



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

REPRESENTATIVE JEROME ZERINGUE
CHAIRMAN

SENATOR BODI WHITE
VICE-CHAIRMAN

AGENDA

Friday, September 15, 2023
9:30 a.m.
House Committee Room 5

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 an amendment to the contract between the Office of Group Benefits and Access Health, Inc., in accordance with the provisions of R.S. 39:1615(J)
5. Review and approval of an amendment to the contract between the University of Louisiana at Monroe and Affinity Health Group, LLC, in accordance with the provisions of R.S. 39:1615(J)
6. Review and approval of preservation projects utilizing funding from the Construction Subfund Preservation Account in accordance with the provisions of R.S. 39:100.123
7. 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)
8. Review and approval of Deputy Sheriffs' Back Supplemental Pay in accordance with the provisions of R.S. 40:1667.8
9. Review of a contract amendment for software maintenance between the Division of Administration, Office of Technology Services on behalf of the Louisiana Department of Revenue and Fast Enterprises, LLC, in accordance with the provisions of R.S. 39:198(M)
10. Update from the Louisiana Department of Health on procurement of Medicaid Management Information System claims module provider
11. Update from the Louisiana Department of Health on status of Medicaid unwinding

12. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56
13. Review and approval of Tax Increment Financing proposal to utilize 45% of the 4.45% state sales tax within the New Orleans BioDistrict within the city of New Orleans in accordance with the provisions of R.S. 33:9038.34(A)

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, September 14, 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)**

September 15, 2023

	<u>AUGUST 2023</u>	<u>SEPTEMBER 2023</u>	<u>SEPTEMBER 2023 Over/(Under) AUGUST 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	\$0.000	\$456.509	\$456.509
Total Available General Fund Revenue	<u>\$11,925.400</u>	<u>\$12,381.909</u>	<u>\$456.509</u>
<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	<u>\$529.145</u>	<u>\$529.145</u>	<u>\$0.000</u>
Appropriations			
General (Act 447 of 2023 RS)	\$10,827.191	\$11,273.050	\$445.859
Ancillary (Act 408 of 2023 RS)	\$0.000	\$10.500	\$10.500
Judicial (Act 400 of 2023 RS)	\$178.884	\$178.884	\$0.000
Legislative (Act 415 of 2023 RS)	\$87.297	\$87.447	\$0.150
Capital Outlay (Act 465 of 2023 RS)	\$166.819	\$166.819	\$0.000
Total Appropriations	<u>\$11,260.190</u>	<u>\$11,716.699</u>	<u>\$456.509</u>
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	<u>\$109.000</u>	<u>\$109.000</u>	<u>\$0.000</u>
Total Appropriations and Requirements	<u>\$11,898.335</u>	<u>\$12,354.845</u>	<u>\$456.509</u>
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.

III. Current Year Items Requiring Action

IV. Horizon Issues Not Contained in 5-Year Plan

**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	\$456,509,214	\$0	\$0	\$0
Total Other Revenue	\$404,874,737	\$456,509,214	\$0	\$0	\$0
TOTAL REVENUES	\$12,692,974,737	\$12,381,909,214	\$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	\$10,827,190,915	\$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	\$11,789,335,439	\$11,748,232,939	\$11,961,390,983	\$12,190,332,304
ANNUAL ADJUSTED GROWTH RATE		8.50%	-0.35%	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	\$12,354,844,653	\$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

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 *pd*

Date: September 8, 2023

Subject: Joint Legislative Committee on the Budget
Meeting September 15, 2023

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the September 15th meeting of the Joint Legislative Committee on the Budget.

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

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

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

DEPARTMENT: Executive

AGENDA NO.: 1

AGENCY: LA Commission on Law Enforcement

ANALYST: Daniel Druilhet

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Federal Program	\$0	0
Interagency Transfers:	\$0	State Program	\$5,000,000	0
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$5,000,000			
Federal Funds:	\$0			
Total	<u>\$5,000,000</u>	Total	<u>\$5,000,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase statutory dedications out of the Court Modernization and Technology Fund in the amount of \$5 M in the Louisiana Commission on Law Enforcement (LCLE). The Court Modernization and Technology Fund was created in Act 410 of the 2023 Regular Legislative Session (Funds Bill) upon recommendation by the Judicial Structure Task Force to promote uniform technology standards for the courts and clerks of court, with emphasis on assisting underfunded and underserved jurisdictions with their technological needs. The source of revenue for this fund is \$5 M SGF as appropriated through Act 410.

The LCLE will transfer the \$5 M in Statutory Dedications to the Louisiana Supreme Court. The Supreme Court intends to provide funding to city, parish, and district courts to modernize and update IT systems, secure personnel to provide cybersecurity services, update court management information systems, and perform court technology assessments. The Louisiana Supreme Court has not yet finalized a distribution plan among recipients.

The cash balance of the fund as of 9/01/23 is \$5,000,875.

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 contingent upon the Revenue Estimating Conference (REC) recognizing that the funds are available for expenditure from the Court Modernization and Technology Fund in Schedule F1 - Statutory Dedications.

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

DEPARTMENT: Agriculture & Forestry

AGENDA NO.: 2

AGENCY: Agriculture & Forestry

ANALYST: Kimberly Fruge

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Management & Finance	\$0	0
Interagency Transfers:	\$0	Agricultural & Environmental Sciences	\$0	0
Self-Generated Revenue:	\$0	Animal Health & Food Safety	\$0	0
Statutory Dedications:	\$0	Agro-Consumer Services	\$0	0
Federal Funds:	\$3,407,000	Forestry	\$3,407,000	0
		Soil & Water Conservation	\$0	0
Total	<u>\$3,407,000</u>	Total	<u>\$3,407,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Federal budget authority by \$3.4 M in the Department of Agriculture and Forestry (LDAF). The source of funds is various grants awarded to the Office of Forestry from the U.S. Forest Service (USFS). The purpose of the grants are to assist landowners, citizens, state, and local governments in areas impacted by natural disasters in 2020 and 2021 by improving wildland fire response and mitigation, mitigating post-storm threats to forest health from invasive species, and providing technical assistance for rural and community forest restoration.

The sources of funding are as follows:

- FY 19 Mitigation Grant: \$335,000 to carry out mitigation and fuel reduction projects within the state (Grant project dates 10/01/18 – 9/30/23. The department requested a no cost extension to extend the contract to 6/30/2024 and is awaiting final approval.)
- FY 21 Mitigation Grant: \$190,000 to carry out mitigation and fuel reduction projects within the state (Grant project dates 10/01/20 – 6/30/24)
- Hurricane Supplemental Funds: \$140,000 to purchase firefighting equipment for mitigation projects (Grant project dates 10/01/20 – 6/30/24)
- FY 22 State Fire Assistance Grant: \$166,000 to assist with the ongoing preparedness efforts regarding wildfires in Louisiana (Grant project dates 8/10/22 – 8/10/25)
- FY 22 Natural Disaster Recovery: \$1,061,000 to purchase firefighting equipment (Grant project dates 8/10/22 – 8/10/25)
- FY 23 State Fire Assistance Grant - Infrastructure Investment and Job Act (IIJA): \$873,000 to purchase firefighting equipment (Grant project dates 10/17/22 – 11/02/27)
- FY 23 State Forest Action Plan – IIJA: \$642,000 to purchase firefighting equipment (Grant project dates 10/17/22 – 11/02/27)

The grants will be used to purchase and replace equipment related to fire suppression and mitigation and for travel to hold training workshops. The expenditures are as follows:

Item	Number of items	TOTAL
Tandem Wheel Trucks w/ Bed	14	\$2,576,000
Travel/Training	1	\$190,000
3500 HD DRW 4x4 trucks with gooseneck hitch and towing package; diesel	2	\$140,000
3500 HD DRW 4x4 trucks Cab and Chassis for a Type 6 Engine; diesel	2	\$136,000
Slip-in pumps for 6-wheel UTV	3	\$70,000
Honda or Polaris UTV	5	\$65,000
2500 HD 4x4 trucks with gooseneck hitch and towing package; gas	1	\$65,000
First Aid Trailer	1	\$55,000
Honda or Polaris crew UTV	2	\$40,000
Incident Command Trailer	1	\$40,000
Type 6 Engine Service Body	2	<u>\$30,000</u>
		<u>\$3,407,000</u>

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

II. IMPACT ON FUTURE FISCAL YEARS

The various grants are multiyear grants, with only the FY 19 and FY 21 mitigation grants ending in FY 24. LDAF may carry forward any unused funds from the other grants into future fiscal years until the respective grant expires.

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: Culture, Recreation & Tourism

AGENDA NO.: 3

AGENCY: State Library

ANALYST: Chris Henry

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Library Services	\$810,960	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$810,960			
Total	<u>\$810,960</u>	Total	<u>\$810,960</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Federal budget authority by \$810,960 in the Library Services Program within the Office of the State Library of Louisiana (OSL) in order to expend grant funding received from the Library Services and Technology Act (LSTA) awarded by the Institute of Museum and Library Services (IMLS). Combined with an existing \$2.7 M in Federal budget authority appropriated in Act 447 of the 2023 RLS, this BA-7 will bring the total federal authority to exactly \$3.5 M in OSL's FY 24 budget. This will allow OSL to have sufficient authority to expend \$1.4 M in unused LSTA grant funds remaining from the prior allocation and \$2.1 M from the most recent allocation.

LSTA grant funding is used to support a variety of initiatives included in a five-year plan approved by the IMLS aimed at three goals: access to information, improve library services, and community engagement. The requested expenditure authority will be comprised of \$10,000 Travel; \$75,000 Operating Services; \$35,000 Supplies; and \$690,960 Other Charges. Other Charges expenses include the following:

- \$312,960 - *Teaching Books* - Electronic curated collection of books and resources for students and teachers.
- \$173,000 - *Niche Academy* - Online resource for libraries to develop training for the public to learn about library resources.
- \$150,000 - *Newsbank* - Online resource to access Louisiana newspapers.
- \$45,000 - Communications and marketing to promote OSL resources, initiatives, and events.
- \$10,000 - Outreach to schools to promote the Louisiana Book Festival.
- \$690,960 Total**

In February 2023, OSL was awarded \$2.8 M in Federal FY 23 LSTA grant funds which expire on September 30, 2024. The LSTA grant requires a 2:1 federal (66%) to state (34%) match in order to receive the grant funds. The state match required for FY 24 is \$1.4 M and is met through existing appropriations utilized for LSTA programs. Additionally, the grant requires a maintenance of effort in which state support for the OSL does not drop below the average funding levels from the past three years. The amount needed to maintain state support and retain grant funds is currently \$5,040,005. The current OSL appropriation excluding Federal Funds is \$5.9 M (\$5.0 M SGF, \$821,436 IAT from the Office of Tourism, and \$90,000 SGR).

II. IMPACT ON FUTURE FISCAL YEARS

The OSL will have \$691,823 in grant funding remaining that can be utilized in the FY 25 budget in the event the Legislature appropriates funds for this purpose. In the event the agency does not expend all grant funding budgeted in the current year, the amount remaining from the most recent allocation could also be utilized in the FY 25 budget until its expiration in September 2024.

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

September, 2023

A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

- | | | |
|---|------|--|
| 1 | EXEC | Executive Department
(01-129) Louisiana Commission on Law Enforcement
and the Administration of Criminal Justice |
| 2 | ELOF | Department of Agriculture and Forestry
(04-160) Agriculture and Forestry |
| 3 | CRT | Department of Culture, Recreation and Tourism
(06-262) Office of the State Library |

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

DEPARTMENT: EXECUTIVE		FOR OPB USE ONLY					
AGENCY: LCLE		OPB LOG NUMBER			AGENDA NUMBER		
SCHEDULE NUMBER: 01-129		97			1		
SUBMISSION DATE: 8/30/2023		Approval and Authority:					
AGENCY BA-7 NUMBER:							
HEAD OF BUDGET UNIT: JIM CRAFT							
TITLE: EXECUTIVE DIRECTOR							
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	\$9,078,909	\$0	\$9,078,909				
INTERAGENCY TRANSFERS	\$4,270,376	\$0	\$4,270,376				
FEES & SELF-GENERATED	\$371,273	\$0	\$371,273				
Regular Fees & Self-generated	\$0	\$0	\$0				
Subtotal of Fund Accounts from Page 2	\$371,273	\$0	\$371,273				
STATUTORY DEDICATIONS	\$9,009,425	\$5,000,000	\$14,009,425				
Tobacco Tax Health Care Fund (E32)	\$1,831,493	\$0	\$1,831,493				
Court Modernization and Technology Fund (JU6)	\$0	\$5,000,000	\$5,000,000				
Subtotal of Dedications from Page 2	\$7,177,932	\$0	\$7,177,932				
FEDERAL	\$37,852,300	\$0	\$37,852,300				
TOTAL	\$60,582,283	\$5,000,000	\$65,582,283				
AUTHORIZED POSITIONS	43	0	43				
AUTHORIZED OTHER CHARGES	0	0	0				
NON-TO FTE POSITIONS	5	0	5				
TOTAL POSITIONS	48	0	48				
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS	
PROGRAM NAME:							
FEDERAL	\$38,439,885	29	\$0	0	\$38,439,885	29	
STATE	\$22,142,398	19	\$5,000,000	0	\$27,142,398	19	
Program 3	\$0	0	\$0	0	\$0	0	
Program 4	\$0	0	\$0	0	\$0	0	
Program 5	\$0	0	\$0	0	\$0	0	
	\$0	0	\$0	0	\$0	0	
	\$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	\$60,582,283	48	\$5,000,000	0	\$65,582,283	48	

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

DEPARTMENT: EXECUTIVE	FOR OPB USE ONLY	
AGENCY: LCLE	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 01-129		
SUBMISSION DATE: 8/30/2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER:		

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			
Drug Abuse Education and Treatment Dedicated Fund Account (V02A)	\$371,273	\$0	\$371,273
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$371,273	\$0	\$371,273
STATUTORY DEDICATIONS			
Crime Victims Reparations Fund (CR1)	\$5,697,932	\$0	\$5,697,932
Innocence Compensation Fund (JU5)	\$1,480,000	\$0	\$1,480,000
[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)	\$7,177,932	\$0	\$7,177,932

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 funds for the State Program are for upgrades and improvements to the Criminal Management System for the Louisiana Supreme Court.

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	\$5,000,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$5,000,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
This BA-7 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.
Without this request the Supreme Court will not receive the funds to upgrade their Criminal Management System.

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

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

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

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

The BA-7 has no programmatic impacts

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

OBJECTIVE:

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?)

The BA-7 has no performance impacts.

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

There are no existing performance indicators associated with this BA-7.

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

There are no performance impacts.

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

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: LOUISIANA COMMISSION ON LAW ENFORCEMENT - FEDERAL PROGRAM

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	\$587,585	\$0	\$587,585	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$37,852,300	\$0	\$37,852,300	\$0	\$0	\$0	\$0
TOTAL MOF	\$38,439,885	\$0	\$38,439,885	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,764,354	\$0	\$1,764,354	\$0	\$0	\$0	\$0
Other Compensation	\$154,389	\$0	\$154,389	\$0	\$0	\$0	\$0
Related Benefits	\$1,080,279	\$0	\$1,080,279	\$0	\$0	\$0	\$0
Travel	\$144,848	\$0	\$144,848	\$0	\$0	\$0	\$0
Operating Services	\$206,876	\$0	\$206,876	\$0	\$0	\$0	\$0
Supplies	\$78,072	\$0	\$78,072	\$0	\$0	\$0	\$0
Professional Services	\$1,589,500	\$0	\$1,589,500	\$0	\$0	\$0	\$0
Other Charges	\$31,759,387	\$0	\$31,759,387	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,662,180	\$0	\$1,662,180	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$38,439,885	\$0	\$38,439,885	\$0	\$0	\$0	\$0
POSITIONS							
Classified	25	0	25	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	25	0	25	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	4	0	4	0	0	0	0
TOTAL POSITIONS	29	0	29	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$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 1 NAME: LOUISIANA COMMISSION ON LAW ENFORCEMENT - FEDERAL PROGRAM

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

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: LOUISIANA COMMISSION ON LAW ENFORCEMENT - STATE PROGRAM

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	\$8,491,324	\$0	\$8,491,324	\$0	\$0	\$0	\$0
Interagency Transfers	\$4,270,376	\$0	\$4,270,376	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$371,273	\$0	\$371,273	\$0	\$0	\$0	\$0
Statutory Dedications **	\$9,009,425	\$5,000,000	\$14,009,425	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$22,142,398	\$5,000,000	\$27,142,398	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,219,224	\$0	\$1,219,224	\$0	\$0	\$0	\$0
Other Compensation	\$8,034	\$0	\$8,034	\$0	\$0	\$0	\$0
Related Benefits	\$755,309	\$0	\$755,309	\$0	\$0	\$0	\$0
Travel	\$37,852	\$0	\$37,852	\$0	\$0	\$0	\$0
Operating Services	\$237,543	\$0	\$237,543	\$0	\$0	\$0	\$0
Supplies	\$27,091	\$0	\$27,091	\$0	\$0	\$0	\$0
Professional Services	\$1,211,198	\$0	\$1,211,198	\$0	\$0	\$0	\$0
Other Charges	\$18,437,246	\$0	\$18,437,246	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$208,901	\$5,000,000	\$5,208,901	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$22,142,398	\$5,000,000	\$27,142,398	\$0	\$0	\$0	\$0
POSITIONS							
Classified	16	0	16	0	0	0	0
Unclassified	2	0	2	0	0	0	0
TOTAL T.O. POSITIONS	18	0	18	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	1	0	1	0	0	0	0
TOTAL POSITIONS	19	0	19	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Drug Abuse Education and Treatment Dedicated Fund Account (V02A)	\$371,273	\$0	\$371,273	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Tobacco Tax Health Care Fund (E32)	\$1,831,493	\$0	\$1,831,493	\$0	\$0	\$0	\$0
Court Modernization and Technology Fund (JU6)	\$0	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0
Crime Victims Reparations Fund (CR1)	\$5,697,932	\$0	\$5,697,932	\$0	\$0	\$0	\$0
Innocence Compensation Fund (JU5)	\$1,480,000	\$0	\$1,480,000	\$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: LOUISIANA COMMISSION ON LAW ENFORCEMENT - STATE PROGRAM

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000
EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000
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

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

The purpose of the BA-7 is to add the Court Modernization and Technology Fund to LCLE's budget so it can be sent to the Louisiana Supreme Court to upgrade the Criminal Management System.

REVENUES

\$5,000,000 in Statutory Dedications out of the Court Modernization and Technology Fund

EXPENDITURES

\$5,000,000 in Interagency Transfers

OTHER

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BA-7 SUPPORT INFORMATION
Page _____

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

DEPARTMENT: Agriculture & Forestry		FOR OPB USE ONLY				
AGENCY: Agriculture & Forestry		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 04-160		92		2		
SUBMISSION DATE: August 23, 2023		Approval and Authority:				
AGENCY BA-7 NUMBER: 02						
HEAD OF BUDGET UNIT: Dane Morgan						
TITLE: Assistant Commissioner for Management & Finance						
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	\$26,723,845	\$0		\$26,723,845		
INTERAGENCY TRANSFERS	\$537,345	\$0		\$537,345		
FEES & SELF-GENERATED	\$8,253,309	\$0		\$8,253,309		
Regular Fees & Self-generated	\$8,253,309	\$0		\$8,253,309		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$38,646,879	\$0		\$38,646,879		
Structural Pest Control Commission Fund (A02)	\$1,552,031	\$0		\$1,552,031		
Louisiana Agricultural Finance Authority Fund (A07)	\$11,800,062	\$0		\$11,800,062		
Subtotal of Dedications from Page 2	\$25,294,786	\$0		\$25,294,786		
FEDERAL	\$19,365,452	\$3,407,000		\$22,772,452		
TOTAL	\$93,526,830	\$3,407,000		\$96,933,830		
AUTHORIZED POSITIONS	590	0		590		
AUTHORIZED OTHER CHARGES	2	0		2		
NON-TO FTE POSITIONS	42	0		42		
TOTAL POSITIONS	634	0		634		
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Management & Finance	\$23,487,624	124	\$0	0	\$23,487,624	124
Ag & Environment Sciences	\$14,624,872	114	\$0	0	\$14,624,872	114
Animal Health & Food Safety	\$15,611,052	120	\$0	0	\$15,611,052	120
Agro-Consumer Services	\$8,530,124	83	\$0	0	\$8,530,124	83
Forestry	\$28,988,041	183	\$3,407,000	0	\$32,395,041	183
Soil & Water	\$2,285,117	10	\$0	0	\$2,285,117	10
	\$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	\$93,526,830	634	\$3,407,000	0	\$96,933,830	634

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

DEPARTMENT: Agriculture & Forestry	FOR OPB USE ONLY	
AGENCY: Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-160		
SUBMISSION DATE: August 23, 2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 02		

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			
Pesticide Fund (A09)	\$6,361,859	\$0	\$6,361,859
Forest Protection Fund (A11)	\$820,000	\$0	\$820,000
Forestry Productivity Fund (A14)	\$350,000	\$0	\$350,000
Petroleum Products Fund (A15)	\$4,502,926	\$0	\$4,502,926
Livestock Brand Commission Fund (A17)	\$10,000	\$0	\$10,000
Agricultural Commodity Dealers & Warehouse Fund (A18)	\$2,211,591	\$0	\$2,211,591
SUBTOTAL (to Page 1)	\$14,256,376	\$0	\$14,256,376

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

DEPARTMENT: Agriculture & Forestry	FOR OPB USE ONLY	
AGENCY: Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-160		
SUBMISSION DATE: August 23, 2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 02		

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:			
FEEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Seed Commission Fund (A21)	\$1,126,313	\$0	\$1,126,313
Sweet Potato Pests & Diseases Fund (A22)	\$200,000	\$0	\$200,000
Weights and Measures Fund (A23)	\$3,214,503	\$0	\$3,214,503
Feed and Fertilizer Fund (A29)	\$2,838,323	\$0	\$2,838,323
Horticulture and Quarantine Fund (A30)	\$2,600,000	\$0	\$2,600,000
Wildfire Suppression Subfund (A31)	\$1,059,271	\$0	\$1,059,271
SUBTOTAL (to Page 1)	\$11,038,410	\$0	\$11,038,410

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 the funding are federal grants awarded to the Office of Forestry from the US Forest Service (USFS). The purpose of these grants are to assist landowners, citizens, state, local, and tribal governments in areas impacted by natural disasters in 2020 and 2021 by improving wildland fire response and mitigation, mitigating post-storm threats to forest health from invasive species, and providing technical assistance for rural and community forest restoration.

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	\$3,407,000	\$0	\$0	\$0	\$0
TOTAL	\$3,407,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
This action requires no additional support.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
This grant is going into effect this fiscal year and there will not be sufficient funds or expenditure authority to cover the grants expenses.

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

**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 will allow LDAF to execute its role in assisting landowners, citizens, state, local, and tribal governments in areas impacted by natural disasters in 2020 and 2021 by improving wildland fire response and mitigation, mitigating post-storm threats to forest health from invasive species, and providing technical assistance for rural and community forest restoration

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 BA-7 will allow the department to pay the expenses that will come from this grant. If not, the current amount of budget authority will not cover the additional expenses to come from this grant.

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

The performance impacts associated with this request are identified, to the extent possible, in the explanations above.

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

The department will not have sufficient funds to pay for the expenditures of this grant.

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Office of Forestry

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	\$11,608,371	\$0	\$11,608,371	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$529,536	\$0	\$529,536	\$0	\$0	\$0	\$0
Statutory Dedications **	\$6,503,327	\$0	\$6,503,327	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$10,346,807	\$3,407,000	\$13,753,807	\$0	\$0	\$0	\$0
TOTAL MOF	\$28,988,041	\$3,407,000	\$32,395,041	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$9,208,981	\$0	\$9,208,981	\$0	\$0	\$0	\$0
Other Compensation	\$58,738	\$0	\$58,738	\$0	\$0	\$0	\$0
Related Benefits	\$4,972,406	\$0	\$4,972,406	\$0	\$0	\$0	\$0
Travel	\$185,043	\$190,000	\$375,043	\$0	\$0	\$0	\$0
Operating Services	\$1,040,167	\$0	\$1,040,167	\$0	\$0	\$0	\$0
Supplies	\$2,485,025	\$0	\$2,485,025	\$0	\$0	\$0	\$0
Professional Services	\$622,839	\$0	\$622,839	\$0	\$0	\$0	\$0
Other Charges	\$225,419	\$0	\$225,419	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$822,385	\$0	\$822,385	\$0	\$0	\$0	\$0
Acquisitions	\$9,367,038	\$3,217,000	\$12,584,038	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$28,988,041	\$3,407,000	\$32,395,041	\$0	\$0	\$0	\$0
POSITIONS							
Classified	179	0	179	0	0	0	0
Unclassified	2	0	2	0	0	0	0
TOTAL T.O. POSITIONS	181	0	181	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	2	0	2	0	0	0	0
TOTAL POSITIONS	183	0	183	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$529,536	\$0	\$529,536	\$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:							
Louisiana Agricultural Finance Authority Fund (A07)	\$4,274,056	\$0	\$4,274,056	\$0	\$0	\$0	\$0
Forest Protection Fund (A11)	\$820,000	\$0	\$820,000	\$0	\$0	\$0	\$0
Forestry Productivity Fund (A14)	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0
Wildfire Suppression Subfund (A31)	\$1,059,271	\$0	\$1,059,271	\$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: Office of Forestry

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$3,407,000	\$3,407,000
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	\$190,000	\$190,000
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$3,217,000	\$3,217,000
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$3,407,000	\$3,407,000
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

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

The general purpose of this budget increase is allow the Office of Forestry to acquire/replace equipment related to fire suppression and mitigation.

REVENUES

Federal Funds – Multiple USFS grants (see attached worksheet)

EXPENDITURES

\$190,000 Travel/training
\$3,217,000 Acquisitions

(see attached worksheet)

OTHER

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FY 2024 Purchases

Item to purchase	Budget Category	Number of items	Estimated cost	Funding source	TOTAL
2500 HD 4x4 trucks with gooseneck hitch and towing package; gas	Acquisition	1	\$ 55,000.00	FY19 Mitigation (MOD needed)	\$ 55,000.00
3500 HD DWR 4x4 trucks Cab and Chassis for a Type 6 Engine: diesel	Acquisition	2	\$ 68,000.00	FY22 SFA grant Fire	\$ 136,000.00
Tandem Wheel Trucks w/Bed	Acquisition	14	\$ 184,000.00	FY22 - NDR/FY23 SFA-SICF/FY23 SFAP 11A/FY23 SFAP 11A/FY23 SFA-SICF	\$ 2,576,000.00
3500 HD DRW 4x4 trucks with gooseneck hitch and towing package; diesel	Acquisition	2	\$ 70,000.00	Hurricane Supplemental Funds (\$425)	\$ 140,000.00
Honda or Polaris crew UTV	Acquisition	2	\$ 70,000.00	FY19 Mitigation (MOD needed)	\$ 140,000.00
Type 6 Engine Service Body	Acquisition	2	\$ 15,000.00	FY22 SFA grant Fire	\$ 30,000.00
Honda or Polaris UTV	Acquisition	5	\$ 13,000.00	FY19 Mitigation (MOD needed)	\$ 65,000.00
Slip-in pumps for 6 wheel UTV	Acquisition	3	\$ 23,333.33	FY19 Mitigation (MOD needed)	\$ 70,000.00
Incident Command Trailer	Acquisition	1	\$ 40,000.00	FY19 Mitigation (MOD needed)	\$ 40,000.00
First Aid Trailer	Acquisition	1	\$ 55,000.00	FY19 Mitigation (MOD needed)	\$ 55,000.00
Travel (Training)	Travel	1	\$ 190,000.00	FY21 Mitigation MOD	\$ 190,000.00
					\$ 3,407,000.00

Justification

These units would be utilized to haul specialized equipment to wildfire incidents.

These units will be utilized as a Type 6 Engine for rapid fire response in area that require treatment by water, as well as mechanical, for suppression and/or mitigation

Contine with the replacemnt/upgrade to the transport fleet that began in 2023

These units would be utilized to haul specialized equipment to wildfire incidents.

Units would be utilized for fire suppression, as well as fire mitigation along fire lines and training. Would allow for the rapid transport of Wildland Firefighters to backfire lines to secure locations. UTV are becoming the choice over ATV due to the safety and security of ATVs.

These units would allow water carrying capacity on the one ton trucks that will be utilized as a Type 6 Engine for rapid fire response in area that require treatment by water, as well as mechanical, for suppression and/or mitigation

Units would be utilized for fire suppression, as well as fire mitigation along fire lines. Would allow for the rapid transport of Wildland Firefighters to backfire lines to secure locations. UTV are becoming the choice over ATV due to the safety and security of ATVs.

Units would be utilized for fire suppression, as well as fire mitigation along fire lines. Would allow for the rapid transport of water/foam and Wildland Firefighters to secure lines.

Unit would be utilized as a remote command office for Wildland Fire incidents and other natural disaster events

Unit would be utilized as a remote First Aid treatment and Triage unit during incidents, as well as during training events

This money is already allocated in Mitigation under salaries - it would be a change of scope

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

DEPARTMENT: Culture, Recreation & Tourism		FOR OPB USE ONLY					
AGENCY: Office of the State Library		OPB LOG NUMBER 93		AGENDA NUMBER 3			
SCHEDULE NUMBER: 06-262		Approval and Authority:					
SUBMISSION DATE: August 21, 2023							
AGENCY BA-7 NUMBER: DCRT OSL-24-01							
HEAD OF BUDGET UNIT: Nancy Watkins							
TITLE: Undersecretary							
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): <i>Nancy Watkins</i>							
MEANS OF FINANCING		CURRENT FY 2023-2024		ADJUSTMENT (+) or (-)		REVISED FY 2023-2024	
GENERAL FUND BY:							
DIRECT		\$4,972,828		\$0		\$4,972,828	
INTERAGENCY TRANSFERS		\$821,436		\$0		\$821,436	
FEES & SELF-GENERATED		\$90,000		\$0		\$90,000	
Regular Fees & Self-generated		\$90,000		\$0		\$90,000	
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		\$2,689,040		\$810,960		\$3,500,000	
TOTAL		\$8,573,304		\$810,960		\$9,384,264	
AUTHORIZED POSITIONS		48		0		48	
AUTHORIZED OTHER CHARGES		0		0		0	
NON-TO FTE POSITIONS		0		0		0	
TOTAL POSITIONS		48		0		48	
PROGRAM EXPENDITURES		DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:							
Library Services		\$8,573,304	48	\$810,960	0	\$9,384,264	48
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
		\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:		\$0	0	\$0	0	\$0	0
TOTAL		\$8,573,304	48	\$810,960	0	\$9,384,264	48

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

DEPARTMENT: Culture, Recreation & Tourism	FOR OPB USE ONLY	
AGENCY: Office of the State Library	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 06-262		
SUBMISSION DATE: August 21, 2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: DCRT OSL-24-01		

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?
The Institute of Museum and Library Services (IMLS) provide the Library Services and Technology Act (LSTA) Grant pursuant to 20 U.S.C. § 9101 et seq. and as identified in the Office of the State Library's (OSL) Five-Year State Plan for FY 2023-2027. OSL will use the funds to support the goals of their FY2023-27 Five-Year Plan. In Louisiana, goals address: 1) Enhancing Access to Information; 2) Improving Library Services; and 3) Community Engagement.

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	\$810,960	\$810,960	\$810,960	\$810,960	\$810,960
TOTAL	\$810,960	\$810,960	\$810,960	\$810,960	\$810,960

3. If this action requires additional personnel, provide a detailed explanation below:
This action requires no 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 can't be postponed for consideration in the agency's budget request for next fiscal year because funds are needed this fiscal year to allow the Office of State Library to expend federal grant funds by the required federal deadlines.

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

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 will have positive programmatic impacts on all indicators affected by federal LSTA funding.

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
K	Number of attendees at the LA Book Festival	20000	1000	21000
K	Number of digital public documents added to Digital Archive	4500	100	4600
K	Number of electronic database searches	12500000	100000	12600000
K	Number of online tutoring engagements	65000	5000	70000
K	Number of libraries receiving consultations and site visits	20	15	35
K	Number of workshops held	125	5	130
K	Number of attendees at workshops	2300	200	2500
K	Number of items loaned to persons with visual or physical disabilities	160000	10000	170000

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).
The increase in federal funds for these programs allows for more promotion and awareness of the programs as well as increases in travel and outreach for staff in schools, libraries, state agencies, and organizations which will lead to an increase in usage of resources and services.

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

This BA-7 will also have a positive impact on public libraries, institutional libraries, and our Talking Books and Braille Library patrons as OSL will be able to increase resources, collections, and services for them.

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

There will be a positive performance impact as stated above.

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

Failure to approve this BA-7 would negatively impact performance in the above mentioned areas and not being allowed to expend federal funds by the deadlines and year granted could lead to cuts in funding in the future.

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: Library Services

MEANS OF FINANCING:	CURRENT FY 2023-2024	REQUESTED ADJUSTMENT	REVISED FY 2023-2024	ADJUSTMENT OUT YEAR PROJECTIONS			
				FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
GENERAL FUND BY:							
Direct	\$4,972,828	\$0	\$4,972,828	\$0	\$0	\$0	\$0
Interagency Transfers	\$821,436	\$0	\$821,436	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$90,000	\$0	\$90,000	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$2,889,040	\$810,960	\$3,500,000	\$810,960	\$810,960	\$810,960	\$810,960
TOTAL MOF	\$8,573,304	\$810,960	\$9,384,264	\$810,960	\$810,960	\$810,960	\$810,960
EXPENDITURES:							
Salaries	\$2,773,360	\$0	\$2,773,360	\$0	\$0	\$0	\$0
Other Compensation	\$51,000	\$0	\$51,000	\$0	\$0	\$0	\$0
Related Benefits	\$1,910,303	\$0	\$1,910,303	\$0	\$0	\$0	\$0
Travel	\$12,926	\$10,000	\$22,926	\$10,000	\$10,000	\$10,000	\$10,000
Operating Services	\$395,378	\$75,000	\$470,378	\$75,000	\$75,000	\$75,000	\$75,000
Supplies	\$28,117	\$35,000	\$63,117	\$35,000	\$35,000	\$35,000	\$35,000
Professional Services	\$6,597	\$0	\$6,597	\$0	\$0	\$0	\$0
Other Charges	\$2,325,626	\$690,960	\$3,016,586	\$690,960	\$690,960	\$690,960	\$690,960
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,069,997	\$0	\$1,069,997	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$8,573,304	\$810,960	\$9,384,264	\$810,960	\$810,960	\$810,960	\$810,960
POSITIONS							
Classified	47	0	47	0	0	0	0
Unclassified	1	0	1	0	0	0	0
TOTAL T.O. POSITIONS	48	0	48	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	48	0	48	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$90,000	\$0	\$90,000	\$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 1 NAME: Library Services

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$810,960	\$810,960
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	\$10,000	\$10,000
Operating Services	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Supplies	\$0	\$0	\$0	\$0	\$35,000	\$35,000
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$690,960	\$690,960
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	\$810,960	\$810,960
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

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

GENERAL PURPOSE

1. This BA-7 will allow DCRT – Office of State Library to budget an increase in federal Library and Services Technology Act (LSTA) Grant funds.

REVENUES

7. Federal Funds

The Institute of Museum and Library Services (IMLS) provide the Library Services and Technology Act (LSTA) Grant pursuant to 20 U.S.C. § 9101 et seq. and as identified in the Office of the State Library's (OSL) Five-Year State Plan for FY 2023-2027. OSL will use the funds to support the goals of their FY2023-27 Five-Year Plan. In Louisiana, goals address: 1) Enhancing Access to Information; 2) Improving Library Services; and 3) Community Engagement. To receive the full allocation, OSL must meet two requirements:

1. Maintenance of Effort (MOE) - The State Funds allocated to the State Library cannot fall below the average of the previous 3 year's State Funds allocation.
2. For every \$2 in LSTA funds expended on an approved project, the state must contribute \$1 towards an LSTA-approved project.

From FY2011 to FY2019, OSL had difficulty in meeting its requirements and subsequently received cuts to federal LSTA funds in the ensuing years. OSL's allocation went down to \$2.1 million in FY2020, so OSL made cuts to its federal funding accordingly while also allowing for some room in the authority to expend rollover funds or to account for federal base adjustment increases. Since FY2019, OSL has been able to meet its federal grant requirements and has seen increases in its grant funds. Also, IMLS has had two years of increases in the federal base adjustments. OSL would like to budget this increase in its LSTA Grant funds for FY2023-2024 and include increased federal authority to account for rollover funds and increases in federal base adjustments. The federal award for FY2023-2024 is \$2,752,989. OSL is also rolling over funds from the FY2022-2023 award so would like to increase federal authority to \$3.5 million which would be an increase of \$810,960 in OSL's federal budget authority.

EXPENDITURES

9. The amount requested was calculated from the federal award amount for FY24 and includes rollover funds from the FY23 award.

Federal Award #	LaGov #	Amount	FY	Expended in the first year	FY	Expended in the second year
LS-252463-OLS-22	U2620001.2224	\$ 2,578,316.00	FY23	\$ 1,139,481.87	FY24	\$ 1,438,834.13
LS-253630-OLS-23	U2620001.2325	\$ 2,752,989.00	FY24	\$ 2,061,165.87	FY25	\$ 691,823.13

**FY24 - projecting to expend \$1,438,834.13 (Grant# U2620001.2224) by 9/15/2023 - this will close this grant*

**FY24 - projecting to expend \$2,061,165.87 (Grant# U2620001.2325) by 6/30/2024 - this will reduce the projected second year amount of expenditures to be paid in FY25 to \$691,823.13 which will accompany the new two-year grant that will be awarded in 10/2023*

BA-7 SUPPORT INFORMATION

Page 2 of 2

10. Federal funds became available from base adjustment increases from IMLS as well as increases from meeting MOE and Match requirements from prior years.

11.

LaGov:

Fund: 2620000600
Cost Center: 2621012700
G/L Account: 5210015
Amount: \$10,000.00
Means of Finance: Federal

Fund: 2620000600
Cost Center: 2621012700
G/L Account: 5350006
Amount: \$75,000.00
Means of Finance: Federal

Fund: 2620000600
Cost Center: 2621012700
G/L Account: 5410001
Amount: \$35,000.00
Means of Finance: Federal

Fund: 2620000600
Cost Center: 2621012700
G/L Account: 5610003
Amount: \$690,960.00
Means of Finance: Federal

TOTAL

Fund: 2620000600
Cost Center: 2621012700
Amount: \$810,960.00
Means of Finance: Federal

OTHER

12.

Billy Nungesser, LT Governor
Nancy Watkins, Undersecretary
Meg Placke, Interim State Librarian

bnungesser@crt.la.gov
nwatkins@crt.la.gov
mplacke@crt.la.gov

(225) 342-7009
(225) 342-8201
(225) 342-4925

Official Award Notification for Grants and Cooperative Agreements Institute of Museum and Library Services

Action Taken: Award **Date of Action:** 2/9/2023 **Award Date:** 2/9/2023

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	LS-253630-OLS-23
Award Recipient	Louisiana Dept of Culture, Recreation and Tourism
Award Recipient Unique Entity Identifier	JJZPALVEJA43 TIN: 720807104
Award Period	10/1/2022 - 9/30/2024
Budget Period	10/1/2022 - 9/30/2024
Assistance Listing Number/Title	45.310 State Library Program
Does the award support research and development?	No
Project Title	LSTA State Grants
Project Description	The State Library of Louisiana will use funds to support the goals of their Five-Year Plan for FY 2023-2027, which reflect the purposes and priorities of the Library Services and Technology Act (LSTA). In Louisiana, specific goals address: 1) Enhancing Access to Information - the State Library provides resources that connect with library users for access in the library, from home, at school, and in the workplace; 2) Improving Library Services - the State Library will support libraries and library staff as they adapt library services to 21st century needs while continuing to provide traditional library services; and 3) Community Engagement - the State Library and libraries will continue to support and engage with their communities through collective impact initiatives and services.
Grant Program and Office	LSTA State Grants, Office of Library Services
Agency Level Goals and Objectives	0 Multiple Goals
Performance Measures	

AWARD AMOUNTS

Funds Obligated by this Action	\$2,752,989.00
Total Outright Award Amount	\$2,752,989.00
Total Cost Share	\$1,418,206.45
Total Project Costs	\$4,171,195.45
Indirect Cost Rate	

RECIPIENT CONTACTS

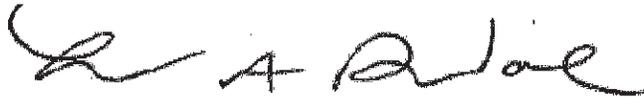
Role	Name	Affiliation
Authorizing Official	M. Meg Placke(MPlacke) mplacke@crt.la.gov	Deputy State Librarian Louisiana Dept of Culture, Recreation and Tourism
Grant Administrator	M. Meg Placke(MPlacke) mplacke@crt.la.gov	Deputy State Librarian Louisiana Dept of Culture, Recreation and Tourism
Project Director	M. Meg Placke(MPlacke) mplacke@crt.la.gov	Deputy State Librarian Louisiana Dept of Culture, Recreation and Tourism

REMARKS

1. The Institute of Museum and Library Services (IMLS) provides this grant support pursuant to 20 U.S.C. § 9101 et seq. and as identified in the grantee's Five-Year State Plan for FY 2023-2027 and any forthcoming amendments approved by IMLS.
2. The grantee must request and receive IMLS's prior approval for amendments, including new or substantial changes to the goals as documented in the State's Five-Year Plan.
3. The administration of this grant and the expenditure of grant funds are subject to applicable law, the guidance provided at the time of award, and the guidance provided in the Grants to States Program Manual. The latter document incorporates by reference the uniform administrative requirements, cost principles, and audit requirements for Federal awards promulgated by the Office of Management and Budget.

**Official Award Notification for Grants and Cooperative Agreements
Institute of Museum and Library Services**

AWARDING OFFICIAL

A handwritten signature in black ink, appearing to read 'Teresa A. DeVoe', written in a cursive style.

Teresa A. DeVoe
Associate Deputy Director, Grants to States

Agenda Item #3

Facility Planning and Control Agenda

**DIVISION OF ADMINISTRATION
Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET**

Briefing Book

FOR

September 2023

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Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 23, 2023

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

**RE: Supplemental Funds Request
Interagency Transfer
Emergency Renovations to Dormitory 3
Villa Feliciana Medical Complex
Jackson, Louisiana
Project Number 09-320-23-01, F.09000091**

Dear Chairman Zeringue:

Act 465 of 2023 appropriated \$8,000,000 via Interagency Transfer for emergency renovations at Villa Feliciana Medical Complex to the Louisiana Department of Health.

The project consists of emergency renovations to Dormitory 3 at the Villa Feliciana Medical Complex in Jackson, LA. This emergency work is necessary for the Louisiana Department of Health to efficiently and expeditiously provide additional inpatient behavioral hospital services for forensically involved individuals and to regain compliance with the Cooper/Jackson Settlement Agreement.

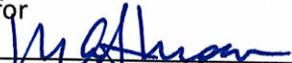
The total project cost is currently estimated at \$15,500,000 and the additional \$7,500,000 will be funded using the Louisiana Department of Health's auxiliary revenues. This request has been approved by the LDH administrative team, the Division of Administration, and Facility Planning and Control (FP&C). Facility Planning and Control is requesting authorization to receive additional interagency transfers in the amount of \$7,500,000.00 from the Louisiana Department of Health in order to proceed with this project.

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

Sincerely,


Roger E. Husser, Jr.
Director

Recommended for

Approval:  _____

Mark A. Moses
Assistant Commissioner

Approved:  _____

Jay Dardenne
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. Bobbie Hunter, Senate Fiscal Division
Ms. Debra Vivien, Senate Fiscal Division
Ms. Raynel Gascon, Senate Fiscal Division

**Backup Information
Supplemental Funds Request**

**Emergency Renovations to Dormitory 3
Villa Feliciana Medical Complex
Jackson, Louisiana
Project No.: 09-320-23-01, WBS F.09000091
State ID: S02799
Site Code: 2-19-019**

History

- A design contract is pending.
- The Program Completion submittal was received by FP&C on August 3, 2023 with a statement of probable cost of \$13,000,000.00.
- FP&C received a commitment from LDH on August 9, 2023 for additional funding to cover the increased AFC and subsequent overall budget increase.

Reasons/Justifications for JLCB Action

- It was determined that an additional \$7,500,000.00 is required in order to meet the scope of this project.
- This request for additional funds will cover the missing \$7,500,000.00 required to meet this project's scope.

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 29, 2023

The Honorable Jerome Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 80372
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request – Increase in Authority to Receive Federal Funds
Louisiana Military Department
Statewide Backlog of Maintenance and Repair (BMAR), Phase 3, and Statewide Infrastructure
Rehabilitation, Phase 3, (Statewide)
Louisiana National Guard Training Center (a.k.a. Camp Beauregard)
Pineville, Louisiana
LA Military Project Numbers: LA24-A-015 and LA24-A-016
State ID's: New Site Code: 6-40-003**

Dear Chairman Zeringue:

The Louisiana Military Department is requesting authority to receive \$32,766,000 payable from Federal Funds. This is in addition to the \$19,000,000 already approved as Payable from Federal Funds in Act 465 of 2023. No increase or adjustment to State funding is requested, as this funding is all Federal Funds, to be utilized for the following two specific projects at the Louisiana National Guard Training Center - Pineville.

The Energy Resilience and Conservation Investment Program, Generator Backup Plant project consists of improvements to the prime electrical power and essential utilities to improve utility services when responding to federal, state, and local missions and emergencies. Total funding required (all federal) is estimated at \$8,766,000.

The Collective Training Unaccompanied Housing Open Bay billet project consists of a facility to support individual and collective training, administrative, automation and communications, and logistical requirements for the LAARNG. Total funding required (all federal) is estimated at \$24,000,000

Therefore, we are requesting the Committee to approve an increase in authority to receive supplemental Federal funds in the amount of \$32,766,000. Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Roger E. Husser, Jr
Director

Recommended for
Approval: _____

Mark A. Moses
Assistant Commissioner

Approved: _____

Jay Dardenne
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. Bobbie Hunter, Senate Fiscal Division
Ms. Debra Vivien, Senate Fiscal Division
Ms. Raynel Gascon, Senate Fiscal Division

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 23, 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, Main Quad
Nicholls State University
Thibodaux, Louisiana
Project No. 01-107-05B-13; WBS F.01004255**

Dear Representative Zeringue:

An emergency project was created to repair the damage to the Main Quad buildings at Nicholls State University after nearly all campus buildings were damaged by Hurricane Ida. As part of the work was the replacement of the Shaver Gymnasium roof due to the extent of the damage caused by the storm.

Upon removal of the exiting roof, it was discovered that the existing roof deck as well as some existing structural steel below the deck were deteriorated to a point that a new roof could not be installed over it. This deterioration was not caused by Hurricane Ida, but after further examination, it was determined that these structural steel members had to be replaced for safety reasons and an additive change of \$318,210.00 is necessary to add material and labor to make the required repairs to the existing structural steel and roof deck. The designer has reviewed the detail pricing to ensure it is appropriate and has recommended this change order to FP&C.

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

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

Sincerely,

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

Recommended for
Approval: _____


Mark A. Moses
Assistant Commissioner

Approved: _____


Jay Dardenne
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. Bobbie Hunter, Senate Fiscal Division
Ms. Debra Vivien, Senate Fiscal Division
Ms. Raynel Gascon, Senate Fiscal Division

**Approval of Change Orders over \$100,000
Facility Planning and Control**

Hurricane Ida Repairs, Main Quad

Nicholls State University

Thibodaux, Louisiana

Project No.: 01-107-05B-13, F.01004255 (Main)

19-671-22-01, F.19002478 (Supplement)

State ID: Multiple

Site Code: 3-29-003

Date of Contract: January 5, 2023

Original Contract Amount: \$8,375,504.00

Contract amount increased by this change order #1: \$318,210.00

New contract sum: \$8,693,714.00

Change Order No. 1 increases the project amount to fund the replacement of steel structural members that support the existing roof deck to Shaver Gymnasium. After Hurricane Ida hit, the roof on the Gym was damaged and had to be replaced. Upon removal of the existing roof, it was discovered that existing roof deck and steel structural members that support the deck had deteriorated to the point that the new roof could not be installed over it. This deterioration was not caused by Hurricane Ida, but after further examination, it was determined that these steel members had to be replaced for safety reasons. This change order will be covered by the project contingency funds. The designer has reviewed the detail pricing to ensure it is appropriate and has recommended this change order to FP&C.

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 23, 2023
The Honorable Zeringue, Chairman
Joint Legislative Committee on the Budget
P.O. Box 44294 Capitol Station
Baton Rouge, Louisiana 70804

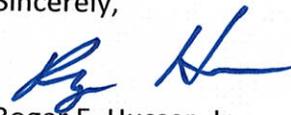
**RE: Reporting of Change Orders over \$50,000 and Under \$100,000
Facility Planning and Control**

Dear Chairman Zeringue:

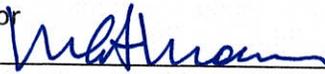
In accordance with R.S. 39:126 any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority Facility Planning & Control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

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

Sincerely,


Roger E. Husser, Jr.
Director

Recommended for

Approval: 
Mark A. Moses
Assistant Commissioner

Approved: 
Jay Dardenne
Commissioner of Administration

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

1) Mountain Bike Trail

Bogue Chitto State Park

Franklinton, Louisiana

Project No. 06-264-21-01, F.06002291

State ID No: N/A

Site Code: 2-59-025

Date of Contract: January 5, 2023

Original Contract Amount: \$774,783.00

Changes by previous change orders: \$25,000.00

Contract amount increased by change order No. 2: \$97,918

New contract sum: \$897,701.00

Change Order No. 2 Adds:

- Density and diversification of routes to the Pump Track.
- Replace existing galvanized culvert at the roadway with widening of the access road.
- Sidewalk adjustments at new Restroom facility per User agency's direction.
- Relocate 9 disc golf tee pads and grading.

This amount is covered by the project contingency.

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

2) Emergency Renovations

Cypress Dormitory

Swanson Center For Youth

Monroe, Louisiana

Project Number 08-403-04-02, F.08000145

State ID No.: S09001 Site Code: 8-37-010

Date of Contract: June 01, 2023

Original Contract Amount: \$3,565,330.00

Changes by previous change orders: \$0.00

Contract amount increased by Change Order 1: \$64,879.00 (8/08/2023)

New contract sum: \$3,630,209.00

Change Order No. 1 increases the amount of the contract by \$64,879.00 in order to provide secure light fixtures per the request of the owner. The requested Shat-R-Shield light fixtures were requested by the user agency because they felt the specified fixtures were not secure enough and more prone to vandalism. 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

3) Cemetery Expansion

Northwest Louisiana Veterans Cemetery

Keithville, Louisiana

Project No. 03-130-19-01, F.03000028

State ID No: N/A

Site Code: 7-09-086

Date of Contract: October 29, 2021

Original Contract Amount: \$3,735,000.00

Change by previous change orders:

Change Order #1 \$124,205.00

Change Order #2 \$14,662.00

Change Order #3 \$380.00

Change Order #4 \$1,607.00

Change Order #5 \$7,954.00

Contractor amount increased by **Change Order #6: \$83,195.00**

New Contract sum: **\$3,967,003.00**

Change order No. #6 increases the amount of the contract by \$83,195.00 in order to repair a section of existing underground storm drainage system that has collapsed and is causing a failure in the asphalt roadway and adjacent sidewalk. This work includes:

- Camera inspection
- Replacement of collapsed piping
- Form and pour back approximately 110 linear feet of sidewalk pavement, curb, and gutter
- Caulking of all joints in pavement
- Placement of fill dirt
- Regrade disturbed green space
- Fine grading and sodding

This amount is covered by the project contingency.

Agenda Item #4

Review and approval of
an amendment to the
contract between the
Office of Group
Benefits and Access
Health, Inc., in
accordance with the
provisions of R.S.
39:1615(J)

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

May 4, 2023

TO: David Couvillon, CEO
Office of Group Benefits
Louisiana Division of Administration

FROM: Ms. Pamela Bartfay Rice, Esq., CPPO
Assistant Director, Professional Contracts

RE: OSP Approval for JLCB
LaGov PO/Contract # 2000411251/Amendment 4
Access Health, Inc.

The above referenced amendment 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 proposed term extension, in accordance with La. R.S. 39:1615(J), please return the "Agency Memo to OSP After JLCB Approval," along with the stamped amendment from the JLCB.

The amendment will not receive final approval by OSP until all required reviews are complete and it is submitted to OSP in LaGov.

If you should have any further questions/comments, please do not hesitate to contact Pam Rice at OSP.



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS



Office of Group Benefits

**August 11, 2023 Meeting of the Joint Legislative
Committee on the Budget**

Access Health, Inc.

Capitated Primary Care Services Contract Amendment #4 Overview

Access Health, Inc.

Capitated Primary Care Services Contract Amendment #4 Overview

Contract Purpose	To provide primary health care services to OGB Plan Participants for a monthly capitation payment. The Contractor will provide a network of primary health care providers.
Eligible Participants	Active and retired enrollees (and their covered dependents) of the following OGB self-funded health plans: Magnolia Local Plus, Magnolia Local, Magnolia Open Access, and Pelican HRA1000.
Eligible Participant Count as of 8/01/2023	196,971
Contract Start Date	7/01/2019
Contract End Date	12/31/2023
Contract End Date After Amendment Approval	6/30/2024
Renewable Options in Current Contract	Two 12-month Periods
Renewable Options Already Exercised	One 18-month Period
Renewable Options After Amendment Approval	One 6-month Period remaining, which is exercised by this Amendment
Procurement Method	Request for Proposal
Contract Maximum Payable Amount	\$102,732,478.80
Contract Maximum Payable Amount After Amendment Approval	\$109,769,308.80
Monthly Fees	\$1,172,805.00, Payable to Vendor (no change from current contract terms)
States in which Access Health Operates	Louisiana, Alabama, Mississippi, Texas
Number of Access Health Clinics	120 (101 within the state of Louisiana)

Other changes to be enacted by this Contract Amendment:

- Modification of the Notice provision of the Contract to include email as an acceptable means of Notice.
- Change to the Performance Guarantees Measurement Period for Contract Year 5, from July 1, 2023 – December 31, 2023 to July 1, 2023 – June 30, 2024.

Amendment to Contract Between

**State of Louisiana
Office of Group Benefits (OGB)**

And

**Access Health, Inc.
1325 Barksdale Boulevard, Suite 300
Bossier City, LA 71111**

CHANGE FROM:

3.1 TERM OF CONTRACT

The term of the Contract shall begin on July 1, 2019, and is anticipated to end on June 30, 2022. With all proper approvals authorized by law, including prior approval by the Joint Legislative Committee on the Budget (JLCB), and concurrence of the Contractor, OGB may also exercise an options to extend the term of the Contract for no more than one (1) eighteen (18) month period. However, the option cannot be exercised unless OGB and the Contractor agree on the administrative fee or OGB Payment Terms_for the option-in question. Written evidence of JLCB and other required approvals shall be submitted, along with the Contract Amendment, to the Office of State Procurement (OSP) to extend the Contract term. The total Contract term shall not exceed fifty-four (54). The continuation of this Contract is contingent upon the appropriation of funds by the Legislature to fulfill the requirements of the Contract.

At this time, OGB is exercising the one (1) eighteen (18) month option, to extend the initial term of the Contract for eighteen (18) months, from July 1, 2022 through December 31, 2023, at the same terms and conditions except as provided herein.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

CHANGE TO:

3.1 TERM OF CONTRACT

The term of the Contract shall begin on July 1, 2019, and is anticipated to end on June 30, 2022. With all proper approvals authorized by law, including prior approval by the Joint

Legislative Committee on the Budget (JLCB), and concurrence of the Contractor, OGB may also exercise ~~an~~ options to extend the term of the Contract for no more than one (1) eighteen (18) month period and one (1) six (6) month period. Written evidence of JLCB and other required approvals shall be submitted, along with the Contract Amendment, to the Office of State Procurement (OSP) to extend the Contract term. The total Contract term shall not exceed sixty (60) months. The continuation of this Contract is contingent upon the appropriation of funds by the Legislature to fulfill the requirements of the Contract.

~~At this time, OGB is exercised~~ one (1) eighteen (18) option to extend the initial term of the Contract, from July 1, 2022 through December 31, 2023, at the same terms and conditions except as provided herein.

At this time, OGB is exercising the one remaining option to extend the term of the Contract for six (6) months, from January 1, 2024 through June 30, 2024, at the same terms and conditions except as provided herein.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

CHANGE FROM:

3.4 PAYMENT TERMS

a. OGB Payment Terms

In consideration of the services required by this Contract, OGB hereby agrees to pay Contractor as follows:

- From July 1, 2019 -June 30, 2020 ("Year 1"), OGB will pay an administrative fee of \$29.21 per Primary Plan Participant per month. Monthly eligibility counts shall be determined based on OGB eligibility counts as of the first of each month.
- From July 1, 2020 – November 30, 2020 ("Partial Year 2.1"), OGB will pay an administrative fee of \$29.21 per Primary Plan Participant per month. Monthly eligibility counts shall be determined based on OGB eligibility counts as of the first of each month.
- From December 1, 2020 through June 30, 2021 ("Partial Year 2.2"), OGB will not pay any administrative fees to Contractor for services provided during the seven months of December 2020 through June 2021. Contractor will continue to provide services as delineated in the Contract during these months.
- From July 1, 2021 – June 30, 2022, (hereinafter sometimes referred to as "Year 3"), OGB will pay Contractor twelve (12) monthly installments of Two Million Dollars (\$2,000,000.00) each, amounting to Twenty-Four Million Dollars (\$24,000,000.00) in the aggregate. No other administrative fees shall be paid.
 - o For payments during the third year, Contractor will invoice OGB monthly for payment of services rendered within five (5) business days after the end of each

month. OGB shall render payment within five (5) business days of receipt of the invoice.

- From July 1, 2022 - December 31, 2023, (hereinafter sometimes referred to as "Year 4 and Year 5"), OGB will pay Contractor no more than Twenty-One Million, One Hundred Ten Thousand, Four Hundred Ninety-Six Dollars and No Cents (\$21,110,496.00). This amount will be paid monthly in eighteen (18) installments of One Million, One Hundred Seventy-Two Thousand, Eight Hundred Five Dollars and No Cents (\$ 1,172,805. 00). For payments during Contract Years 4 and 5, Contractor will invoice OGB monthly within five (5) business days after the end of each month for payment of services rendered. OGB shall render payment within five (5) business days of receipt of the invoice.
- OGB will pay Contractor a maximum fee of One Hundred Two Million, Seven Hundred Thirty-Two Thousand, Four Hundred Seventy-Eight Dollars and Eighty Cents (\$102,732,478.80) for work performed during the initial thirty-six (36) months of the Contract and the eighteen (18) month extension. This fee is inclusive of travel and all Contract-related expenses. The maximum fee of \$102,732,478.80 will be paid as detailed below:
 - o For Year 1, OGB will pay Contractor no more than Forty Million, Seven Hundred Forty-Four Thousand, Nine Hundred Seventy Dollars and Fifty-Eight Cents (\$40,744,970.58).
 - o For Year 2, OGB will pay Contractor no more than Sixteen Million Eight Hundred Seventy-Seven Thousand, Twelve Dollars and Twenty-Two Cents (\$16,877,012.22)
 - o For Year 3, OGB will pay Contractor no more than Twenty-Four Million Dollars (\$24,000,000).
 - o For Years 4 and 5, OGB will pay Contractor no more than Twenty-One Million, One Hundred Ten Thousand, Four Hundred Ninety-Six Dollars and No Cents (\$21,110,496.00).

Payments are predicated upon successful completion by Contractor and written approval by OGB of the described scope of services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OGB on banking or State holidays.

b. Contractor Payment Terms -Settlement Amount

Contractor shall pay OGB Thirty-Six Million, Four Hundred Eighty-Seven Thousand, Two Hundred Fifty-Five Dollars (\$36,487,255.00) ("Settlement Amount") in full and final satisfaction of the Contract's Return on Investment (ROI) Performance Guarantee, Provider Visit Wait Time Performance Guarantee, and the Overall Primary Plan Participant Satisfaction Survey Guarantee for the first two years of the Contract (July 1, 2019 -June 30, 2021). OGB acknowledges that payment of the Settlement Amount is being made

in connection with the compromise of disputed claims, and that the Settlement Amount and this Amendment should not be construed as an acknowledgment or admission of liability.

The Settlement Amount described above will be paid in five (5) installments of Seven Million, Two Hundred Ninety-Seven Thousand, and Four Hundred Fifty-One Dollars (\$7,297,451.00) each. The first such installment will be paid on July 15, 2021; the four remaining installments will be paid in three-month intervals on October 15, 2021, January 15, 2022, April 15, 2022, and July 15, 2022.

The Limited Guarantors shall guarantee payment of the Settlement Amount described above as well as any other amounts due to OGB under the terms of this Contract.

c. Contractor Release

In consideration of and upon full payment of the Settlement Amount, OGB releases Contractor, PCS, Blue Cross and Blue Shield of Alabama, and all of Contractor's agents, representatives, assignees, predecessors, successors-in-interest, heirs, and beneficiaries, all of whom shall be deemed intended third-party beneficiaries of this release, of and from any and all manner of actions, suits, debts, sums of money, accounts, reckonings, controversies, promises, damages, and claims that relate to or arise out of the ROI Performance Guarantee, the Provider Visit Wait Time Performance Guarantee, or the Overall Primary Plan Participant Satisfaction Survey Guarantee for year one and year two of the Contract (July 1, 2019 June 30, 2021).

CHANGE TO:

3.4 PAYMENT TERMS

a. OGB Payment Terms

In consideration of the services required by this Contract, OGB hereby agrees to pay Contractor as follows:

- From July 1, 2019 -June 30, 2020 ("Year 1"), OGB will pay an administrative fee of \$29.21 per Primary Plan Participant per month. Monthly eligibility counts shall be determined based on OGB eligibility counts as of the first of each month.
- From July 1, 2020 -- November 30, 2020 ("Partial Year 2.1"), OGB will pay an administrative fee of \$29.21 per Primary Plan Participant per month. Monthly eligibility counts shall be determined based on OGB eligibility counts as of the first of each month.
- From December 1, 2020 through June 30, 2021 ("Partial Year 2.2"), OGB will not pay any administrative fees to Contractor for services provided during the seven months of December 2020 through June 2021. Contractor will

- continue to provide services as delineated in the Contract during these months.
- From July 1, 2021 – June 30, 2022, (hereinafter sometimes referred to as "Year 3"), OGB will pay Contractor twelve (12) monthly installments of Two Million Dollars (\$2,000,000.00) each, amounting to Twenty-Four Million Dollars (\$24,000,000.00) in the aggregate. No other administrative fees shall be paid.
 - o For payments during the third year, Contractor will invoice OGB monthly for payment of services rendered within five (5) business days after the end of each month. OGB shall render payment within five (5) business days of receipt of the invoice.
 - From July 1, 2022 – ~~December 31, 2023~~, June 30, 2024, (hereinafter sometimes referred to as "Year 4 and Year 5"), OGB will pay Contractor no more than ~~Twenty One Million, One Hundred Ten Thousand Four Hundred Ninety-Six Dollars and No Cents (\$21,110,496.00)~~. Twenty-Eight Million, One Hundred Forty-Seven Thousand, Three Hundred Twenty-Six Dollars and No Cents (\$28,147,326.00) This amount will be paid monthly in ~~eighteen (18)~~ Twenty-Four (24) installments of One Million, One Hundred Seventy-Two Thousand, Eight Hundred Five Dollars and No Cents (\$ 1,172,805.00).
 - For payments during Contract Years 4 and 5, Contractor will invoice OGB monthly within five (5) business days after the end of each month for payment of services rendered. OGB shall render payment within five (5) business days of receipt of the invoice.
 - OGB will pay Contractor a maximum fee of ~~One Hundred Two Million, Seven Hundred Thirty-Two Thousand, Four Hundred Seventy-Eight Dollars and Eighty Cents (\$102,732,478.80)~~. One Hundred Nine Million, Seven Hundred and Sixty-Nine Thousand, Three Hundred Eight Dollars and Eighty Cents (\$109,769,308.80) for work performed during the initial thirty-six (36) months of the Contract and the ~~eighteen (18)~~ twenty-four (24) month extension. This fee is inclusive of travel and all Contract-related expenses. The maximum fee of ~~\$102,732,478.80~~ (\$109,769,308.80) will be paid as detailed below:
 - o For Year 1, OGB will pay Contractor no more than Forty Million, Seven Hundred Forty-Four Thousand, Nine Hundred Seventy Dollars and Fifty-Eight Cents (\$40,744,970.58).
 - o For Year 2, OGB will pay Contractor no more than Sixteen Million Eight Hundred Seventy-Seven Thousand, Twelve Dollars and Twenty-Two Cents (\$16,877,012.22)
 - o For Year 3, OGB will pay Contractor no more than Twenty-Four Million Dollars (\$24,000,000).
 - o For Years 4 and 5, OGB will pay Contractor no more than ~~Twenty One Million, One Hundred Ten Thousand, Four Hundred Ninety-Six Dollars and No Cents (\$21,110,496.00)~~. Twenty-Eight Million, One Hundred Forty-Seven Thousand, Three Hundred Twenty-Six Dollars and No Cents (\$28,147,326.00).

Payments are predicated upon successful completion by Contractor and written approval by OGB of the described scope of services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OGB on banking or State holidays.

b. Contractor Payment Terms -Settlement Amount

Contractor ~~has paid shall pay~~ OGB Thirty-Six Million, Four Hundred Eighty-Seven Thousand, Two Hundred Fifty-Five Dollars (\$36,487,255.00) ("Settlement Amount") in full and final satisfaction of the Contract's Return on Investment (ROI) Performance Guarantee, Provider Visit Wait Time Performance Guarantee, and the Overall Primary Plan Participant Satisfaction Survey Guarantee for the first two years of the Contract (July 1, 2019 -June 30, 2021). OGB acknowledges that payment of the Settlement Amount ~~is being-was~~ made in connection with the compromise of disputed claims, and that the Settlement Amount and this Amendment should not be construed as an acknowledgment or admission of liability.

The Settlement Amount described above ~~will be~~ has been paid in five (5) installments of Seven Million, Two Hundred Ninety-Seven Thousand, and Four Hundred Fifty-One Dollars (\$7,297,451.00) each. The first such installment ~~will be-was~~ paid on July 15, 2021; the four remaining installments ~~will be~~ were paid in three-month intervals on October 15, 2021, January 15, 2022, April 15, 2022, and July 15, 2022.

The Limited Guarantors shall guarantee payment of the ~~Settlement Amount described above as well as any other~~ amounts due to OGB under the terms of this Contract.

c. Contractor Release

In consideration of and upon full payment of the Settlement Amount, OGB releases Contractor, PCS, Blue Cross and Blue Shield of Alabama, and all of Contractor's agents, representatives, assignees, predecessors, successors-in-interest, heirs, and beneficiaries, all of whom shall be deemed intended third-party beneficiaries of this release, of and from any and all manner of actions, suits, debts, sums of money, accounts, reckonings, controversies, promises, damages, and claims that relate to or arise out of the ROI Performance Guarantee, the Provider Visit Wait Time Performance Guarantee, or the Overall Primary Plan Participant Satisfaction Survey Guarantee for year one and year two of the Contract (July 1, 2019 -June 30, 2021).

CHANGE FROM:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on an OGB-specific basis. The Overall Primary Plan Participant Satisfaction Survey guarantee of two (2%) percent of annual contracted cost, and the Provider Visit Wait Time guarantee of five (5%) percent of the annual contracted cost will remain at risk for Years Three, Four and Five of the Contract. The Contractor will be subject to per day fees for the Independent Assurance Reporting performance guarantees. The Overall Primary Plan Participant Satisfaction Survey guarantee and the Provider Visit Wait Time guarantee must be reconciled on a Measurement Period basis. The Overall Primary Plan Participant Satisfaction Survey guarantee, Provider Visit Wait Time guarantee, and Independent Assurance Reporting guarantee owed to OGB shall be paid within ninety (90) days after the end of each Measurement Period. The amount owed for the Return on Investment Performance Guarantee, the Provider Visit Wait Time Performance Guarantee, and the Overall Primary Plan Participant Satisfaction Survey Guarantee for the first two years of the Contract will be paid in accordance with Section 3.4(b), Contractor Payment Terms, as amended above. Any payment owed OGB for the Year 3 Actual Annual Cost Savings Performance Guarantee will be paid within ninety (90) days of receipt of notice from OGB of the amount owed. Any payment owed OGB for the Actual Cost Savings Performance Guarantee for Year 4 and/or Year 5 shall be paid within ninety (90) days of receipt of notice from OGB of the amount owed.

Audit: OGB reserves the right to audit performance guarantee reports on an annual Measurement Period basis. A third party may be utilized to perform this audit.

Measurement Periods: The first period to be measured shall be July 1, 2019, through June 30, 2020. The second period to be measured shall be for Contract year July 1, 2020 through June 30, 2021, and the third period to be measured shall be for Contract year July 1, 2021 through June 30, 2022. The fourth Measurement Period will be July 1, 2022 through June 30, 2023 ("Contract Year 4" or "Year 4"). The fifth Measurement Period will be July 1, 2023 to December 31, 2023 ("Contract Year 5" or "Year 5").

CHANGE TO:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on an OGB-specific basis. The Overall Primary Plan Participant Satisfaction Survey guarantee of two (2%) percent of annual contracted cost, and the Provider Visit Wait Time guarantee of five (5%) percent of the annual contracted cost will remain at risk for Years Three, Four and Five of the Contract. The Contractor will be subject to per day fees for the Independent Assurance Reporting performance guarantees. The Overall Primary Plan Participant Satisfaction Survey guarantee and the Provider Visit Wait Time guarantee must be reconciled on a Measurement Period basis. The Overall Primary Plan Participant Satisfaction Survey guarantee, Provider Visit Wait Time guarantee, and Independent Assurance Reporting guarantee owed to OGB shall be paid within ninety (90) days after the end of each Measurement Period. The amount owed for the Return on Investment Performance Guarantee, the Provider Visit Wait Time Performance Guarantee, and the

Overall Primary Plan Participant Satisfaction Survey Guarantee for the first two years of the Contract will be paid in accordance with Section 3.4(b), Contractor Payment Terms, as amended above. Any payment owed OGB for the Year 3 Actual Annual Cost Savings Performance Guarantee will be paid within ninety (90) days of receipt of notice from OGB of the amount owed. Any payment owed OGB for the Actual Cost Savings Performance Guarantee for Year 4 and/or Year 5 shall be paid within ninety (90) days of receipt of notice from OGB of the amount owed.

Audit: OGB reserves the right to audit performance guarantee reports on an annual Measurement Period basis. A third party may be utilized to perform this audit.

Measurement Periods: The first period to be measured shall be July 1, 2019, through June 30, 2020. The second period to be measured shall be for Contract year July 1, 2020 through June 30, 2021, and the third period to be measured shall be for Contract year July 1, 2021 through June 30, 2022. The fourth Measurement Period will be July 1, 2022 through June 30, 2023 ("Contract Year 4" or "Year 4"). The fifth Measurement Period will be July 1, 2023 to ~~December~~ June 30, 2024 ("Contract Year 5" or "Year 5").

CHANGE FROM:

20. NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Access Health, Inc.: Nicola Sumpter, CFO
Access Health, Inc.
1325 Barksdale Boulevard, Suite 300
Bossier City, Louisiana 71111

To OGB: David W. Couvillon,
CEO Office of Group
Benefits Post Office
Box 44036 Baton
Rouge, LA 70804

Or

David W. Couvillon, CEO
Office of Group Benefits

1201 N. 3rd Street, Suite G-
159 Baton Rouge, LA
70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE TO:

20. NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery OGB; (ii) an email to the email addresses below; or, (iii) registered or certified mail return receipt requested, and addressed as follows:

To Access Health, Inc.: Nicola Sumpter, CFO
Access Health, Inc.
1325 Barksdale Boulevard, Suite 300
Bossier City, Louisiana 71111

Or Via Email

Nicola Sumpter
nsumpter@access2dayhealth.com

To OGB: David W. Couvillon,
CEO Office of Group
Benefits Post Office Box
44036 Baton Rouge, LA
70804

Or Via Email

David.Couvillon@la.gov and Melissa.Mayers@la.gov

Or Via Hand Delivery:

David W. Couvillon, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-
159 Baton Rouge, LA
70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE FROM

1.2 PERFORMANCE GUARANTEES

The table below shows the performance guarantees against which the Contractor's performance will be measured.

Performance Guarantee	Fees at Risk	Measurement
Return on Investment Guarantee, Provider Visit Wait Time Performance Guarantee, and Overall Primary Plan Participant Satisfaction Survey for Contract Years 1 and 2 have been resolved, and the Settlement Amount is to be paid in accordance with Contract Section 3.4(b), Contractor Payment Terms.		
Year 3 Actual Annual Cost Savings Performance Guarantee	OGB's Year 3 Payments (\$24,000,000.00) will be equal to or less than OGB's Actual Annual Cost Savings as a result of the Contract.	Contractor will guarantee that OGB's Year 3 Payments (\$24,000,000.00) will be equal to or less than OGB's Actual Annual Cost Savings as a result of the Contract ("Year 3 Actual Annual Cost Savings Performance Guarantee"). The amount of Actual Annual Cost Savings in Year 3 will be calculated by OGB or its authorized representative. OGB will compare the amount OGB paid to Contractor for the services to the amount that OGB would have paid had there been no Contract. The following formula will be used in calculating the Year 3 Actual Annual Cost Savings Performance Guarantee: <ul style="list-style-type: none"> • 13% of the visits to Contractor during Year 3 had the effect of preventing an ER visit; <ul style="list-style-type: none"> ○ Each prevented ER visit would have cost OGB One

		<p>Thousand, Two Hundred Dollars (\$1,200.00);</p> <ul style="list-style-type: none"> • 87% of the visits to Contractor during Year 3 had the effect of preventing a doctor's office or urgent care visit; <ul style="list-style-type: none"> ○ Each prevented doctor's office or urgent care visit would have cost OGB One Hundred Fifteen Dollars (\$115.00).
Year 3, Year 4, and Year 5 Provider Visit Wait Time	5% of annual fees	At least ninety-seven percent (97%) of plan participants must be seen by the network provider in thirty (30) minutes or less from their check-in time, whether the provider visit is on a walk-in or appointment basis.
Year 3, Year 4, and Year 5 Overall Primary Plan Participant Satisfaction Survey	2% of annual fees	Satisfaction rate must be 85% or greater.
Year 4 and Year 5 Actual Cost Savings Performance Guarantee	<p>For Contract Years 4 and 5, Contractor guarantees that OGB's Year 4 and 5 Payments will be equal to or less than the amount OGB "avoids" paying as a result of the Contract.</p>	<p>The amount of "avoided" payments in Years 4 and 5 will be calculated by OGB. The amount will be based on the amount that OGB would have paid had there been no Contract. The following will be used in calculating the Actual Cost Savings Performance Guarantee:</p> <ul style="list-style-type: none"> • 4% of the visits to Contractor during Years 4 and 5 had the effect of avoiding an ER visit; <ul style="list-style-type: none"> ○ Each avoided ER visit would have cost OGB One Thousand, Seventy-One Dollars and No Cents (\$1,071.00); • 96% of the visits to Contractor during Years 4 and 5 had the effect of avoiding a doctor's office or urgent care visit; <ul style="list-style-type: none"> ○ Each avoided doctor's office or urgent care visit would have cost OGB Ninety-Five

		Dollars and No Cents (\$95.00).
Independent Reporting	Assurance \$1,000 per day	Submit annual Independent Assurance Report as provided in Section 19 of the Contract, no later than September 30 of each Contract year.

The Provider Visit Wait Time and Overall Primary Plan Participant Satisfaction Survey performance guarantees must be reconciled on an annual basis for Year 3 and on a Measurement Period basis for Year 4 and Year 5. Any Provider Visit Wait Time and Overall Primary Plan Participant Satisfaction Survey performance guarantees owed to OGB shall be paid within ninety (90) days after the end of said Measurement Period. The Return on Investment Performance Guarantee, Provider Visit Wait Time Performance Guarantee, and the Overall Primary Plan Participant Satisfaction Survey Guarantee for Years 1 and 2 have been resolved and the Settlement Amount will be paid in accordance with Contract Section 3.4(b), Contractor Payment Terms, as amended. The Year 3 Actual Annual Cost Savings Performance Guarantee, and the Actual Cost Savings Performance Guarantee for Year 4 and Year 5 will be paid in accordance with Contract Section 3.6, as amended.

Audit: OGB reserves the right to audit performance guarantee reports on a Measurement Period basis. A third party may be utilized to perform this audit.

Measurement Periods: The first period to be measured shall be July 1, 2019, through June 30, 2020. The second period to be measured shall ~~will~~ be for Contract year July 1, 2020 through June 30, 2021, and the third period to be measured shall ~~will~~ be for Contract year July 1, 2021 through June 30, 2022. The fourth Measurement Period will be July 1, 2022 through June 30, 2023 (“Contract Year 4” or “Year 4”). The fifth Measurement Period will be July 1, 2023 to December 31, 2023 (“Contract Year 5” or “Year 5”).

CHANGE TO:

1.2 PERFORMANCE GUARANTEES

The table below shows the performance guarantees against which the Contractor’s performance will be measured.

Performance Guarantee	Fees at Risk	Measurement
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<p>Return on Investment Guarantee, Provider Visit Wait Time Performance Guarantee, and Overall Primary Plan Participant Satisfaction Survey for Contract Years 1 and 2 have been resolved, and the Settlement Amount is to be paid in accordance with Contract Section 3.4(b), Contractor Payment Terms.</p>		
<p>Year 3 Actual Annual Cost Savings Performance Guarantee</p>	<p>OGB's Year 3 Payments (\$24,000,000.00) will be equal to or less than OGB's Actual Annual Cost Savings as a result of the Contract.</p>	<p>Contractor will guarantee that OGB's Year 3 Payments (\$24,000,000.00) will be equal to or less than OGB's Actual Annual Cost Savings as a result of the Contract ("Year 3 Actual Annual Cost Savings Performance Guarantee"). The amount of Actual Annual Cost Savings in Year 3 will be calculated by OGB or its authorized representative. OGB will compare the amount OGB paid to Contractor for the services to the amount that OGB would have paid had there been no Contract. The following formula will be used in calculating the Year 3 Actual Annual Cost Savings Performance Guarantee:</p> <ul style="list-style-type: none"> • 13% of the visits to Contractor during Year 3 had the effect of preventing an ER visit; <ul style="list-style-type: none"> ○ Each prevented ER visit would have cost OGB One Thousand, Two Hundred Dollars (\$1,200.00); • 87% of the visits to Contractor during Year 3 had the effect of preventing a doctor's office or urgent care visit; <ul style="list-style-type: none"> ○ Each prevented doctor's office or urgent care visit would have cost OGB One Hundred Fifteen Dollars (\$115.00).

Year 3, Year 4, and Year 5 Provider Visit Wait Time	5% of annual fees	At least ninety-seven percent (97%) of plan participants must be seen by the network provider in thirty (30) minutes or less from their check-in time, whether the provider visit is on a walk-in or appointment basis.
Year 3, Year 4, and Year 5 Overall Primary Plan Participant Satisfaction Survey	2% of annual fees	Satisfaction rate must be 85% or greater.
Year 4 and Year 5 Actual Cost Savings Performance Guarantee	For Contract Years 4 and 5, Contractor guarantees that OGB's Year 4 and 5 Payments will be equal to or less than the amount OGB "avoids" paying as a result of the Contract.	<p>The amount of "avoided" payments in Years 4 and 5 will be calculated by OGB. The amount will be based on the amount that OGB would have paid had there been no Contract. The following will be used in calculating the Actual Cost Savings Performance Guarantee:</p> <ul style="list-style-type: none"> • 4% of the visits to Contractor during Years 4 and 5 had the effect of avoiding an ER visit; <ul style="list-style-type: none"> ○ Each avoided ER visit would have cost OGB One Thousand, Seventy-One Dollars and No Cents (\$1,071.00); • 96% of the visits to Contractor during Years 4 and 5 had the effect of avoiding a doctor's office or urgent care visit; <ul style="list-style-type: none"> ○ Each avoided doctor's office or urgent care visit would have cost OGB Ninety-Five Dollars and No Cents (\$95.00).
Independent Assurance Reporting	\$1,000 per day	Submit annual Independent Assurance Report as provided in Section 19 of the Contract, no later than September 30 of each Contract year.

The Provider Visit Wait Time and Overall Primary Plan Participant Satisfaction Survey performance guarantees must be reconciled on an annual basis for Year 3 and on a Measurement Period basis for Year 4 and Year 5. Any Provider Visit Wait Time and Overall Primary Plan Participant Satisfaction Survey performance guarantees owed to OGB shall be

paid within ninety (90) days after the end of said Measurement Period. The Return on Investment Performance Guarantee, Provider Visit Wait Time Performance Guarantee, and the Overall Primary Plan Participant Satisfaction Survey Guarantee for Years 1 and 2 have been resolved and the Settlement Amount will be paid in accordance with Contract Section 3.4(b), Contractor Payment Terms, as amended. The Year 3 Actual Annual Cost Savings Performance Guarantee, and the Actual Cost Savings Performance Guarantee for Year 4 and Year 5 will be paid in accordance with Contract Section 3.6, as amended.

Audit: OGB reserves the right to audit performance guarantee reports on a Measurement Period basis. A third party may be utilized to perform this audit.

Measurement Periods: The first period to be measured shall be July 1, 2019, through June 30, 2020. The second period to be measured shall be for Contract year July 1, 2020 through June 30, 2021, and the third period to be measured shall be for Contract year July 1, 2021 through June 30, 2022. The fourth Measurement Period will be July 1, 2022 through June 30, 2023 (“Contract Year 4” or “Year 4”). The fifth Measurement Period will be July 1, 2023 to ~~December 31, 2023~~ June 30, 2024 (“Contract Year 5” or “Year 5”).

NOTE:

Effective Date of Amendment: 1/1/2024

Justification for Amendment:

This Amendment:

- 1) Extends the term of the contract by six (6) months to June 30, 2024
- 2) Retains the administrative fee of \$1,172,805.00 per month from January 1, 2024 through June 30, 2024.
- 3) Changes the maximum amount paid by OGB for the entire Contract term (sixty months) to \$109,769,314.00.
- 4) Modifies the Notice provision of the Contract to include email as an acceptable means of Notice.
- 5) Changes the Measurement Period for Contract Year 5 or Year 5 from July 1, 2023 – December 31, 2023 to July 1, 2023 – June 30, 2024.
- 6) Modifies the Actual Cost Savings Performance Guarantee from July 1, 2023 to December 31, 2023 to July 1, 2023 through June 30, 2024, and retains the methodology for determining this calculation.

No Amendment shall be valid until it has been executed by all parties and approved by the appropriate legislative oversight committees and the Office of State Procurement, Division of Administration.

All provisions of the existing Contract except as modified herein shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matter of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains all revised terms and conditions agreed upon by contracting parties.

IN WITNESS WHEREOF, this Amendment is signed and entered into on the date(s) included below.

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

ACCESS HEALTH, INC.

BY: *David W. Couvillon*

BY: *Nicola Sumpter*

NAME: David W. Couvillon

NAME: Nicola Sumpter

TITLE: Chief Executive Officer

TITLE: CEO

DATE: 4/10/23

DATE: 4-5-2023

GUARANTORS

PREFERRED CARE SERVICES, INC.

BLUE CROSSBLUE SHIELD-ALABAMA

BY: *Michael Patterson*

BY: *Michael Patterson*

NAME: Michael Patterson

NAME: Michael Patterson

TITLE: Board Member

TITLE: Chief Administrative Officer

DATE: 4-5-2023

DATE: 4-5-2023

Agenda Item #5

Review and approval of
an amendment to the
contract between the
University of Louisiana
at Monroe and Affinity
Health Group, LLC, in
accordance with the
provisions of R.S.
39:1615(J)



Agency Memo to OSP re JLCB pre-approval

July 10, 2023

TO: Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Office of State Procurement

FROM: University of Louisiana at Monroe
Cheri Perkins, Director of Purchasing
on behalf of Dr. Valerie Fields, VP of Student Affairs

RE: Request for Pre-approval by OSP for JLCB
LaGov PO/Contract # 4400020793 (Transmittal# 21797)

The following draft amendment is submitted for review and pre-approval prior to submission to JLCB in accordance with R.S. 39:1615(J). The agency is submitting for consideration at the meeting scheduled for August 11, 2023.

Agency Name	University of Louisiana at Monroe
Contractor Name	Affinity Health Group, LLC
LaGov PO/Contract#	4400020793
Proact #	21797
Contract Description	Yr4 Renewal of ULM Student Health Clinic Services
Contract Start Date	10/04/2023
Contract End Date	10/03/2024 (with 1 add'l Y5 renewal if JLCB approves)
Amendment #	3
Description of Proposed Amendment	Yr4 Renewal of ULM Student Health Clinic Services
Proposed End Date	10/03/2024 (with 1 add'l Y5 renewal if JLCB approves)
Current Contract Amount	\$670,000
Contract Amount After Proposed Amendment	\$920,000 (then \$1,185,000, if JLCB approves add'l Y5)

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call (318) 342-5210 or email perkins@ulm.edu.



July 10, 2023

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

Dear Ms. Rice:

The following contract is being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes 39:1623 et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency – The University of Louisiana at Monroe

Contractor – Affinity Health Group

This Contract – ProAct Transmittal #4400020793 - \$670,000 (Years 1-3)

Initial term was \$210,000 for Year One; Year Two: \$225,000; Year Three: \$235,000;

Amount for this Amendment (if JLCB approves - **Year Four \$250,000;**

(Optional Remaining Renewals with JLCB approval: Year Five: \$265,000.)

Previous Contract - ProAct Transmittal #8348- \$175,000

Upon approval of said contract(s) please return to:

Cheri Perkins, Purchasing Department, Coenen Hall 116, 700 University Ave., Monroe, LA 71209.

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call 318/342-5210.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cheri Perkins'.

Cheri Perkins

Director of Purchasing

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department /Agency Name

**Amendment
Number**

AND

Contractor's Name:

Contractor's address, zip code, telephone number and vendor number

Contract Number

Effective date:

**Previous contract
amount:**

**Revised contract
amount:**

Change Contract From:

Change Contract To:

Justification for amendment

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)

Contractor's Title (Print)

STATE OF LOUISIANA (Department /Agency) SIGNATURE

DATE

Agency's Name (Print)

Agency's Title (Print)

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)**

Date: 7/10/2023 Dept/Budget Unit/Program #: 316500-310075-705700
 Dept/Agency/Program Name: University of Louisiana Monroe-VP Student Affairs Purchase Order/Contract #: 4400020793
 Agency/Program BA-22 #: R0026831 Agency/Program Contract #: P0029067

Fiscal Year for this BA-22: 2023-2024 BA-22 Start/End Dates: 10/04/23 10/03/24
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): yes If "Yes", provide contract dates:
10/04/20 10/03/24
(Start Date) (End Date)

Affinity Health Group 26-1517214((30023494)
(Contractor/Vendor Name) (Contractor/Vendor No.)

Vendor to provide ULM Campus Health Care Services (\$250,000:year 4). The agreement has the option to renew for a subsequent year
(Provide a statement of "Services Provided")
 at the rate as outlined in the agreement.

Contract Amendment (Yes/No): yes Amendment Start/End Dates: 10/04/23 10/03/24
(Start Date) (End Date)

Contract Cancellation (Yes/No): _____ Date of Cancellation: _____

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$0.00	%	\$0.00	0%
Interagency Transfers	\$0.00	%	\$0.00	0%
Fees and Self Gen.	\$250,000.00	%	\$920,000.00	100%
Statutory Dedication	\$0.00	%	\$0.00	0%
Federal	\$0.00	%	\$0.00	0%
TOTALS	\$250,000.00	%	\$920,000.00	100%

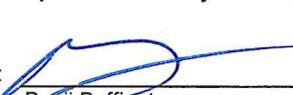
*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) _____

If not, explain. _____

This information is to be provided at the Agency/Program Level	
Name of GL /Category:	Consulting
GL/Category Number:	705700
Amount Budgeted:	\$250,000.00
Amount Previously Obligated:	\$0.00
Amount this BA-22:	\$250,000.00
Balance:	\$0.00

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact:  Name: Cheri Perkins
 Title: Director of Purchasing
 Phone: 318/342-5210
 Reviewed/Approved By:  Name: Benji Buffington
 Title: Budget Officer
 Phone: 318/342-1960

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT



Vice President for Student Affairs

University Library Suite 612 | 700 University Avenue | Monroe, LA 71209-1050
P 318.342.5215 | F 318.342.5250 | ulm.edu/studentaffairs

April 24, 2023

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
Office of State Procurement
P O Box 94095
Baton Rouge, LA 70804-9095

RE: Justification for Year-to-Year Contract

Dear Ms. Rice:

Please consider this justification for the Department of Student Affairs to enter into a year-to-year contract with Affinity Health Group, LLC. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

Affinity Health Group, LLC was awarded a contract via RFP #50006-055 for the provision of student health care services at the University of Louisiana Monroe. The University needs continuing services for an additional year, and Affinity has agreed to provide those services in accordance with the agreement between the parties.

The estimated requirements covering the period of the contract are reasonably firm and continuing and such a contract will serve the best interests of the State by encouraging effective competition or otherwise promoting economies in state procurement.

If further information is needed, please call 318-342-5215.

Sincerely,

A handwritten signature in black ink, appearing to read 'Valerie S. Fields'.

Dr. Valerie S. Fields
Vice President for Student Affairs
Fields@ulm.edu

#TAKEFLIGHT



Vice President for Student Affairs

University Library Suite 612 | 700 University Avenue | Monroe, LA 71209-1050
P 318.342.5215 | F 318.342.5250 | ulm.edu/studentaffairs

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

April 24, 2023

Dear Ms. Rice:

In reference to the enclosed contract, pursuant to **La. R.S. 39:1623**, we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis;
2. The services are not available as a product of a prior or existing professional, personal, consulting, or social services contract;
3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes Title 39:1595(B) have been complied with.
4. The **Department of Vice President for Student Affairs** has developed and fully intends to implement a written plan providing for:
 - o a. The assignment of **Dr. Wendy Bailes, Director and Associate Professor, Kitty DeGree School of Nursing** to a monitoring and liaison function; **and**
 - o b. The periodic review of interim reports or other indicia of performance to date; **and**
 - o c. The ultimate use of the final product of the services.
5. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and long-term analysis and is available for review.
6. The cost basis for the proposed contract is justified and reasonable.
7. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.
8. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions which address the need for assurances and/or monitoring of the key internal control.
9. **The Board of Regents has been notified in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.**

Sincerely,

A handwritten signature in red ink, appearing to read 'V. Fields'.

Dr. Valerie Fields
Vice President for Student Affairs

#TAKEFLIGHT

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

P0027943
R0025894

Department /Agency Name

University of Louisiana at Monroe

Amendment Number

2

AND

Contractor's Name:

Affinity Health Group, LLC

Contractor's address, zip code, telephone number and vendor number

130 DeSiard Street, Suite 355 Monroe LA, 71201

Contract Number

4400020793

Effective date:

October 3, 2022

Previous contract amount:

\$435,000.00

Revised contract amount:

\$670,000.00

Change Contract From:

The initial contract term was October 4, 2020 - October 3, 2021 at a rate of \$210,000 for Year One.
1st renewal - October 4, 2021 - October 3, 2022 at a rate of \$225,000 for Year Two. (Amendment 1)

Change Contract To:

2nd Renewal - October 4, 2022 - October 3, 2023 (Amendment 2)

In accordance with the agreement, the parties wish to renew the contract by mutual agreement for a third term. The dates of the third term shall be October 4, 2022 - October 3, 2023 at an annual rate of \$235,000 payable in 12 equal monthly installments.

Justification for amendment

The parties have mutually agreed to extend the agreement for an additional term in accordance with the agreement.

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

DocuSigned by:
Mike Breard
BBB16E6912E4MDF...

9/21/2022

Contractor's Name (Print)

Mike Breard

Contractor's Title (Print)

EVP

STATE OF LOUISIANA (Department /Agency) SIGNATURE

DATE

Bill Graves

9/23/2022

Agency's Name (Print)

Bill Graves

Agency's Title (Print)

VP of Bus. Affairs

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department /Agency Name

Amendment Number

University of Louisiana at Monroe

1

AND

Contractor's Name:

Affinity Health Group, LLC

Contractor's address, zip code, telephone number and vendor number

130 DeSiard Street, Suite 355 Monroe LA, 71201

Contract Number

4400020793

Effective date:

October 3, 2021

Previous contract amount:

210,000.00

Revised contract amount:

\$435,000.00

Change Contract From:

The initial contract term was October 4, 2020 - October 3, 2021 at a rate of \$210,000 for Year One.

Change Contract To:

In accordance with the agreement, the parties wish to renew the contract by mutual agreement for a second term. The dates of the second term shall be October 4, 2021 - October 3, 2022 at an annual rate of \$225,000 payable in 12 equal monthly installments.

Justification for amendment

The parties have mutually agreed to extend the agreement for an additional term in accordance with the agreement.

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

DocuSigned by: Mike Breard
BBB16E6912EA4DF...

9/21/2022

Contractor's Name (Print)

Contractor's Title (Print)

Mike Breard

EVP

STATE OF LOUISIANA (Department /Agency) SIGNATURE

DATE

Bill Graves

9/22/2022

Agency's Name (Print)

Agency's Title (Print)

Bill Graves

VP of Bus. Affairs

CONTRACT BETWEEN STATE OF LOUISIANA

P0023542
R0021174

Project # 4400020793

NAME OF DEPARTMENT/AGENCY
University of Louisiana at Monroe

AND

CONTRACTOR NAME
Affinity Health Group, LLC

CONTRACT NUMBER (ISIS/LAGOV)
50006-055

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES

CONTRACTOR (Legal Name if Corporation)
Affinity Health Group, LLC

FEDERAL EMPLOYER TAX ID NUMBER
26-1517214

STATE LDR ACCOUNT #
2495521-001

STREET ADDRESS
130 DeSiard Street, Suite 355

TELEPHONE NUMBER
318-998-3800

CITY Monroe **STATE** LA **ZIP CODE** 71241

TERM OF CONTRACT

This Contract shall begin on October 4, 2020 and shall end October 3, 2021 unless renewed for up to two (2) additional twelve (12) month terms ("Renewal Term(s)") at the agreed upon prices, terms and conditions. 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. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the agreed upon rates, terms and conditions of the initial Contract. Prior to the extension of the Contract 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 Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

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 \$ 210,000 for Year One, which is to be paid in twelve equal monthly installments. Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of Vice President of Student Affairs, Dean of Student Services or Designee. The agreement may be renewed for subsequent years at the following rates: Year Two: \$225,000; Year Three: \$235,000; Year Four: \$250,000; and Year Five: \$265,000.

The State shall make every reasonable effort to make payments within 30 days of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES

To ensure students, faculty, staff and their families that they have access to basic on-site outpatient medical and healthcare referral services.

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

- **Statement of Work**

Contractor will operate and manage ULM's on-campus Health Clinic; provide basic medical and preventative health care for students, faculty, staff, their families and the community; and possibly at other Contractor operated health care, and/or urgent care facilities located in Ouachita Parish; make use of electronic medical, health, and patient record keeping; and manage medical insurance filings.

Standard Semester Hours

Monday – Friday, 8:00 am – 5:00 pm

Closures: As identified on the official University calendar

Must maintain 24-hour coverage with a doctor on call when the clinic is not open.

ULM reserves the right to renegotiate the hours of operation during the term of the contract; reasons for renegotiation may include student enrollment, funding, service demands, and changes in break or holiday schedules.

DESCRIPTION OF SERVICES:

Provide and manage a student-centered, innovative, and cost-effective health services on the ULM campus.

- The Contractor will be expected to provide staffing levels consistent with service volume needs, and to provide staffing to cover scheduled and unscheduled absences of assigned staff. Staff shall be licensed to prescribe medications appropriate to the level of services provided and to provide immunization programs for the prevention and control of communicable diseases. In addition, the Contractor shall participate in student orientation events and organizing and executing annual flu vaccine clinics offered to students, faculty and staff.
- The Contractor shall provide referrals to students for off-site medical specialists and for medical services (e.g. hospitals, clinical labs, x-ray), which are at the student's option and expense. It is recognized that the care of certain illnesses, injuries, and conditions may require hospitalization or referral to other community medical facilities for after-hours, long-term, specialty, or other care requiring staff, facilities, and equipment which are either not available to student health services or beyond the scope of authorized service. The patient, not the University, is financially responsible to the provider for health services received off campus and for health services received on campus but beyond the scope of authorized services.
- The Contractor will be required to participate in campus emergency operations planning and exercises, and to serve as the campus medical liaison with community health care agencies, health care service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.
- The Contractor will meet quarterly with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between quarterly meetings.

- The Contactor will work collaboratively with on-campus mental health staff to provide comprehensive health care.
- The Contractor shall provide for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for services.
- The Contractor will provide basic medical and preventative health care, first aid services, and coordination of services for situations requiring referral to an off-site healthcare provider.
- The Contractor will maintain an immunization program for health sciences students, who will continue to pay for this service.
- The Contractor will treat any active student, faculty, staff, or their families who present for treatment.
- The Contractor will waive clinic fees for non-insured students.
- The Contractor will not turn any students over to collections for any reason.
- The Contractor will fulfill all commitments and obligations as stated within the Contractor's Proposal to RFP 50006-055.

The Contractor must agree to negotiate changes including but not limited to: staff composition and/or workloads, and expansion of programs and services in accordance with Student Health Services' needs.

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

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 Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the State Project Director shall review the Deliverable within 10 business days. Within this period, the State Project Director 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 Director 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 Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within 5 business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director 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.

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:

Payment to be made to Contractor by the University of Louisiana at Monroe on a monthly basis. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Payments will be made on a monthly invoiced basis, with one-twelfth of the annual proposed amount being paid monthly.

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.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

Vice President of Student Affairs, Dean of Student Services or Designee.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the 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 participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's 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, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager 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

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies

within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving one hundred twenty (120) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

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 RFP (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.

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.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. 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.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

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.

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.

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.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

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.

NON-DISCRIMINATION

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

Contractor agrees not to discriminate in its employment practices, and shall 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.

FERPA

The Contractor acknowledges that certain information about the University's students is contained in records hosted, accessed, and/or maintained by the Contractor in connection with this Agreement and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related

University policies currently at [<https://www.ulm.edu/registrar/ferpa.html>] unless valid consent is obtained from the University's students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The University shall advise Contractor whenever any University students have provided consent to release information to an extent broader than as provided for by FERPA or University policy.

Contractor agrees that it may create, receive from or on behalf of University, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. These measures will be extended by contract to all subcontractors used by Contractor. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor shall, within one day of discovery, report to University any use or disclosure of FERPA Records not authorized by this Agreement or in writing by University. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University.

Contractor shall indemnify, defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all FERPA Records to University within thirty (30) days or, if return is not feasible, destroy any and all FERPA Records. Twenty (20) days before destruction of any FERPA Records, Contractor will provide University with written notice of Contractor's intent to destroy FERPA Records. Within seven (7) days after destruction, Contractor will confirm to University in writing the destruction of FERPA Records.

To the extent that the terms and conditions under this Section conflict with Contractor's privacy policy or Terms of Use, this Section shall govern the privacy and confidentiality of FERPA Records. The restrictions and obligations under this Section [or Addendum] will survive expiration or termination of this Agreement for any reason.

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.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, 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 State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

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, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and 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 the Contract.

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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the

Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at 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, the State or its Authorized Users 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) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User'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 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.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due 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.

STAFF INSURANCE

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

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.

PERFORMANCE BOND

A Performance Bond shall be required in the amount of fifty percent (50%) of the Total Annual Contract Price. The Contractor will be required to provide a Performance Bond prior to issuance of a contract for the award.

The surety or insurance company furnishing the bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Performance Bonds shall be made payable to University of Louisiana at Monroe in the amount specified. If the contract is extended, then the performance bond will be required to be renewed for each successive contract term in force.

The purpose of the Performance Bond shall be to secure for the University the prompt and faithful performance of the Contractor in strict accordance with the terms of the contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (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 the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

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.

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

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 LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

HIPAA Privacy and Business Associate Agreement

See Exhibit B.

THUS DONE AND SIGNED on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

Kathy Masters
Sharon J. Brewer

WITNESSES SIGNATURES:

Milli B. Huffman
Pomslanjan

ll
UNIVERSITY OF LOUISIANA AT MONROE
SIGNATURE:

By: Red Beng
Bill Brown

Title: VP of Business Affairs

AFFINITY HEALTH GROUP, LLC
SIGNATURE:

By: mikew Breard

Title: EVP

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and Statement of Work (SOW) as well as the Contractor's proposal to RFP# 50006-055.

INTRODUCTION

Contractor will operate and manage ULM's on-campus Health Clinic; provide basic medical and preventative health care for students, faculty, staff, their families and the community in accordance with the statement of work; and possibly at other Contractor operated health care, and/or urgent care facilities located in Ouachita Parish; make use of electronic medical, health, and patient record keeping; and manage medical insurance filings.

DESCRIPTION OF SERVICES/TASKS

Provide and manage a student-centered, innovative, and cost-effective health services on the ULM campus.

- The Contractor will be expected to provide staffing levels consistent with service volume needs, and to provide staffing to cover scheduled and unscheduled absences of assigned staff. Staff shall be licensed to prescribe medications appropriate to the level of services provided and to provide immunization programs for the prevention and control of communicable diseases. In addition, the Contractor shall participate in student orientation events and organizing and executing annual flu vaccine clinics offered to students, faculty and staff.
- The Contractor shall provide referrals to students for off-site medical specialists and for medical services (e.g. hospitals, clinical labs, x-ray), which are at the student's option and expense. It is recognized that the care of certain illnesses, injuries, and conditions may require hospitalization or referral to other community medical facilities for after-hours, long-term, specialty, or other care requiring staff, facilities, and equipment which are either not available to student health services or beyond the scope of authorized service. The patient, not the University, is financially responsible to the provider for health services received off campus and for health services received on campus but beyond the scope of authorized services.
- The Contractor will be required to participate in campus emergency operations planning and exercises, and to serve as the campus medical liaison with community health care agencies, health care service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.
- The Contractor will meet quarterly with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between quarterly meetings.
- The Contractor will work collaboratively with on-campus mental health staff to provide comprehensive health care.
- The Contractor shall provide for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for services.
- The Contractor will provide basic medical and preventative health care, first aid services, and coordination of services for situations requiring referral to an off-site healthcare provider.

- The Contractor will maintain an immunization program for health sciences students, who will continue to pay for this service.
- The Contractor will treat any active student, faculty, staff, or their families who present for treatment.
- The Contractor will waive clinic fees for non-insured students.
- The Contractor will not turn any students over to collections for any reason.

The Contractor must agree to negotiate changes including but not limited to: staff composition and/or workloads, and expansion of programs and services in accordance with Student Health Services' needs.

SCHEDULE REQUIREMENTS

Standard Semester Hours

Monday – Friday, 8:00 am – 5:00 pm

Closures: As identified on official University calendar

Quarterly reports as required in RFP

PERFORMANCE MEASURES AND MONITORING PLAN

The performance of the contract will be measured by the State Project Manager (Dean of Student Services), authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

ULM contract monitors will meet with the contractor and staff a minimum of quarterly to assess the fulfillment of the scope of work/services outlined in this contract. Findings and recommendations for improvement of the program will be provided by the ULM contract monitor at the time of the meeting. Annually an overall performance evaluation will be completed by the ULM contract monitor and reviewed with the contractor.

MONITORING PLAN

The Dean of Student Services will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Pamela Jackson, Dean of Student Services will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

DELIVERABLES

The Contractor shall provide quarterly reports and statistics to ULM detailing services rendered, which will include but not be limited to, the number of student visits, types of services provided, and other reports as requested by ULM.

Provide annually documentation of data controls in place for safeguarding sensitive data related to ULM Health Clinic services. Documentation may consist of, but is not limited to, network diagrams, protection methods in place to protect the network, data access procedures, encryption methodology, reporting capabilities, data access procedures, and confidentiality agreements with anyone other than the Contractor.

Create and update annually an incident response process to respond to any information security incident including a provision for providing ULM written notification within 24 hours of any data breach detected by the contractor. Additionally, a full written report shall be provided within 30 days detailing the cause of the incident, the response, and any material changes made, or planned to be made, to improve security on the basis of that incident;

Provide documentation of both data backup and recovery procedures and the schedules for both, including evidence that strong encryption of sensitive data has been performed.

The Contractor shall maintain state of Louisiana credentials for all healthcare staff and provide verification of licensure, board certification and compliance with continuing education requirements.

The Contractor will be required to participate in campus emergency operations planning and exercises, and to serve as the campus medical liaison with community health care agencies, health care service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

The Contractor shall provide health services staff to ULM in a mix of skill sets and for the quantity of hours as is mutually agreed. The quantity of hours and service levels may be renegotiated based on student enrollment and/or allocation of funds. Outlined below are the approximate levels of service anticipated to be provided and supported by the Contractor.

- A. Family nurse practitioner and physician assistant mix: up to forty (40) hours per week;
- B. Physician: up to eight (8) hours per week providing direct patient care;
- C. Medical assistants or licensed vocational nurses (one or more): up to forty (40) hours per week.
- D. Phlebotomist for blood draws; and
- E. Administrator—one (1) to oversee contract with ULM.

The Contractor must agree to negotiate changes including but not limited to: staff composition and/or workloads, and expansion of programs and services in accordance with Student Health Services' needs.

The Contractor's 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, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

Contractor shall complete the following on all employees: (i) satisfactory completion of a background investigation of Employee by Contractor at Contractor's expense; (ii) Employees receipt of a drug screening test conducted in accordance with Contractor customary practice for all new employees, with results acceptable to Contractor in accordance with such practice, to be arranged by Contractor and Contractor at Contractors expense; (iii) Contractor shall complete an Questionnaire containing answers satisfactory to Contractor, and (iv) Employee shall provide Contractor documentation indicating their eligibility to work within the United States pursuant to The Immigration Reform and Control Act of 1986. Notwithstanding anything herein to the contrary, the effective date of this Agreement.

- *Other Resources.* Contractor shall supply:
 - A. Medical equipment required to manage the necessary services provided under this RFP.
 - B. Maintenance for medical equipment.
 - C. Charting supplies and systems (electronic and non-electronic) including: scheduling software, computer equipment and maintenance.
 - D. Limited pharmaceuticals.
 - E. Standard telephone service and Internet access.
 - F. Custodial services.
 - G. Reception and scheduling services.
 - H. Security which shall work in coordination with the University Police Department
 - I. Removal of hazardous waste.

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

ULM shall provide at no cost to the Contractor:

- A. Health service facility including office and clinic space.
- B. Utilities including electricity, tap water, and sewer
- C. University parking permits
- D. Routine Building maintenance not due to misuse
 - a. Air Conditioning system
 - b. Landscaping
 - c. Electrical
 - d. Plumbing

Exhibit A

Insurance Requirements for Contractors / Indemnification

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's 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 cost of such insurance shall be included in the total contract amount.

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 \$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.

Professional Liability (Errors and Omissions) / Medical Malpractice

Professional Liability/Medical Malpractice (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. 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 the contract. It shall provide coverage for the duration of the 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.

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 \$1,000,000. 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 the contract. It shall provide coverage for the duration of the 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. The policy shall not be cancelled for any reason, except non-payment of premium.

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, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured 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 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.

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 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 with an 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

University of Louisiana at Monroe, Its Officers, Agents, Employees and Volunteers

Purchasing Department – 700 University Avenue, Monroe, LA 71209

Contract# 50006-055

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the 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 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 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 the contract.

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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and

costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at 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, the State or its Authorized Users 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) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User'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 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.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due 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.

Exhibit B

HIPAA Privacy and Business Associate Agreement

This Agreement is entered into as of the 4th day of October, 2020, between the University of Louisiana at Monroe ["ULM"], and [Contractor] ("Business Associate"). This Agreement is incorporated into the Student Health Center Agreement between ULM and Business Associate, dated [Date of Agreement]. The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e), 164.504(e) and 164.314(a), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and regulations promulgated thereunder; and for further applicable HIPAA developments published after enactment of P.L. 111-5, including statutes, case law, regulations and other agency guidance.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR part 160 and part 164, including sections 160.103, 164.103, 164.304 and 164.501. Notwithstanding the above, "Covered Entity" shall mean ULM; "Individual" shall mean the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); Protected Health Information shall have the meaning defined in 45 CFR.160.103, which also sets forth the definition of health information, including genetic information as clarified by P.L. 110-233 and applicable regulations; "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E; and "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

2.0 Obligations and activities of Business Associate

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Section 3.0 of this Agreement, or as required by law.

(a) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(c) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not provided for by this Agreement and any security incident of which it becomes aware. For purposes of this Agreement, "security incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or electronic Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(e) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

- (f) Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations.
- (g) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (i) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (j) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor that conducts standard transactions on its behalf will comply with the EDI Standards.
- (k) Business Associate agrees to determine the minimum necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).
- (l) Business Associate agrees to restrict the use or disclosure of Protected Health Information, and document those restrictions, at the request of Covered Entity pursuant to 45 CFR 164.522(a), in a prompt and reasonable manner consistent with the HIPAA regulations.
- (m) Business Associate agrees to accommodate alternative means or alternative locations to communicate Protected Health Information, and document those alternative means or alternative locations, at the request of Covered Entity or an Individual, pursuant to 45 CFR 164.522(b), in a prompt and reasonable manner consistent with the HIPAA regulations.
- (n) Business Associate agrees to be the primary party responsible for receiving and resolving requests from an individual exercising his or her individual rights described in subsections (f), (g), (j), and (n) of this section 2.0.
- (o) Business Associate agrees to implement any and all administrative, technical and physical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Plan(s).
- (p) Business Associate agrees to ensure that access to electronic Protected Health Information related to the Covered Entity is limited to those workforce members who require such access because of their role or function.
- (q) Business Associate agrees to implement safeguards to prevent its workforce members who are not authorized to have access to such electronic Protected Health Information from obtaining access and to otherwise ensure compliance by its workforce with the Security Rule.
- (r) Business Associate acknowledges that enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, ARRA) amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate's obligations and activities under HIPAA's Privacy Rule and Security Rule. Requirements

applicable to Business Associate under Title XIII, Subtitle D of ARRA are hereby incorporated by reference into the Agreement, including provisions that would govern the Plan's action if the Business Associate undertakes that action on behalf of the Plan. Business Associate agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to Business Associate, with the requirements imposed by ARRA, including monitoring federal guidance and regulations published thereunder and timely compliance with such guidance and regulations. In consequence of the foregoing direct regulation of Business Associate by HIPAA laws and regulations, notwithstanding any other provision of the Agreement, Business Associate further agrees to monitor HIPAA Privacy and Security requirements imposed by future laws and regulations, and to timely comply with such requirements when acting for or on behalf of the Plan in its capacity as a Business Associate.

(s) Further, Business Associate agrees to timely undertake all activities associated with the duties of ARRA section 13402 (and related guidance) in the event that Business Associate (or its agent) experiences a breach of Covered Entity's Protected Health Information requiring notice to affected individuals and/or any other party. Business Associate agrees that Covered Entity will be given reasonable advance opportunity to review the proposed notice or other related communications to any individual or third party regarding the breach; Covered Entity may propose revised or additional content to the materials which will be given reasonable consideration by Business Associate (or its agent).

3.0 Permitted or required uses and disclosures by Business Associate

(a) General use and disclosure.

(i) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract and in this Agreement, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule, including the minimum necessary requirement, if done by Covered Entity.

(ii) Business Associate shall share Protected Health Information as reasonably requested by Covered Entity with Covered Entity and the Centers for Medicare and Medicaid Services (CMS), and with their agents and any other parties permitted by CMS guidance (including CMS's FAQ #5482), where the Covered Entity is submitting to CMS the Protected Health Information required by 42 CFR 423.884 for Medicare's retiree drug subsidy program.

(iii) Business Associate shall share Protected Health Information as reasonably requested by Employer to carry out its responsibilities as plan administrator of the Plan(s), including, without limitation, for purposes of auditing the performance of Business Associate.

(b) Additional use and disclosure.

(i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(ii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4.0 Obligation to inform Business Associate of Covered Entity's privacy practices and any authorization or restriction

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Permissible requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6.0 Term and termination

(a) **Term.** The term of this Agreement shall be effective as of October 4, 2020, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for cause.** The Covered Entity may, in its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Contract if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.

(c) **Effect of termination.** The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Covered Entity to maintain such records because Covered Entity lacks the necessary system and expertise. Accordingly, Covered Entity hereby appoints Business Associate as its custodian for the safe keeping of any record containing Protected Health Information that Business Associate may determine it is appropriate to retain. Notwithstanding the expiration or termination of the Contract, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

7.0 Miscellaneous

(a) **Regulatory references.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) **Amendment.** Upon the enactment of any law or regulation affecting the use, disclosure, or safeguarding of Protected Health Information or electronic Protected Health Information, or the publication of any decision of a court of the

United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Contract and this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Contract on thirty (30) days written notice to the other party.

(c) **Survival.** The respective rights and obligations of Business Associate under Section 6.0 of this Agreement shall survive the termination of this Agreement.

(d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.

(e) **No third party beneficiary.** Nothing expressed or implied in this Agreement or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) **Severability.** If any provision of this Agreement is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable

(g) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Louisiana to the extent not preempted by the Privacy or Security Rules or other applicable federal law.

(h) **Indemnification and performance guarantees.** The indemnification and performance guarantee provisions contained in the Contract shall also apply to this Agreement.

UCP

UNIVERSITY OF LOUISIANA AT MONROE
SIGNATURE:

By: Bill Truss
Title: VP of Business Affairs
Date: 10/22/20

By: Rld Berg
Title: President
Date: 10-26-2020

AFFINITY HEALTH GROUP, LLC
SIGNATURE:

By: Mark W Bread
Title: EVP
Date: 10/6/2020

STATEMENT OF WORK

Ensure the Statement of Work includes the following components as required by law:

* Goals/Objectives * Deliverables * Performance Measures * Monitoring Plan * Payment Terms

Goal/Purpose

Affinity Health Group, LLC (Contractor) will continue to operate and manage ULM's on-campus Health Clinic, providing basic medical and preventative health care for students, faculty, staff, and their families and the community. ULM desires to utilize Contractor for such services as a part of its pursuit of providing the students and other constituents the safest and healthiest environment for learning as reasonably possible.

Deliverables

- The Contractor will provide ULM staffing levels consistent with volume needs and provide staffing to cover scheduled and unscheduled absences of assigned staff. Such staffing including healthcare providers properly licensed to provide diagnostic and curative primary care, including prescribing medications and administering non-scheduled narcotics.
- The Contractor will provide periodic reporting of patient encounters, immunization updates for all students, faculty, and staff through the use of Mediat and statistical trending, without confidential patient detail, for highlighting any health educational opportunities that may need further action while highlighting current or expected future population health issues.
- The Contractor/lead professional (physician and/or nurse practitioner) will provide such updates as scheduled by the ULM designee.
- The Contractor must fulfill the services as outlined within the contract, statement of work, and Contractor's Proposal to RFP 50006-055.
- The Contractor will meet a minimum of quarterly with the ULM Contract Monitor to review the fulfillment of the scope of work/services outlined in the RFP. Findings and recommendations for improvement of the program will be provided by the ULM contract monitor at the time of the meeting. Annually an overall performance evaluation will be completed by the ULM Contract Monitor and reviewed with the Contractor.

Performance Measures

- Determination of meeting the standards of the contract will be made by reviewing staffing schedules, reviewing the statistical data as referenced herein, and direct observations by the ULM designated accountable party. These measures will be utilized to ensure ongoing contract compliance, certify that ongoing service is properly completed, verify timely delivery of service under the contract, assess potential utilization of provider for potential additional service opportunities, and complete the performance evaluation within 45 days of the contract termination.

Payment: Performance Based

- The annual cost based as agreed upon in the contract for services is noted as below:
 - During all years, the annual fee shall be paid in twelve equal monthly payments.
- \$ 210, 000 for Year One (1) - Oct 4, 2020 – Oct 3,2021 (First Term - Completed)

Optional renewal terms:

- \$ 225,000 for Year Two (2) - Oct 4, 2021 – Oct 3, 2022 (1st Renewal Term- Completed)
- \$ 235,000 for Year Three (3) - Oct 4, 2022 – Oct 3, 2023 (2nd Renewal Term)
- \$ 250,000 for Year Four (4) - Oct 4, 2023 – Oct 3, 2024 (3rd Renewal Term)
- \$ 265,000 for Year Five (5) - Oct 4, 2024 – Oct 3, 2025 (4th Renewal Term)

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

July 31, 2023

TO: Ms. Cheri Perkins, Director of Purchasing on behalf of
Dr. Valerie Fields, Vice President of Student Affairs
University of Louisiana at Monroe

FROM: Ms. Pamela Bartfay Rice, Esq., CPPO
Assistant Director, Professional Contracts

RE: OSP Approval for JLCB
Affinity Health Group, LLC
LaGov PO 4400020793/ Proact 21797 Contract Amendment #3

The above referenced contract amendment 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 extension in accordance with La. R.S. 39:1615 (J), please return the "**Agency Memo to OSP After JLCB Approval**," along with the stamped amendment 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, PROACT and/or LESA, as applicable.

If you should have any further questions/comments, please do not hesitate to contact me.

Agenda Item #6

Review and approval of
preservation projects
utilizing funding from
the Construction
Subfund Preservation
Account in accordance
with the provisions of
R.S. 39:100.123

HB 406 (2022) PRESERVATION FUNDING PARISH PROJECTS SELECTIONS SUBMITTED TO JLCB FOR SEPTEMBER 2023 - 3RD LIST FOR APPROVAL

PARISH	ROUTE	DESCRIPTION	TREATMENT	Current/LET PROJECT COST (HB406 only)	PROJECT COST PER PARISH	COMMENTS
Acadia	LA 35	LA 98 - LA 365	Mill, Patch, Overlay, Crossdrains	\$798,000.00	\$3,898,000.00	This project (H.015094) let at \$8,244,809.01. Original anticipated amount will not be needed. Would like to keep \$798,000 of HB 406 (to cover any potential change orders since HB 2 funds are finite. Would also like to waive admin fees, but if not, will also come out of this fund)
Acadia	US 90	LA 13 - Hutchinson Ave.	Patch, Mill, Overlay	\$600,000.00		This section is planned to be added to the ongoing LA 13 Project (H.015095)
Acadia	LA 365	LA 370 - LA 13	Patch, Mill, Overlay	\$2,500,000.00		Funding used to keep current programmed project on schedule (H.014859)
Evangeline	LA 106	LA 10 - LA 13	Base Rehabilitation, Asphalt Overlay	\$2,470,000.00	\$2,470,000.00	Supplementing HB2 funds. Letting moved up (possibly October of 2023)
Lafayette	LA 98	I-49 - Vermilion River Bridge	Base Rehabilitation, Asphalt Overlay	\$0.00	\$3,208,000.00	This section is being transferred to LCG. Project is no longer needed.
Lafayette	LA 35	Vermilion P/L - Acadia P/L	Base Rehabilitation, Asphalt Overlay	\$1,444,000.00		Plan is to combine this section to the LA 35 Project shown for Vermilion Parish
Lafayette	LA 342	Acadia P/L - LA 700	Base Rehabilitation, Asphalt Overlay	\$1,764,000.00		Plan is to combine this section to the LA 35 Project shown for Vermilion Parish (In the vicinity of LA 35)
Vermilion	LA 14	US 167 - LA 82	Patch, Mill, Overlay	\$0.00	\$2,019,000.00	Part of this section is being transferred to the City of Abbeville. DOTD in-house forces will patch and overlay the remaining small section.
Vermilion	LA 35	LA 92 - LAFAYETTE P/L	Base Rehabilitation, Asphalt Overlay	\$2,019,000.00		Additional funding to be utilized to keep current pavement preservation projects in queue on schedule.
				\$11,595,000.00	\$11,595,000.00	

Agenda Item #7

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)

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 #8

Review and approval of
Deputy Sheriffs' Back
Supplemental Pay in
accordance with the
provisions of R.S.
40:1667.8



JOHN M. SCHRODER

LOUISIANA STATE TREASURER

(225) 342-0010
www.latreasury.com

P.O. Box 44154
Baton Rouge, LA 70804

August 28, 2023

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

Dear Representative Zeringue:

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

Total requested prior year funds: \$7,361.46

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

Sincerely,

Lindsay Schexnayder, CPA
Chairman
Deputy Sheriffs Supplemental Pay Board

LS/sg

Enclosures

No.	Parish	Deputy Name	Dates Owed	Amount	Reason	Addl Info
1	Caldwell	Adam Butler	3/1/2022-6/30/2022	\$ 2,000.00	Overlooked by office staff	added on March 2023 reconciliation, received April 21, 2023
2	East Baton Rouge	Jamie Oertel	5/10/22-6/30/22	\$ 861.46	Parish not aware Probation and Parole eligible for service	added on May 2023 reconciliaiton, received May 9, 2023
2	St James	Stanley Jones	3/1/2022-6/30/2022	\$ 2,000.00	Overlooked by office staff	added on March 2023 reconciliation, received March 10, 2023
3	St. John	Angie Campo	2/1/2022-6/30/2022	\$ 2,500.00	Received prior service 1/20/23	added on Feb 2023 reconciliation, received February 16, 2023

Grand Total \$ 7,361.46

Agenda Item #9

Review of a contract amendment for software maintenance between the Division of Administration, Office of Technology Services on behalf of the Louisiana Department of Revenue and Fast Enterprises, LLC, in accordance with the provisions of R.S. 39:198(M)

State of Louisiana
Department of Revenue

JOHN BEL EDWARDS
Governor



KEVIN J. RICHARD, CPA
Secretary

August 17, 2023

The Honorable Jerome Zeringue
Chairman, Joint Legislative Committee on the Budget
Post Office Box 94062
Baton Rouge, LA 70804

RE: LDR Request for JLCB Agenda Item Pursuant to R.S.39:1615(J)

Dear Representative Zeringue:

The Department of Revenue respectfully requests that the following contract amendment for Annual Software and Licensing Support be placed on the Joint Legislative Committee on the Budget (JLCB) agenda on September 15, 2023, pursuant to LA R.S. 39:1615(J). This proposed service listed below, will extend the existing contract, set to expire June 30, 2023.

Vendor: Fast Enterprises, LLC

LAGov PO: 2000661378

Description: Fast Enterprises, LLC provides tax administration software licensed to LDR. This contract includes software licensing, DEX Fraud Services, and Job Stream Monitoring. GenTax® is the sole property of Fast Enterprises, LLC and they are responsible for providing patches, fixes and upgrades to the software, and all related components. DEX Fraud Services are also proprietary to Fast Enterprises, LLC with confirmed 'sole-source' designation. Additional services include, access to recurring service packs; implementation of legislative and annual changes; access to new and revised documentation; application development; performance tuning; production support; database maintenance; project management and other functionality as requested by LDR Management. With this extension, the maximum amount of the purchase order is being increased to continue day-to-day system support contracted annually.

To support the GenTax Licensing Support subscription, Fast Enterprises recommends trained product experts. These resources and associated costs are included in a separate contract.

Thank you in advance for your consideration to include this contract amendment on the September 15, 2023 agenda. If you need additional information, please contact Mark Aubert, OTS Agency Relationship Manager at the Louisiana Department of Revenue, by phone 225-219-2680 or via email at mark.aubert@la.gov.

Sincerely,

A handwritten signature in blue ink that reads "Laura Lapeze".

Laura Lapeze
Undersecretary, Louisiana Department of Revenue

Contributing to a better quality of life.

617 North Third Street, Post Office Box 66987, Baton Rouge, Louisiana 70896-6987
Telephone (225) 219-2300 • Fax (225) 219-2306
www.revenue.louisiana.gov

AMENDMENT NUMBER 3

To

Software Maintenance Agreement between Fast Enterprises, LLC and the Division of Administration, Office of Technology Services on behalf of the Department of Revenue

PST Log #21 10 004

Be it known that on the date of approval shown below the Division of Administration, Office of Technology Services on behalf of the Department of Revenue ("LDR")("State") and Fast Enterprises, LLC with offices at 800 Park Boulevard, Suite 720 Boise, ID 83712 ("Contractor"), do hereby enter into this Amendment Number 3 to the Software Maintenance Agreement dated February 25, 2021, PST Log #21 10 004, under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change TERM of Agreement to read:

The term of this Agreement begins on July 1, 2020 and will expire on June 30, 2024, unless otherwise terminated in accordance with the termination clauses in this Agreement.

Change EXHIBIT A – PRICE SCHEDULE of Agreement to:

SOFTWARE MAINTENANCE	ANNUAL COST
GenTax Software Maintenance: July 1, 2023 – June 30, 2024	\$928,000
Dex Fraud Service: July 1, 2023 – June 30, 2024	\$875,300

All other terms and conditions of the Agreement remain the same. The original Agreement and all amendments constitute the entire Agreement between the State and the Contractor. 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 State and the Contractor. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 3 as of the approval date shown below.

FAST ENTERPRISES, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF REVENUE

Signature: _____

Name: _____

Title: _____

Date: _____

OFFICE OF TECHNOLOGY SERVICES

Signature: _____

Name: _____

Title: _____

Date: _____

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

TO: Office of Technology Services
on behalf of the Department of Revenue
Mr. Mark Aubert
Agency Relationship Manager

FROM: Felicia M. Sonnier, CPPB *fmo*
Deputy Director

DATE: July 10, 2023

RE: OSP Approval for JLCB
Amendment Number 3 to the Software Maintenance Agreement between Fast
Enterprises, LLC and the Division of Administration, Office of Technology
Services on behalf of the Department of Revenue
PST Log Number 21 10 004

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 Number 3 draft which is attached. Upon approval of the proposed term extension by JLCB, in accordance with La. R.S. 39:198.M., please return the "Agency Memo to OSP After JLCB Approval" with a copy of the approval.

The amendment will not 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)

Agenda Item #10

Update from the
Louisiana Department
of Health on
procurement of
Medicaid Management
Information System
claims module provider

No Documentation

Agenda Item #11

Update from the
Louisiana Department of
Health on status of
Medicaid unwinding

No Documentation

Agenda Item #12

Review and approval of
Water Sector Commission
recommendations, in
accordance with the
provisions of R.S.
39:100.56

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

September 11, 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 established to review applications submitted pursuant to the Water Sector Program and make recommendations for funding to the Joint Legislative Committee on the Budget. The Joint Legislative Committee on the Budget shall review the recommendations submitted by the Commission and have final approval of funding for projects.

The Water Sector Commission met on Thursday, September 7, 2023. At the request of the Division of Administration, the Commission considered allocating additional funding for the Amite City sewer project submitted for Round 2 of the Water Sector Program. Based on the Round 2 Water Sector Program guidance and scoring, the Amite City project was eligible to receive up to \$44,963,993. In January 2023, the Water Sector Commission and the Joint Legislative Committee on the Budget approved \$5,000,000 for the project.

The Commission voted to approve the following recommendation to the Joint Legislative Committee on the Budget:

Allocate an additional \$5,000,000 from the Water Sector Fund to the Amite City sewer project.

The Commission requests your approval of this recommendation. Thank you for your consideration of this request.

A handwritten signature in blue ink, appearing to read "Mike Reese", is written over a horizontal line.

Senator Mike Reese, Co-Chairman

Agenda Item #13

Review and approval of
Tax Increment Financing
proposal to utilize 45% of
the 4.45% state sales tax
within the New Orleans
BioDistrict within the city
of New Orleans in
accordance with the
provisions of R.S.
33:9038.34(A)

JLCB AGENDA ITEM REQUEST: BioDistrict New Orleans TIF

Request dated May 10, 2023

For consideration at June 2, 2023 Joint Legislative Committee on the Budget meeting

The attached packet of information is being submitted by Louisiana Economic Development (LED) on behalf of the BioDistrict New Orleans to request approval for Tax Increment Financing utilizing 2 pennies (or 45%) of future increments of the 4.45 pennies of state sales tax collections within the BioDistrict. Specifically, the request is for JLCB to approve the State to enter into a CEA with the New Orleans BioDistrict for said purpose.

The following items are included in this informational package:

- Letter from Louisiana Economic Development Secretary Don Pierson
- Letter from Louisiana Department of Revenue (LDR) Secretary Kevin Richard
- LDR's determination of the BioDistrict TIF base
- Economic impact analysis updated by Dr. James Richardson
- Draft CEA between the State of Louisiana and the BioDistrict New Orleans
- Ordinance adopted by the Council of the City of New Orleans, October 20, 2022

May 5, 2023

Representative Jerome Zeringue
Chairman, Joint Legislative Committee on the Budget
900 North Third Street
Baton Rouge, Louisiana 70802

Re: Tax Increment Financing request for the New Orleans BioDistrict within the City of New Orleans

Dear Chairman Zeringue:

Louisiana Economic Development (LED) received the New Orleans BioDistrict request to dedicate to the district the incremental increases of 45% of the Annual State Increment of State sales tax collected within the boundaries of the district. The New Orleans BioDistrict is seeking to create a Bio-Innovation District and to make public infrastructure improvements and other investments, using a combination of private investment and the proceeds from the incremental increase of a portion of local and State sales taxes collected within the district.

Dr. James Richardson conducted an economic impact analysis that indicates that the proposed development within the New Orleans BioDistrict would result in an increase in collections of State sales taxes above the amount currently being collected. LED concurs with Dr. Richardson's determination that the activity resulting from private and public investments combined with additional commitments of public benefits within the district will benefit the State economically. In addition, under the tax increment financing proposal recommended by LED, requiring a term of no more than 20 years and a lifetime aggregate cap of \$25 million - the State would receive more funds from the increased State sales tax revenues than the district would receive from the proceeds of the dedicated State sales tax increment.

Please accept this letter as the written evaluation and determination of the Louisiana Department of Economic Development as required under La. R.S. 33:9038.34(A)(6).

Thank you for your assistance and attention to this request. Should you have any questions, please do not hesitate to contact me or LED Undersecretary, Anne Villa.

Sincerely,



Don Pierson, Secretary
Louisiana Economic Development

State of Louisiana
Department of Revenue

JOHN BEL EDWARDS
Governor



KEVIN J. RICHARD, CPA
Secretary

May 9, 2023

Secretary Don Pierson
Louisiana Economic Development
617 North Third Street
Baton Rouge, Louisiana 70802

Re: BioDistrict New Orleans Economic Development District

Dear Secretary Pierson,

I have reviewed your department's letter regarding the proposed dedication of incremental increases of forty-five percent (45%) of the Annual State Increment of State sales tax collected from taxpayers within the geographic area comprising the New Orleans Economic Development District.

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the district, as referred to in your letter. Please accept this letter as certification as to the correctness of your department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. R.S. 33:9038(A)(6). The Louisiana Department of Revenue's sales tax analysis of the BioDistrict New Orleans Economic Development District is enclosed for your reference.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin J. Richard".

Kevin J. Richard, CPA
Secretary
Louisiana Department of Revenue

Contributing to a better quality of life.

617 North Third Street, Post Office Box 66258, Baton Rouge, Louisiana 70896
Telephone (225) 219-4059 • Fax (225) 219-2708 • TDD (225) 219-2114
www.revenue.louisiana.gov

N.O. Biodistrict TIF State Base FYE June 30, 2021	
State Annual Base (Reported Gross Tax Due less V.C.) * Includes estimates for consolidated filers based on amounts reported on local sales tax returns.	\$11,716,431
Monthly State Base (Annual State Base divided by 12)	\$976,369
Cost Estimate FYE June 30, 2021	
Taxable Sales	\$263,290,580
TIF State Estimated Available Increment (4.45%)	\$11,716,431
TIF State Estimated Pledged Increment (45% of 4.45%)	\$5,272,394

Zip Code	Total City Revenue	Total City Taxes Paid	Total City Taxable Revenues
70019	\$0	\$0	\$0
70043	\$0	\$0	\$0
70112	\$5,607,298,585	\$16,646,198	\$1,219,751,914
70113	\$13,693,429,385	\$24,911,867	\$13,759,632,550
70115	\$5,687,838	\$3,820	\$5,688,841
70116	\$0	\$150	\$0
70117	\$197,804	\$5,310	\$197,804
70118	\$7,175,784,769	\$5,427,670	\$477,006,054
70119	\$663,320,341	\$2,842,066	\$165,970,413
70121	\$11,444,657	\$457,381	\$12,776,966
70122	\$19,791,517	\$26,893	\$14,579,882
70124	\$212,521	\$339	\$212,521
70125	\$3,313,495,624	\$2,373,315	\$3,132,341,059
70126	\$0	\$0	\$0
70127	\$0	\$0	\$0
70129	\$2,365,122	\$8,859	\$1,078,315
70130	\$4,757,308	\$153,706	\$4,820,112
70163	\$3,030,106	\$2,000	\$3,030,106
Grand Total	\$30,500,815,577	\$52,859,574	\$18,797,086,538

Total Gross Sales	Total Taxable Sales	Gross Tax Due	Net Tax Due
\$64,395,431	\$55,424,831	\$2,451,545	\$2,451,545
\$855,526,406	\$120,511,098	\$5,343,382	\$5,343,382
\$94,630	\$94,630	\$4,171	\$4,171
\$281,735,850	\$41,860,431	\$1,847,559	\$1,847,559
\$73,196,101	\$22,987,692	\$1,014,204	\$1,014,204
\$1,918,591	\$1,906,696	\$84,061	\$84,061
\$58,694,426	\$21,855,356	\$965,910	\$965,910
\$1,040,409	\$126,994	\$5,598	\$5,598
\$0	\$0	\$0	\$0
\$1,336,601,844	\$264,767,728	\$11,716,431	\$11,716,431

N.O. Biodistrict TIF State Base**FYE June 30, 2021**

TIF District	
State Annual Base (Reported Gross Tax Due less V.C.) * Includes estimates for consolidated filers based on amounts reported on local sales tax returns.	\$11,716,431
Monthly State Base (Annual State Base divided by 12)	\$976,369

Updating¹ the Report on the BioDistrict New Orleans, December 2022²

Tax-increment financing (TIF) provides public dollars for projects in an area such as the BioDistrict New Orleans that will not be financed by private parties, but yet, are essential for private investments to be forthcoming and successful. In the BioDistrict New Orleans such projects might include the revitalization of the Duncan Plaza along with dealing with challenges from stormwater runoff and drainage, supporting affordable housing alternatives, developing regional transit infrastructure, supporting workforce development programs, and other such public services that are significant factors in the location of private investments. These are all public projects requiring funding by public bodies. A TIF is a useful vehicle to provide the funding over a period of time and to relate the funding to economic activity in the area and to send the message to private investors that these public projects have long-term and predictable support.

The sales tax for a specific geographic area of a municipality or a district currently produces a certain amount of revenue for the city, the state, and other public agencies. These sales tax revenues in BioDistrict New Orleans given its present condition is not expected to grow substantially if the district is not enhanced by new investments including public expenditures to enhance and upgrade the district. These proposed public expenditures (including capital projects and possibly several recurring items such as workforce development but with a long-term impact on the community) will be aimed at promoting and sustaining the success of the long-term development and growth of BioDistrict New Orleans.

Private investments will drive the economic success of BioDistrict New Orleans, but the public investments will be a necessary component to encourage the private investments. The long-term development of BioDistrict New Orleans is an important and significant factor in economic diversification in the New Orleans area. Developing and enhancing BioDistrict New Orleans should add to the continued development and growth of the healthcare industry in New Orleans as well as providing assistance to the tourist industry. Private investments are crucial, but private investments are dependent on the desirability of the area. This desirability is related to short and long-term public involvement—its ability to be an active participant in the development of the district. The TIF requested by BioDistrict New Orleans is to finance public investments in the area to attract, encourage, and maintain private investments.

¹ Prepared by Dr. James A. Richardson, Professor Emeritus Louisiana State University.

² This report as of December 2022 is an update to several reports with the first report being completed in October 2019 and then updated in March 2021. Updates are to be expected with projects being considered over a five-to-ten-year time period. The basic premise has not changed but the actual sales tax collections and projected sales tax collections have changed as one would expect.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS
IN BIODISTRICT NEW ORLEANS

BioDistrict New Orleans has signed a Cooperative Endeavor Agreement (CEA) with the City of New Orleans effective as of November 1, 2022 and providing to the BioDistrict the “Annual City Increment” defined as 100% of the Annual City Increment or the amount of City Sales and Use Tax collected in the boundaries of the district in excess of Annual City Base but not to exceed 125% of the BioDistrict’s sales tax estimates as noted in Exhibit C of the CEA. The Annual City Base grows by 2% per year starting as of January 2023 with City sales tax collections being identified as \$11,155,153.48 based on actual collections as of 2021.

BioDistrict New Orleans is now seeking a similar CEA with the State of Louisiana to support the public investments that will encourage and support the private investments that are necessary to drive and diversify the New Orleans economy.

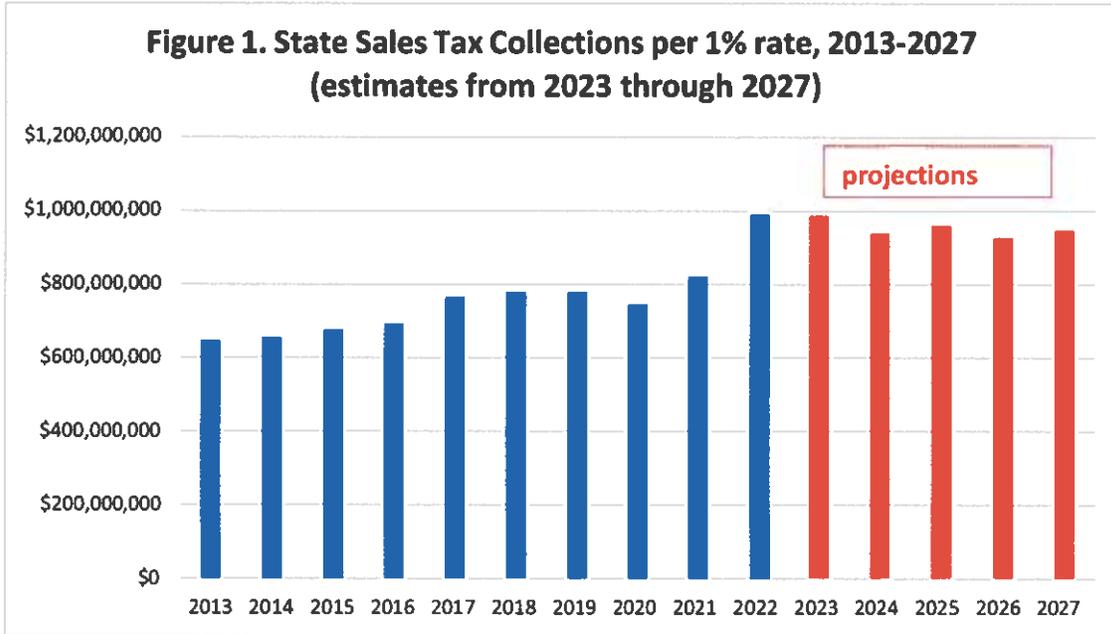
In this report we are providing additional and updated information regarding state sales tax collections in BioDistrict New Orleans.

- (1) a reworking of the state revenue estimates for BioDistrict New Orleans with and without the creation of BioDistrict New Orleans but now taking into account the state sales tax collections through fiscal year 2022 (July 2021 through June 2022) and the projected state sales tax collections as accepted by the Louisiana Revenue Estimating Conference as of December 15, 2022.
- (2) Updated estimates of sales tax collections to be generated in BioDistrict New Orleans if there is no public investment in the district and if there is public investment as proposed by BioDistrict New Orleans
- (3) a focus on the public investments to be supported by the TIF and the significance of these investments in attracting private investments as has occurred in other municipalities.

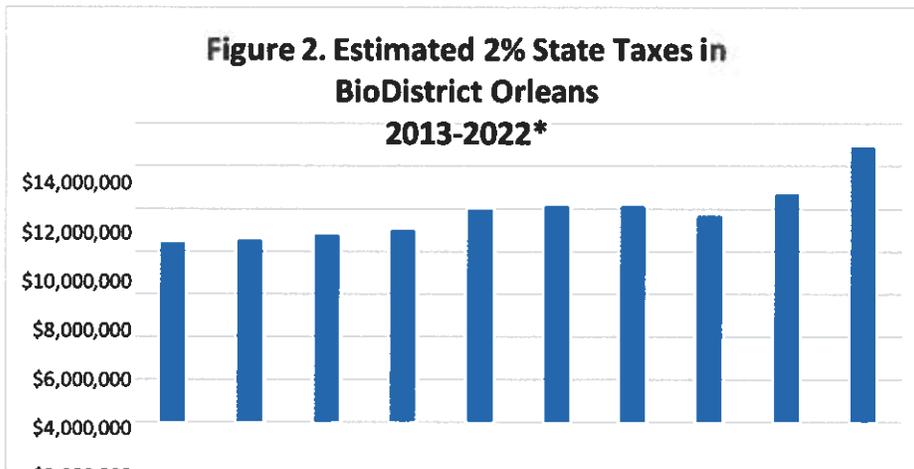
State Sales Tax Revenues

Actual and estimated state sales taxes collections per 1% sales tax rate from 2013 through 2027 are illustrated in Figure 1.³ State sales taxes per 1% sales tax rate grew on average by 3.2% from 2013 through 2019. State sales tax collections per 1% sales tax rate declined in 2020 by over 4% with this related to the pandemic. In fiscal year 2021 and 2022 state sales tax collections per 1% tax rate grew by just over 10% in 2021 and just over 20% in 2022 with these high growth rates being related to a lower base given the 2020 downturn and the recovery from the 2020 downturn. State sales tax collections per 1% tax rate projections are based on the most recent estimates provided by the Louisiana Revenue Estimating Conference, with these projections suggesting that state sales tax collections will grow more slowly from 2023 through 2028.

³ We use sales tax collections per a 1% sales tax rate since the state’s sales tax rate has varied since 2013 from 4% to 5% and then back to 4.45%.



The estimated Bio-District New Orleans state sales tax collections from 2013 through 2022 are illustrated in Figure 2. From 2013 through 2021 the estimated sales tax revenues for zip codes 70112 and 70119 are steady with 2020 being an exception given the pandemic. Fiscal year 2022 stands out in terms of the level of estimated sales tax collections in the BioDistrict New Orleans—this reflects the higher inflation rates as well as other economic events.



*Based on state tax collections by New Orleans zip codes from 2014-2018 and economic conditions as reflected in overall state sales tax collections for 2019 through 2022.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS
IN BIODISTRICT NEW ORLEANS

Updated estimated sales tax revenues in BioDistrict New Orleans, given no changes in public policy regarding the BioDistrict and given changes in public policy with respect to BioDistrict New Orleans, are presented in Table 1. State sales tax revenues, given no structural changes in BioDistrict New Orleans are projected to grow at 2% per year based on the Federal Reserve System's inflation target.⁴ The TIF and the investment of these dollars in appropriate public projects supporting BioDistrict New Orleans are identified as ingredients that generate activities and private investments in BioDistrict New Orleans and thereby generate additional sales tax revenues. Table 1 also includes limits contained in the New Orleans CEA regarding the maximum amount of sales tax dollars that would be submitted to BioDistrict New Orleans in each year from 2022 through 2039 regardless of the City sales tax collections.

The net new revenues related to the private and public investments in BioDistrict New Orleans are projected to grow modestly for the first several years and then much more substantially as of 2026 and beyond. This is not surprising. Indeed, it is exactly what a company expects in making a major investment. The net new income shows up once the investment has been completed. The contributions of the public investments will first have to encourage private investments. And, as the private investments come to the BioDistrict New Orleans, the additional state sales tax collections will be forthcoming. We must acknowledge and appreciate this is a long-term investment.

We also note that during the initial years in which investments are being made there will be substantial sales tax revenues related to the investment projects. The TIF estimates are based on recurring economic activities and not one-time investment/construction activities.

This TIF can be used supporting the redevelopment of Duncan Plaza with an emphasis on drainage issues, making public investments for workforce training, identifying affordable housing alternatives, supporting green infrastructure, improving public transit, creating a friendly environment for small business development and higher education as described in the Greater New Orleans Foundation's strategic plan for the district, and supporting medical research initiatives. TIF resources can also provide bond financing for capital projects necessary to improve the district or other ongoing activities that will be necessary at the beginning of the development of the district. These are projects that are tailored to the specific needs of this district, though, once the district is developed, it should provide positive economic returns throughout the city and the region.

⁴ "Inflation, Part 3: What is the Fed's Current Goal? Has the Fed Met its Inflation Mandate?", St. Louis Federal Reserve Bank, Posted September 9, 2022.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS
IN BIODISTRICT NEW ORLEANS

**Table 1. Adjusted State Sales Tax Estimates for BioDistrict New Orleans Based on
Most Current State Sales Tax Collections and Estimates**

State Fiscal Year Tax Receipts, 2%	Sales Tax Estimates in BioDistrict New Orleans Given No Major Public Investments	Sales Tax Estimates in BioDistrict New Orleans With Major Public Investments	Estimated State TIF Dollars used for Public Investments in District	TIF Limits as Included in New Orleans CEA*
2020	\$9,680,472	\$9,680,472	\$0	
2021	\$10,671,978	\$10,671,978	\$0	
2022	\$12,872,629	\$12,872,629	\$0	\$385,704
2023	\$12,808,360	\$12,808,360	\$0	\$1,137,477
2024	\$12,185,528	\$12,307,383	\$121,855	\$1,443,633
2025	\$12,453,416	\$12,922,753	\$469,337	\$1,124,145
2026	\$12,033,450	\$13,956,573	\$1,923,123	\$1,156,950
2027	\$12,307,750	\$15,073,099	\$2,765,349	\$1,301,737
2028	\$12,553,905	\$15,826,753	\$3,272,848	\$1,645,901
2029	\$12,804,983	\$16,618,091	\$3,813,108	\$2,012,856
2030	\$13,061,083	\$17,448,996	\$4,387,913	\$2,403,851
2031	\$13,322,304	\$18,321,446	\$4,999,141	\$2,820,204
2032	\$13,588,751	\$19,237,518	\$5,648,767	\$3,263,297
2033	\$13,860,526	\$20,199,394	\$6,338,868	\$3,734,587
2034	\$14,137,736	\$21,209,363	\$7,071,627	\$4,235,603
2035	\$14,420,491	\$22,269,832	\$7,849,341	\$4,767,957
2036	\$14,708,901	\$23,383,323	\$8,674,423	\$5,333,339
2037	\$15,003,079	\$24,552,489	\$9,549,411	\$5,933,530
2038	\$15,303,140	\$25,780,114	\$10,476,974	\$6,570,401
2039	\$15,609,203	\$27,069,119	\$11,459,916	\$7,245,919

*TIF cannot exceed these limits even if growth in sales tax revenues in BioDistrict New Orleans would permit a larger TIF.

Public Projects Used to Encourage Private Investment

The ultimate success of the creation of BioDistrict New Orleans is related to the private investments occurring in the District or possibly a major investment by the federal government. However, these private or federal investments are related to the desirability of BioDistrict New Orleans which depends on the investment of dollars in facilities, technology, and people. There are several projects that have been identified by a number of groups enhancing the desirability of the BioDistrict New Orleans.

RCLCO did a study for the Downtown Development District that highlighted the potential of the development of Duncan Plaza, a highly underutilized area in BioDistrict New Orleans.⁵ The DDD study noted that Duncan Plaza included approximately 185 acres that included some investment but some of these investments were parking lots. The DDD study suggested a major payback to the city and state for making an investment in the area based on two major examples of properties in other cities that had grown substantially due to public involvement in their development:

- (1) Discovery Green in Houston, Texas—a relatively small acreage that was converted to a public park by resources from the City of Houston and a nonprofit organization. It is estimated that the park has been instrumental in encouraging over \$625 million of downtown development. Houston has been a relatively fast-growing city, but the Discovery Green Park took under-utilized property, converted it into park, and then encourage private investors to make use of available properties in the vicinity.
- (2) Washington Park in Cincinnati, Ohio—an eight-acre park just north of downtown Cincinnati that was largely underutilized as of 2007 but by 2012 had been expanded and revitalized. The Washington Park study area included about 195 acres in total with a good mix of land uses including multi-family apartments and commercial properties. Assessed values of properties near the park measure to be almost 50% higher than other properties in the area.

Other downtown development projects include (1) Kyle Warren Park in Dallas with commercial properties having rental rates grow between 32% and 64% in three years following the park's redevelopment and (2) Railroad Park in Birmingham, Alabama with about 134 properties in the vicinity of the park and having an increase in values by about 125% within 5 years.

The purpose of BioDistrict New Orleans is to enhance the development of New Orleans including downtown New Orleans and areas adjacent to downtown New Orleans that have been slow to rebound from Katrina. This is an opportune time given that 1532 Tulane Partners, Inc has been selected to redevelop the Charity Hospital Building which has been unused since Katrina and the initiation of the Opportunity Zone program in the *Tax Cuts and Job Act of 2017*. The focus of the proposed TIF is to provide funding on projects that are typically covered by public investments but which are vital to encouraging private investments to take place.

Planned investments in BioDistrict New Orleans include a redevelopment of a hotel, redevelopment of a site owned by the New Orleans Public Schools, development of apartments, improvements in the transit system, the redevelopment of Charity Hospital, and other possibilities including office space, residential alternatives, and other commercial

⁵ Marketing and Financial Feasibility Analysis, Duncan Plaza, New Orleans, Louisiana, May 29, 2018. The study was completed by RCLCO-Real Estate Advisors from the Downtown Development District.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS
IN BIODISTRICT NEW ORLEANS

developments. These projects are in various stages of development. Initiating these investments establishes the opportunity for further investments. RCLCO in its study noted there were several underutilized properties in the area that will be BioDistrict New Orleans. The RCLCO study estimated that the Central area (from Poydras Street to Tulane Avenue and bounded by the interstate and Loyola Avenue) declined in value by about 1.8% from 2013 through 2018 for those properties that were not exempt. Other areas in and around the Central area increased in value for non-exempt properties with these changes in property values for non-exempt properties being illustrated in Table 2. The geographic location of these areas is noted in Map 1.⁶

Table 2. Changes in Property Value, 2013-2018*

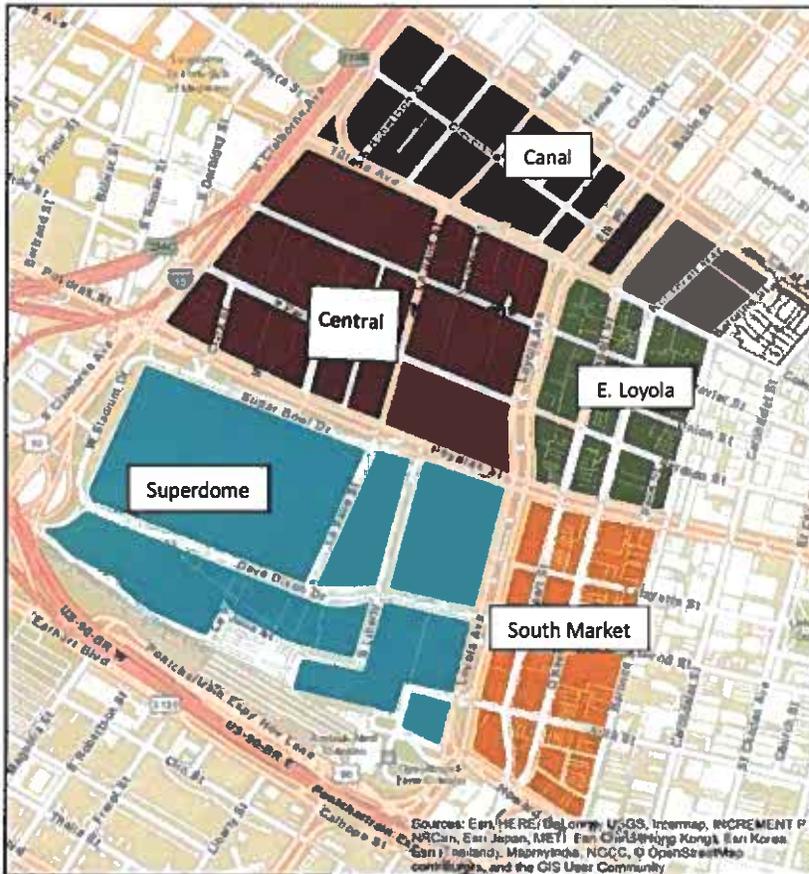
Defined Area with Innovation District	Average Annual Overall Growth
Central	-1.6%
East Loyola	12.5%
Superdome Area	0.0%
Canal Frontage	4.0%
South Market District	1.8%
Total	4.0%

*RCLCO Study for Downtown Development District, May 29, 2018, page 20. (developed by Axiometrics)

Duncan Plaza is in the geographic area identified as Central and this is the area in which there are a number of underutilized properties. This means that there are properties available for private investments if the overall environment is conducive to investment. This overall environment includes the public services available, infrastructure being in place, and an available work force.

⁶ The Map does not represent BioDistrict New Orleans as it has developed over time, but this map illustrates significant areas in BioDistrict New Orleans for economic development. A map of BioDistrict New Orleans is presented in Appendix A.

Map 1. Distinct Districts within the Study Area, 2018



Source: Market Feasibility Analysis, Duncan Plaza, RCLCO, May 29, 2018. (for Downtown Development District)

Projected Impact of Investment in BioDistrict New Orleans

The purpose of the TIF is to make public investment that will encourage private investment. As noted previously, as of 2018, private investment was potentially forthcoming in the district with some of these investments have taken place. Other major changes are being discussed regarding medical research facilities and the drive to create a NCI-Designated Cancer Center. Additional private investments will be encouraged by proposed spending on Duncan Plaza and stormwater management as well as other services such as workforce development. Any large investment will be spread over several years. In Table 3 we illustrate, as an example, the impact of private investment of \$500 million taking place over a five-year and a ten-year time period.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS
IN BIODISTRICT NEW ORLEANS

If the investments are completed over a five-year time period, then this spending will support just over 1,400 jobs per year with personal earnings of \$62.3 million and state and local tax receipts of about \$8.7 million per year with \$4.7 million going to the state yearly and approximately \$4.0 million to local governments. If the investments are made over ten years, then the spending supports 735 jobs per year with earnings of \$31.2 million and state and local tax receipts of \$4.4 million per year with \$2.4 million going to the state and \$2.0 million going to local governments.

Table 3. Economic Impact of Estimated Investment of \$500 million over 5 and 10 Years

Investment over number of years	Estimated Direct Investment Spending per year	Economic Impact per year	Personal Earnings per year	Net New Jobs per year	State Receipts per year	Local tax Receipts per year
5 years	\$100,000,000	\$198,303,840	\$62,334,720	1,425	\$4,737,280	\$3,989,581
10 Years	\$50,000,000	\$99,151,920	\$31,167,360	735	\$2,369,677	\$1,993,753

There are announced investments and the purpose of the TIF is to ensure that these investments take place and to encourage additional investments as well. As noted in the RCLCO study for the Downtown Development District and the attention to having a NCI Cancer Research Center in New Orleans, there are opportunities for expanded investment opportunities, especially in the Central section of the district. These investments provide short-term economic impacts. But, once these investments are made, there will be recurring benefits that will go on if the business opportunities are available. The recurring benefits will be related to the industries that are attracted to BioDistrict New Orleans.

Final Comments

The BioDistrict is an area of New Orleans that can connect the business district, the entertainment district, the sports district, and the medical district together. It can provide a location for new industries to be initiated. The major investment in Charity Hospital which has been closed since Hurricane Katrina is a major step forward, but its success will depend on the overall activity in the area. The investment climate will be related to the availability of necessary public services. The TIF provides a line of revenues focused on this district. And, the investments and growth in BioDistrict New Orleans should not be taking activities from other areas of the city but should be expanding the business opportunities for the entire region.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS
IN BIODISTRICT NEW ORLEANS

Appendix A. Map of BioDistrict New Orleans



COOPERATIVE ENDEAVOR AGREEMENT

Between

THE STATE OF LOUISIANA

and

THE BIODISTRICT NEW ORLEANS

Dated as of July 1, 2023

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into and between the STATE OF LOUISIANA (the “**State**”), acting by and through the Secretary of the Department of Revenue, and the BioDistrict New Orleans, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and as more particularly described in La. R.S. 33:9039.61 et. seq., acting by and through its duly authorized representative (the “**District**” or the “**BioDistrict**”). The State and the BioDistrict may sometimes be referred to as “**Party**” or collectively as the “**Parties.**” The Agreement is effective as of July 1, 2023.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the “**Constitution**”) provides that for a public purpose, political subdivisions may engage in cooperative endeavors with private associations, corporations or individuals;

WHEREAS, economic development constitutes a public purpose for the expenditure of public funds as determined by the Louisiana State Legislature under various provisions of law, including but not limited to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (the “**Cooperative Economic Development Law**”), as amended;

WHEREAS, the Cooperative Economic Development Law authorizes the participation by the parties hereto in economic development activities, including the expenditure of public funds under certain circumstances;

WHEREAS, the BioDistrict was established to advance biomedical research and job creation in the area that includes the old Charity Hospital downtown, the new University Medical Center, the new Veterans Administration Hospital, Xavier University, Delgado Community

College's School of Nursing, LSU Medical School and Health Sciences Center, Tulane University Medical School and School of Public Health and Tropical Medicine, the Louisiana Cancer Research Center, and the New Orleans Bioinnovation Center, among other health care and bioscience assets in New Orleans and has statutory authorities as defined in La. R.S. 33:9039.61 et seq.;

WHEREAS, the BioDistrict is governed by a 15-member board composed of appointees of the Governor of Louisiana, the Mayor of New Orleans, senators and representatives whose districts include the BioDistrict, as well as leadership from LSU Health Sciences Center, Tulane University, Xavier University of Louisiana, and Delgado Community College;

WHEREAS, following public meetings and conversations with concerned neighborhood leaders in Mid-City and Gert Town in early 2022, the BioDistrict requested legislative changes to limit its authorities and narrow its boundaries, including removing the BioDistrict's authority to utilize eminent domain or expropriation and removing residential neighborhoods from the BioDistrict's boundaries;

WHEREAS, these proposed legislative changes were contained in HB 797 and introduced and enacted into law as Act 354 of the 2022 Regular Session of the Louisiana Legislature;

WHEREAS, the New Orleans Business Alliance serves as the administrator of the BioDistrict, including providing support and administration on governance, compliance, financial transactions, and record keeping for the BioDistrict;

WHEREAS, pursuant to a request from LSU Foundation and LSU School of Medicine who were advancing plans for the adaptive reuse of Charity Hospital, the Greater New Orleans Foundation led a comprehensive strategic planning process for the neighborhood surrounding Charity Hospital, which included three community meetings and the surveying of hundreds of residents and culminated with the release in September of 2018 of a report calling for the creation of a robust, job creating, and equitable innovation district;

WHEREAS, the Greater New Orleans Foundation's strategic plan calls for improving the area by creating good jobs that pay family-sustaining wages, advancing health care and research, fostering equitable economic development, increasing affordable housing, improving transportation, expanding services for the unhoused, promoting environmental sustainability through green infrastructure and park spaces, and providing opportunities for existing local and disadvantaged businesses;

WHEREAS, Governor John Bel Edwards has designated much of the BioDistrict as a federal Opportunity Zone, providing federal tax advantages to investors to spur additional development;

WHEREAS, GNO Inc., at the request of the Greater New Orleans Foundation, created a prospectus for the BioDistrict to highlight current assets within the area, including upcoming development projects and financial investments to promote additional investment within the area;

WHEREAS, the BioDistrict is a leading member of a consortium that was awarded \$500,000 in December 2021, as one of sixty Build Back Better Regional Challenge Grants from the Department of Commerce’s Economic Development Administration for the Gulf Coast Health Sciences Corridor;

WHEREAS, the State has been requested by the BioDistrict to undertake the cooperative endeavors herein provided in this Agreement in order to make it economically feasible for the BioDistrict to undertake projects which may include but not be limited to land acquisition (except land acquisition done by expropriation or the acquisition of any parcel that is zoned with a low-density residential zoning category), design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particular identified in R.S. 33:9039.72 of the Louisiana Revised Statutes (the “**Project**”);

WHEREAS, such enhancement of bioscience and health products would result in significant economic benefits to the State, including construction jobs, increased permanent employment, increases to the tax base for *ad valorem* taxation, and significant increases in sales and use tax collections as well as helping to mitigate the condition of unemployment or underemployment in the surrounding geographical area and other ancillary financial and economic development benefits such as health science research;

WHEREAS, the Project is more fully described in **Exhibit A** hereto and is expected to include research, administration, and development costs to be paid by the BioDistrict;

WHEREAS, the Project will provide further intangible benefits to the State and the surrounding areas in addition to those enumerated herein;

WHEREAS, in order to enable the BioDistrict to proceed with the Project, the State has agreed to dedicate the proceeds of the Monthly Pledged State Increment to the BioDistrict, providing infrastructure assistance and payment to the BioDistrict for the Project, as defined herein, subject to the terms and conditions set forth herein below in this Agreement;

WHEREAS, the State and the BioDistrict desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution and the Cooperative Economic Development Law, all for the purpose of enabling the BioDistrict to commence and continue the Project; and

WHEREAS, the City of New Orleans and the BioDistrict entered into a cooperative endeavor agreement (the “Local Cooperative Endeavor Agreement”) effective November 1, 2022 and ending October 30, 2039 pursuant to which the City of New Orleans has pledged to transfer a maximum of \$70.65 million in incremental increases in its undedicated sales taxes collected within the boundaries of the BioDistrict (the “City Tax Revenues”) to support economic development projects within the BioDistrict.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the State and the BioDistrict hereby covenant and agree with each other as follows:

I.
DEFINITIONS

1. **Definitions.** The following terms shall, for purposes of this Agreement, have the following meanings:

“**Act**” shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, comprised of La. R.S. 33:9020 through 9039, inclusive, and other constitutional and statutory authority.

“**Agreement**” shall mean this Cooperative Endeavor Agreement dated as of July 1, 2023, by and between the BioDistrict and the State, and any amendments or modifications hereto.

“**Annual State Base**” shall mean Eleven Million Seven Hundred Sixteen Thousand Four Hundred and Thirty One Dollars (\$11,716,431.00), which is the amount of State Sales and Use Tax collected from taxpayers during the 2021 Fiscal Year (July 1, 2020 thru June 30, 2021) within the geographic area comprising the BioDistrict.

“**Annual State Increment**” shall mean the amount by which the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Fiscal Year during the Term exceeds the Annual State Base.

“**Annual Pledged State Increment**” shall mean a sum equal to forty-five percent (45%) of the Annual State Increment collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Year during the Term and shall not exceed the BioDistrict’s pledged city sales tax increments under the Local Cooperative Endeavor Agreement for each annual year of collection commencing in Fiscal Year 2024; and in no event shall the State sum exceed twenty-five million dollars (\$25,000,000) in the aggregate.

“**Business Day**” shall mean any day that is not (a) Saturday or Sunday or (b) a legal holiday or a day on which banking institutions are authorized by law to close in the State of Louisiana.

“**City**” shall mean City of New Orleans, Louisiana.

“**Collection Start Date**” shall mean July 1, 2023.

“**Department**” shall mean the Louisiana Department of Revenue, the State Sales and Use Tax collection agent of the State.

“**District**” or “**BioDistrict**” shall mean that certain economic development district established in La. R.S. 33:9039.61 et. seq. as enacted by Act 354 of the 2022 Regular Session of the Louisiana Legislature, within the boundaries set forth in La. R.S. 33:9039.62 and **Exhibit B**.

“Depository Bank” shall mean the bank into which the Treasurer deposits State Sales and Use Tax receipts.

“Fiscal Year” shall mean the twelve-month period beginning July 1 of each year and ending June 30 of the following calendar year.

“Louisiana Economic Development” or **“LED”** shall mean the Louisiana Department of Economic Development.

“Month” shall mean a calendar month.

“Monthly State Base” shall mean the Annual State Base divided by twelve (12).

“Monthly State Collection” shall mean the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Month during the Term.

“Monthly Pledged State Increment” shall mean with respect to any month, the portion of the Annual Pledged State Increment collected and attributable to such month, such that the sum of the Monthly Pledged State Increments for any year equals the Annual Pledged State Increment for such year.

“Monthly State Increment” shall mean the amount by which the Monthly State Collection exceeds the Monthly State Base.

“Paying Agent/Trustee” shall mean the bank possessing trust powers, if any, which shall be appointed by the BioDistrict to receive the tax increments, described herein.

“Project” shall mean the project as contemplated and described in **Exhibit A**.

“Public Improvements” shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the BioDistrict and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the BioDistrict, and (iii) the general public infrastructure improvements in the BioDistrict, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

“State” shall mean the State of Louisiana.

“State Sales and Use Tax” shall mean the aggregate of sales and use taxes levied and collected by the state as a result of the sales and use taxes levied under La. R.S. 47:302 at the rate of 2%, La. R.S. 47:321 at the rate of 1%, La. R.S. 47:321.1 at a rate of .45% and La. R.S. 47:331 at a rate of .97%; sales and use tax shall not mean or include the .03% sales tax

levied under La. R.S. 51:1286 by the Louisiana Tourism Promotion District, any dedicated hotel motel sales tax or rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development.

“**State Treasurer**” or “**Treasurer’s Office**” shall mean the Louisiana Department of the Treasury.

“**Term**” shall mean the term of this Agreement as set forth in Article 5 hereto.

“**Year**” shall mean any consecutive twelve (12) month period.

2. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement entered into or furnished in connection with this Agreement.

II.

STATE’S REPRESENTATIONS

1. Authority of State. The State, through the Department, is granted the authority, pursuant to the Act, as amended, with the approval of the Joint Legislative Committee on the Budget and approval of the Louisiana State Bond Commission and other constitutional and/or statutory authority necessary to enter into this Agreement.

2. Scope of Authorized Agreement. The Act authorizes the State to enter into cooperative endeavor agreements with local government subdivisions and economic development districts that may provide for the use of State Sales and Use Tax receipts for economic development projects, such as the Project, after approval of the Joint Legislative Committee on the Budget. Pursuant to the Act, Joint Legislative Committee on the Budget approval has been received by the BioDistrict on Month XX, 20XX and the minutes of the meeting at which such approval was received are attached hereto as Exhibit C.

3. Collections. Unless otherwise specified hereby, the Department hereby represents that current law and the current internal collection processes and systems are adequate for the purpose of collecting, classifying, reconciling, calculating, dedicating and remitting of the Annual State Increment on a quarterly basis, provided that such systems may be changed by the Department as they pertain to their respective collection processes relative to this Agreement, after providing notice to the BioDistrict of such change.

4. Ownership of Pledged State Increment. The State hereby acknowledges and agrees that (a) the Annual Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the BioDistrict, and (b) pending classification as Pledged State Increment, such funds are not part of the State Treasury although collected by the State and held pending disbursement to the BioDistrict.

III.
BIODISTRICT'S REPRESENTATIONS

1. BioDistrict Authority. The BioDistrict has all requisite power to enter into this Agreement pursuant to the Act and there are no contracts or outstanding debts or other obligations in conflict herewith.
2. Scope of Project. The Project is within the scope of the Act and the BioDistrict will use the Annual Pledged State Increment solely to pay for the costs of the Project in order to induce economic development within the boundaries of the BioDistrict.
3. Project Necessity. The Project is necessary to promote economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in La. R.S. 33:9039.72, within the City of New Orleans; and the BioDistrict will proceed with diligence to pursue the Project.
4. Public Purpose. The BioDistrict represents that the expenditure of public funds as determined by the Louisiana State Legislature, under various provisions of law, including but not limited to the Act, shall be for the public purpose of the Project and related public purposes, and that the BioDistrict and its activities will create public benefit of equal or greater value to the investment made by the State through this Agreement.
5. Validity of BioDistrict Obligation. This Agreement constitutes a valid and legally binding obligation of the BioDistrict. The BioDistrict has taken or caused to be taken all necessary and proper action to authorize the execution, issuance and delivery of and the performance of its obligations under the Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.
6. No Suits. Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the BioDistrict before any court, arbitrator, or administrative or governmental body, or operations of the BioDistrict or that might adversely affect the ability of the BioDistrict to comply with its obligations hereunder or in connection with the transactions contemplated hereby.
7. Accuracy of Statements. No misleading, false or erroneous information has been provided by the BioDistrict to the State in this Agreement, or on any other document or certificate with respect to this Project. There is no fact or circumstance known by the BioDistrict that negatively affects or so far as the BioDistrict can reasonably foresee, will materially adversely affect the condition of the BioDistrict or its ability to perform its obligations hereunder including the issuance and payment of any Bonds issued pursuant to the Act or other constitutional or statutory authority.

IV.
COOPERATIVE ENDEAVOR OBLIGATIONS

1. Department Agency. The Department hereby agrees to act as agent of the BioDistrict on and after July 1, 2023 for the sole purpose of collecting the Monthly Pledged State Increment. Such agency shall continue for the Term of this Agreement or until the State's contribution has reached the maximum as set forth in the Agreement, or as otherwise provided by amendment or addendum to this Agreement. The Department hereby further agrees that it shall additionally take all reasonable enforcement procedures it is authorized by law to take in connection with the collection of the Monthly Pledged State Increment.

2. Transfer of Funds.

a. It is understood that the Monthly Pledged State Increment collected by the Department is the property of the BioDistrict and thus the payment thereof to the BioDistrict does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of the Department during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank, along with other state tax receipts. The Department shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the BioDistrict for deposit and the date for such transfer, which shall be no later than the thirtieth (30th) day of the third month of each calendar quarter for the transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter the Department will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the BioDistrict.

b. The BioDistrict shall furnish to the Department a list of all businesses located within the BioDistrict when requested by the Department.

c. The BioDistrict shall furnish or cause to be furnished to the Department with the amount of the BioDistrict's pledged city sales tax increments owed to the BioDistrict under the Local Cooperative Endeavor Agreement for the prior calendar quarter no later than the 20th day of the second month of each calendar quarter in order for the State to calculate the Monthly Pledged State Increment.

d. The expenditure of the Annual Pledged State Increment shall be dedicated to the public purpose of the BioDistrict pursuant to R.S. 33:9039.62 *et seq.*

3. Calculations. The Department and the BioDistrict hereby agree that the Monthly State Increment shall be calculated at least quarterly for each month during the term of this Agreement. Such calculations shall be made by the Department. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon the request of any party hereto. Collections of sales and use tax by the Department shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment regardless of which sales and use taxes are deemed due and owing; provided that collections of sales and use taxes paid under protest shall be set aside in accordance with the

Department's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judgment is made by a court of competent jurisdiction that such sales and use tax have been legally collected.

If it is determined that a shortage or overage exists in the amount collected and transferred, for any period, compared to the amount actually due, for whatever reason, the Department shall direct an adjustment in the Monthly Pledged State Increment, as the case may be, paid to the BioDistrict in order that the shortfall or over collection of revenues due to the BioDistrict for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment; provided that the Department shall not be obligated to use any funds for adjustments other than from State Sales and Use Tax collected from within the BioDistrict boundaries.

4. Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Collection Start Date. The Department shall direct the Treasurer's Office and the Depository Bank to pay over all Monthly Pledged State Increment collected from the Collection Start Date to the BioDistrict.

5. Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the Department is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of State Sales and Use Tax in the BioDistrict in the same manner as State Sales and Use Taxes are currently being collected or authorized to be cancelled as of the Collection Date.

6. Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of all Parties hereto.

7. LDR Collection Fees. The Department is hereby authorized and directed to withhold from the Sales and Use Tax collected by the Department within the geographical boundaries of the BioDistrict, as compensation for the performance of the Department's obligations hereunder, an amount equal to three (3%) of such Sales and Use Tax.

8. Reports to Louisiana Economic Development. The BioDistrict shall provide the following:

- a. Budget. The BioDistrict shall annually submit a budget presentation for all funds transferred under this Agreement, including annual goals, deliverables, and performance measures for the Project, and which budget shall be in strict accordance with all of the applicable provisions set forth in the Agreement, to the Secretary of Louisiana Economic Development. The initial budget presentation shall be submitted with a cover letter by no later than sixty days after this Agreement has been signed and by November 1 of each calendar year of this Agreement for all subsequent years. The budget shall become effective upon written approval of the Secretary of Louisiana Economic Development. Until the initial budget is approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict. Should a fiscal year end before a subsequent budget for the BioDistrict for the

succeeding year has been approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict until the budget for the new year has been approved, except that amounts to cover all debt service obligations for BioDistrict projects previously approved by the State Bond Commission shall not be withheld. The BioDistrict shall not be entitled to collect interest on any withheld payments from the State as a result of the Secretary of Louisiana Economic Development exercising its authority to withhold approval of the BioDistrict's budget.

- b. Plan. The BioDistrict shall update its strategic master plan for the BioDistrict within twelve months of the execution of this Agreement, and such a plan shall be submitted to the Secretary of Louisiana Economic Development for review and comment. The BioDistrict will update the plan as necessary, and at a minimum of every five years during the Term of this Agreement, with each update being submitted to the Secretary of Louisiana Economic Development for review and comment.
- c. Annual Report. Not later than November 1 of each year, beginning one year after the commencement of this agreement, the BioDistrict shall annually submit a report to the Secretary of Louisiana Economic Development that details its expenditures of the Annual Pledged State Increment and its performance relative to the goals and deliverables specified in its approved budget and master plan. The report should detail all projects undertaken and their current status and impacts, as well as the BioDistrict's challenges, strategies, and future plans.

V. TERM

1. Term of this Agreement. This Agreement shall be effective as of July 1, 2023, and shall extend for a term of seventeen (17) years through June 30, 2040.

VI. EVENTS OF DEFAULT

1. Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

(a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or

(b) Any party hereunder shall fail to observe or perform any other obligation required hereunder.

If such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

2. Remedies. Upon a default under Article VI, Section 1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

VII.
MISCELLANEOUS

1. Audit. The Legislative Auditor of the State may audit any and all books and records of the BioDistrict related to the Department and this Agreement, and the BioDistrict shall make available such books and records and expenses to the Legislative Auditor for such audit.

2. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO THE BIODISTRICT:

BioDistrict New Orleans
c/o New Orleans Business Alliance
1250 Poydras St., Suite 2150
New Orleans, LA 70113

With copy to:

Andrew Kopplin, Chair (or his successors)
c/o New Orleans Business Alliance
1250 Poydras Street, Suite 2150
New Orleans, LA 70113

TO THE DEPARTMENT:

Attention: Director, Policy Services Division
P.O. Box 44098
Baton Rouge, Louisiana 70804

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each Party at such other addresses or numbers as shall be designated by such Party in a written notice to the other Party.

3. Further Assurances. From time to time hereafter, the BioDistrict and the Department shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

4. Venue. Any suit brought by any Party hereto arising out of or by reason of this Agreement shall be brought in the Orleans Civil District Court, Orleans Parish, State of Louisiana, or such federal court as may have jurisdiction over any matter. However, if any suit is brought by or against the State, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

5. Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the BioDistrict or the Department in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

7. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

8. Taxes. The BioDistrict hereby agrees that the responsibility for payment of taxes from the funds, if any, thus received under this Agreement and/or legislative appropriation shall be the BioDistrict's obligation.

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

10. Nonassignability. The BioDistrict shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the BioDistrict from assigning its bank, trust company, or other financial institution any money due or to become due from this Agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. Discrimination Clause. The BioDistrict 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 the requirements of the Americans with Disabilities Act of 1990.

The BioDistrict agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. In particular,

- a. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the BioDistrict (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the BioDistrict's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- b. **Non-Discrimination.** In the performance of this Agreement, the BioDistrict will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS or HIV status against (1) any employee of the State of Louisiana working with the BioDistrict in any of BioDistrict's operations or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the BioDistrict. The BioDistrict agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- c. **Incorporation into Subcontracts.** The BioDistrict will incorporate the terms and conditions of this Section into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

12. Public Notice of Meetings. The BioDistrict shall follow all state laws with regard to providing public notice of its meetings.

13. Records Retention. The BioDistrict shall follow all state laws with regard to records retention, and shall require its contractors and subcontractors, grantees and subgrantees to maintain all financial records for a period of four years after the final payment is made by the BioDistrict.

14. Constitutional Prohibitions on Donations of Property. The BioDistrict shall comply with Article VII, Section 14(A) of the Louisiana Constitution prohibiting the donation of public funds.

15. Issuance of Bonds or Debt Instruments. The BioDistrict must secure approval from the State Bond Commission before issuing any bonds or debt instruments whose debt service and interest shall be paid by any revenues provided by the State as a result of this Agreement. The State shall not be responsible for contributing revenues provided by the State as a result of this Agreement for any BioDistrict project that has not received approval by the State Bond Commission in advance of the bonds or debt instruments being issued.

16. Louisiana Code of Governmental Ethics. All BioDistrict Board of Commissioners members and staff shall comply with the Louisiana Code of Governmental Ethics.

17. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

18. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

19. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

20. Authority of the State of Louisiana. Consistent with provisions of La. R.S. 33:9039.63, nothing in this Agreement shall affect the authority of the State of Louisiana, the medical institutions or the educational institutions within the BioDistrict, or any other political subdivision.

Exhibits. The following exhibits will be and are incorporated into this Agreement:

Exhibit A – The Project

Exhibit B – The BioDistrict Boundaries

Exhibit C – Joint Legislative Committee on the Budget Approval

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Thus done and signed this ____ day of _____, 2023 at Baton Rouge and New Orleans, Louisiana.

BIODISTRICT NEW ORLEANS

By:
Its: Chairman

STATE OF LOUISIANA, ACTING BY AND
THROUGH THE DEPARTMENT OF
REVENUE

By: Kevin Richard
Its: Secretary, Department of Revenue

**Exhibit A
The Project**

The Project shall include the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including Public Improvements, consistent with BioDistrict's broader objectives as outlined below:

A.(1) The district may undertake a project which may include but not be limited to land acquisition, design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto. The district may establish projects for bioscience and health products, including projects related to:

(a) Research and development.

(b) Invention and discovery.

(c) Commercialization.

(d) Production and manufacturing of goods and products, including facilities for manufacturing.

(e) Development of production process and delivery system purposes in, involved in, based on, or related to, or intended to advance the state of knowledge, skill, and understanding of, the biosciences, including:

(i) Wet laboratories.

(ii) Clean rooms.

(iii) Dry laboratories.

(iv) Research and development facilities.

(v) Genetics facilities and equipment.

(vi) Pharmaceutical facilities and equipment.

(vii) Biotechnology incubators.

(viii) Bioscience and biotech health care facilities.

(ix) Biotech facilities.

(x) Bioscience facilities.

(xi) Other similar projects.

(2) Bioscience education, including health or biotech education programs in cooperation with affiliate institutions of higher education;

(3) Access to public safety facilities and equipment;

(4) Streets and roads;

(5) Drainage services;

(6) Wastewater services;

(7) Potable water services;

(8) Telecommunication facilities;

(9) Demolition of existing structures;

(10) Chilled water services;

(11) Steam services;

(12) Industrial gases services;

(13) Other utility and process and production services; or

(14)(a) The support of any other type of bioscience projects or safety, security (police), parking, housing (student and workforce), conference and meeting facilities, transportation (pedestrian and vehicular), emergency preparedness, emergency operations, beautification, image, district identity, centralized laundry, janitorial services, maintenance services (grass cutting, street cleaning), development and enforcement of district standards for buildings (architectural), landscaping, streets and sidewalks, lighting and signage.

(b) The district or any subdistrict shall not adopt a district identity or any district standards for any area of the city of New Orleans without the prior approval of the governing authority of the city of New Orleans, by ordinance.

B. The board shall, through promulgation of bylaws adopted by the board, form committees to create a biosciences development and job creation plan for each project. The board, through the promulgation of bylaws, shall provide for the membership of the respective committees and their duties, and shall include mandatory review and approval of all development projects. Such committee shall also have primary responsibility for due diligence regarding such projects under guidelines established by this Chapter.

C. The plan shall have two phases:

(1) Phase I: The preliminary feasibility analysis shall include but not be limited to the following:

- (a) A job creation vision and purpose.
- (b) A bioscience vision and purpose.
- (c) A preliminary cash flow.
- (d) Preliminary sources and uses of funds.
- (e) Cost estimates.
- (f) A preliminary financial plan.
- (g) A preliminary job creation estimate.
- (h) A preliminary business plan.
- (i) A preliminary critical path.

(2) Phase II: The final feasibility analysis shall include but not be limited to the following:

- (a) A job creation vision and purpose.
- (b) A bioscience vision and purpose.
- (c) A cash flow proforma.
- (d) Sources and uses of funds.
- (e) Cost estimates.
- (f) Revenue estimates.
- (g) Financial plan.
- (h) A job creation estimate.
- (i) A business plan.
- (j) A development and financial critical path.
- (k) A development and financial timeline.

D.(1) All projects of the district and any subdistrict in the city of New Orleans shall be performed only within the boundaries of the district or subdistrict.

(2) All projects of the district and any subdistrict in the city of New Orleans shall be subject to and shall comply with the city of New Orleans master plan and all ordinances and rules and

regulations governing zoning, building land use, historic preservation, historic districts, and neighborhood participation plans applicable to the area in which the project is located.

Exhibit B

The Boundaries of the BioDistrict

The BioDistrict shall be composed of all of the territory located in the parish of Orleans included within the following perimeter:

From the corner of Iberville Street and North Derbigny Street proceed south along the apparent eastern right of way of North Derbigny Street to the point where the northern property line of Lot A. of Square 217 intersects with North Derbigny Street. Thence proceed west through the entirety of Square 217 along the northern property lines of Lot A, Lots 4 and 5, Lots 25, 26, and part of 24, Lot C, Lots 9, 10, and 11 and Lot 21 or 12 of Square 217. Crossing North Roman Street, proceed west along the southern property line of Lot 2 of Square 45. Thence turn north and proceed in Square 245 along the western property lines of Lot 2, Lot 3, Lot 4, and Lot 5. Thence turn west and proceed along the southern property lines of Lot 11, Lot 12, Lot 13 or 19, Lot 14 or 18, Lot 15 or 17, and Lot 16 of Square 245 to where it intersects with the apparent eastern right of way of North Prieur Street. Crossing North Prieur Street at an oblique southwest angle, proceed along the northern property lines of Lot C, Lot 3, Lot 4, Lot 5, Lot 6, Lot 16, Lot 17, Lot 20, Lot 21, and Lot 19 of Square 246. Crossing North Johnson Street proceed west along the northern property lines of Lot 23, Lot A, Lot B or 7R, Lot C or Part of Lot 4-7, Lot A or 8, Lot A or 9, Lots 8, 9, and 10, and Lot C, of Square 275. Thence, from where the rear property line of Lot B, Lot 8, Lot 9, Lot 10, and Lot C, Square 275 intersects with North Galvez Street, proceed South along the apparent eastern right of way of North Galvez Street to the intersection of North Galvez street and the apparent southern right of way of Canal Street. Thence west along the apparent southern right of way of Canal Street for three blocks to the intersection of the apparent southern right of way of Canal Street and the apparent eastern right of way of North Rocheblave Street. Thence three blocks south along the apparent eastern right of way of South Rocheblave Street to the southeast corner of South Rocheblave Street and Banks Street. Thence one block west along the apparent southern right of way of Banks Street to the intersection of Banks Street and South Dorgenois Street. Follow the apparent eastern right of way of South Dorgenois Street south one block to the intersection of Tulane Avenue. Thence follow the apparent northern right of way of Tulane Avenue in a northeast direction four blocks to the corner of South Galvez Street. Thence south along the apparent eastern right of way of South Galvez Street for two blocks to the intersection with Perdido Street. Thence follow the apparent northern right of way of Perdido Street east to where Perdido Street intersects with the eastern property line of Lot B and Part of 15, and Lot 18 or 14 of Square 517.

Follow said property line in a southern direction to the northern boundary of Lot A-1. Thence proceed west to the most northerly northwest corner of Lot A-1.

Thence proceed south in the direction of Poydras Street along the eastern boundary lines of Lot 19, Lot 11 or 21, Lot 12 or 20, and Lot 22. Thence proceed west along the southern property line of Lot 22 to where it intersects with the eastern side of South Galvez Street. Thence, proceed south along the apparent eastern right of way of South Galvez Street to the intersection of South Galvez Street and Poydras Street. Thence proceed along Poydras Street in a westward direction to the

intersection of Poydras Street and South Broad Street. Thence proceed north along South Broad Street one block to the corner of South Broad Street and Perdido Street.

Proceed east along the apparent northern right of way of Perdido Street to the eastern property line of the Lot owned by HTJ Investments, LLC. Proceed north following said property line the width of Square 586 to where said property line intersects with Gravier Street. Thence proceed west along the apparent northern right of way of Gravier Street to where the western property line of Lot 26, in Square 585 intersects with Gravier Street. Thence, proceed north along said property line until the southern property line of Lot 22 or Part of Lot 22. Thence proceed in an easterly direction towards South Dorgenois Street along the northern boundary lines of Lot 26, Lot 27, and Lot 28, Thence proceed north toward Tulane Avenue along the westernmost property line of Lot 22 or Part of Lot 22, and Lot 30.

Thence run east towards South Dorgenois Street along the rear line of Lot 22 or Part of Lot 22, and Lot 30. Thence turn at a ninety degree angle north and follow the westernmost property line of Lot 40 and Lot 41. Thence run east along the northern property line of Lot 41. until it intersects with South Dorgenois Street. Thence proceed north along the apparent western right of way of South Dorgenois Street (crossing Tulane Avenue) until you reach the intersection of the apparent western right of way of South Dorgenois Street and the southern property line of Part of Lot 29, Lot 30 or P, Lot 40, Lot 41 in Square-1 of Square 584. Proceed west along said property line until it intersects with the easternmost border of Lot A or Lot 47. Thence turn south along the easternmost property line of Lot A or Lot 47 until it intersects with the northernmost property line of Lot 22. Thence continue in a westerly direction along the northernmost property lines of Lot 22 or 33, Lot 21 or 32, and Lot 19 or 20 or Lot 30 and 31. Crossing Manassas Place into Square Number 584, continue westward along the northernmost property lines of Lot 17 or 29 or B, Lot 16-B., and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, Lot 15 or Lot 27.

Thence turn southwest along the westernmost property line of Part of Lot 17 or 29 or Lot B, Lot 16-B, and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, 15 or Lot 27 until it intersects with the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25. Proceed west along the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25 to the point it intersects with the eastern side of South Broad Street. Thence cross South Broad Street at a slight southwest angle to the intersection of South Broad Street and Baudin Street. Proceed west along the apparent southern right of way of Baudin Street for two blocks. Thence south along the apparent eastern right of way of South Dupre Street one block to the intersection with Tulane Avenue. Thence proceed southwesterly along the apparent northern right of way of Tulane Avenue, approximately two-thirds of a block to the intersection of Tulane Avenue and the eastern property line of Lot 13 in Square 627. Thence Proceed northward along said line until it intersects with the southern property line of the rear part of Lot 21. Thence proceed in a westward direction along the rear property line of Lot 13 until it intersects with the easternmost property line of Lot A. Thence turn south along the eastern property line of Lot 13 to where it intersects with the northeastern corner of Lot 12. Thence proceed west along the rear property lines of Lot 12 and Lot 11 to the intersection with South Gayoso Street. Crossing South Gayoso Street proceed west along the entire northern property line of Lot 1-A, crossing the entirety of Square 636 stopping at the intersection of said property line and the apparent western right of

way of South Salcedo Street. Thence run north along the apparent western right of way of South Salcedo Street back to the apparent southern right of way of Baudin Street. Thence proceed west along the apparent southern right of way of Baudin Street one block to the corner of South Lopez Street. Thence proceed south on the apparent eastern right of way of South Lopez Street (crossing Tulane Avenue) and reaching the intersection of South Lopez Street and the apparent southern right of way of Tulane Avenue. Proceed northeast along the apparent southern right of way of Tulane Avenue two blocks to the intersection with the apparent eastern right of way of South Gayoso Street. Turn south on the apparent eastern right of way of South Gayoso Street until it intersects with the northern property line of Lot 16., Square 626. Proceed thence east along the northmost property lines of Lot 16 and Lot 27 across the entirety of Square 626 until you reach the apparent western right of way of South Dupre Street. Cross South Dupre Street at a slight southeast angle intersecting with the apparent eastern right of way of South Dupre Street and the southwest corner of Lot 21A. Thence proceed east along the entire southernmost property line of 21A across the entirety of Square 613 to where it intersects with the apparent western right of way of South White Street. Thence south on the apparent western right of way of South White Street until you reach the corner of South White Street and Gravier Street. Proceed thence southwest along the apparent northern right of way of Gravier Street one block west to the corner of Gravier Street and South Dupre Street. Thence proceed south along the apparent eastern right of way of South Dupre Street south one block to the intersection of Perdido Street and South Dupre Street. Thence proceed in a southwesterly direction five blocks along the apparent northern right of way of Perdido Street to the corner of Perdido Street and the eastern side of S. Norman C. Francis Parkway. Proceed from this corner approximately one and one-half blocks north on South Norman C. Francis Parkway until the intersection with South Norman C. Francis Parkway and the southernmost property line of Lot B and Part of Lot 14 or 15 of Square 677. Thence an easterly direction towards South Rendon Street along the southernmost property line of Lot B and Part of Lot 14 or 15 and the northernmost property line of Lot 29 where said property line intersects with the apparent western right of way of South Rendon Street. Thence north along the apparent western right of way of South Rendon Street to where it intersects with the apparent northern right of way of Tulane Avenue. Thence proceed in a slight northeast angle to the intersections of Tulane Avenue, South Lopez Street, and D'Hemecourt Street. Thence proceed in a westerly direction along the apparent southern right of way of D'Hemecourt Street three blocks (Crossing South Norman C. Francis Parkway) to the corner of D'Hemecourt Street and the apparent eastern right of way of South Clark Street. From the corner of D'Hemecourt and South Clark, proceed south to the point where the apparent eastern right of way of South Clark Street intersects the northern property line of Lot Z or 3, Square 689. Proceed east along the northern property line of Lot Z or 3 to where it intersects with the western property line of Lot 3. Thence turn south and follow the western property line of Lot 3 until it intersects with the northernmost apparent right of way of Tulane Avenue. Thence turn west and follow Tulane Avenue to the intersection with South Clark Street. Proceed south along the apparent eastern right of way of South Clark Street (crossing Tulane Avenue) to the corner of South Clark Street and the apparent northern right of way of Gravier Street. Proceed west along the apparent northern right of way of Gravier Street approximately one and one-half blocks to the point on Gravier Street where it intersects with the western property line of Lot 5 and Part of Lot K Square 715. Continue in a northern direction along the western property lines of Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, and part of Lot 11 until it intersects with the southwest corner of Lot 13. Proceed thence east along the southern property lines of Lot 13, Lot 14, Lot 15, and Lot 17, Square 715 to the intersection with the apparent western right of way of South Genois Street.

Thence proceed north along the apparent western right of way of South Genois Street to the intersection with Tulane Avenue. Thence proceed westerly along the apparent southern right of way of Tulane Avenue two blocks to the southwest corner of Tulane Avenue and South Cortez Street. Thence briefly north on the apparent western right of way of South Cortez Street (crossing Tulane Avenue) to the intersection of South Cortez Street and Ulloa Street. Thence west three blocks along the apparent southern right of way of Ulloa Street to the corner of South Carrollton Avenue. Thence proceed briefly south along the eastern side of South Carrollton Avenue (crossing Tulane Avenue) until it intersects with the northernmost property line of Lot 1, Square 763. Proceed thence along the northern boundary line of Lot 3 in a meandering southeast direction and then south along the property lines of Lot 3 and Lot 2 to the intersection with the southernmost boundary of Square 763 and the apparent northern right of way of Gravier Street. Proceed thence west along the apparent northern right of way of Gravier Street to the intersection with South Carrollton Avenue. Proceed south along the eastern side of South Carrollton Avenue to the corner of South Carrollton Avenue and Edinburgh Street. From the corner of South Carrollton Avenue and Edinburgh Street, proceed east five blocks along the apparent northern right of way of Edinburgh Street to the corner of Edinburgh Street and Broadway Street. Thence proceed north one block along the apparent western right of way of Broadway Street to the intersection with Palm Street. From the intersection of Broadway and Palm Streets, proceed east along the apparent northern right of way of Palm Street moving at a slight northeast angle at the intersection of Palm Street and Audubon Street until you come to the dividing line between Square 23 and Square 128. Proceed north along said boundary line of Squares 23 and 128 to the intersection with the apparent southern right of way of Washington Avenue. Continue along Washington Avenue in a northwesterly direction to the southwest corner of Broadway Street and Washington Avenue. Thence proceed north (crossing Washington Avenue and Drexel Drive), continuing north along the apparent eastern right of way of Broadway Street two blocks to the intersection of Broadway Street and Dixon Street. Thence one block west along the apparent southern right of way of Dixon Street to the intersection of Dixon Street and Pine Street. Thence proceed one block north along the apparent western right of way of Pine Street to the intersection of Pine Street and Howard Avenue. Proceed east along Howard Avenue three blocks to the corner of Howard Avenue and South Genois Street. Thence proceed south along the apparent eastern right of way of South Genois Street for two blocks to the intersection of South Genois Street and Drexel Drive. Thence east one block along the apparent northern right of way of Drexel Drive to the intersection of South Clark Street. From the corner of South Clark Street and Drexel Drive proceed south along the apparent eastern right of way of South Clark two blocks to the intersection with Washington Avenue and South Clark Street. Proceed along the apparent southern right of way of Washington Avenue in a southeast direction to the intersection of Washington Avenue and Earhart Boulevard. From the corner of Earhart Boulevard and Washington Avenue proceed on Earhart Boulevard in a generally northeast direction until Earhart Boulevard intersects with Loyola Avenue. From the intersection of Loyola Avenue and Earhart Boulevard, proceed in a meandering northwest direction along the western side of Loyola Avenue and Elk Place to the intersection of Elk Place and Iberville Street. Proceed thence west along the apparent southern right of way of Iberville Street seven blocks (crossing North Claiborne) to the intersection with Iberville and North Derbigny Street to a point. Said point being the point of beginning.

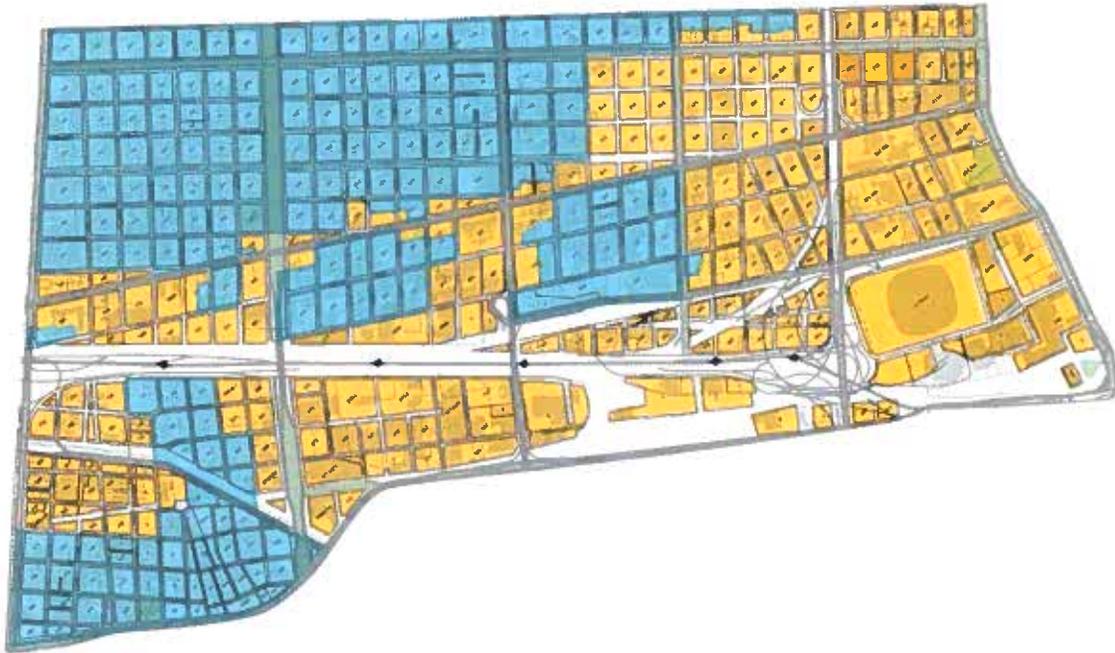


Exhibit C

MINUTES OF JOINT LEGISLATIVE COMMITTEE ON THE BUDGET MEETING

[See Attached]

CITY HALL: October 6, 2022

CALENDAR NO. 33,936

NO. 29237 MAYOR COUNCIL SERIES

**BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS, GREEN, GIARRUSSO, KING
(BY REQUEST)**

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the “City”) and the BioDistrict New Orleans (the “District”), for a term greater than one year, for the public purpose of using incremental increases in undedicated taxes collected within the boundaries of the District to induce economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the District in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit “A”; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the District is a political subdivision of the State as defined in Article VI, Section 44(2) of the Constitution of Louisiana, created by Acts 2005, No. 487 of the Louisiana Legislature and established in La. R.S. 33:9039.61 through 33:9039.76, as amended by Acts 2011, No. 400 of the Louisiana Legislature; and

WHEREAS, the District is composed of all the territory located in the parish of Orleans bounded by Earhart Blvd., Carrollton Ave., Loyola Ave., and Iberville St. (see La. R.S. 33:9039.62) and as otherwise set forth in Act 354 of the 2022 Regular Session of the Louisiana Legislature; and

WHEREAS, the City and the District may enter into cooperative endeavors with each other pursuant to the Louisiana Constitution, Louisiana Revised Statutes, and Home Rule Charter, and the City has been requested by the District to undertake the cooperative endeavor herein provided in order to make it economically feasible for the District to undertake projects for the enhancement of bioscience and health products, including but not limited to projects identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, which would result in significant economic benefits to the City, including construction jobs, increased permanent employment, increases in the ad valorem tax base, increases in sales and use tax collections, mitigation of the conditions of unemployment or underemployment in the surrounding geographical area, and other ancillary financial and economic development benefits such as health science research; and

WHEREAS, the City and the District desire to enter into the cooperative endeavor agreement herein provided in order to accomplish the valued public purpose of using incremental increases in undedicated taxes collected within the boundaries of the District to induce economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the District in the City of New Orleans, and to bring about the significant economic benefits to the City as described hereinabove; NOW THEREFORE

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into the attached cooperative endeavor agreement with the District, for a term of seventeen (17) years, for the public purpose of using incremental increases in undedicated taxes collected within the boundaries of the District to induce economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the District in the City of New Orleans.

SECTION 2. That said cooperative endeavor agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS OCTOBER 20, 2022

HELENA MORENO

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON OCTOBER 21, 2022

APPROVED: OCTOBER 25, 2022

LATOYA CANTRELL

MAYOR

RETURNED BY THE MAYOR ON OCTOBER 27, 2022 AT 12:35 P.M.

LORA W. JOHNSON

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS: Giarrusso, Green, Harris, King, Moreno, Morrell - 6

NAYS: 0

ABSENT: Thomas - 1

RECUSED: 0

***Copies of the attachment may be seen in full in the Clerk of Council's Office, 1300 Perdido Street, Room 1E09, City Hall.*

BIODISTRICT NEW ORLEANS



**PRESENTATION TO THE JOINT LEGISLATIVE
COMMITTEE ON THE BUDGET**

SEPTEMBER 15, 2023

PRESENTED BY:

Andy Kopplin, Chair of the BioDistrict Board of Directors

Blake Stanfill, Vice Chair of the BioDistrict Board of Directors

Michael Hecht, BioDistrict Board Member

OVERVIEW

THE BIODISTRICT WAS CREATED IN 2005 BY THE STATE LEGISLATURE, WITH IMPORTANT COMMUNITY-FOCUSED MODIFICATIONS IN 2022.



- The BioDistrict New Orleans is an economic development district that is charged with the responsibility of growing both the programmatic and physical development components of the biosciences sector of the New Orleans economy.
- The BioDistrict board is composed of appointees of business and healthcare sector leaders, higher education, and state and local government and community members. The structure of the board is modeled after best practices for economic development districts.

The City of New Orleans has approved a CEA for economic development revenue sharing with the BioDistrict that allows the BioDistrict to earn as much as \$70.6 million dollars between 2022 - 2039.

BIODISTRICT MAP



- University Medical Center
- VA Hospital
- Tulane University Hospital
- New Orleans BioInnovation Center
- Louisiana Cancer Research Center
- LSU Medical School
- Tulane Medical School
- Original Delgado School of Nursing Site
- Xavier University
- Ochsner Administrative Offices
- New Orleans Charter Science & Math High School



PROPOSED ECONOMIC DEVELOPMENT REVENUE SHARING CEA BETWEEN THE BIODISTRICT AND STATE OF LOUISIANA

- **FUNDED BY GROWTH:** The State will share a portion of incremental sales tax growth above the current baseline, which is established by Louisiana Department of Revenue pursuant to statute, with new growth driven by BioDistrict investments and associated with a 2% sales tax rate to be invested in the BioDistrict.
- **NO NEW OR ADDITIONAL TAXES:** No businesses or residents in the district will pay any more in taxes.
- **ALL CURRENT REVENUES WILL BE RETAINED BY THE STATE:** All sales tax up to the current baseline will continue to be retained by the State, plus all new growth beyond that associated with the 2% sales tax rate. If there is no sales tax revenue growth in the BioDistrict, the BioDistrict will not receive funding.
- **STATE MATCHING:** State would match up to \$25 million in revenues generated locally through a CEA between the BioDistrict and the City of New Orleans, similar to prior State action in support of projects in Lake Charles and Baton Rouge. The City of New Orleans will contribute as much as \$70.6 million if all projections are reached.
- **BIODISTRICT REVENUES:** State revenue sharing funds must be used for public improvements and public infrastructure.



INVESTMENTS

Based on input from sector leaders, community organizations, BioDistrict Board, and previous strategic plans, we anticipate the need to fund the following types of investments to spur job growth and innovation:

- **INVEST IN BIOTECH AND LIFE SCIENCES COMMERCIALIZATION FACILITIES**
- **INVEST IN ENTREPRENEURSHIP AND BUSINESS ACCELERATION**
- **ESTABLISH MATCHING FUND FOR BIO COMPANIES**
- **ESTABLISH MATCHING FUND TO ENSURE TRAINED WORKFORCE**
- **BUILD IMPROVED TRANSIT AMENITIES**



PROPOSED STATE CEA INFRASTRUCTURE INVESTMENTS



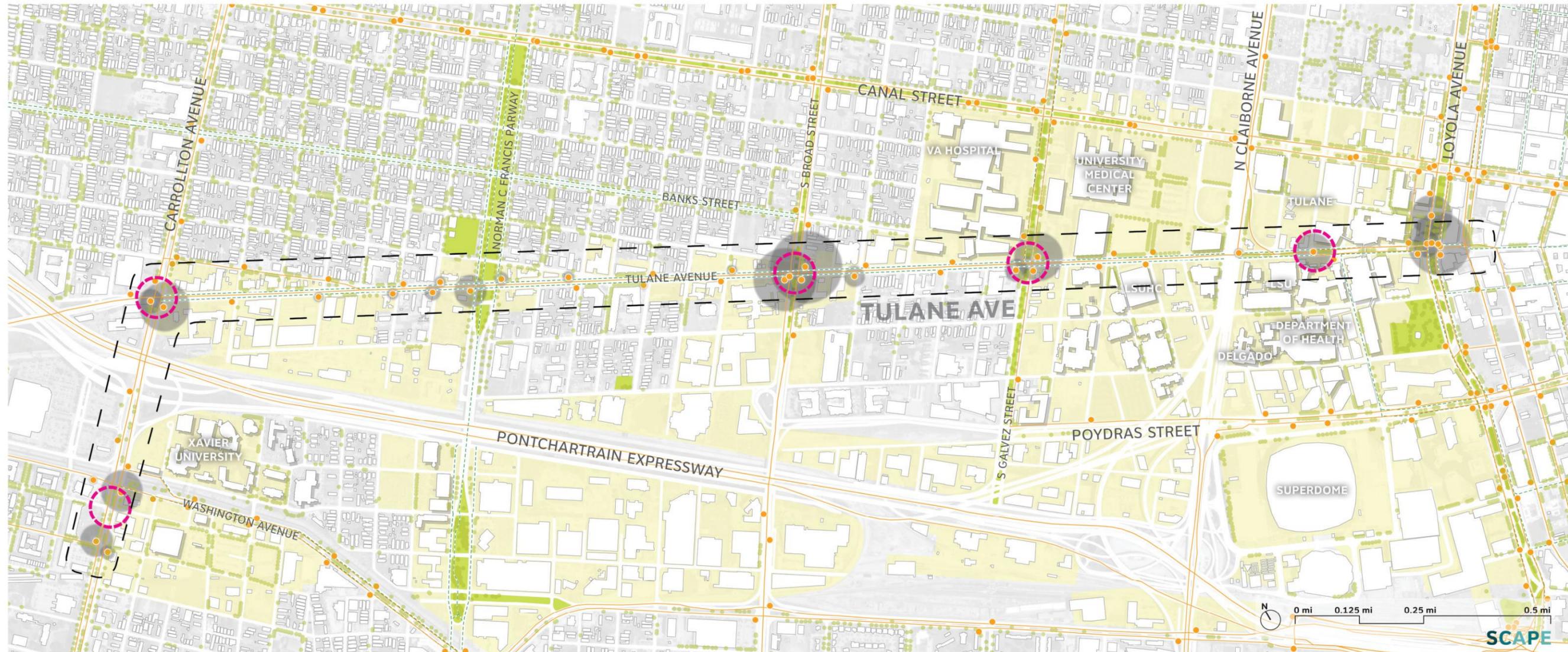
PROPOSED IMPROVEMENTS	COST (ESTIMATE)	GOAL ALIGNMENT
<p>BUS SHELTERS</p> <ul style="list-style-type: none"> • New Bus Shelters and (5) “Super Stops” along Tulane Avenue Health Line from Hospitals, Medical Schools to Xavier University 	<p>\$2.2M</p>	<p>SAFETY, FUNCTION, HEAT MITIGATION</p>
<p>LANDSCAPE ENHANCEMENTS</p> <ul style="list-style-type: none"> • Park Improvements at Norman C. Francis Pkwy and N. Galvez St. neutral grounds. • Landscape Enhancements, including Green Infrastructure along Tulane Ave. 	<p>\$2.7M</p>	<p>FUNCTION, HEAT MITIGATION, BEAUTIFICATION</p>
<p>SAFETY/ACTIVATION LIGHTING</p> <ul style="list-style-type: none"> • Safety Lighting at key Gateways: Lighting at Tulane Ave. Claiborne overpass; Beacon Lighting at Norman C. Francis Pkwy, N. Broad St and N. Galvez Street 	<p>\$1M</p>	<p>SAFETY, FUNCTION, BEAUTIFICATION</p>
<p>TRAFFIC SAFETY</p> <ul style="list-style-type: none"> • Crosswalks at key intersections. • Bike lane improvements including painting existing bike lanes and addition of delineators. 	<p>\$750K</p>	<p>SAFETY, FUNCTION</p>

NOTE: THESE PRIORITIES WERE ESTABLISHED BASED UPON PUBLIC ENGAGEMENT, SURVEYS, AND THROUGH CONSULTATION WITH PARTNERS SUCH AS THE REGIONAL TRANSIT AUTHORITY (RTA), DOWNTOWN DEVELOPMENT DISTRICT (DDD), AND OTHER STAKEHOLDERS. ESTIMATED BUDGET NUMBERS ARE AN APPROXIMATION BASED ON COMPARABLE IMPROVEMENT PROJECTS. THE ACTUAL COSTS ARE SUBJECT TO CHANGE AFTER PROJECT ELEMENTS HAVE BEEN DESIGNED, NEGOTIATED AND FINALIZED.

MAXIMUM AMOUNT UNDER STATE CEA, 2024-2028: \$6,672,366

BUS SHELTERS

*Preliminary bus shelter placements informed by RTA ridership data and critical investment sites



LEGEND

- RTA stop
- RTA line
- Bike lane
- Proposed super stop

RIDERSHIP DATA*

- 10 or fewer daily boardings
- 20 daily boardings
- 105 daily boardings (max)

PROPOSED IMPROVEMENTS	COST (ESTIMATE)
New Bus Shelters and (5) "Super Stops" along Tulane Avenue BioDistrict Line from Hospitals, Medical Schools to Xavier University	\$2.2M



BUS SHELTER PRECEDENTS



"Super Stops" with additional amenities



Unique Materiality

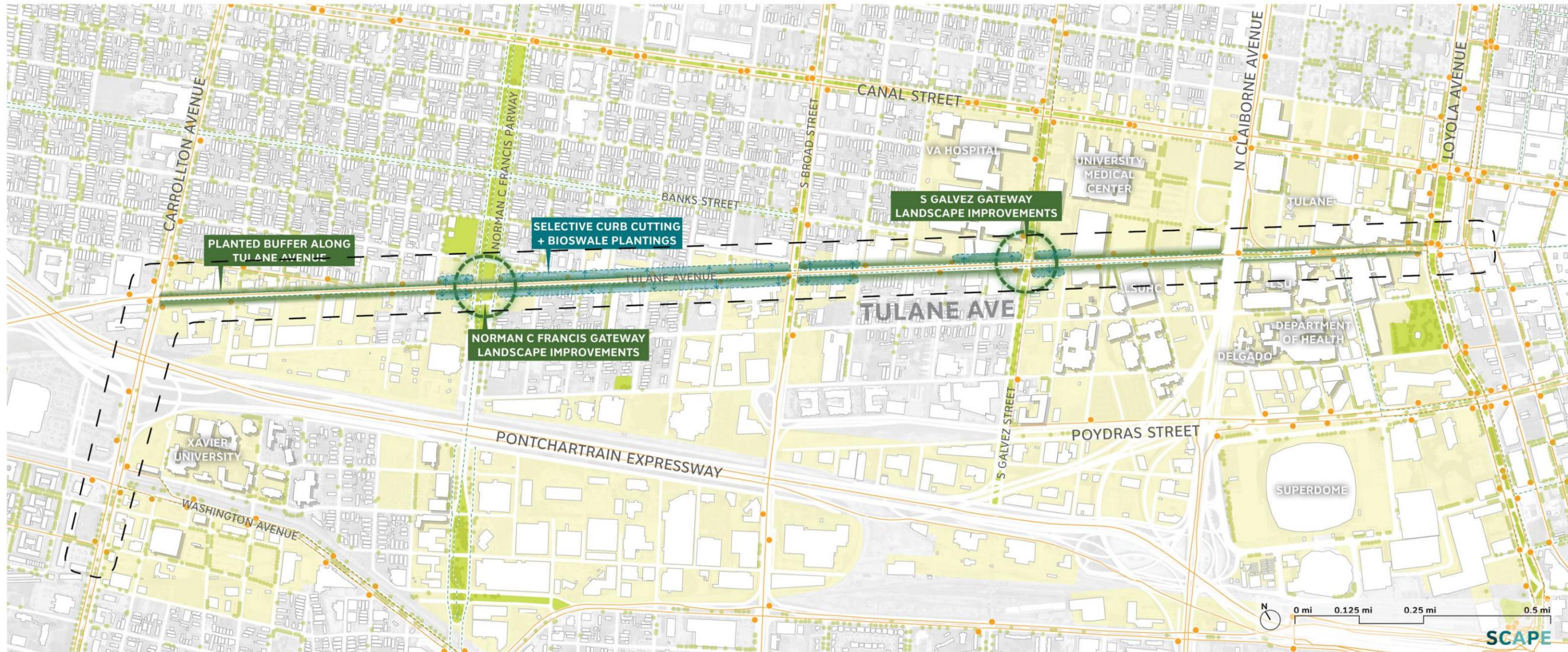


Safety / Activation Lighting



Locally-Specific Art and Icons

LANDSCAPE ENHANCEMENTS



LEGEND

- RTA stop
- RTA line
- Bike lane
- Public green space
- BioDistrict extent
- Streetscape planting
- Stormwater improvement
- Proposed landscape zone

PROPOSED IMPROVEMENTS	COST (ESTIMATE)
Park Improvements at Norman C. Francis Pkwy and N. Galvez St neutral grounds; Landscape Enhancements, including Green Infrastructure, along Tulane Ave.	\$2.7M



LANDSCAPE ENHANCEMENTS PRECEDENTS



Pedestrian Pull-offs + Pocket Parks



Iconic Streetscape Design



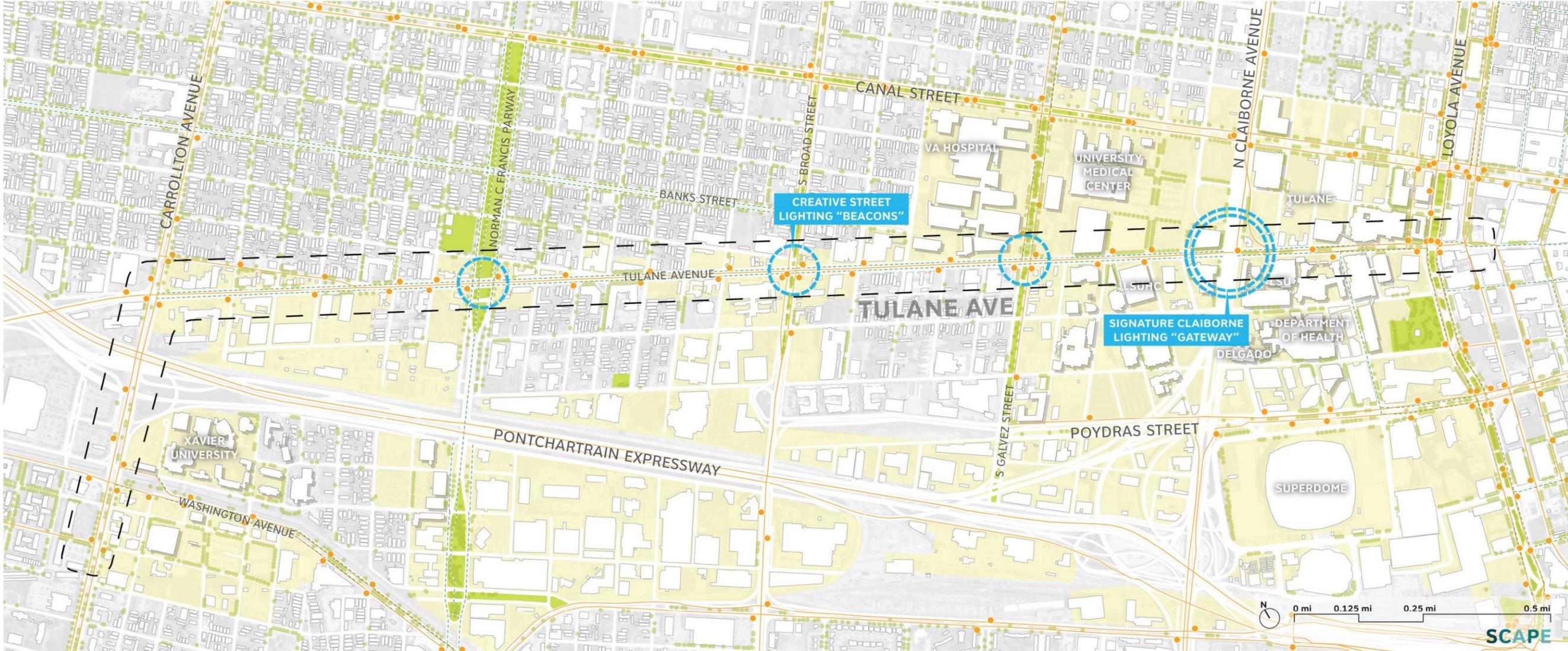
Planted Neutral Grounds + Swales



Regionally Specific Planting



SAFETY / ACTIVATION LIGHTING



LEGEND

- RTA stop
- RTA line
- - - Bike lane
- Public green space
- BioDistrict extent
- Proposed lighting zone

PROPOSED IMPROVEMENTS	COST (ESTIMATE)
Safety Lighting at key Gateways: Lighting at Tulane Ave. Claiborne overpass; Beacon Lighting at Norman C. Francis Pkwy, N. Broad St and N. Galvez Street	\$1M

SAFETY / ACTIVATION LIGHTING PRECEDENTS



Safety Lighting for Underpass "Gateway"



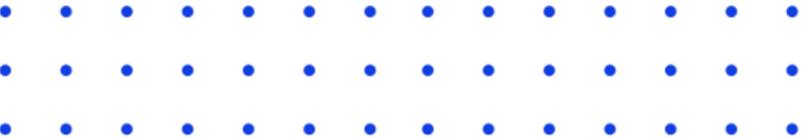
Safety Lighting for Underpass "Gateway"



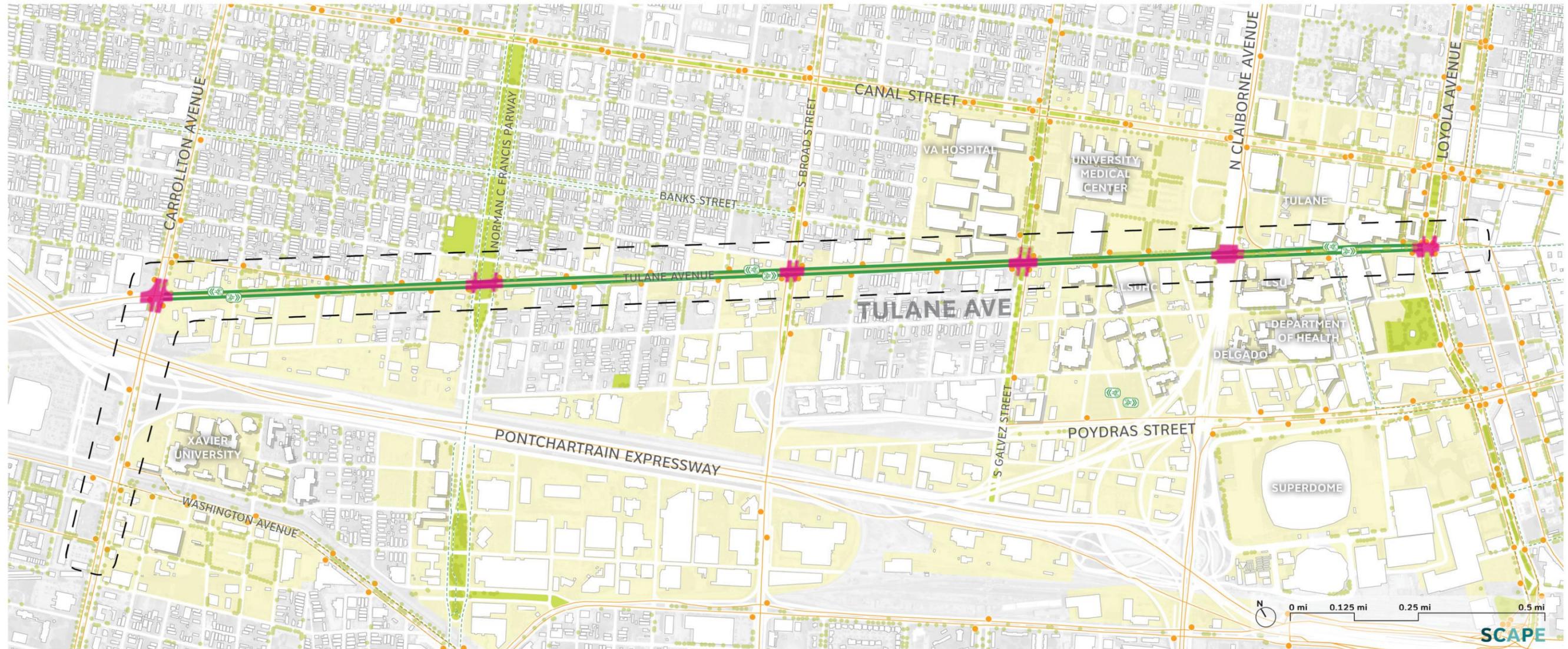
Sculptural Beacon Implements



District Branding



TRAFFIC SAFETY



LEGEND

- RTA stop
- RTA line
- - - Bike lane
- Public green space
- BioDistrict extent
- Proposed crosswalk
- Bike lane improvements

PROPOSED IMPROVEMENTS	COST (ESTIMATE)
Crosswalks at key intersections; Bike lane improvements including painting existing bike lanes and addition of physical lane delineators	\$750K



TRAFFIC SAFETY PRECEDENTS



Cross Walk Murals



Thermoplastic Stencils



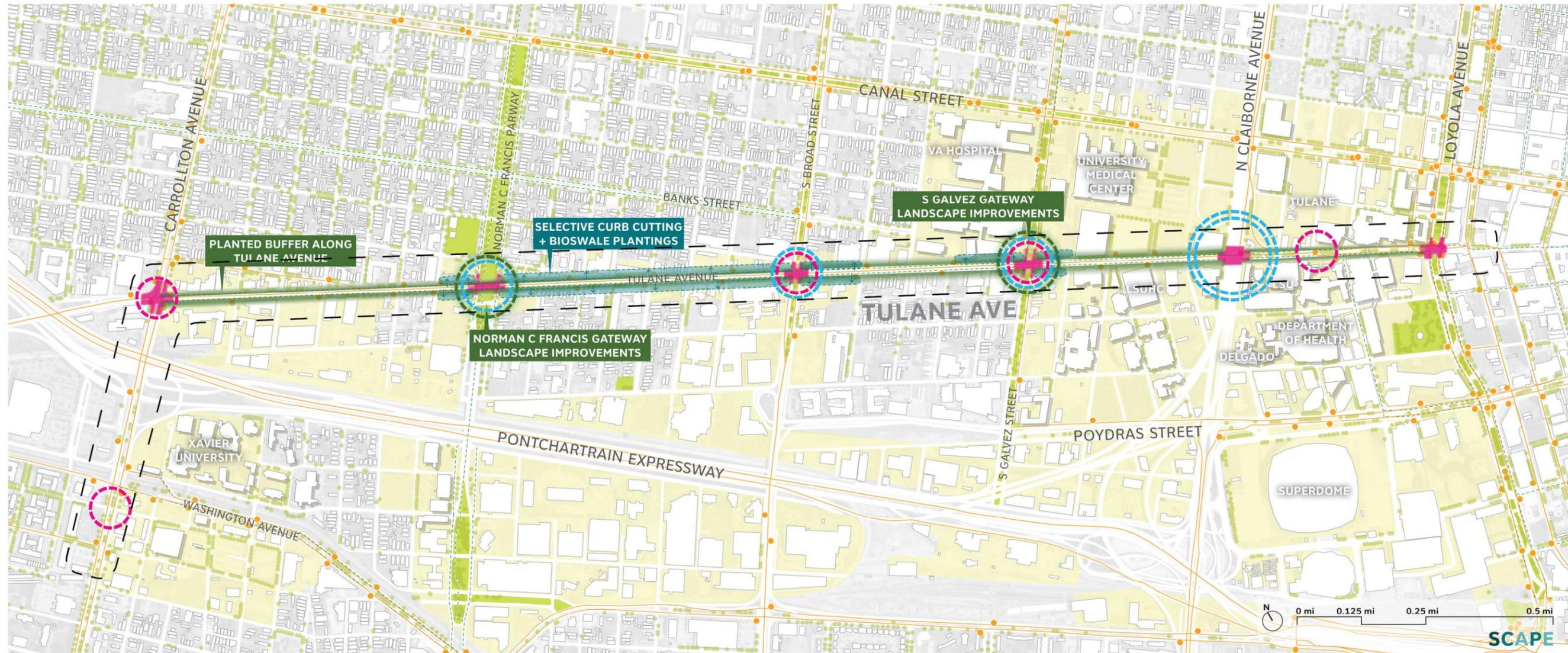
Painted + Protected Bike Lanes



Dedicated Signaling



TULANE AVENUE SYNTHESIS



The combined landscape, lighting, stormwater and safety enhancements improve public safety access along the BioDistrict's Tulane Avenue corridor and strengthen its potential for retail and other economic development activities.

LEGEND

- RTA stop
- RTA line
- - - Bike lane
- Public green space
- BioDistrict extent

- Streetscape planting
- Stormwater improvement
- Proposed crosswalk
- Proposed super stop
- Proposed landscape zone
- Proposed lighting zone



SUPPORTIVE PARTNERS

