances and appeals by DBPM from January 2021 through June 2023.

Exhibit 8 Summary of Grievances and Appeals by DBPM January 2021 through June 2023				
Reason	Grievance		Appeals	
	DentaQuest	MCNA	DentaQuest	MCNA
Quality of Care	82	60	0	0
Accessibility of Office	27	13	0	0
Attitude/Service of staff	16	13	0	0
Quality of Office, Building	2	0	0	0
Timeliness	1	1	0	6
Benefit Limitations/Exclusions	24	21	127	26
Billing and Financial issues	47	77	1	0
Clinical Criteria Not Met -Dental Procedure	2	4	1,522	172
Prior or Post Authorization	2	2	197	0
Level of Care Dispute	1	0	0	0
Other - Updating Membership Information	8	9	0	17
Total*	212	200	1,847	221

* We identified issues with some of DentaQuest’s reports, such as one month having no data included and three consecutive months having the same number of grievances and appeals.
Source: Prepared by legislative auditor’s staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

Because the number of member appeals was significantly different between DentaQuest and MCNA, we analyzed member appeals that were resolved during this same time period. We found that the appeal was successful for the member more often when appealing a DentaQuest decision than an MCNA decision, meaning the DBPM or an administrative law judge approved the originally denied request.

¹⁶ Circumstances include: (a) The relevant information presented upon retrospective review is materially different from the information presented during the preauthorization review; (b) The relevant information presented upon retrospective review existed at the time of the preauthorization review but was withheld or not made available; (c) DentaQuest was not aware of the existence of such information at the time of the preauthorization review; or (d) Had DentaQuest been aware of such information, the treatment, service, or procedure being requested would not have been authorized.

For example, 845 (43.9%) of 1,925 DentaQuest members’ appeals were found in favor of the member, while 41 (25.0%) of 164 MCNA members’ appeals were found in favor of the member. Exhibit 9 shows how appeals were resolved for each of the DBPMs from January 2021 through June 2023.

Exhibit 9 Outcomes of Appeals January 2021 through June 2023					
Determination	Meaning	DentaQuest		MCNA	
		Total	Percent	Total	Percent
Overtured or Reversed for Member	(1) A decision at the State Fair Hearing level which reverses the dental plan's decision in favor of the member, or (2) a decision at the dental plan level to approve a denied request prior to a State Fair Hearing being scheduled by the Division of Administrative Law	845	43.9%	41	25.0%
Invalid, Upheld, or Withdrawn	(1) Appeals request that is found to be unacceptable for timeliness, coverage, or appropriate filing, (2) a decision at the State Fair Hearing level which confirms the DBPM's denial of the member's request, or (3) a written decision made by the appellant to terminate the appeals process	1,080	56.1%	123	75.0%
Total		1,925*	100.0%	164	100.0%
* The issues noted in the previous exhibit may contribute to the number of resolved appeals being higher than the number of appeals filed. Source: Prepared by legislative auditor’s staff using self-reported data contained in monthly reports submitted by the DBPMs to LDH. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.					

Between January 2021 and August 2023, LDH issued \$1.1 million in penalties to DentaQuest for 19 instances of noncompliance with the DBPM contract and issued \$617,000 in penalties to MCNA for 11 instances of noncompliance. The most common categories of noncompliance for the 30 total instances of noncompliance were reporting and claims and encounter management. Nine (30.0%) of the 30 total instances of noncompliance were related to reporting and eight (26.7%) were related to claims and encounter management. As of August 2023, LDH had assessed a combined \$1.7 million in penalties to the DBPMs for noncompliance with contract requirements, including failure to submit required reports, failure to meet encounter data submission requirements, and failure to meet performance measures. Neither plan was assessed a monetary penalty in calendar year 2021. DentaQuest was assessed \$1,124,500 in penalties between January 2022 and August 2023, while MCNA was assessed \$617,500 in penalties during that same time frame. Exhibit 10 summarizes the areas of noncompliance noted and penalties assessed by calendar year and DBPM.

Exhibit 10 Noncompliance and Penalties Assessed by DBPM, Category, and Calendar Year January 2021 through August 2023				
Calendar Year	Category	Examples of Noncompliance	Count	Total Penalties
DentaQuest				
2021	Administration	Dental Director not 100% dedicated to the contract	1	\$0
2021	Claims and Encounter Management	Delays in Recycling Claims	1	0
2021	Provider Services	Provider complaints including claims processing issues, inappropriate reimbursement and denial of claims, prior authorization issues and failure to recycle and re-process claims once adjudication errors are identified and corrected	4	0
2022	Administration	Failure to maintain required business hours	1	2,000
2022	Claims and Encounter Management	Failure to meet performance standards	1	50,000
2022	Quality Management	Failure to meet Healthcare Effectiveness Data and Information Set (HEDIS) performance measure target rate for sealants by 15.28%	1	200,000
2022	Reporting	Failure to timely submit quarterly reports – did not submit eight Quarter 1 reports by 4/30/2022; did not submit one Quarter 1 report by 5/31/2022; and failure to use correct template and required agreed upon procedures (AUPs) as noted in updated requirements	3	515,000
2023	Claims and Encounter Management	Failure to meet performance standards in encounter reconciliation reports	2	200,000
2023	Quality Management	Failure to meet compliance in availability of services, assurances of adequate capacity and services, coverages and authorizations of services, provider selection, enrollee rights and protection, grievance and appeal systems, practice guidelines, health information systems, quality assurance and performance improvement, and fraud waste and abuse	2	30,000
2023	Reporting	Failure to timely submit quarterly reports	1	87,500
2023	Services and Benefits	Enrollees removed from Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) prior to 21st birthday	1	0
2023	Provider Network	Based on complaints from providers about a shortage of oral surgeons and lack of primary dental providers available to service intermediate care facilities for individuals with intellectual disabilities	1	40,000
Total			19	\$1,124,500

Exhibit 10 (Cont.) Noncompliance and Penalties Assessed by DBPM, Category, and Calendar Year January 2021 through August 2023				
Calendar Year	Category	Examples of Noncompliance	Count	Total Penalties
MCNA				
2022	Claims and Encounter Management	Failure to submit and/or correct monthly data; exceeding 5% error rate	2	\$100,000
2022	Provider Services	Average call hold time exceeded 3 minutes; call abandonment rate exceeded 5%	1	20,000
2022	Quality Management	Failure to meet HEDIS performance measure target rate for sealants by 14.14%	1	190,000
2022	Reporting	Failure to timely submit quarterly reports – rejection of one report for failure to perform updated AUPs as noted in updated requirements; two Quarter 1 reports rejected due to errors, one not resubmitted timely; Quarterly financial reports were 16 days late	4	205,000
2023	Claims and Encounter Management	Monthly encounter data received in wrong format and exceeding 3% error threshold	2	100,000
2023	Reporting	Failure to complete updated agreed-upon procedures	1	2,500
Total			11	\$617,500
Combined Total for both DBPMs			30	\$1,742,000
Source: Prepared by legislative auditor's staff using information provided by LDH.				

APPENDIX A: NUMBER OF PROVIDERS BY DBPM AND PARISH AS OF JUNE 2023

DENTAQUEST						
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS			
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Oral and Maxillofacial Surgeon
ACADIA	24	3				
ALLEN	9					
ASCENSION	87	14				5
ASSUMPTION						
AVOUELLES	9	1				
BEAUREGARD	10					
BIENVILLE	6					
BOSSIER	50	11				1
CADDO	181	16			1	7
CALCASIEU	49	3				2
CALDWELL	4					
CAMERON						
CATAHOULA	2					
CLAIBORNE	15					
CONCORDIA	8					
DESOTO	2					
EAST BATON ROUGE	238	22		1	3	6
EAST CARROLL	1					
EAST FELICIANA	23					
EVANGELINE	10	1				
FRANKLIN	3					
GRANT	5					
IBERIA	12	3				1
IBERVILLE	8					2
JACKSON						
JEFFERSON	335	23	2	1	2	7
JEFFERSON DAVIS	1					
LAFAYETTE	85	12				4
LAFOURCHE	158	4		2		
LASALLE	2					
LINCOLN	11					3
LIVINGSTON	109	8				1
MADISON					1	

DENTAQUEST							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
MOREHOUSE	7						
NATCHITOCHES	4	5					1
ORLEANS	307	21	3	1	7	3	7
OUACHITA	83	4			1	3	4
PLAQUEMINES	1						
POINTE COUPEE	6						
RAPIDES	33	7		4			2
RED RIVER	2						
RICHLAND	7				2		
SABINE	8						
SAINT BERNARD	86	2					
SAINT CHARLES	82	2					
SAINT HELENA	7						
SAINT JAMES	6						
SAINT LANDRY	11						
SAINT MARTIN	12						
SAINT MARY	13						
SAINT TAMMANY	235	20	3		2	3	2
SAINT JOHN THE BAPTIST	75						
TANGIPAOHA	126	5	2	1		1	3
TENSAS	1						
TERREBONNE	78	5	1			2	1
UNION	3						
VERMILION	14	2					
VERNON	3						
WASHINGTON	78				1	1	
WEBSTER	16	6					
WEST BATON ROUGE	39	4				1	1
WEST CARROLL	1				1		
WEST FELICIANA	1						
WINN	7						
STATEWIDE (unduplicated)	801	86	10	5	23	19	33
Total Parishes with 0 Providers	4	39	59	58	54	50	48

Source: Prepared by legislative auditor’s staff using information self-reported by DentaQuest to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

MCNA							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
ACADIA	25						
ALLEN	8	2					
ASCENSION	146	11		1		6	1
ASSUMPTION							
AVOUELLES	12	1					
BEAUREGARD	11						
BIENVILLE	8						
BOSSIER	30	10					10
CADDO	78	12					12
CALCASIEU	50	6				1	
CALDWELL	3						
CAMERON							
CATAHOULA	2						
CLAIBORNE	11						
CONCORDIA	9						
DESOTO	3						
EAST BATON ROUGE	224	23	1	1	1	7	6
EAST CARROLL	1						
EAST FELICIANA	5						
EVANGELINE	11					1	
FRANKLIN	2						
GRANT	7						
IBERIA	13	5				1	2
IBERVILLE	8						
JACKSON							
JEFFERSON	247	17		1	1	8	6
JEFFERSON DAVIS	5					1	
LAFAYETTE	88	16				2	5
LAFOURCHE	120	3	1	1		5	1
LASALLE	2						
LINCOLN	17	5				2	1
LIVINGSTON	167	9		1		5	1
MADISON	3						
MOREHOUSE	4					2	
NATCHITOCHE	4	6					3
ORLEANS	222	19	2	3		9	8
OUACHITA	74	5				2	9

MCNA							
Parish	PRIMARY CARE PROVIDERS		SPECIALISTS				
	General Dentist	Pediatric Dentist	Endodontist	Periodontist	Prosthodontist	Orthodontist	Oral and Maxillofacial Surgeon
PLAQUEMINES	1						
POINTE COUPEE	2						
RAPIDES	18	9	3				6
RED RIVER	3						
RICHLAND	7						
SABINE	5						
SAINT BERNARD	135	1		1		4	1
SAINT CHARLES	134	3		1		5	1
SAINT HELENA	1						
SAINT JAMES	5						
SAINT LANDRY	15						2
SAINT MARTIN	7						
SAINT MARY	9						
SAINT TAMMANY	186	11		1		7	3
SAINT JOHN THE BAPTIST	133			1		5	1
TANGIPAHOA	188	3	1	2		5	2
TENSAS	1						
TERREBONNE	114	4		1		4	2
UNION	9						
VERMILION	12	1					
VERNON	5						
WASHINGTON	139			1		4	1
WEBSTER	15	5					
WEST BATON ROUGE	80	2				2	
WEST CARROLL	2						
WEST FELICIANA	1						
WINN	6						
STATEWIDE (unduplicated)	774	90	8	3	2	25	42
Total Parishes with 0 providers	3	39	59	51	62	42	42
Source: Prepared by legislative auditor’s staff using information self-reported by MCNA to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.							

APPENDIX B: COMPLIANCE WITH DISTANCE REQUIREMENTS BY PLAN AND PARISH

The following are distance requirements by type of dentist listed in the contracts:

- One-way distance from the member’s place of residence to primary dental services, which includes general dentists and pediatric dentists, shall not exceed 10 miles for urban areas and 30 miles for rural areas.
- One-way distance from the member’s place of residence to specialty dental services, which includes endodontists, oral and maxillofacial surgeons, orthodontists, periodontists, and prosthodontists, shall not exceed 60 miles for at least 75% of members and 90 miles for 100% of enrollees.

DENTAQUEST*													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles
ACADIA	15,071		100.00%	100.00%	100.00%	64.36%	100.00%	100.00%	100.00%	79.12%	100.00%	84.86%	100.00%
ALLEN	3,556		100.00%	100.00%	100.00%	94.00%	100.00%	82.85%	100.00%	100.00%	100.00%	80.78%	100.00%
ASCENSION	17,991	99.99%		100.00%	100.00%	96.00%	100.00%	86.25%	100.00%	85.70%	100.00%	72.96%	100.00%
ASSUMPTION	3,106		100.00%	100.00%	100.00%	100.00%	100.00%	49.13%	100.00%	85.66%	100.00%	83.55%	100.00%
AVOYELLES	11,307		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	72.24%	100.00%	83.65%	100.00%
BEAUREGARD	4,657		100.00%	100.00%	100.00%	100.00%	100.00%	95.18%	100.00%	80.45%	100.00%	83.55%	100.00%
BIENVILLE	3,777		100.00%	100.00%	100.00%	58.45%	100.00%	90.02%	100.00%	86.78%	100.00%	83.55%	100.00%
BOSSIER	23,360	100.00%		100.00%	100.00%	100.00%	100.00%	49.82%	100.00%	74.49%	100.00%	90.70%	100.00%
CADDO	62,807	99.50%		100.00%	100.00%	100.00%	100.00%	82.13%	100.00%	85.76%	100.00%	82.55%	100.00%
CALCASIEU	31,633	98.86%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	39.15%	65.16%	90.21%	100.00%
CALDWELL	1,481		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	68.58%	85.60%	100.00%	100.00%
CAMERON	276	100.00%		23.51%	44.57%	100.00%	100.00%	100.00%	100.00%	68.18%	87.10%	90.39%	100.00%
CATAHOULA	1,359		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.78%	100.00%	90.29%	100.00%
CLAIBORNE	4,065		100.00%	0.00%	97.21%	58.41%	100.00%	100.00%	100.00%	86.94%	100.00%	100.00%	100.00%
CONCORDIA	4,603		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	87.58%	100.00%	60.50%	100.00%

DENTAQUEST*													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles
DESOTO	2,760	100.00%		38.07%	100.00%	100.00%	100.00%	100.00%	100.00%	46.86%	97.56%	100.00%	100.00%
EAST BATON ROUGE	88,969	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.78%	100.00%	100.00%	100.00%
EAST CARROLL	2,527		100.00%	0.00%	100.00%	100.00%	100.00%	82.53%	100.00%	0.00%	83.03%	42.36%	61.11%
EAST FELICIANA	4,668	100.00%		100.00%	100.00%	57.34%	100.00%	88.92%	100.00%	0.00%	99.32%	100.00%	100.00%
EVANGELINE	8,255		100.00%	100.00%	100.00%	54.67%	100.00%	100.00%	100.00%	0.00%	100.00%	100.00%	100.00%
FRANKLIN	5,015		100.00%	69.93%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	75.85%	100.00%
GRANT	4,510	100.00%		100.00%	100.00%	58.56%	100.00%	55.87%	100.00%	85.85%	100.00%	82.19%	100.00%
IBERIA	17,859		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	41.58%	85.73%	100.00%	100.00%
IBERVILLE	7,471	100.00%		100.00%	100.00%	100.00%	100.00%	102.23%	100.00%	83.60%	83.60%	43.08%	62.16%
JACKSON	2,845		100.00%	100.00%	100.00%	100.00%	100.00%	87.53%	100.00%	44.90%	100.00%	93.04%	100.00%
JEFFERSON	91,684	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.49%	93.82%	100.00%	100.00%
JEFFERSON DAVIS	4,955		100.00%	100.00%	100.00%	100.00%	100.00%	82.28%	100.00%	41.08%	59.78%	88.86%	100.00%
LAFAYETTE	47,247	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	73.86%	95.49%	90.18%	100.00%
LAFOURCHE	15,470	100.00%		100.00%	100.00%	100.00%	100.00%	48.88%	100.00%	73.36%	97.97%	90.31%	100.00%
LASALLE	1,524		100.00%	22.32%	100.00%	100.00%	100.00%	100.00%	100.00%	47.01%	100.00%	75.88%	100.00%
LINCOLN	10,399		100.00%	100.00%	100.00%	100.00%	100.00%	87.53%	100.00%	87.50%	100.00%	75.53%	100.00%
LIVINGSTON	26,330	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.83%	100.00%	82.85%	100.00%
MADISON	4,123		100.00%	0.00%	100.00%	98.30%	100.00%	85.13%	100.00%	87.23%	100.00%	88.99%	100.00%
MOREHOUSE	2,284		100.00%	41.65%	100.00%	100.00%	100.00%	52.47%	100.00%	73.15%	100.00%	49.55%	71.49%
NATCHITOCHES	7,966		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	87.54%	100.00%	88.98%	100.00%
ORLEANS	89,127	100.00%		100.00%	100.00%	57.06%	100.00%	48.80%	100.00%	41.37%	100.00%	100.00%	100.00%
OUACHITA	34,747	99.81%		100.00%	100.00%	100.00%	100.00%	89.06%	100.00%	85.86%	100.00%	89.32%	100.00%
PLAQUEMINES	4,559	69.30%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	98.80%	100.00%	48.76%	70.35%
POINTE COUPEE	4,391	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	20.50%	100.00%	100.00%	100.00%
RAPIDES	30,051	99.25%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	68.63%	100.00%	43.21%	62.35%
RED RIVER	2,262		100.00%	100.00%	100.00%	57.76%	100.00%	100.00%	100.00%	81.03%	100.00%	42.99%	62.02%
RICHLAND	5,356		100.00%	0.00%	90.04%	68.25%	100.00%	100.00%	100.00%	47.72%	100.00%	78.84%	100.00%
SABINE	4,255		100.00%	100.00%	100.00%	57.93%	100.00%	100.00%	100.00%	100.00%	100.00%	90.06%	100.00%
SAINT BERNARD	9,790	98.72%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.82%	100.00%	100.00%	100.00%
SAINT CHARLES	8,731	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	80.30%	100.00%	94.25%	100.00%

DENTAQUEST*													
		General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
Parish	Members	% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles	% within 60 miles	% within 90 miles
SAINT HELENA	1,827	100.00%		100.00%	100.00%	65.25%	100.00%	60.28%	100.00%	41.15%	100.00%	42.53%	61.35%
SAINT JAMES	4,381	100.00%		100.00%	100.00%	95.43%	100.00%	100.00%	100.00%	85.66%	100.00%	40.58%	58.55%
SAINT LANDRY	23,494		100.00%	100.00%	100.00%	100.00%	100.00%	82.04%	100.00%	47.74%	100.00%	90.04%	100.00%
SAINT MARTIN	12,180	100.00%		100.00%	100.00%	100.00%	100.00%	57.09%	100.00%	33.20%	100.00%	89.21%	100.00%
SAINT MARY	15,451		100.00%	100.00%	100.00%	100.00%	100.00%	53.53%	100.00%	85.62%	100.00%	88.35%	100.00%
SAINT TAMMANY	46,194	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.94%	100.00%	90.03%	100.00%
ST JOHN THE BAPTIST	12,366	100.00%		100.00%	100.00%	57.86%	100.00%	61.71%	100.00%	84.23%	100.00%	90.21%	100.00%
TANGIPAHOA	28,057		100.00%	100.00%	100.00%	100.00%	100.00%	53.53%	100.00%	100.00%	100.00%	89.29%	100.00%
TENSAS	1,234		100.00%	0.00%	100.00%	58.25%	100.00%	93.81%	100.00%	0.00%	100.00%	100.00%	100.00%
TERREBONNE	29,261	99.68%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	41.96%	100.00%	88.94%	100.00%
UNION	4,235	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	83.96%	100.00%	90.38%	100.00%
VERMILION	8,920		100.00%	31.98%	98.63%	100.00%	100.00%	100.00%	100.00%	75.97%	100.00%	43.52%	62.78%
VERNON	8,402		100.00%	51.55%	100.00%	100.00%	100.00%	35.90%	100.00%	85.72%	100.00%	43.44%	62.68%
WASHINGTON	12,515		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	40.94%	100.00%	83.70%	100.00%
WEBSTER	11,609		100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	91.34%	68.58%	100.00%	90.13%	100.00%
WEST BATON ROUGE	5,000	100.00%		100.00%	100.00%	100.00%	100.00%	52.45%	100.00%	79.90%	100.00%	100.00%	100.00%
WEST CARROLL	1,767		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.78%	100.00%	90.21%	100.00%
WEST FELICIANA	1,087	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	54.40%	100.00%	89.02%	100.00%
WINN	3,270		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.76%	100.00%	0.00%	62.54%
Number not met		8	0	14	4	13	0	14	1	29	12	13	11

* DentaQuest re-submitted a corrected report to LDH after LLA identified nine instances where the percent of members within 60 miles was greater than the percent of members within 90 miles, which should not occur. However, an issue with Iberville Parish having greater than 100% of its members within 60 miles was not corrected in the updated report.

Source: Prepared by legislative auditor's staff using information self-reported by DentaQuest to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

MCNA													
Parish	Members	General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
		% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles
ACADIA	14,513		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	0.00%	98.33%
ALLEN	5,724		99.97%	65.30%	99.97%	99.97%	99.97%	99.97%	99.97%	0.00%	0.00%	0.00%	0.00%
ASCENSION	19,846	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
ASSUMPTION	4,408		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
AVOYELLES	8,508		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	7.76%	100.00%	0.00%	97.61%
BEAUREGARD	9,656		100.00%	69.26%	100.00%	69.26%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
BIENVILLE	2,886		100.00%	0.00%	70.58%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
BOSSIER	17,708	88.01%		0.00%	0.00%	100.00%	100.00%	58.43%	100.00%	0.00%	0.00%	0.00%	0.00%
CADDO	45,659	99.07%		0.00%	0.00%	100.00%	100.00%	3.58%	100.00%	0.00%	0.00%	0.00%	0.00%
CALCASIEU	46,030	94.16%		0.00%	89.11%	5.08%	94.46%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
CALDWELL	3,492		99.89%	41.78%	99.89%	99.89%	99.89%	99.89%	99.89%	0.00%	0.00%	0.00%	0.00%
CAMERON	548	0.00%		0.00%	0.00%	1.09%	57.30%	99.82%	99.82%	0.00%	0.00%	0.00%	0.00%
CATAHOULA	3,432		100.00%	87.91%	100.00%	100.00%	100.00%	21.59%	100.00%	0.00%	78.03%	0.00%	0.06%
CLAIBORNE	1,876		100.00%	0.00%	0.00%	99.89%	100.00%	99.89%	100.00%	0.00%	0.00%	0.00%	0.00%
CONCORDIA	5,496		100.00%	65.03%	100.00%	99.82%	100.00%	5.55%	100.00%	0.00%	90.88%	0.00%	31.73%
DESOTO	8,357	80.85%		0.00%	51.65%	100.00%	100.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%
EAST BATON ROUGE	82,110	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
EAST CARROLL	1,517		100.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
EAST FELICIANA	3,075	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
EVANGELINE	7,842		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	0.00%	89.71%
FRANKLIN	6,128		99.76%	0.00%	99.76%	99.76%	99.76%	99.76%	99.76%	0.00%	0.02%	0.00%	0.02%
GRANT	3,984	59.74%		99.92%	99.92%	99.92%	99.92%	37.05%	99.92%	0.00%	0.00%	0.00%	0.00%
IBERIA	17,748		100.00%	99.98%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	99.98%	100.00%
IBERVILLE	6,502	96.99%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
JACKSON	2,843		98.77%	0.00%	99.26%	98.98%	99.58%	99.58%	99.58%	0.00%	0.81%	0.00%	0.00%
JEFFERSON	82,001	99.66%		99.90%	99.90%	99.90%	99.90%	99.96%	99.97%	99.90%	99.90%	99.90%	99.90%
JEFFERSON DAVIS	8,114		99.96%	7.52%	100.00%	100.00%	100.00%	100.00%	100.00%	0.04%	0.04%	0.00%	0.00%
LAFAYETTE	41,608	100.00%		35.56%	100.00%	100.00%	100.00%	100.00%	100.00%	93.76%	100.00%	26.88%	100.00%
LAFOURCHE	17,282	95.54%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
LASALLE	4,217		99.98%	99.98%	99.98%	99.98%	99.98%	87.03%	99.98%	0.00%	0.00%	0.00%	0.00%

MCNA													
Parish	Members	General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
		% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles
LINCOLN	6,571		99.82%	0.00%	91.49%	99.89%	99.94%	99.89%	99.95%	0.08%	0.12%	0.00%	0.12%
LIVINGSTON	25,030	97.71%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
MADISON	2,168		99.26%	0.00%	0.00%	96.03%	99.26%	96.03%	99.26%	0.00%	0.00%	0.00%	0.00%
MOREHOUSE	11,672		100.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
NATCHITOCHE	8,750		100.00%	97.70%	100.00%	100.00%	100.00%	84.61%	100.00%	0.00%	0.00%	0.00%	0.00%
ORLEANS	81,443	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
OUACHITA	39,423	98.23%		0.00%	74.22%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
PLAQUEMINES	3,415	72.80%		98.42%	100.00%	98.42%	100.00%	98.42%	100.00%	98.42%	100.00%	80.64%	100.00%
POINTE COUPEE	4,024	99.43%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
RAPIDES	28,261	79.88%		100.00%	100.00%	100.00%	100.00%	99.58%	100.00%	0.00%	2.69%	0.00%	0.87%
RED RIVER	1,941		100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
RICHLAND	5,483		99.93%	0.00%	72.52%	99.93%	99.93%	99.93%	99.93%	0.00%	0.00%	0.00%	0.00%
SABINE	5,787		100.00%	49.09%	100.00%	100.00%	100.00%	0.00%	99.97%	0.00%	0.00%	0.00%	0.00%
SAINTE BERNARD	12,507	87.89%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINTE CHARLES	7,471	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINTE HELENA	1,775	86.42%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINTE JAMES	3,874	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINTE LANDRY	24,511		100.00%	92.80%	100.00%	100.00%	100.00%	100.00%	100.00%	77.47%	100.00%	17.18%	100.00%
SAINTE MARTIN	9,561	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
SAINTE MARY	9,668		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	71.60%	100.00%
SAINTE TAMMANY	34,388	99.76%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
ST JOHN THE BAPTIST	8,343	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TANGIPAHOA	38,274		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TENSAS	1,050		100.00%	0.00%	69.52%	70.00%	100.00%	70.00%	100.00%	0.00%	0.00%	0.00%	0.00%
TERREBONNE	19,868	90.47%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
UNION	6,195	78.13%		0.00%	0.00%	99.98%	99.98%	99.98%	99.98%	0.00%	0.00%	0.00%	0.00%
VERMILION	14,987		100.00%	0.00%	79.96%	100.00%	100.00%	100.00%	100.00%	3.72%	74.74%	0.00%	74.71%
VERNON	7,524		99.99%	97.81%	99.99%	97.81%	99.99%	22.74%	99.99%	0.00%	0.00%	0.00%	0.00%
WASHINGTON	11,614		99.81%	99.81%	99.81%	99.81%	99.84%	99.81%	99.84%	99.81%	99.81%	46.91%	99.81%

MCNA													
Parish	Members	General and Pediatric Dentist		Endodontist		Oral and Maxillofacial Surgeon		Orthodontist		Periodontist		Prosthodontist	
		% of Members in Urban Parishes Residing w/in 10 Miles	% of Members in Rural Parishes Residing w/in 30 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles	% within 60 Miles	% within 90 Miles
WEBSTER	6,603		99.98%	0.00%	0.05%	99.98%	99.98%	99.98%	99.98%	0.00%	0.00%	0.00%	0.00%
WEST BATON ROUGE	5,160	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
WEST CARROLL	3,538		100.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
WEST FELICIANA	2,188	98.13%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
WINN	2,523		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
Number Not Met		20	12	29	27	4	16	9	16	37	36	41	39

Source: Prepared by legislative auditor's staff using information self-reported by MCNA to LDH on quarterly network adequacy reports. We relied on reports submitted by the DBPMs and did not independently verify the underlying data.

APPENDIX C: CLAIMS PAID AND DENIED* BY DBPM BY PROVIDER SPECIALTY

Provider Specialty	DentaQuest				MCNA			
	Denied	Paid	Total	% Denied	Denied	Paid	Total	% Denied
General Dentist	309,815	1,892,176	2,201,991	14.1%	169,577	2,317,451	2,487,028	6.8%
Pediatric Dentistry	63,993	857,175	921,168	6.9%	41,053	605,408	646,461	6.4%
Oral and Maxillofacial Surgeon	7,727	36,835	44,562	17.3%	4,454	30,900	35,354	12.6%
Issue/Blank**	20,769	0	20,769	100.0%	2,321	0	2,321	100.0%
Endodontist	835	8,009	8,844	9.4%	152	2,804	2,956	5.1%
Federally Qualified Health Center and Rural Health Center	7,154	2,718	9,872	72.5%	157	535	692	22.7%
Prescriber Only	86	7,370	7,456	1.2%	78	412	490	15.9%
Orthodontist	178	192	370	48.1%	108	322	430	25.1%
American Indian/Native Alaskan	388	113	501	77.4%	42	242	284	14.8%
Periodontist	256	131	387	66.1%	37	92	129	28.7%
Psychiatrist/Neurologist	9	6	15	60.0%	0	58	58	0.0%
Total	411,210	2,804,725	3,215,935	12.8%	217,979	2,958,224	3,176,203	6.9%

* Represents the final payment status as of June 2023 and does not account for claims submitted and denied multiple times. Each claim is accounted for one time in this exhibit.

** This means the provider type was not defined in the data. All of these instances were for denied claims.

Source: Prepared by legislative auditor's staff using Medicaid data from LDH.

Agenda Item #17

Review and approval of an agreement between the Louisiana Department of Health, office for citizens with developmental disabilities; CommCare Corporation; and St. Andrew's Village, Inc., in accordance with the provisions of R.S. 39:366.11

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

November 14, 2023

Stephen Russo, J.D.
LDH Secretary
Louisiana Department of Health
628 N. 4th Street
Baton Rouge, LA 70802

Re: Louisiana Department of Health – Cooperative Endeavor Agreement
Intermediate Care Facilities for Individuals with Intellectual Disabilities
St. Andrew's Village, Inc. and CommCare Corporation

Secretary Russo:

The Louisiana Department of Health's (LDH) proposed Cooperative Endeavor Agreement (CEA) with St. Andrew's Village, Inc. and CommCare Corporation, regarding two 8-bed intermediate care facilities for individuals with intellectual disabilities (ICF/IDDs), was recently submitted to my office for review. LDH has determined these services can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities. The CEA appears to result in LDH allowing St. Andrew's Village to utilize sixteen (16) facility need review approvals for two separate 8-bed ICF/IIDs once such facilities are constructed, licensed and certified for enrollment into the Louisiana Medicaid Program. The utilization of the facility need review approvals will allow St. Andrew's Village to submit claims to the Louisiana Medicaid Program for services provided to eligible Medicaid recipients. The CEA may result in a non-public party generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource (the facility need review approvals).

Pursuant to La. R.S. 39:366.11, I have determined that the parties to the agreement are sufficiently far enough along in negotiations that the essential elements of the proposed agreement have been worked out by the parties and can be explained to the Joint Legislative Committee on the Budget (JLCB). As such, LDH is authorized to proceed with sending the proposed CEA to JLCB.


Please ensure that the following information is included in your submission to JLCB:

- 1) The public purpose sought to be accomplished by the cooperative endeavor;
- 2) The reason a cooperative endeavor with the non-public person is the preferred means by which to accomplish the public purpose as opposed to competitively bid or competitively negotiated contract; and
- 3) The nature and amount of all state resources being obligated, the nature of the obligation, and the expected duration of the obligation.

Please note that this letter does not constitute approval of this project, as it does not appear that such approval is by me is required.

Thank you for your assistance.

Sincerely,



Jay Dardenne
Commissioner of Administration



State of Louisiana
Louisiana Department of Health
Office of the Secretary

November 14, 2023

Honorable Jerome Zeringue
Louisiana House of Representatives
Chairman, Joint Legislative Committee on the Budget
900 North 3rd Street
Baton Rouge, LA 70804

RE: Cooperative Endeavor Agreement
Louisiana Department of Health -
St. Andrew's Village, Inc., and CommCare Corporation

Dear Chairman Zeringue:

This letter will confirm that the Louisiana Department of Health (LDH or Department) previously forwarded a copy of the above referenced Cooperative Endeavor Agreement (CEA) to the Joint Legislative Committee on the Budget (JLCB) on November 3, 2023, requesting that this CEA be placed on the November agenda for JLCB. Additionally, a summary memorandum of the CEA has been provided to JLCB staff.

Pursuant to RS 39:366.11(A)(1)(b), the Department respectfully submits that the timeline set forth in RS 39:366.11(A)(1)(a)(i) for JLCB's consideration of the CEA cannot be satisfied, but due to exigencies involving the project that is the subject of the CEA, which exigencies are discussed below, the Department re-urges its request that this CEA be included on the agenda for JLCB of November 17, 2023.

Because this matter involves a change of ownership from Notre Dame Health Systems ("NDHS") to CommCare Corporation, the Legislature's Interim Emergency Board ("IEB") must approve the modification to the legislative appropriation previously designated to NDHS. The IEB will not move forward with such approval until JLCB has reviewed this CEA which addresses the change of ownership (which ownership change amends the scope of work relative to the appropriation). The IEB must meet, vote on the proposal, and then send ballots to all legislators for approval, which requires a majority of members

to return their ballots timely. Without the ballot approval, the changes to the appropriation are deemed to be denied. With less than 60 days before the end of the current legislative term, it is urgent that JLCB review the modifications so that the IEB process can commence.

A copy of the proposed CEA has previously been submitted to JLCB, along with a Memorandum summarizing the CEA and incorporating the information required by La. R.S. 39:366.11(A)(2). A copy of the Memorandum is attached to this correspondence for your convenience.

Thank you for your assistance in this matter.

Sincerely,



Stephen R. Russo, JD
Secretary

Attachment

cc: Commissioner Jay Dardenne, Division of Administration

To: Joint Legislative Committee on the Budget (JLCB)

Date: November 13, 2023

RE: Louisiana Department of Health – Cooperative Endeavor Agreement with St. Andrews Village, Inc. and CommCare Corporation

The Louisiana Department of Health (LDH), Office for Citizens with Developmental Disabilities (OCDD) has worked diligently with St. Andrews Village, Inc. and CommCare Corporation to provide additional community living opportunities in Jefferson Parish for individuals with intellectual or developmental disabilities who have complex needs and who require substantial to total care.

Public Purpose:

This proposed Cooperative Endeavor Agreement (CEA) would be entered into for the public purpose to provide privately owned community ICF/IID (intermediate care facilities for individuals with intellectual disabilities) living opportunities to clients that might otherwise be served by state-operated ICF/IIDs or Supports and Services Centers. (See Sections 1.3, 1.4, and 1.12 of the CEA)

Serving individuals with intellectual or developmental disabilities in community-based residential living options is consistent with OCDD's Strategic Plan and nationally recognized best practices; further, services can be provided more cost-effectively through such community-based residential living options, rather than in large state-run facilities. (See Sections 1.3 and 1.4 of the CEA)

Importantly, St. Andrew's Village will serve individuals who have all levels of intellectual and developmental disabilities, including those who have complex needs and who require substantial to total care of activities of daily living, mobility, behavior management, and supportive and therapeutic positioning. St. Andrew's Village will provide opportunities for community integration and community inclusion. (See Section 3.2 of the CEA)

Nature/Amount of State Resources/Assets, Nature of Obligation, and Duration:

CommCare Corporation intends to construct two new 8-bed ICF/IID facilities and lease such facilities to St. Andrew's Village. The facilities will be constructed on vacant property that is adjacent to a skilled nursing facility currently owned and operated by CommCare. St. Andrew's Village will have these facilities licensed, certified, and enrolled in the Louisiana Medicaid Program as ICF/IID facilities. Once that occurs, LDH/OCDD will authorize St. Andrew's Village to serve up to sixteen people in these two separate 8-bed ICF/IIDs through the use of existing state ICF/IID facility need review approvals. These facility need review approvals will allow St. Andrew's Village to submit claims and receive reimbursement from the Louisiana Medicaid Program for services provided to Medicaid-eligible recipients in these two facilities. St. Andrew's Village will serve those individuals

who have complex needs and who require substantial to total care. The ownership of the facility need review approvals will be retained by LDH/OCDD. This CEA provides for ongoing oversight, data collection and technical assistance by LDH/OCDD for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. (See Sections 1.8, 2.1, 3.1, 3.2, 3.3, and 4.1 of the CEA.)

The initial term of the CEA is intended to be from November 2023 through October 2030, given the need to construct the two facilities. Renewals or subsequent extensions of the CEA are contemplated. While the CEA would be effective upon signatures, the utilization of the facility need review approvals would not be implemented until the facilities are licensed, certified, and enrolled in Medicaid. (See Sections 1.11, 12.1 of the CEA)

Other than a certified provider submitting claims to the Louisiana Medicaid Program for services to eligible Medicaid recipients, there will be no payments under this CEA. (See Sections 5.1, 5.2, 5.3 of the CEA)

Reason that CEA is preferred means to accomplish the public purpose:

Opportunities for new ICF/IID facilities that will serve individuals with complex needs (as described above) are rare. LDH/OCDD has worked with St. Andrew's Village and its partners for several years to achieve this opportunity for community-based living options for individuals with intellectual or disabilities who have complex needs and who require substantial to total care as described in the CEA. There is precedent set for utilizing CEAs for the public purpose of utilizing facility need review beds when there is an established need in the community. LDH has CEAs in place with nine providers across the state to operate ICF/IID facilities that support approximately 350 people. (See Sections 1.5, 1.6, 1.7, and 3.2 of the CEA)

Other Information:

The Commissioner of Administration has reviewed the CEA parameters and determined that the parties are sufficiently far enough along in negotiations such that the essential elements of the proposed agreement have been worked out by the parties and can be submitted to JLCB pursuant to La. R.S. 39:366.11.

The CEA (draft provided to JLCB) sets forth the roles and responsibilities of the parties.

Prior to execution of this CEA, LDH will ensure that at least one non-public party to the CEA is required to prepare and submit the annual reports to the Commissioner of Administration as required by La. R.S. 39:366.11, for the Commissioner's future use in reporting to JLCB annually.

COOPERATIVE ENDEAVOR AGREEMENT
STATE OF LOUISIANA
DEPARTMENT OF HEALTH
OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

ST. ANDREW’S VILLAGE, INC.

and

COMMCARE CORPORATION

THIS COOPERATIVE ENDEAVOR AGREEMENT, hereinafter referred to as “Agreement” or “CEA”, is made and entered into this ____ day of November 2023, between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as “OCDD,” “Agency,” “Department” or “State”, acting through the undersigned official, **CommCare Corporation**, a Louisiana nonprofit corporation, hereinafter referred to as “CommCare” and **St. Andrew’s Village, Inc.**, a Louisiana nonprofit corporation, hereinafter referred to as “Provider”, acting through the undersigned officials, for the goods and/or services detailed herein. Hereinafter, CommCare and Provider shall be collectively referred to as the “Contracting Parties”; and the **Department, Provider and CommCare**, shall be collectively referred to as the “Parties”, or individually as “Party”.

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

1.2 WHEREAS, the Agency desires to cooperate with the Contracting Parties in the implementation of the project as hereinafter provided;

1.3 WHEREAS, the Agency has the authority to enter into this Agreement to provide for services to persons with intellectual and developmental disabilities. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD’s Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to clients that might otherwise be served by state-operated ICF/IIDs and/or Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.5 WHEREAS, by letter dated August 8, 2019, the Louisiana Department of Health issued a “Letter of Intent for Future Cooperative Endeavor Agreement Regarding Medicaid Facility Need Review Approvals for ICF/DDs” to Chateau De Notre Dame, Inc., predecessor-by-name-change to Notre Dame Health System, d/b/a Wynhoven Community Care Center (“Notre Dame”); said letter of intent contemplated that a future Cooperative Endeavor Agreement would be entered into by the Department for the use of sixteen (16) of the Department’s Medicaid Facility Need Review Approvals for two private 8-bed licensed and Medicaid-certified intermediate care facilities for people with development disabilities (also known as intermediate care facilities for individuals with intellectual disabilities) to be constructed by Notre Dame at the extended campus of Wynhoven Community Care Center. The project was to provide an adult community for individuals with developmental disabilities at all severity levels and was to be known as St. Andrew’s Village.

1.6 WHEREAS, CommCare has now acquired the property from Notre Dame and its affiliate and intends to (a) construct the two 8-bed facilities (the “Facilities”) and (b) lease such Facilities to Provider, which will apply to have such Facilities licensed and Medicaid-certified as ICF/IIDs, at the same location

in Jefferson Parish, Louisiana.

1.7 WHEREAS, the Department believes that the project originally started by Notre Dame and intended to be continued by the Contracting Parties, provides community living opportunities for individuals with intellectual or development disabilities;

1.8 WHEREAS, this Agreement is intended that OCDD will authorize Provider to serve up to sixteen (16) people with intellectual and developmental disabilities in two separate eight-bed licensed Intermediate Care Facilities for the Developmentally Disabled listed below, through the use of existing state ICF/IID facility need review approvals; this will enable Provider to receive reimbursement from the Louisiana Medicaid Program, for sixteen (16) Medicaid eligible clients; the ownership of the sixteen (16) ICF/IID facility need review approvals will be retained by the Department throughout the entire term of this Agreement. Provider, as a Contracting Party, would be granted the sole right to utilize the sixteen (16) ICF/IID facility need review approvals to receive Medicaid reimbursement for providing ICF/IID services to sixteen (16) Medicaid eligible clients. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by the Department for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period.

1.9 WHEREAS, the Facilities subject to this Agreement are to be located at the following address:

- (a) St. Andrew's Village at Wynhoven Home - A
1501-A Medical Center Blvd., Marrero, Louisiana 70072
- (b) St. Andrew's Village at Wynhoven Home – B
1501-B Medical Center Blvd., Marrero, Louisiana 70072

1.10 WHEREAS, the Department understands that Provider may enter into a contract for services with a third party entity to run the day-to-day operations of the two licensed and Medicaid-certified ICF/IID Facilities; such management agreement would be subject to approval by the Department/OCDD.

1.11 WHEREAS, this Agreement is to be effective as of November 1, 2023; however, the Agreement will not be implemented, and thus the transfer of the use of the sixteen (16) Facility Need Review Approvals for the licensed and Medicaid-certified ICF/IIDs will not be implemented, until such time that the two 8-bed ICF/IID Facilities are licensed, certified, and enrolled in the Louisiana Medicaid Program.

1.12 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Parties and, therefore the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE II

GUIDING PRINCIPLES

2.1 This Cooperative Endeavor Agreement, for the operation of a private ICF/IID in Jefferson Parish, Louisiana, shall be consistent with the following principles:

- a. Quality, safety, and stability will not be sacrificed to achieve efficiencies in cost.
- b. The Provider agrees to (i) allow meaningful family membership on the governing board or advisory committee of the Facilities, or (ii) will otherwise provide families with direct access to communicate with the governing board or advisory committee.
- c. OCDD will retain ownership of the facility need review approvals and will provide oversight of admissions and discharges.
- d. OCDD will provide oversight of the quality and outcomes for the term of the CEA. The Provider will develop and implement internal quality measures; OCDD will access and provide feedback regarding the outcomes of the Provider's internal quality measures. This may include OCDD expertise conducting a review of the provider's program, including, but not limited to, health care and clinical services.
- e. The Facilities will be operated at the current addresses listed in this Agreement and will not be relocated without prior written approval of the Department's Health Standards Section and Department/OCDD.

f. Individuals served by the Provider at either Facility listed in this Agreement will be provided opportunities to transition to more integrated community living settings of their choice.

ARTICLE III **SCOPE OF SERVICES; DELIVERABLES**

3.1 Responsibilities of the Parties: CommCare shall build these two separate facilities on extended campus of Wynthoven Community Care Center. Further, CommCare will lease the Facilities to Provider, and Provider will license the Facilities as separate eight-bed ICF/IID facilities. It is the sole responsibility of the Provider to apply for and obtain the ICF/IDD licenses for the Facilities from the Department. Further, Provider shall be solely responsible for obtaining Medicaid certification for these two separate ICF/IID facilities and enrolling with the Louisiana Medicaid Program. Once the Facilities are licensed, certified and enrolled, Provider will utilize the sixteen (16) facility need review approvals to seek Medicaid reimbursement from the Louisiana Medicaid Program for ICF/IID services provided to Medicaid eligible recipients. Further, Provider will operate such Facilities according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The two separate 8-bed ICF/IID Facilities listed in this Agreement will serve individuals who have intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approvals for the sixteen Medicaid eligible recipients will be utilized for the beds in the Facilities listed in this Agreement and will be assigned to the Provider for the term of the Agreement. The Medicaid FNR approvals for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approvals will automatically revert to the Department upon expiration or earlier termination of the Agreement for any reason. The Provider must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID.

The Provider will be responsible for: paying fees and securing any needed licenses from the Department Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in Department Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

3.2 Deliverables: The Provider shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Provider fails to meet any Department Health Standards Section licensing rules or federal certification requirements, the Provider will be put on notice that failure to immediately conform to said rules, regulations, and requirements may result in consideration for ending the Agreement;
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Provider must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement;
- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with Department Health Standards Section requirements;
- Submit to the Department documentation of timely filed Medicaid cost reports;
- Serve individuals who have all levels of intellectual and developmental disabilities, including those who have complex needs and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning, behavior management, and community integration. The support needs of the sixteen (16) individuals may include, but not be limited to, gastrostomy tubes, ostomies, medication administration, insulin injections, oxygen therapy, and dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs, walkers, and gait belts, and up to total assistance with activities of daily living;

- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with intellectual or developmental disabilities who utilize these beds for the term of the Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex support needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to sixteen (16) individuals in the ICF/IID Facilities listed in this Agreement, and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets state and federal requirements, prior to commencing services under this CEA. Additionally, the Provider shall provide training program documentation periodically upon request of the Department throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Provider shall provide such documentation periodically upon request of the Department throughout the term of this CEA;
- Continue to meet the criteria established in Attachment D “Procedures for Admission, Discharge & Monitoring” for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual Department Health Standards Section surveys and licensing reviews for these facilities (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by Department;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Provider’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference. The quarterly Progress Reports shall be provided to OCDD within thirty (30) days of the end of the quarter;
- Be properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet state and federal requirements;
- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to state and federal requirements for private ICFs/IIDs.

3.3 Performance Measures:

The Provider will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which are attached hereto and made a part hereof by reference, that details for each month, quarter, and annually the Provider’s resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the quality of service delivery and adherence to each resident’s Individualized Service Plan at the Facilities; (2) the Provider’s response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

3.4 Certification Statement(s): Disclosure and Certification Statement (Attachment C), is attached hereto and made a part hereof by reference, to this Agreement, which must be fully completed, dated, and executed by a duly authorized representative of the Provider. Additionally, a copy of the

signature authorizations signing on behalf of each of the Parties is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless the Contracting Parties submit to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Parties shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof. Such quarterly reports are due to the Agency within thirty (30) days of the end of the quarter.

3.5 The State/Agency shall monitor the Contracting Parties' performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article IV, Contract Monitoring.

ARTICLE IV **CONTRACT MONITORING**

4.1 The Contract Monitor for this Agreement is Michael Kelly or designee as identified by the OCDD Assistant Secretary.

4.2 **Monitoring Plan:** During the term of this Agreement, the Contracting Parties, as appropriate, shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Parties' progress and results to ensure the Contracting Parties' compliance with Agreement requirements.

4.3 The Contract Monitor shall also review and analyze the Contracting Parties' respective written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the appropriate Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with the Contracting Parties on Agreement activity and, if necessary, make visits to the Facilities in order to review the progress and completion of the Contracting Parties' respective services, to ensure that performance goals are being achieved, and to verify information, as needed; and
4. Expenditures of, or reimbursements to, the Contract Monitor are not applicable to this Cooperative Endeavor Agreement.

4.4 Between required performance reporting dates, the Contracting Parties shall inform the Contract Monitor of any problems, delays, or adverse conditions which will materially affect either of the Contracting Party's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Parties' disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Parties and any assistance which may be needed to resolve the situation.

ARTICLE V **PAYMENT TERMS**

5.1 There are no payments or exchange of funds between the Department and the Contracting Parties as part of the Cooperative Endeavor Agreement. The Facilities will enroll in Medicaid and shall remit claims for payment through the Department's Medicaid Program as a private ICF/IID. The rate approved by the Department's Medicaid office will be the private ICF/IID rate then in effect for the size and composition of the Facilities. There will be no reimbursement for travel expenses or for any other expenditures whatsoever occurring between the Department and the Contracting Parties as part of this Agreement.

5.2 Travel expenses, if any, shall not be reimbursed.

5.3 Disbursements and other overhead expenses and/or expenditures or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Parties as part of this Agreement.

5.4 **Taxes:** There are no payments or exchange of funds between the Department and the Contracting

Parties, therefore tax payments do not apply.

5.4.1 In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that Contracting Parties are current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Louisiana Department of Revenue prior to the approval of this Agreement by the Office of State Procurement. Contracting Parties hereby attest to their respective current and/or prospective compliance, and agree to provide their respective seven-digit LDR Account Numbers to the Department so that each Contracting Party's tax payment compliance status may be verified. Contracting Parties further acknowledge understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Agreement by the Office of State Procurement. The Department reserves the right to withdraw its consent to this Agreement without penalty and proceed with alternate arrangements should Contracting Parties fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.

5.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Parties in performance of this Agreement shall be reimbursed or paid by the State and/or Department unless agreed upon in writing by the Parties.

ARTICLE VI **TERMINATION FOR CAUSE**

6.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Parties to comply with the terms and/or conditions of the Agreement, provided that the State shall give the Contracting Parties written notice specifying the Contracting Parties failure. If within thirty (30) days after receipt of such notice, the Contracting Parties shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Parties in default and this Agreement shall terminate on the date specified in such notice. The Contracting Parties may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents' complex support needs in the period between notice of termination and the termination date of this Agreement. The Facilities shall properly discharge and transition clients and shall collaborate with LDH/OCDD to transition individuals to appropriate placement options, in the event that this Agreement terminates. The Department will ensure continuity of services upon such termination.

6.2 The Contracting Parties may exercise any rights available to them under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contracting Parties shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VII **TERMINATION FOR CONVENIENCE**

7.1 The State may terminate this Agreement at any time by giving ninety (90) days' written notice to the Contracting Parties. The Contracting Parties may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that clients/residents have uninterrupted safe and adequate medical care supports that address all residents' complex support needs in the period between the notice of termination and the termination date of this Agreement. The Facilities shall properly discharge and transition clients and shall collaborate with LDH/OCDD to transition individuals to appropriate placement options, in the event that this Agreement terminates.

7.2 Provider may terminate this Agreement at any time by giving ninety (90) days written notice to OCDD. Provider may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate supports that address all residents' complex support needs in the period between the notice of termination and the termination date of this Agreement. Notwithstanding the foregoing, the Parties' respective obligations hereunder shall terminate upon termination of this Agreement for any reason, including under Articles VI or VII.

ARTICLE VIII **OWNERSHIP AND CONFIDENTIALITY**

8.1 All work product, including records, reports, documents and other material delivered or transmitted to each of the Contracting Parties by the State shall remain the property of the State, and shall be returned by the Contracting Parties to the State, at the respective Contracting Party's expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the respective Contracting Parties in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the respective Contracting Party to the State at the Contracting Party's expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

8.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require either of the Contracting Parties, as appropriate, to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within fifteen (15) days of receipt of written notice issued by the State and/or Agency.

8.3 The above-referenced work product shall be held confidential by the Contracting Parties and shall not be shared with any other entity without the express consent of the State and/or Agency.

8.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by either of the Contracting Parties under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Parties.

ARTICLE IX
NON-ASSIGNMENT

9.1 (a) Neither of the Contracting Parties shall assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State; provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent; notice of any such assignment shall be furnished promptly to the State.

(b) Further provided, to the extent CommCare's lenders require the Facilities to be owned by a special purpose entity that is an affiliate of CommCare, CommCare shall have the authority to transfer and convey its rights in the Facilities to such special purpose entity so long as such assignment shall not release CommCare from its obligations hereunder. In all cases, each transferee shall be subject to all of the terms hereof with respect to the Facilities. Notice of any such transfer or conveyance shall be furnished promptly to the State and Provider.

ARTICLE X
AUDITOR'S CLAUSE AND RECORD RETENTION

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contracting Parties which relate to this Agreement.

10.2 The Contracting Parties and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XII
TERM OF CONTRACT

12.1 This Agreement shall begin on **November 1, 2023**, and will end on **October 31, 2030**, unless sooner terminated earlier as provided for in Articles V and VI (the “Initial Term”). Beginning on the expiration date of the Initial Term and on each five year anniversary date thereafter, the term of this Agreement shall be extended or renewed for additional 5 year periods via execution of a new or renewal Agreement executed by the Parties, unless any Party provides written notice to the other Parties of its intent not to extend or renew; such notice shall be received by the other Parties to this Agreement not later than 120 days prior to the expiration of the Initial Term or such additional extension term.

This Agreement, and any extensions and renewals thereof, is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36 or subsequent gubernatorial Executive Order.

ARTICLE XIII **DISCRIMINATION CLAUSE**

13.1 The Contracting Parties hereby agree to abide by the requirements of the following, as applicable: Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.); the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. §4212); the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.); and Federal Executive Order 11246; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. The Contracting Parties agree not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by a Contracting Party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

ARTICLE XIV **INDEMNIFICATION; INSURANCE**

14.1 Contracting Party’s Insurance:

Provider shall not commence work under this Agreement until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. Provider shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, Provider shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days’ notice in advance to the Department and consented to by the Department in writing.

14.2 Minimum Scope and Limits of Insurance:

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

- **Workers’ Compensation:**
Workers’ Compensation insurance shall be in compliance with the Workers’ Compensation law of the State of Louisiana. Employers’ Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers’ compensation coverage only.
- **Commercial General Liability:**
Commercial General Liability insurance, including Personal Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$3,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability:**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury

and property damage liability for owned, hired and non-owned automobiles.

- **Professional Liability (Errors and Omissions) Coverage :**
Professional liability shall have a minimum limit of \$500,000 per occurrence. “Claims-made” coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The “claims-made” policy shall provide coverage for the duration of this Agreement and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an “extended reporting period” of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage:**
Should be provided for health care professionals providing services to residents.

14.3 Deductibles and Self-Insured Retentions:

Provider shall be responsible for all deductibles and self-insured retentions.

14.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (Provider or the insurer) or reduced in coverage or in limits except after 30 days’ written notice has been given to the Department and the Department has provided prior written approval of such reduction of coverage or limits. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Provider’s policy.
- b. The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- c. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

14.5 Acceptability of Insurers:

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Provider, as appropriate, shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Agreement.

14.6 Verification of Coverage:

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

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

Upon failure of Provider to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Department, may be suspended, discontinued or terminated. Failure of Provider to purchase and/or maintain any required insurance shall not relieve Provider from any liability or indemnification under the Agreement.

14.7 Workers’ Compensation Indemnity:

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

14.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties, severally and not solidarily, shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the respective Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Parties, severally and not solidarily, shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

The appropriate Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

14.9 Subcontractor Insurance:

Subject to Section 28.1, the Contracting Parties shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

14.10 Indemnification and Limitation of Liability:

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Agreement.

Each Contracting Party, as appropriate, shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 such Contracting Party, its agents, employees, partners or subcontractors in the performance of the Agreement without limitation; provided, however, that such Contracting Party shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting Party, retain such monies from amounts due either of Contracting Parties, as appropriate, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ARTICLE XV
PARTIAL INVALIDITY; SEVERABILITY

15.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVI
ENTIRE AGREEMENT; MODIFICATION

16.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVII
CONTROLLING LAW

17.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard

to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVIII
LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

18.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

18.2 Any claim or controversy arising out of this Agreement shall be resolved in accordance with the provisions of La. R.S. 39:1672.2-1672.4.

18.3 Other Remedies: If the Contracting Parties fail to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, cost and the like is asserted by or against the State, then, upon notice to the Contracting Parties, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contracting Parties and proceeding against any surety of the Contracting Parties.

ARTICLE XIX
FORCE MAJEURE

19.1 No Party to this Agreement shall be responsible to the other Parties hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the Party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

20.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

20.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and none of the Parties is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XXI
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

21.1 The State and/or Agency and each of the Contracting Parties expressly agree that each of the Contracting Parties is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to either of the Contracting Parties or to anyone employed by the Contracting Parties for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXII
**ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT
COMPENSATION COVERAGE**

22.1 The State and/or Agency and the Contracting Parties expressly declare and acknowledge that the Contracting Parties are independent contractors and, as such, are being engaged by the State and/or Agency under this Agreement as noted and defined in R.S. 23:1472(12) (E) and, therefore, it is expressly declared and understood between the Parties hereto, that for the purposes of unemployment compensation only:

- a. The Contracting Parties have been and will be free from any control or direction by the State and/or Agency over the performance of the services covered by this Agreement;
- b. The services to be rendered by the Contracting Parties are outside the normal course and scope of the State and/or Agency's usual business; and
- c. The Contracting Parties are customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Contracting Parties nor anyone employed or contracted by the Contracting Parties shall be considered an employee of the State and/or Agency for the purpose of unemployment compensation coverage.

ARTICLE XXIII
COVENANT AGAINST CONTINGENT FEES

23.1 Each of the Contracting Parties warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the respective Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the respective Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXIV
NO BOYCOTT OF ISRAEL

24.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, each of the Contracting Parties, or any of their respective Subcontractors, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if any Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXV
CYBERSECURITY TRAINING

25.1 Cybersecurity Training: In accordance with La. R.S. 42: 1267 (B)(3) and the State of Louisiana's Information Security Policy, if a Contracting Party, any of its employees, agents, or subcontractors will have access to State government information technology assets, such employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the applicable Contracting Party must present evidence of such compliance annually and upon request.

25.2 The Contracting Parties may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks.

Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

ARTICLE XXVI
OFFICE OF TECHNOLOGY SERVICES (OTS) INFORMATION SECURITY

26.1 Provider must comply with the Office of Technology Services (OTS) Information Security Policy, <https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

- a. Provider must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.
- b. Provider must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the Agreement and at the end of the Agreement, for all equipment which house confidential/restricted data provided by the State.
- c. Provider must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
- d. If Provider will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0.

The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements:

- Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a “remote user” is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data.
- Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.

ARTICLE XXVII
HIPAA BUSINESS ASSOCIATE PROVISIONS

27.1 HIPAA Business Associate Provisions

If Provider is a Business Associate of the Department, as that term is defined herein, because Provider either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of the Department; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the Department involving the disclosure of PHI, the following provisions will apply:

- a. Definitions: As used in these provisions –
 - i. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - ii. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 CFR §160.103.
 - iii. The term “security incident” has the same meaning as set forth in 45 CFR §164.304.
 - iv. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 CFR §164.402.
- b. Provider and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this Agreement as required by the HIPAA Rules and by this Contract.
- c. Provider shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule, regulation (including the HIPAA Rules), or as otherwise required or permitted by this Contract.
- d. Provider shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Department.
- e. In accordance with 45 CFR §164.502(e)(1)(ii) and (if applicable) §164.308(b)(2), Provider shall ensure that any agents, employees, subcontractors, or others that create, receive, maintain, or transmit PHI on behalf of Provider agree to the same restrictions, conditions, and requirements that apply to Provider with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Provider shall take all reasonable steps to ensure that its agents’, employees’, or subcontractors’ actions or omissions do not cause Provider to violate this Contract.
- f. Provider shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract, report such disclosure in writing to the person(s) named in Terms of Payment on page 1 of this document. Disclosures which must be reported by Provider include,

but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of the Department, any harm or damage resulting from any use or disclosure which violates this Agreement shall be mitigated, to the extent practicable, either: (a) by Provider at its own expense; or (b) by the Department, in which case Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.

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

h. Provider shall make available such information in its possession which is required for the Department to provide an accounting of disclosures in accordance with 45 CFR §164.528. In the event that a request for accounting is made directly to Provider, Provider shall forward such request to the Department within two (2) days of such receipt. Provider shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Provider shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR §164.528 for at least six (6) years after the date of the last such disclosure.

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

j. Provider shall make PHI available to the Department upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.

k. Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Provider on behalf of the Department available to the Secretary of the DHHS for purposes of determining the Department’s compliance with the HIPAA Rules.

l. Provider shall indemnify and hold the Department harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys’ fees resulting from any violation of this provision by Provider or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

m. The Parties agree that the legal relationship between the Department and Provider is strictly an independent contractor relationship. Nothing in this Agreement shall be deemed to create a joint venture, agency, partnership, or employer- employee relationship between the Department and Provider.

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

o. At the termination of the contract, or upon request of the Department, whichever occurs first, Provider shall return or destroy (at the option of the Department) all PHI received or created by Provider that Provider still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, Provider shall extend the confidentiality protections of the Agreement to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

ARTICLE XXVIII

SUBCONTRACTING

28.1 Subcontracting: With the exception of CommCare’s contract(s) for the construction of the Facilities, which shall be exclusively subject to the requirements of the Office of Facility Planning and Control, the Contracting Parties shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the Contracting Parties of items and services that are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contracting Parties of the responsibility for the performance of contractual obligations described herein.

ARTICLE XXIX
STATE AND FEDERAL FUNDING REQUIREMENTS

29.1 State and Federal Funding Requirements: The Contracting Parties shall comply with all applicable requirements of state or federal laws or regulations relating to the Contracting Parties' receipt of state or federal funds under this contract.

If a Contracting Party is a “subrecipient” of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), such party shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).
 - Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

ARTICLE XXX
NOTICES

30.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to the Department:

Louisiana Department of Health
Office for Citizens with Developmental Disabilities
Attn: Assistant Secretary
628 North 4th Street, P.O. Box 3117
Baton Rouge, LA 70821-3117

If Notice to Contracting Parties:

CommCare Corporation
950 W Causeway Approach
Mandeville, LA 70471
Attn: Dawn Psarellis, Corporate Secretary

and

St. Andrew’s Village, Inc.

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the

Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

**ARTICLE XXXI
SUSPENSION OR DEBARMENT**

31.1 The Contracting Parties each have a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

**ARTICLE XXXII
ATTACHMENTS AND EXHIBITS**

32.1 A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Pages to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of

_____, _____.

WITNESSES:

Contracting Party:
St. Andrew's Village, Inc.

Chief Executive Officer

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of

_____, _____.

WITNESSES:

**Contracting Party:
CommCare Corporation**

**Patricia Prechter
President**

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:

**Louisiana Department of Health /Office for
Citizens with Developmental Disabilities**

**Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities**
