Agency Budget Request

FISCAL YEAR 2027–2028

Ancillary Appropriations

804 — Office of Risk Management



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BUDGET REQUEST

Fiscal Year Ending June 30, 2028

NAME OF DEPARTMENT / AGENCY: The Office of Risk Management

BUDGET UNIT: 804

SCHEDULE NUMBER:

TELEPHONE NUMBER: 225-342-6031

PHYSICAL ADDRESS: 1201 N. Third St.

Baton Rouge, LA

ZIP CODE: 70802

WEB ADDRESS: https://www.doa.la.gov/doa/orm/

WE HEREBY CERTIFY THAT THE STATEMENTS AND FIGURES ON THE ACCOMPANYING FORMS ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

HEAD OF DEPARTMENT:	**HEAD OF BUDGET UNIT:**
PRINTED NAME/TITLE: Rachel Dunaway Director	**PRINTED NAME/TITLE:** Nicole Moody Accountant Administrator III
DATE: 10/30/2026	**DATE:** 10/30/2026
EMAIL ADDRESS: Rachel.Dunaway@la.gov	**EMAIL ADDRESS:** nicole.moody3@la.gov

PROGRAM CONTACT PERSON: Nicole Moody	**FINANCIAL CONTACT PERSON:** Patrick Jones
TITLE: Accountant Administrator III	**TITLE:** Accountant III
TELEPHONE NUMBER: 225-342-6031	**TELEPHONE NUMBER:** 225-342-8989
EMAIL ADDRESS: nicole.moody3@la.gov	**EMAIL ADDRESS:** Patrick.Jones3@la.gov

Operational Plan

STATE OF LOUISIANA
Operational Plan Form
Department Goals

DEPARTMENT NUMBER AND NAME: 21A - ANCI

DEPARTMENT MISSION:

The mission of the Office of Risk Management is to develop, direct, achieve, and administer a cost-effective, comprehensive risk management program for all agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana.

DEPARTMENT GOALS:

1. To provide a comprehensive loss prevention program that promotes loss reduction and asset protection.

2. To manage all state property and casualty insurance through commercial insurance, self-insurance, or a combination of both utilizing sound management practices.

STATE OF LOUISIANA
Operational Plan Form
Agency Goals

AGENCY NUMBER AND NAME: 804 - Office of Risk Management

AGENCY MISSION:

The mission of the Office of Risk Management is to develop, direct, achieve, and administer a cost-effective, comprehensive risk management program for all agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana.

AGENCY GOALS:

1. To provide a comprehensive loss prevention program that promotes loss reduction and asset protection.

2. To manage all state property and casualty insurance through commercial insurance, self-insurance, or a combination of both utilizing sound management practices.

STATEMENT OF AGENCY STRATEGY FOR DEVELOPMENT OF HUMAN RESOURCE POLICIES THAT ARE HELPFUL AND BENEFICIAL TO WOMEN AND FAMILIES:

The Office of Risk Management has implemented the following Division of Administration human resources policies which are helpful and beneficial to women and families: Leave for Maternity, Family, and Medical Leave Act (FMLA), Sexual Harassment in the Workplace, Attendance/Leave and Work Hours, Workplace Violence.

STATE OF LOUISIANA
Operational Plan Form
Program Goals

PROGRAM NUMBER AND NAME: 804R - Office Of Risk Management

PROGRAM AUTHORIZATION:

Louisiana R.S. 39:1527-1548

PROGRAM MISSION:

The mission of the Risk Management Program is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all agencies, boards and commissions of the State of Louisiana and for any other entity for which the state has an equity interest, in order to preserve and protect the assets of the State of Louisiana; to fund the claims and loss related liabilities and expenses of the self-insurance program of the state as administered by the Office of Risk Management; to provide funding for contract legal services used to defend the state against claims and legal actions; and to provide funding for Louisiana Department of Justice, Risk Litigation services used to defend the state against claims and legal actions.

PROGRAM GOALS:

1. To provide a comprehensive loss prevention program that promotes loss reduction and asset protection.

2. To manage all state property and casualty insurance through commercial insurance, self-insurance, or a combination of both utilizing sound management practices.

PROGRAM ACTIVITY:

- Administration - provides for the overall executive leadership and management of the self-insurance program. It provides administrative support functions performed by state employees such as personnel administration, underwriting, contracts administration, loss prevention administration, claims payment controls, disaster recovery management, litigated claims management, claims reserves authority, and performance monitoring activities of the Third Party Administrator's processes relating to claims management and loss prevention.
- Claims Losses & Related Payments - funds the payment of adjusted/settled claims, commercial excess insurance premiums, and related costs. The program activity also funds certain payments to the Third Party Administrator (TPA). The contractual costs paid to the TPA from this program include fees for claims adjusting, processing and administrative services, ancillary services, loss prevention services and emergency adjusting services when necessary.
- Disaster Management and Recovery - the Office of Risk Management (ORM) serves as the single applicant for Federal Public Assistance grants representing the state for all damaged state-owned public facilities. Through this activity, ORM works with the Governor’s Office of Homeland Security & Emergency Preparedness (GOHSEP) and the Federal Emergency Management Agency (FEMA) to support state agencies through the coordination of benefits between insurance and federal public assistance grants.
- Contract Litigation - funds the payment of contracts issued for the professional legal defense of claims made against the state, including contract attorneys and other related expenses.
- Risk Litigation - provides funding for the reimbursement of the Risk Litigation Division in the Louisiana Department of Justice for costs incurred in the professional legal defense of claims made against the state.

STATE OF LOUISIANA
Operational Plan Form
Program Goals

STATE OF LOUISIANA
Operational Plan Form
Activities/Objectives - Performance Indicators

DEPARTMENT ID: 21 - ANCI

AGENCY ID: 804 - Office of Risk Management

PROGRAM ID: 804R - Office Of Risk Management

PM OBJECTIVE: 804R-01 - Annual loss prevention audits will show a 97% or greater pass rate (compliant) for statewide agencies.

Children's Budget Link:

Human Resource Policies Beneficial to Women and Families Link:

Other Links (TANF, Tobacco Settlement, Workforce Development Commission, or Other:

Explanatory Notes:

Performance Indicator	Level	Performance Indicator Name	Unit	Performance Indicator Values						
				Year End Performance Standard 2025 - 2026	Actual Year End Performance 2025 - 2026	Performance Standard as Initially Appropriated 2026 - 2027	Existing Performance Standard 2026 - 2027	Performance at Continuation Budget Level 2027 - 2028	Performance at Executive Budget Level 2027 - 2028	Performance Standard as Initially Appropriated 2027 - 2028
25749	K	Percentage of agencies found compliant on loss prevention audits.	P	97	99	97	97	97	0	0

STATE OF LOUISIANA
Operational Plan Form
Activities/Objectives - Performance Indicators

DEPARTMENT ID: 21 - ANCI

AGENCY ID: 804 - Office of Risk Management

PROGRAM ID: 804R - Office Of Risk Management

PM OBJECTIVE: 804R-02 - The efficiency of claims administration will be improved by maintaining closed claims to opened claims ratio of no less than 1:1 (or 1:0).

Children's Budget Link:

Human Resource Policies Beneficial to Women and Families Link:

Other Links (TANF, Tobacco Settlement, Workforce Development Commission, or Other:

Explanatory Notes:

Performance Indicator	Level	Performance Indicator Name	Unit	Performance Indicator Values						
				Year End Performance Standard 2025 - 2026	Actual Year End Performance 2025 - 2026	Performance Standard as Initially Appropriated 2026 - 2027	Existing Performance Standard 2026 - 2027	Performance at Continuation Budget Level 2027 - 2028	Performance at Executive Budget Level 2027 - 2028	Performance Standard as Initially Appropriated 2027 - 2028
25750	K	Ratio of closed claims to claims opened.	N	1	1.08	1	1	1	0	0

STATE OF LOUISIANA
Operational Plan Form
Activities/Objectives - Performance Indicators

DEPARTMENT ID: 21 - ANCI

AGENCY ID: 804 - Office of Risk Management

PROGRAM ID: 804R - Office Of Risk Management

PM OBJECTIVE: 804R-03 - The performance of claims administration will be improved by achieving a closure percentage of 45% of non-litigated claims, within 90 days of opened date.

Children's Budget Link:

Human Resource Policies Beneficial to Women and Families Link:

Other Links (TANF, Tobacco Settlement, Workforce Development Commission, or Other:

Explanatory Notes:

Performance Indicator	Level	Performance Indicator Name	Unit	Performance Indicator Values						
				Year End Performance Standard 2025 - 2026	Actual Year End Performance 2025 - 2026	Performance Standard as Initially Appropriated 2026 - 2027	Existing Performance Standard 2026 - 2027	Performance at Continuation Budget Level 2027 - 2028	Performance at Executive Budget Level 2027 - 2028	Performance Standard as Initially Appropriated 2027 - 2028
25752	K	Percentage of non-litigated claims closed within 90 days of opened date.	P	45	55	45	45	45	0	0

STATE OF LOUISIANA
Operational Plan Form
Activities/Objectives - Performance Indicators

DEPARTMENT ID: 21 - ANCI

AGENCY ID: 804 - Office of Risk Management

PROGRAM ID: 804R - Office Of Risk Management

PM OBJECTIVE: 804R-04 - To reduce workers' compensation claim costs by maintaining a minimum of 30% agency participation in the Transitional Duty Return to Work plan.

Children's Budget Link:

Human Resource Policies Beneficial to Women and Families Link:

Other Links (TANF, Tobacco Settlement, Workforce Development Commission, or Other:

Explanatory Notes:

Performance Indicator	Level	Performance Indicator Name	Unit	Performance Indicator Values						
				Year End Performance Standard 2025 - 2026	Actual Year End Performance 2025 - 2026	Performance Standard as Initially Appropriated 2026 - 2027	Existing Performance Standard 2026 - 2027	Performance at Continuation Budget Level 2027 - 2028	Performance at Executive Budget Level 2027 - 2028	Performance Standard as Initially Appropriated 2027 - 2028
804001	K	To reduce workers' compensation claim costs by maintaining a minimum of 30% agency participation in the Transitional Duty Return to Work plan.	P	30	37	30	30	30	0	0

STATE OF LOUISIANA
Operational Plan Form
Activities/Objectives - Performance Indicators

DEPARTMENT ID: 21 - ANCI

AGENCY ID: 804 - Office of Risk Management

PROGRAM ID: 804R - Office Of Risk Management

PM OBJECTIVE: 804R-05 - The performance of litigated claims administration will be improved by achieving a closure percentage of 40% of litigated claims, within 36 months of contract defense attorney engagement.

Children's Budget Link:

Human Resource Policies Beneficial to Women and Families Link:

Other Links (TANF, Tobacco Settlement, Workforce Development Commission, or Other:

Explanatory Notes:

Performance Indicator	Level	Performance Indicator Name	Unit	Performance Indicator Values						
				Year End Performance Standard 2025 - 2026	Actual Year End Performance 2025 - 2026	Performance Standard as Initially Appropriated 2026 - 2027	Existing Performance Standard 2026 - 2027	Performance at Continuation Budget Level 2027 - 2028	Performance at Executive Budget Level 2027 - 2028	Performance Standard as Initially Appropriated 2027 - 2028
25754	K	Percentage of litigated claims closed within in 36 months (1095 days) of defense attorney engagement.	P	40	52	40	40	40	0	0

Budget Request Overview

AGENCY SUMMARY STATEMENT

Total Agency

Means of Financing

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
STATE GENERAL FUND (Direct)	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—
INTERAGENCY TRANSFERS	245,721,859	281,202,131	292,370,506	11,168,375	3.97%
FEES & SELF-GENERATED	18,877,302	22,207,366	21,979,885	(227,481)	(1.02)%
STATUTORY DEDICATIONS	696,154	2,000,000	2,000,000	—	—
FEDERAL FUNDS	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$265,295,315**	**$305,409,497**	**$316,350,391**	**$10,940,894**	**3.58%**

Fees and Self-Generated

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
Fees & Self-generated Revenues	18,877,302	22,207,366	21,979,885	(227,481)	(1.02)%
Total:	**$18,877,302**	**$22,207,366**	**$21,979,885**	**$(227,481)**	**(1.02)%**

Statutory Dedications

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
Future Medical Care Fund	696,154	2,000,000	2,000,000	—	—
Total:	**$696,154**	**$2,000,000**	**$2,000,000**	**—**	**—**

Agency Expenditures

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
Salaries	2,862,979	3,575,464	3,631,924	56,460	1.58%
Other Compensation	118,797	144,066	144,066	—	—
Related Benefits	1,750,238	2,236,096	1,607,753	(628,343)	(28.10)%
TOTAL PERSONAL SERVICES	**$4,732,014**	**$5,955,626**	**$5,383,743**	**$(571,883)**	**(9.60)%**
Travel	24,508	51,061	52,278	1,217	2.38%
Operating Services	78,349	216,972	222,139	5,167	2.38%
Supplies	3,036	24,443	35,026	10,583	43.30%
TOTAL OPERATING EXPENSES	**$105,893**	**$292,476**	**$309,443**	**$16,967**	**5.80%**
PROFESSIONAL SERVICES	**$14,661,057**	**$16,082,877**	**$15,993,975**	**$(88,902)**	**(0.55)%**
Other Charges	223,209,890	253,930,210	264,060,929	10,130,719	3.99%
Debt Service	—	—	—	—	—
Interagency Transfers	22,586,462	29,148,308	30,602,301	1,453,993	4.99%
TOTAL OTHER CHARGES	**$245,796,351**	**$283,078,518**	**$294,663,230**	**$11,584,712**	**4.09%**
Acquisitions	—	—	—	—	—
Major Repairs	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$265,295,315**	**$305,409,497**	**$316,350,391**	**$10,940,894**	**3.58%**

Agency Positions

Classified	43	42	42	—	—
Unclassified	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	43	42	42	—	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—	—	—	—	—
TOTAL NON-T.O. FTE POSITIONS	3	3	3	—	—
TOTAL POSITIONS	46	45	45	—	—

Cost Detail

Means of Financing

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
Interagency Transfers	245,721,859	281,202,131	292,370,506	11,168,375
Fees & Self-generated Revenues	18,877,302	22,207,366	21,979,885	(227,481)
Future Medical Care Fund	696,154	2,000,000	2,000,000	—
Total:	**$265,295,315**	**$305,409,497**	**$316,350,391**	**$10,940,894**

Salaries

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5110000	TOTAL SALARIES	—	—	56,460	56,460
5110010	SAL-CLASS-TO-REG	2,698,264	3,575,464	3,575,464	—
5110015	SAL-CLASS-TO-OT	1,376	—	—	—
5110020	SAL-CLASS-TO-TERM	19,924	—	—	—
5110025	SAL-UNCLASS-TO-REG	120,386	—	—	—
5110030	SAL-UNCLASS-TO-OT	1,394	—	—	—
5110035	SAL-UNCLASS-TO-TERM	21,635	—	—	—
Total Salaries:		**$2,862,979**	**$3,575,464**	**$3,631,924**	**$56,460**

Other Compensation

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5120010	COMPENSATION/WAGES	108,734	144,066	144,066	—
5120110	COMP-CL-NON TO-TERM	10,064	—	—	—
Total Other Compensation:		**$118,797**	**$144,066**	**$144,066**	**—**

Related Benefits

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5130000	TOTAL RELATED BENF	—	—	(628,343)	(628,343)
5130010	RET CONTR-STATE EMP	839,164	1,134,235	1,134,235	—
5130020	RET CONTR-TEACHERS	26,428	29,266	29,266	—
5130050	POSTRET BENEFITS	491,563	613,124	613,124	—
5130055	FICA TAX (OASDI)	4,796	6,599	6,599	—
5130060	MEDICARE TAX	37,135	51,734	51,734	—
5130065	UNEMPLOYMENT BENEFIT	2,534	—	—	—
5130070	GRP INS CONTRIBUTION	348,564	400,050	400,050	—
5130090	TAXABLE FRINGE BEN	55	1,088	1,088	—
Total Related Benefits:		**$1,750,238**	**$2,236,096**	**$1,607,753**	**$(628,343)**

Travel

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5210010	IN-STATE TRAVEL-ADM	—	2,000	2,048	48
5210015	IN-STATE TRAVEL-CONF	—	13,000	13,310	310
5210020	IN-STATE TRAV-FIELD	—	4,000	4,096	96
5210050	OUT-OF-STATE TRV-ADM	5,025	5,000	5,119	119
5210055	OUT-OF-STTRV-CONF	2,962	15,061	15,419	358
5210060	OUT-OF-STTRV-FIELD	13,130	7,000	7,166	166
5210105	STAFF TRAINING	1,891	—	—	—
5210110	CONFERENCE REG FEES	1,500	5,000	5,120	120
Total Travel:		**$24,508**	**$51,061**	**$52,278**	**$1,217**

Operating Services

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5310010	SERV-DUES & OTHER	81	5,000	5,119	119
5310011	SERV-SUBSCRIPTIONS	1,080	—	—	—
5310013	SERV-LAB FEES	—	1,000	1,024	24
5310014	SERV-DRUG TESTING	59	1,000	1,024	24
5310017	SERV-DOC DESTRUCTION	390	1,000	1,024	24
5310040	SERV-BANK (NON-DEBT)	316	1,000	1,024	24
5310042	SERV-BAR DUES	435	2,000	2,048	48
5310044	SERV-VERIFICATIN FEE	595	1,000	1,024	24
5310049	SERV-DUES & OTHER	6,890	2,000	2,048	48
5310050	SERV-DUES & OTHER	992	9,972	10,209	237
5310400	SERV-MISC	15,600	10,000	10,238	238
5330001	MAINT-BUILDINGS	—	5,000	5,119	119
5330026	MAINT-SOFTWRE MTCE	39,200	150,000	153,570	3,570
5340020	RENT-EQUIPMENT	9,532	15,000	15,357	357
5340025	RENT-AUTOMOBILES	40	6,000	6,144	144
5350004	UTIL-TELEPHONE SERV	(200)	2,000	2,048	48
5350005	UTIL-OTHER COMM SERV	3,338	5,000	5,119	119
Total Operating Services:		**$78,349**	**$216,972**	**$222,139**	**$5,167**

Supplies

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5400000	TOTAL SUPPLIES	—	—	10,000	10,000
5410001	SUP-OFFICE SUPPLIES	3,006	16,000	16,381	381
5410003	SUP-BANKING	—	1,000	1,024	24
5410006	SUP-COMPUTER	—	2,443	2,501	58
5410013	SUP-FOOD & BEVERAGE	—	2,000	2,048	48

Supplies *(continued)*

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5410016	SUP-BLD	—	1,000	1,024	24
5410020	SUP-COMMUNICATIONS	15	—	—	—
5410036	SUP-FUELTRAC	15	—	—	—
5410400	SUP-OTHER	—	2,000	2,048	48
Total Supplies:		**$3,036**	**$24,443**	**$35,026**	**$10,583**

Professional Services

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5500000	TOTAL PROF SERVICES	—	—	(471,675)	(471,675)
5510001	PROF SERV-ACCT/AUDIT	68,518	121,000	123,880	2,880
5510003	PROF SERV-MGT CONSUL	—	100,000	102,380	2,380
5510400	PROF SERV-OTHER	14,592,539	15,861,877	16,239,390	377,513
Total Professional Services:		**$14,661,057**	**$16,082,877**	**$15,993,975**	**$(88,902)**

Other Charges

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5600000	TOTAL OTHER CHARGES	—	—	10,130,719	10,130,719
5620056	MISC-CONTRACTUAL SRV	960,000	904,779	904,779	—
5620064	MISC-PROF SVCS	712,614	687,066	687,066	—
5620069	MISC-INTERAGENCY OTH	5,322,223	5,089,379	5,089,379	—
5620114	MISC-CLAIM PAYMENT	146,032,700	157,661,558	157,661,558	—
5620116	MISC-REINSURANCE	47,956,328	61,326,380	61,326,380	—
5620139	MISC-CONTRACT ATTY	15,777,176	12,258,377	12,258,377	—
5620141	MISC-CONTRACT EXPERT	6,448,848	16,002,671	16,002,671	—
Total Other Charges:		**$223,209,890**	**$253,930,210**	**$264,060,929**	**$10,130,719**

Interagency Transfers

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5950000	TOTAL IAT	—	—	1,453,993	1,453,993
5950001	IAT-COMMODITY/SERV	21,499,140	22,203,776	22,203,776	—
5950007	IAT-PRINTING	141	8,843	8,843	—
5950008	IAT-POSTAGE	12,120	21,627	21,627	—
5950014	IAT-TELEPHONE	16,999	22,143	22,143	—
5950017	IAT-INSURANCE	179,496	207,714	207,714	—
5950026	IAT-RENTALS	157,259	203,388	203,388	—
5950033	IAT-INTER AGY TRANS	—	2,060,062	2,060,062	—
5950049	IAT-CIVIL SERVICE	23,045	26,908	26,908	—
5950051	IAT-OSUP	2,248	2,548	2,548	—
5950052	IAT-LEG. AUDITOR	58,334	74,130	74,130	—
5950053	IAT-STATE TREASURER	2,474	3,384	3,384	—
5950057	IAT-CAP POL-BLD SEC	24,437	25,093	25,093	—
5950058	IAT-TECH SVCS	591,318	4,268,372	4,268,372	—
5950059	IAT-ST PROCUREMENT	19,449	20,320	20,320	—
Total Interagency Transfers:		**$22,586,462**	**$29,148,308**	**$30,602,301**	**$1,453,993**
Total Agency Expenditures:		**$265,295,315**	**$305,409,497**	**$316,350,391**	**$10,940,894**

PROGRAM SUMMARY STATEMENT

804R - Office Of Risk Management

Means of Financing

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
STATE GENERAL FUND (Direct)	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—
INTERAGENCY TRANSFERS	245,721,859	281,202,131	292,942,389	11,740,258	4.18%
FEES & SELF-GENERATED	18,877,302	22,207,366	21,979,885	(227,481)	(1.02)%
STATUTORY DEDICATIONS	696,154	2,000,000	2,000,000	—	—
FEDERAL FUNDS	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$265,295,315**	**$305,409,497**	**$316,922,274**	**$11,512,777**	**3.77%**

Fees and Self-Generated

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
Fees & Self-generated Revenues	18,877,302	22,207,366	21,979,885	(227,481)	(1.02)%
Total:	**$18,877,302**	**$22,207,366**	**$21,979,885**	**$(227,481)**	**(1.02)%**

Statutory Dedications

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
Future Medical Care Fund	696,154	2,000,000	2,000,000	—	—
Total:	**$696,154**	**$2,000,000**	**$2,000,000**	**—**	**—**

Program Expenditures

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Percent Change
Salaries	2,862,979	3,575,464	3,575,464	—	—
Other Compensation	118,797	144,066	144,066	—	—
Related Benefits	1,750,238	2,236,096	2,236,096	—	—
TOTAL PERSONAL SERVICES	**$4,732,014**	**$5,955,626**	**$5,955,626**	**—**	**—**
Travel	24,508	51,061	52,278	1,217	2.38%
Operating Services	78,349	216,972	222,139	5,167	2.38%
Supplies	3,036	24,443	35,026	10,583	43.30%
TOTAL OPERATING EXPENSES	**$105,893**	**$292,476**	**$309,443**	**$16,967**	**5.80%**
PROFESSIONAL SERVICES	**$14,661,057**	**$16,082,877**	**$15,993,975**	**$(88,902)**	**(0.55)%**
Other Charges	223,209,890	253,930,210	264,060,929	10,130,719	3.99%
Debt Service	—	—	—	—	—
Interagency Transfers	22,586,462	29,148,308	30,602,301	1,453,993	4.99%
TOTAL OTHER CHARGES	**$245,796,351**	**$283,078,518**	**$294,663,230**	**$11,584,712**	**4.09%**
Acquisitions	—	—	—	—	—
Major Repairs	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$265,295,315**	**$305,409,497**	**$316,922,274**	**$11,512,777**	**3.77%**

Program Positions

Classified	43	42	42	—	—
Unclassified	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	43	42	42	—	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—	—	—	—	—
TOTAL NON-T.O. FTE POSITIONS	3	3	3	—	—
TOTAL POSITIONS	46	45	45	—	—

Cost Detail

Means of Financing

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
Interagency Transfers	245,721,859	281,202,131	292,942,389	11,740,258
Fees & Self-generated Revenues	18,877,302	22,207,366	21,979,885	(227,481)
Future Medical Care Fund	696,154	2,000,000	2,000,000	—
Total:	**$265,295,315**	**$305,409,497**	**$316,922,274**	**$11,512,777**

Salaries

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5110010	SAL-CLASS-TO-REG	2,698,264	3,575,464	3,575,464	—
5110015	SAL-CLASS-TO-OT	1,376	—	—	—
5110020	SAL-CLASS-TO-TERM	19,924	—	—	—
5110025	SAL-UNCLASS-TO-REG	120,386	—	—	—
5110030	SAL-UNCLASS-TO-OT	1,394	—	—	—
5110035	SAL-UNCLASS-TO-TERM	21,635	—	—	—
Total Salaries:		**$2,862,979**	**$3,575,464**	**$3,575,464**	**—**

Other Compensation

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5120010	COMPENSATION/WAGES	108,734	144,066	144,066	—
5120110	COMP-CL-NON TO-TERM	10,064	—	—	—
Total Other Compensation:		**$118,797**	**$144,066**	**$144,066**	**—**

Related Benefits

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5130010	RET CONTR-STATE EMP	839,164	1,134,235	1,134,235	—
5130020	RET CONTR-TEACHERS	26,428	29,266	29,266	—
5130050	POSTRET BENEFITS	491,563	613,124	613,124	—

Related Benefits *(continued)*

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5130055	FICA TAX (OASDI)	4,796	6,599	6,599	—
5130060	MEDICARE TAX	37,135	51,734	51,734	—
5130065	UNEMPLOYMENT BENEFIT	2,534	—	—	—
5130070	GRP INS CONTRIBUTION	348,564	400,050	400,050	—
5130090	TAXABLE FRINGE BEN	55	1,088	1,088	—
Total Related Benefits:		**$1,750,238**	**$2,236,096**	**$2,236,096**	**—**

Travel

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5210010	IN-STATE TRAVEL-ADM	—	2,000	2,048	48
5210015	IN-STATE TRAVEL-CONF	—	13,000	13,310	310
5210020	IN-STATE TRAV-FIELD	—	4,000	4,096	96
5210050	OUT-OF-STATE TRV-ADM	5,025	5,000	5,119	119
5210055	OUT-OF-STTRV-CONF	2,962	15,061	15,419	358
5210060	OUT-OF-STTRV-FIELD	13,130	7,000	7,166	166
5210105	STAFF TRAINING	1,891	—	—	—
5210110	CONFERENCE REG FEES	1,500	5,000	5,120	120
Total Travel:		**$24,508**	**$51,061**	**$52,278**	**$1,217**

Operating Services

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5310010	SERV-DUES & OTHER	81	5,000	5,119	119
5310011	SERV-SUBSCRIPTIONS	1,080	—	—	—
5310013	SERV-LAB FEES	—	1,000	1,024	24
5310014	SERV-DRUG TESTING	59	1,000	1,024	24
5310017	SERV-DOC DESTRUCTION	390	1,000	1,024	24
5310040	SERV-BANK (NON-DEBT)	316	1,000	1,024	24

Operating Services *(continued)*

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5310042	SERV-BAR DUES	435	2,000	2,048	48
5310044	SERV-VERIFICATIN FEE	595	1,000	1,024	24
5310049	SERV-DUES & OTHER	6,890	2,000	2,048	48
5310050	SERV-DUES & OTHER	992	9,972	10,209	237
5310400	SERV-MISC	15,600	10,000	10,238	238
5330001	MAINT-BUILDINGS	—	5,000	5,119	119
5330026	MAINT-SOFTWRE MTCE	39,200	150,000	153,570	3,570
5340020	RENT-EQUIPMENT	9,532	15,000	15,357	357
5340025	RENT-AUTOMOBILES	40	6,000	6,144	144
5350004	UTIL-TELEPHONE SERV	(200)	2,000	2,048	48
5350005	UTIL-OTHER COMM SERV	3,338	5,000	5,119	119
Total Operating Services:		**$78,349**	**$216,972**	**$222,139**	**$5,167**

Supplies

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5400000	TOTAL SUPPLIES	—	—	10,000	10,000
5410001	SUP-OFFICE SUPPLIES	3,006	16,000	16,381	381
5410003	SUP-BANKING	—	1,000	1,024	24
5410006	SUP-COMPUTER	—	2,443	2,501	58
5410013	SUP-FOOD & BEVERAGE	—	2,000	2,048	48
5410016	SUP-BLD	—	1,000	1,024	24
5410020	SUP-COMMUNICATIONS	15	—	—	—
5410036	SUP-FUELTRAC	15	—	—	—
5410400	SUP-OTHER	—	2,000	2,048	48
Total Supplies:		**$3,036**	**$24,443**	**$35,026**	**$10,583**

Professional Services

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5500000	TOTAL PROF SERVICES	—	—	(471,675)	(471,675)
5510001	PROF SERV-ACCT/AUDIT	68,518	121,000	123,880	2,880
5510003	PROF SERV-MGT CONSUL	—	100,000	102,380	2,380
5510400	PROF SERV-OTHER	14,592,539	15,861,877	16,239,390	377,513
Total Professional Services:		**$14,661,057**	**$16,082,877**	**$15,993,975**	**$(88,902)**

Other Charges

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5600000	TOTAL OTHER CHARGES	—	—	10,130,719	10,130,719
5620056	MISC-CONTRACTUAL SRV	960,000	904,779	904,779	—
5620064	MISC-PROF SVCS	712,614	687,066	687,066	—
5620069	MISC-INTERAGENCY OTH	5,322,223	5,089,379	5,089,379	—
5620114	MISC-CLAIM PAYMENT	146,032,700	157,661,558	157,661,558	—
5620116	MISC-REINSURANCE	47,956,328	61,326,380	61,326,380	—
5620139	MISC-CONTRACT ATTY	15,777,176	12,258,377	12,258,377	—
5620141	MISC-CONTRACT EXPERT	6,448,848	16,002,671	16,002,671	—
Total Other Charges:		**$223,209,890**	**$253,930,210**	**$264,060,929**	**$10,130,719**

Interagency Transfers

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5950000	TOTAL IAT	—	—	1,453,993	1,453,993
5950001	IAT-COMMODITY/SERV	21,499,140	22,203,776	22,203,776	—
5950007	IAT-PRINTING	141	8,843	8,843	—
5950008	IAT-POSTAGE	12,120	21,627	21,627	—
5950014	IAT-TELEPHONE	16,999	22,143	22,143	—
5950017	IAT-INSURANCE	179,496	207,714	207,714	—
5950026	IAT-RENTALS	157,259	203,388	203,388	—

Interagency Transfers *(continued)*

Commitment Item	Name	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB
5950033	IAT-INTER AGY TRANS	—	2,060,062	2,060,062	—
5950049	IAT-CIVIL SERVICE	23,045	26,908	26,908	—
5950051	IAT-OSUP	2,248	2,548	2,548	—
5950052	IAT-LEG. AUDITOR	58,334	74,130	74,130	—
5950053	IAT-STATE TREASURER	2,474	3,384	3,384	—
5950057	IAT-CAP POL-BLD SEC	24,437	25,093	25,093	—
5950058	IAT-TECH SVCS	591,318	4,268,372	4,268,372	—
5950059	IAT-ST PROCUREMENT	19,449	20,320	20,320	—
Total Interagency Transfers:		**$22,586,462**	**$29,148,308**	**$30,602,301**	**$1,453,993**
Total Expenditures for Program 804R		**$265,295,315**	**$305,409,497**	**$316,922,274**	**$11,512,777**
Total Agency Expenditures:		**$265,295,315**	**$305,409,497**	**$316,350,391**	**$10,940,894**

SOURCE OF FUNDING SUMMARY

Agency Overview

Interagency Transfers

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Form ID
PREMIUM PAYMENTS	226,118,912	240,902,131	243,870,506	2,968,375	56133
GOHSEP-FEMA	18,905,659	10,000,000	10,000,000	—	56622
GOHSEP-FEMA	13,502,521	30,300,000	38,500,000	8,200,000	56715
Total Interagency Transfers	**$258,527,092**	**$281,202,131**	**$292,370,506**	**$11,168,375**	

Fees & Self-generated

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Form ID
PREMIUM PAYMENTS	5,312,786	5,267,614	5,040,133	(227,481)	56136
INSURANCE RECOVERY	199,764	2,000,000	2,000,000	—	56500
INTER FUND TRANSFER IN	3,425,000	5,000,000	5,000,000	—	56735
INTER FUND TRANSFER IN	9,939,752	9,939,752	9,939,752	—	56736
Total Fees & Self-generated	**$18,877,302**	**$22,207,366**	**$21,979,885**	**$(227,481)**	

Statutory Dedications

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Total Request	Over/Under EOB	Form ID
V19-FUTURE MEDICAL CARE	696,154	2,000,000	2,000,000	—	56334
Total Statutory Dedications	**$696,154**	**$2,000,000**	**$2,000,000**	**—**	
Total Sources of Funding:	**$278,100,548**	**$305,409,497**	**$316,350,391**	**$10,940,894**	

SOURCE OF FUNDING DETAIL

Interagency Transfers

Form 56133 — 804-Premiums and Interest IAT

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	3,575,464	—	—	3,631,924	—	—	3,631,924	—	—
Other Compensation	144,066	—	—	144,066	—	—	144,066	—	—
Related Benefits	2,236,096	—	—	1,607,753	—	—	1,607,753	—	—
TOTAL PERSONAL SERVICES	**$5,955,626**	**—**	**—**	**$5,383,743**	**—**	**—**	**$5,383,743**	**—**	**—**
Travel	51,061	—	—	52,278	—	—	52,278	—	—
Operating Services	216,972	—	—	222,139	—	—	222,139	—	—
Supplies	24,443	—	—	35,026	—	—	35,026	—	—
TOTAL OPERATING EXPENSES	**$292,476**	**—**	**—**	**$309,443**	**—**	**—**	**$309,443**	**—**	**—**
PROFESSIONAL SERVICES	**$16,082,877**	**—**	**—**	**$15,993,975**	**—**	**—**	**$15,993,975**	**—**	**—**
Other Charges	197,767,877	—	—	199,926,077	—	—	199,926,077	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	20,803,275	—	—	22,257,268	—	—	22,257,268	—	—
TOTAL OTHER CHARGES	**$218,571,152**	**—**	**—**	**$222,183,345**	**—**	**—**	**$222,183,345**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$240,902,131**	**—**	**—**	**$243,870,506**	**—**	**—**	**$243,870,506**	**—**	**—**

Form 56133 — 804-Premiums and Interest IAT

Question	Narrative Response
State the purpose, source and legal citation.	The Office of Risk Management was created by RS 39:1528 effective July 1, 1980 for the purpose of administration and management of a self insurance program for the State of Louisiana. Collection of these premiums is authorized by RS 39:1533.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. The premium income received by ORM from other state agencies is to be used to administer and direct the state self-insurance program.
Describe any budgetary peculiarities.	Not applicable
Is the Total Request amount for multiple years?	Any excess of revenues over expenditures is added to ORM's reserves and carried forward to fund expenditures in future fiscal years.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	Not applicable
Any indirect costs funded with other MOF?	Not applicable
Objectives and indicators in the Operational Plan.	All performance indicators are associated with the administration of the state self-insurance program.
Additional information or comments.	Not applicable

Form 56622 — 804-Reimbursements from FEMA for PY Claim Pmts on Disasters

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	10,000,000	—	—	10,000,000	—	—	1,000,000	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	—	—	—	—	—	—	—	—	—
TOTAL OTHER CHARGES	**$10,000,000**	**—**	**—**	**$10,000,000**	**—**	**—**	**$1,000,000**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$10,000,000**	**—**	**—**	**$10,000,000**	**—**	**—**	**$1,000,000**	**—**	**—**

Form 56622 — 804-Reimbursements from FEMA for PY Claim Pmts on Disasters

Question	Narrative Response
State the purpose, source and legal citation.	At the designation of the Commissioner of Administration, ORM has served as the single sub-recipient for public assistance under Subpart G, Title 44, Code of Federal Regulations for all Presidentially-declared disaster events since Hurricane Isaac in 2012, representing the State for all categories of work (B-G) relative to all damaged State-owned, public facilities.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. The funds are received for reimbursements of disaster claims payments for repairs to state-owned properties.
Describe any budgetary peculiarities.	Not applicable
Is the Total Request amount for multiple years?	The funds are reimbursements of current or prior year disaster claim expenditures.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	Not applicable
Any indirect costs funded with other MOF?	Not applicable
Objectives and indicators in the Operational Plan.	No objectives or indicators directly relate to this funding.
Additional information or comments.	Not applicable

Form 56715 — 804-FEMA Funded Projects

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	30,300,000	—	—	38,500,000	—	—	38,500,000	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	—	—	—	—	—	—	—	—	—
TOTAL OTHER CHARGES	**$30,300,000**	**—**	**—**	**$38,500,000**	**—**	**—**	**$38,500,000**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$30,300,000**	**—**	**—**	**$38,500,000**	**—**	**—**	**$38,500,000**	**—**	**—**

Form 56715 — 804-FEMA Funded Projects

Question	Narrative Response
State the purpose, source and legal citation.	The Commissioner of Administration has designated ORM as the single sub-recipient for public assistance under Subpart G, Title 44, Code of Federal Regulations to represent the state relative to all damaged state-owned public property relating to disasters occurring since 2012. As the state designee, ORMís responsibilities include the management of FEMA funds. With six declared disasters in 2020 and 2021, multiple large projects arising from those disasters are expected to continue through FY28.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. 100% of the funds received will be spent either as direct payments to contractors or as flow-through to state agencies for these projects.
Describe any budgetary peculiarities.	The funds expended will be limited to the funds received from FEMA through GOHSEP.
Is the Total Request amount for multiple years?	The total request amount is an estimate of the funds that will be received from FEMA and paid to vendors and/or state agencies during FY 2026-27. The projects associated with this request will be ongoing for multiple years.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	Not applicable
Any indirect costs funded with other MOF?	Not applicable
Objectives and indicators in the Operational Plan.	Not applicable
Additional information or comments.	Not applicable

Statutory Dedications

Form 56334 — 804-Future Medical Care Fund

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	2,000,000	—	—	2,000,000	—	—	2,000,000	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	—	—	—	—	—	—	—	—	—
TOTAL OTHER CHARGES	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**

Form 56334 — 804-Future Medical Care Fund

Question	Narrative Response
State the purpose, source and legal citation.	The Future Medical Care Fund was established in the state treasury by R.S. 39:1533.2, effective July 1, 2000 for the purpose of funding future medical care and related benefits that may be incurred subsequent to judgment rendered against the state or a state agency as provided by R.S. 13:5106.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. The funds are used for payment of losses associated with medical care and related benefits claims.
Describe any budgetary peculiarities.	At the close of each fiscal year, the treasurer transfers an amount equal to the FUMD monies expended from the self-insurance fund to replenish the fund.
Is the Total Request amount for multiple years?	The Total Request is for Fiscal Year 2026-2027 only.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	Not applicable
Any indirect costs funded with other MOF?	Not applicable
Objectives and indicators in the Operational Plan.	No objectives or indicators directly relate to this funding.
Additional information or comments.	Not applicable

Fees & Self-generated

Form 56136 — 804-Premiums and Interest SG

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	5,267,614	—	—	5,040,133	—	—	5,040,133	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	—	—	—	—	—	—	—	—	—
TOTAL OTHER CHARGES	**$5,267,614**	**—**	**—**	**$5,040,133**	**—**	**—**	**$5,040,133**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$5,267,614**	**—**	**—**	**$5,040,133**	**—**	**—**	**$5,040,133**	**—**	**—**

Form 56136 — 804-Premiums and Interest SG

Question	Narrative Response
State the purpose, source and legal citation.	The Office of Risk Management was created by RS 39:1528 effective July 1, 1980 for the purpose of administration and management of a self insurance program for the State of Louisiana. Collection of these premiums is authorized by RS 39:1533.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. The premium income received by ORM from eligible boards and commissions is to be used to administer and direct the state self-insurance program.
Describe any budgetary peculiarities.	Not applicable
Is the Total Request amount for multiple years?	Any excess of revenues over expenditures is added to ORM's reserves and carried forward to fund expenditures in future fiscal years.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	These funds are premiums collected from state boards and commissions and other Non-LaGov entities. All funds received are used to administer and direct the state self-insurance program.
Any indirect costs funded with other MOF?	These funds are premiums collected from state boards and commissions.
Objectives and indicators in the Operational Plan.	All performance indicators are associated with the administration of the state self-insurance program.
Additional information or comments.	Not applicable

Form 56500 — 804-Excess Insurance Recoveries

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	2,000,000	—	—	2,000,000	—	—	2,000,000	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	—	—	—	—	—	—	—	—	—
TOTAL OTHER CHARGES	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**	**$2,000,000**	**—**	**—**

Form 56500 — 804-Excess Insurance Recoveries

Question	Narrative Response
State the purpose, source and legal citation.	The Office of Risk Management as created by RS 39:1528 effective July 1,1980 for the purpose of administration and management of a self insurance program for the State of Louisiana. Collection of these recoveries is authorized by RS 39:1533.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. The excess insurance recoveries received from ORM's commercial carriers are self-generated funds.
Describe any budgetary peculiarities.	The funds received are used to pay or reimburse payments made on damage claims relating to the disaster or loss event for which the excess commercial insurance was purchased.
Is the Total Request amount for multiple years?	Any funds received and not spent during the fiscal year will be carried forward to the next fiscal year.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	Not applicable
Any indirect costs funded with other MOF?	Not applicable
Objectives and indicators in the Operational Plan.	No objectives or indicators directly relate to this funding.
Additional information or comments.	Not applicable

Form 56735 — 804-Survivor Benefit Claim Payments

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	5,000,000	—	—	5,000,000	—	—	5,000,000	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	—	—	—	—	—	—	—	—	—
TOTAL OTHER CHARGES	**$5,000,000**	**—**	**—**	**$5,000,000**	**—**	**—**	**$5,000,000**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$5,000,000**	**—**	**—**	**$5,000,000**	**—**	**—**	**$5,000,000**	**—**	**—**

Form 56735 — 804-Survivor Benefit Claim Payments

Question	Narrative Response
State the purpose, source and legal citation.	The payment of these funds is authorized by RS 40:1665 - 1665.3. and RS 40:1668. ORM pays for Board-approved survivor benefits for police and firefighters lost in the line of duty. Premiums are not billed or collected for this expense. General Fund appropriations are made to ORM for payment of these claims.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. General Fund appropriations are made to ORM for payment of these claims. Funds are appropriated into the Fees and Self-Generated means of finance.
Describe any budgetary peculiarities.	Any excess of revenues over expenditures is carried forward to make future payments on Survivor Benefits claims.
Is the Total Request amount for multiple years?	This is for FY 2026-27. Excess revenues over expenditures are carried forward to make future payments on Survivor Benefits claims.
Additional information or comments.	Not Applicable
Provide the amount of any indirect costs.	There are no indirect costs associated with this activity.
Any indirect costs funded with other MOF?	There are no indirect costs associated with this activity.
Objectives and indicators in the Operational Plan.	No objectives or indicators directly relate to this funding.
Additional information or comments.	Not Applicable

Form 56736 — 804-Road Hazard Administration & Non-litigated RH Claims

Expenditures	Existing Operating Budget as of 10/01/2026			FY2027-2028 Total Request			FY2028-2029 Projected		
	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match	Means of Financing	In-Kind Match	Cash Match
Salaries	—	—	—	—	—	—	—	—	—
Other Compensation	—	—	—	—	—	—	—	—	—
Related Benefits	—	—	—	—	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—	—	—	—	—
Operating Services	—	—	—	—	—	—	—	—	—
Supplies	—	—	—	—	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Other Charges	1,594,719	—	—	1,594,719	—	—	1,594,719	—	—
Debt Service	—	—	—	—	—	—	—	—	—
Interagency Transfers	8,345,033	—	—	8,345,033	—	—	8,345,033	—	—
TOTAL OTHER CHARGES	**$9,939,752**	**—**	**—**	**$9,939,752**	**—**	**—**	**$9,939,752**	**—**	**—**
Acquisitions	—	—	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$9,939,752**	**—**	**—**	**$9,939,752**	**—**	**—**	**$9,939,752**	**—**	**—**

Form 56736 — 804-Road Hazard Administration & Non-litigated RH Claims

Question	Narrative Response
State the purpose, source and legal citation.	The payment of these funds is authorized by RS 39:1536 et. seq. for the purpose of administration and management of Road Hazard claims for the State of Louisiana.
Agency discretion or Federal requirement?	The agency receives no direct federal funds. ORM is not able to assess premiums for road hazard claims and therefore road hazard claims are not paid through the ORM self-insurance fund. This appropriation is to cover the cost of administration, defending, and processing the claims and for the payment of small non-litigated road hazard claims. Funds are appropriated into the Fees and Self-Generated means of finance via General Fund.
Describe any budgetary peculiarities.	All of the funds will be expended in the requested year.
Is the Total Request amount for multiple years?	All of the funds will be expended in the requested year.
Additional information or comments.	Not applicable
Provide the amount of any indirect costs.	There are no indirect costs associated with this activity.
Any indirect costs funded with other MOF?	There are no indirect costs associated with this activity.
Objectives and indicators in the Operational Plan.	Not applicable.
Additional information or comments.	Not applicable.

EXPENDITURES BY MEANS OF FINANCING

Existing Operating Budget

Expenditures	Used as a Cash Match	Total Means of Financing By Expenditure	Total State General Fund	Interagency Transfers Form ID 56133 PREMIUM PAYMENTS	Interagency Transfers Form ID 56622 GOHSEP-FEMA	Interagency Transfers Form ID 56715 GOHSEP-FEMA
Salaries	—	3,575,464	—	3,575,464	—	—
Other Compensation	—	144,066	—	144,066	—	—
Related Benefits	—	2,236,096	—	2,236,096	—	—
TOTAL PERSONAL SERVICES	**—**	**$5,955,626**	**—**	**$5,955,626**	**—**	**—**
Travel	—	51,061	—	51,061	—	—
Operating Services	—	216,972	—	216,972	—	—
Supplies	—	24,443	—	24,443	—	—
TOTAL OPERATING EXPENSES	**—**	**$292,476**	**—**	**$292,476**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**$16,082,877**	**—**	**$16,082,877**	**—**	**—**
Other Charges	—	253,930,210	—	197,767,877	10,000,000	30,300,000
Debt Service	—	—	—	—	—	—
Interagency Transfers	—	29,148,308	—	20,803,275	—	—
TOTAL OTHER CHARGES	**—**	**$283,078,518**	**—**	**$218,571,152**	**$10,000,000**	**$30,300,000**
Acquisitions	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**—**	**$305,409,497**	**—**	**$240,902,131**	**$10,000,000**	**$30,300,000**

Expenditures	Fees & Self-generated Form ID 56136 PREMIUM PAYMENTS	Fees & Self-generated Form ID 56500 INSURANCE RECOVERY	Fees & Self-generated Form ID 56735 INTER FUND TRANSFER IN	Fees & Self-generated Form ID 56736 INTER FUND TRANSFER IN	Statutory Dedications Form ID 56334 V19-FUTURE MEDICAL CARE
Salaries	—	—	—	—	—
Other Compensation	—	—	—	—	—
Related Benefits	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—
Operating Services	—	—	—	—	—
Supplies	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**
Other Charges	5,267,614	2,000,000	5,000,000	1,594,719	2,000,000
Debt Service	—	—	—	—	—
Interagency Transfers	—	—	—	8,345,033	—
TOTAL OTHER CHARGES	**$5,267,614**	**$2,000,000**	**$5,000,000**	**$9,939,752**	**$2,000,000**
Acquisitions	—	—	—	—	—
Major Repairs	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$5,267,614**	**$2,000,000**	**$5,000,000**	**$9,939,752**	**$2,000,000**

Total Request

Expenditures	Used as a Cash Match	Total Means of Financing By Expenditure	Total State General Fund	Interagency Transfers Form ID 56133 PREMIUM PAYMENTS	Interagency Transfers Form ID 56622 GOHSEP-FEMA	Interagency Transfers Form ID 56715 GOHSEP-FEMA
Salaries	—	3,631,924	—	3,631,924	—	—
Other Compensation	—	144,066	—	144,066	—	—
Related Benefits	—	1,607,753	—	1,607,753	—	—
TOTAL PERSONAL SERVICES	**—**	**$5,383,743**	**—**	**$5,383,743**	**—**	**—**
Travel	—	52,278	—	52,278	—	—
Operating Services	—	222,139	—	222,139	—	—
Supplies	—	35,026	—	35,026	—	—
TOTAL OPERATING EXPENSES	**—**	**$309,443**	**—**	**$309,443**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**$15,993,975**	**—**	**$15,993,975**	**—**	**—**
Other Charges	—	264,060,929	—	199,926,077	10,000,000	38,500,000
Debt Service	—	—	—	—	—	—
Interagency Transfers	—	30,602,301	—	22,257,268	—	—
TOTAL OTHER CHARGES	**—**	**$294,663,230**	**—**	**$222,183,345**	**$10,000,000**	**$38,500,000**
Acquisitions	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**—**	**$316,350,391**	**—**	**$243,870,506**	**$10,000,000**	**$38,500,000**

Expenditures	Statutory Dedications Form ID 56334 V19-FUTURE MEDICAL CARE	Fees & Self-generated Form ID 56136 PREMIUM PAYMENTS	Fees & Self-generated Form ID 56500 INSURANCE RECOVERY	Fees & Self-generated Form ID 56735 INTER FUND TRANSFER IN	Fees & Self-generated Form ID 56736 INTER FUND TRANSFER IN
Salaries	—	—	—	—	—
Other Compensation	—	—	—	—	—
Related Benefits	—	—	—	—	—
TOTAL PERSONAL SERVICES	**—**	**—**	**—**	**—**	**—**
Travel	—	—	—	—	—
Operating Services	—	—	—	—	—
Supplies	—	—	—	—	—
TOTAL OPERATING EXPENSES	**—**	**—**	**—**	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**	**—**	**—**	**—**
Other Charges	2,000,000	5,040,133	2,000,000	5,000,000	1,594,719
Debt Service	—	—	—	—	—
Interagency Transfers	—	—	—	—	8,345,033
TOTAL OTHER CHARGES	**$2,000,000**	**$5,040,133**	**$2,000,000**	**$5,000,000**	**$9,939,752**
Acquisitions	—	—	—	—	—
Major Repairs	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$2,000,000**	**$5,040,133**	**$2,000,000**	**$5,000,000**	**$9,939,752**

REVENUE COLLECTIONS/INCOME

Interagency Transfers

003 - Interagency Transfers

Source	Commitment Item	Commitment Item Name	FY2025-2026 Actuals	FY-2027 Estimate	FY2027-2028 Projected	Over/Under Current Year Estimate
SOURCE						
CARRYFORWARD	4830016	PY CASH CARRYOVER	93,928,206	106,733,439	106,733,439	—
GOHSEP-FEMA	4710059	MR-FROM STATE AGENCY	32,408,180	40,300,000	48,500,000	8,200,000
INTEREST	4430010	INTERESTON INVEST	2,935,521	2,750,000	2,750,000	—
LSU	4710098	MR-INSURANCE PREMIUM	909,005	1,000,000	1,000,000	—
PREMIUM PAYMENTS	4710098	MR-INSURANCE PREMIUM	222,970,540	236,567,649	239,870,506	3,302,857
Total Collections/Income			**$353,151,452**	**$387,351,088**	**$398,853,945**	**$11,502,857**
TYPE						
Expenditures Source of Funding Form (BR-6)			258,527,092	281,202,131	292,370,506	11,168,375
Carryover			93,928,206	106,148,957	106,483,439	334,482
Transfer			696,154	—	—	—
Total Expenditures, Transfers and Carry Forwards to Next FY			**$353,151,452**	**$387,351,088**	**$398,853,945**	**$11,502,857**
Difference in Total Collections/Income and Total Expenditures, Transfers and Carry Forwards to Next FY			**—**	**—**	**—**	**—**

Fees & Self-generated

002 - Fees & Self-generated Revenues

Source	Commitment Item	Commitment Item Name	FY2025-2026 Actuals	FY-2027 Estimate	FY2027-2028 Projected	Over/Under Current Year Estimate
SOURCE						
CARRYFORWARD	4830016	PY CASH CARRYOVER	3,814,230	5,389,230	—	(5,389,230)
INSURANCE RECOVERIES	4710094	MR-INSURANCE RECOVER	199,764	2,000,000	2,000,000	—
INTEREST ON INVESTMENTS	4430010	INTERESTON INVEST	207,867	225,000	225,000	—
INTER FUND TRANSFER IN	4830011	INT FUND CY TRANS IN	14,939,752	14,939,752	14,939,752	—
LICENSES PERMITS & FEES	4550030	LIC PERM & FEES-OTH	34,100	25,000	25,000	—
PREMIUM PAYMENTS	4710098	MR-INSURANCE PREMIUM	5,070,819	5,602,096	5,040,133	(561,963)
Total Collections/Income			**$24,266,532**	**$28,181,078**	**$22,229,885**	**$(5,951,193)**
TYPE						
Expenditures Source of Funding Form (BR-6)			18,877,302	22,207,366	21,979,885	(227,481)
Carryover			5,389,230	5,973,712	250,000	(5,723,712)
Total Expenditures, Transfers and Carry Forwards to Next FY			**$24,266,532**	**$28,181,078**	**$22,229,885**	**$(5,951,193)**
Difference in Total Collections/Income and Total Expenditures, Transfers and Carry Forwards to Next FY			**—**	**—**	**—**	**—**

Statutory Dedications

V19 - Future Medical Care Fund

Source	Commitment Item	Commitment Item Name	FY2025-2026 Actuals	FY-2027 Estimate	FY2027-2028 Projected	Over/Under Current Year Estimate
SOURCE						
INTER FUND TRANSFER IN	4830011	INT FUND CY TRANS IN	2,000,000	2,000,000	2,000,000	—
Total Collections/Income			**$2,000,000**	**$2,000,000**	**$2,000,000**	**—**
TYPE						
Expenditures Source of Funding Form (BR-6)			696,154	2,000,000	2,000,000	—
Transfer			1,303,846	—	—	—
Total Expenditures, Transfers and Carry Forwards to Next FY			**$2,000,000**	**$2,000,000**	**$2,000,000**	**—**
Difference in Total Collections/Income and Total Expenditures, Transfers and Carry Forwards to Next FY			**—**	**—**	**—**	**—**

Justification of Differences

Form 57166 — 804-Interagency Transfers

Question	Narrative Response
Explain any transfers to other appropriations.	Funds equal to the actual expenditures out of the Future Medical Care fund are transferred to STO to replenish RV19 Statutory Dedication.
Break out INA by Source of Funding.	Not applicable
Additional information or comments.	

Form 57167 — 804-Fees and Self-generated Revenue

Question	Narrative Response
Explain any transfers to other appropriations.	Not applicable.
Break out INA by Source of Funding.	Not applicable
Additional information or comments.	Premium Revenue collections for the Small Boards and Commissions.

Form 57173 — 804-Statutory Dedication

Question	Narrative Response
Explain any transfers to other appropriations.	The balance of the Future Medical Care Fund at the year-end was transferred to STO in accordance with RS 39:1533.2. The STO fully replenished the fund to the authorized fund amount of $2,000,000 fund out of the Self-Insurance (IAT-005) appropriation
Break out INA by Source of Funding.	Not applicable
Additional information or comments.	Not applicable

SCHEDULE OF REQUESTED EXPENDITURES

804R - Office Of Risk Management

Travel

FY2027-2028 Request	Description
8,286	Conference Registration Fees
92	In-State Administrative- Meet with agencies relating to loss prevention and training.
8,004	In-State Conference - Attend In-State conferences, trainings and seminars and take on-line courses to obtain and maintain certifications.
7,157	In-State Field Travel - Attend In-State meetings, trials, and meetings with insured agencies to discuss issues and train agency personnel.
4,348	Out-of-State Administrative- Attend various Out-of-State conferences and meetings relating to claims management.
9,667	Out-of-State Conference - Attend Out-of-State conferences such as RIMS, STRIMA, and URIMA.
14,724	Out-of-State Field Travel for securing the purchase of Excess Commercial Insurance
$52,278	**Total Travel**

Operating Services

FY2027-2028 Request	Description
2,046	Agency membership dues
2,046	AT&T costs
1,023	Banking Services
5,115	Building Maintenance
15,345	Copy Machine Rental
1,023	Document Destruction Services
1,023	Drug testing
5,115	Dues and Subscriptions
1,023	Lab Fees
11,253	Memberships and Dues to maintain certifications
11,224	Miscellaneous
6,138	Rental of Automobile for field travel and conferences

Operating Services *(continued)*

FY2027-2028 Request	Description
153,627	Software & Database Maintenance
1,023	Verification Fees related to hiring of new employees
5,115	Verizon Costs
$222,139	**Total Operating Services**

Supplies

FY2027-2028 Request	Description
1,023	Banking supplies such as blank checks and deposit slips
7,067	Food for conferences, meetings
24,890	Office Supplies
2,046	Other Operating Supplies
$35,026	**Total Supplies**

Professional Services

FY2027-2028 Request	Means of Financing	Description
121,000	Interagency Transfers	
$121,000		**Actuarial Services for Premium Development, Reserve Calculations and other projects.**
425,000	Interagency Transfers	
$425,000		**Elevator Inspection and Technical Services**
280,000	Interagency Transfers	
$280,000		**Independent Adjustor Fees for Property and Disaster Adjusting Services**
150,000	Interagency Transfers	
$150,000		**New contract to provide legal coverage counsel related to commercially secured insurance policies.**

Professional Services *(continued)*

FY2027-2028 Request	Means of Financing	Description
100,000	Interagency Transfers	
$100,000		**Professional management consulting services to provide specialized expertise, operational assessments, process improvements, strategic planning, and other advisory support as needed to assist ORM with administrative, financial, and operational initiatives.**
14,917,975	Interagency Transfers	
$14,917,975		**Third Party Claims Administrator for claims management, cost containment and loss prevention services**
$15,993,975	**Total Professional Services**	

Other Charges

FY2027-2028 Request	Means of Financing	Description
53,959,867	Interagency Transfers	
$53,959,867		**Commercial Insurance -Cost for the purchase of commercial insurance to protect the state against excessive losses in the event of a catastrophe and for other commercial insurance coverage not self-insured by ORM.**
5,040,133	Fees & Self-generated Revenues	
$5,040,133		**Commercial Insurance - Cost of Commercial Insurance purchased to protect the state in the event of a catastrophe and for other commercial insurance not covered by Self-Insurance.**
960,000	Interagency Transfers	
$960,000		**Commercial Insurance - Insurance brokerage and consulting services**
1,494,719	Fees & Self-generated Revenues	
$1,494,719		**Contract Attorney Payments - Payments to attorneys for contract legal services for the purpose of defending the state against claims and legal actions.**
18,505,281	Interagency Transfers	
$18,505,281		**Contract Attorney Payments- Payments to attorneys for contract legal services for the purpose of defending the state against claims and legal actions.**
729,000	Interagency Transfers	
$729,000		**Contracted recovery fees for Second Injury and Subrogation recoveries**
2,400,000	Interagency Transfers	
$2,400,000		**Contract for Expert Claims Consultants associated with litigation.**

Other Charges *(continued)*

FY2027-2028 Request	Means of Financing	Description
5,000,000	Interagency Transfers	
$5,000,000		**Contract for Expert Disaster Recovery Services relating to Presidentially-declared disasters.**
5,962,165	Interagency Transfers	
$5,962,165		**Emergency Adjusting Fees relating to Presidentially-declared disasters**
2,000,000	Fees & Self-generated Revenues	
$2,000,000		**Excess commercial insurance recoveries.**
5,500,000	Interagency Transfers	
$5,500,000		**FEMA Funded Special Projects.**
38,500,000	Interagency Transfers	
$38,500,000		**FEMA Funded Special Projects. WLF Levee Project, CPRA, McNeese, and HMGP Projects.**
2,000,000	Future Medical Care Fund	
$2,000,000		**Future Medical Care Fund claims expenditures**
5,000,000	Fees & Self-generated Revenues	
$5,000,000		**Law Enforcement and Firefighter Survivor Benefit claim payments.**
200,000	Interagency Transfers	
$200,000		**Loss Prevention Funds provided to state agencies to reduce and or eliminate hazards**
116,709,764	Interagency Transfers	
$116,709,764		**Self-Insurance Claim Payments**
100,000	Fees & Self-generated Revenues	
$100,000		**Small Non-litigated Road Hazard Claim Payments.**
$264,060,929	**Total Other Charges**	

Interagency Transfers

FY2027-2028 Request	Means of Financing	Receiving Agency	Description
33,774	Interagency Transfers		
$33,774		**DIVISION OF ADMINISTRATION**	**Human Resources Services**
7,778	Interagency Transfers		
$7,778		**DIVISION OF ADMINISTRATION**	**Office of General Counsel - Legal Fees (Medical Review Panel)**
194,908	Interagency Transfers		
$194,908		**DIVISION OF ADMINISTRATION**	**Office of General Counsel - Legal Fees (ORM)**
251,264	Interagency Transfers		
$251,264		**DIVISION OF ADMINISTRATION**	**Office of the Commissioner (Salaries and Benefits)**
200,015	Interagency Transfers		
$200,015		**DIVISION OF ADMINISTRATION**	**Other Interagency Transfers**
167,307	Interagency Transfers		
$167,307		**DOA - DEBT SERVICE AND MAINTENANCE**	**Rent in State Owned Buildings**
20,320	Interagency Transfers		
$20,320		**DOA-OFFICE OF ST PROCUREMENT**	**Office of State Procurement**
16,876	Interagency Transfers		
$16,876		**DOA-OFFICE OF TECHNOLOGY SVCS**	**Office of State Mail**
6,900	Interagency Transfers		
$6,900		**DOA-OFFICE OF TECHNOLOGY SVCS**	**Office of State Printing**
4,268,372	Interagency Transfers		
$4,268,372		**DOA-OFFICE OF TECHNOLOGY SVCS**	**Office of Technology Service Fees**
17,279	Interagency Transfers		
$17,279		**DOA-OFFICE OF TECHNOLOGY SVCS**	**Office of Telecommunications Management Fees**
48,535	Interagency Transfers		
$48,535		**LEGISLATIVE AUDITOR**	**Legislative Auditor Fees**
218,498	Interagency Transfers		
$218,498		**OFFICE OF RISK MANAGEMENT**	**Office of Risk Management Insurance Premiums**
24,437	Interagency Transfers		
$24,437		**OFFICE OF STATE POLICE**	**Capitol Park Security Fees**

Interagency Transfers *(continued)*

FY2027-2028 Request	Means of Financing	Receiving Agency	Description
392,000	Interagency Transfers		
$392,000		**OFFICE OF STATE POLICE**	**Department of Public Safety for Accident Reconstruction equipment, training, and overtime costs.**
8,345,033	Fees & Self-generated Revenues		
$8,345,033		**OFFICE OF THE ATTORNEY GENERAL**	**State Attorney General Fees - Risk Litigation Legal Services. Funding is Fees and Self-Generated funds.**
16,364,967	Interagency Transfers		
$16,364,967		**OFFICE OF THE ATTORNEY GENERAL**	**State Attorney General Fees - Risk Litigation Legal Services. Funding is Interagency Transfers - Premiums**
2,548	Interagency Transfers		
$2,548		**OSUP**	**Office of State Uniform Payroll Fees**
21,490	Interagency Transfers		
$21,490		**STATE CIVIL SERVICE**	**State Civil Service Fees**
$30,602,301	**Total Interagency Transfers**		

Continuation Budget Adjustments

AGENCY SUMMARY STATEMENT

Total Agency

Means of Financing

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
STATE GENERAL FUND (Direct)	—	—	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—	—	—
INTERAGENCY TRANSFERS	281,202,131	—	389,740	—	—	10,778,635	292,370,506
FEES & SELF-GENERATED	22,207,366	—	—	—	—	(227,481)	21,979,885
STATUTORY DEDICATIONS	2,000,000	—	—	—	—	—	2,000,000
FEDERAL FUNDS	—	—	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$305,409,497**	**—**	**$389,740**	**—**	**—**	**$10,551,154**	**$316,350,391**

Fees and Self-Generated

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
Fees & Self-generated Revenues	22,207,366	—	—	—	—	(227,481)	21,979,885
Total:	**$22,207,366**	**—**	**—**	**—**	**—**	**$(227,481)**	**$21,979,885**

Statutory Dedications

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
Future Medical Care Fund	2,000,000	—	—	—	—	—	2,000,000
Total:	**$2,000,000**	**—**	**—**	**—**	**—**	**—**	**$2,000,000**

Expenditures and Positions

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
Salaries	3,575,464	—	—	—	—	56,460	3,631,924
Other Compensation	144,066	—	—	—	—	—	144,066
Related Benefits	2,236,096	—	—	—	—	(628,343)	1,607,753
TOTAL PERSONAL SERVICES	**$5,955,626**	**—**	**—**	**—**	**—**	**$(571,883)**	**$5,383,743**
Travel	51,061	—	1,217	—	—	—	52,278
Operating Services	216,972	—	5,167	—	—	—	222,139
Supplies	24,443	—	583	—	—	10,000	35,026
TOTAL OPERATING EXPENSES	**$292,476**	**—**	**$6,967**	**—**	**—**	**$10,000**	**$309,443**
PROFESSIONAL SERVICES	**$16,082,877**	**—**	**$382,773**	**—**	**—**	**$(471,675)**	**$15,993,975**
Other Charges	253,930,210	—	—	—	—	10,130,719	264,060,929
Debt Service	—	—	—	—	—	—	—
Interagency Transfers	29,148,308	—	—	—	—	1,453,993	30,602,301
TOTAL OTHER CHARGES	**$283,078,518**	**—**	**—**	**—**	**—**	**$11,584,712**	**$294,663,230**
Acquisitions	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$305,409,497**	**—**	**$389,740**	**—**	**—**	**$10,551,154**	**$316,350,391**
Classified	42	—	—	—	—	—	42
Unclassified	—	—	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	**42**	**—**	**—**	**—**	**—**	**—**	**42**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**3**	**—**	**—**	**—**	**—**	**—**	**3**

CONTINUATION BUDGET ADJUSTMENTS - SUMMARIZED

Form 59307 — FY27-28 Inflation

Means of Financing

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	389,740
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$389,740**

Positions

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Expenditures

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	1,217
Operating Services	5,167
Supplies	583
TOTAL OPERATING EXPENSES	**$6,967**
PROFESSIONAL SERVICES	**$382,773**
Other Charges	—
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**—**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$389,740**

Form 61743 — 804 ORM Professional Services

Means of Financing

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	(471,675)
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$(471,675)**

Positions

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Expenditures

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	—
TOTAL OPERATING EXPENSES	**—**
PROFESSIONAL SERVICES	**$(471,675)**
Other Charges	—
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**—**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$(471,675)**

Form 62024 — 804 ORM Interagency Transfers

Means of Financing

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	1,453,993
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$1,453,993**

Positions

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Expenditures

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	—
TOTAL OPERATING EXPENSES	**—**
PROFESSIONAL SERVICES	**—**
Other Charges	—
Debt Service	—
Interagency Transfers	1,453,993
TOTAL OTHER CHARGES	**$1,453,993**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$1,453,993**

Form 62377 — 804 ORM Administrative Expenditures

Means of Financing

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	(561,883)
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$(561,883)**

Positions

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Expenditures

	Amount
Salaries	56,460
Other Compensation	—
Related Benefits	(628,343)
TOTAL PERSONAL SERVICES	**$(571,883)**
Travel	—
Operating Services	—
Supplies	10,000
TOTAL OPERATING EXPENSES	**$10,000**
PROFESSIONAL SERVICES	**—**
Other Charges	—
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**—**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$(561,883)**

Form 62556 — 804 ORM Other Charges

Means of Financing

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	10,358,200
FEES & SELF-GENERATED	(227,481)
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$10,130,719**

Positions

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Expenditures

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	—
TOTAL OPERATING EXPENSES	**—**
PROFESSIONAL SERVICES	**—**
Other Charges	10,130,719
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**$10,130,719**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$10,130,719**

PROGRAM SUMMARY STATEMENT

804R - Office Of Risk Management

Means of Financing

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
STATE GENERAL FUND (Direct)	—	—	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—	—	—
INTERAGENCY TRANSFERS	281,202,131	—	389,740	—	—	11,350,518	292,942,389
FEES & SELF-GENERATED	22,207,366	—	—	—	—	(227,481)	21,979,885
STATUTORY DEDICATIONS	2,000,000	—	—	—	—	—	2,000,000
FEDERAL FUNDS	—	—	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$305,409,497**	**—**	**$389,740**	**—**	**—**	**$11,123,037**	**$316,922,274**

Fees and Self-Generated

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
Fees & Self-generated Revenues	22,207,366	—	—	—	—	(227,481)	21,979,885
Total:	**$22,207,366**	**—**	**—**	**—**	**—**	**$(227,481)**	**$21,979,885**

Statutory Dedications

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
Future Medical Care Fund	2,000,000	—	—	—	—	—	2,000,000
Total:	**$2,000,000**	**—**	**—**	**—**	**—**	**—**	**$2,000,000**

Expenditures and Positions

Description	Existing Operating Budget as of 10/01/2026	Non-Recurring	Inflation	Compulsory	Workload	Other	FY2027-2028 Requested Continuation Level
Salaries	3,575,464	—	—	—	—	—	3,575,464
Other Compensation	144,066	—	—	—	—	—	144,066
Related Benefits	2,236,096	—	—	—	—	—	2,236,096
TOTAL PERSONAL SERVICES	**$5,955,626**	**—**	**—**	**—**	**—**	**—**	**$5,955,626**
Travel	51,061	—	1,217	—	—	—	52,278
Operating Services	216,972	—	5,167	—	—	—	222,139
Supplies	24,443	—	583	—	—	10,000	35,026
TOTAL OPERATING EXPENSES	**$292,476**	**—**	**$6,967**	**—**	**—**	**$10,000**	**$309,443**
PROFESSIONAL SERVICES	**$16,082,877**	**—**	**$382,773**	**—**	**—**	**$(471,675)**	**$15,993,975**
Other Charges	253,930,210	—	—	—	—	10,130,719	264,060,929
Debt Service	—	—	—	—	—	—	—
Interagency Transfers	29,148,308	—	—	—	—	1,453,993	30,602,301
TOTAL OTHER CHARGES	**$283,078,518**	**—**	**—**	**—**	**—**	**$11,584,712**	**$294,663,230**
Acquisitions	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$305,409,497**	**—**	**$389,740**	**—**	**—**	**$11,123,037**	**$316,922,274**
Classified	42	—	—	—	—	—	42
Unclassified	—	—	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	**42**	**—**	**—**	**—**	**—**	**—**	**42**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**3**	**—**	**—**	**—**	**—**	**—**	**3**

CONTINUATION BUDGET ADJUSTMENTS - BY PROGRAM

Form 59307 — FY27-28 Inflation

804R - Office Of Risk Management

Means of Financing

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	389,740
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$389,740**

Expenditures

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	1,217
Operating Services	5,167
Supplies	583
TOTAL OPERATING EXPENSES	**$6,967**
PROFESSIONAL SERVICES	**$382,773**
Other Charges	—
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**—**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$389,740**

Positions

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Statutory Dedications

	Amount
Total:	**—**

Supporting Detail

Means of Financing

Description	Amount
Interagency Transfers	389,740
Total:	**$389,740**

Travel

Commitment item	Name	Amount
5210010	IN-STATE TRAVEL-ADM	48
5210015	IN-STATE TRAVEL-CONF	310
5210020	IN-STATE TRAV-FIELD	96
5210050	OUT-OF-STATE TRV-ADM	119
5210055	OUT-OF-STTRV-CONF	358
5210060	OUT-OF-STTRV-FIELD	166
5210110	CONFERENCE REG FEES	120
Total:		**$1,217**

Operating Services

Commitment item	Name	Amount
5310010	SERV-DUES & OTHER	119
5310013	SERV-LAB FEES	24
5310014	SERV-DRUG TESTING	24
5310017	SERV-DOC DESTRUCTION	24
5310040	SERV-BANK (NON-DEBT)	24
5310042	SERV-BAR DUES	48
5310044	SERV-VERIFICATIN FEE	24
5310049	SERV-DUES & OTHER	48
5310050	SERV-DUES & OTHER	237
5310400	SERV-MISC	238
5330001	MAINT-BUILDINGS	119
5330026	MAINT-SOFTWRE MTCE	3,570
5340020	RENT-EQUIPMENT	357
5340025	RENT-AUTOMOBILES	144

Operating Services *(continued)*

Commitment item	Name	Amount
5350004	UTIL-TELEPHONE SERV	48
5350005	UTIL-OTHER COMM SERV	119
Total:		**$5,167**

Supplies

Commitment item	Name	Amount
5410001	SUP-OFFICE SUPPLIES	381
5410003	SUP-BANKING	24
5410006	SUP-COMPUTER	58
5410013	SUP-FOOD & BEVERAGE	48
5410016	SUP-BLD	24
5410400	SUP-OTHER	48
Total:		**$583**

Professional Services

Commitment item	Name	Amount
5510001	PROF SERV-ACCT/AUDIT	2,880
5510003	PROF SERV-MGT CONSUL	2,380
5510400	PROF SERV-OTHER	377,513
Total:		**$382,773**

Form 61743 — 804 ORM Professional Services

804R - Office Of Risk Management

MEANS OF FINANCING

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	(471,675)
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$(471,675)**

AUTHORIZED POSITIONS

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

EXPENDITURES

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	—
TOTAL OPERATING EXPENSES	**—**
PROFESSIONAL SERVICES	**$(471,675)**
Other Charges	—
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**—**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$(471,675)**

Question	Narrative Response
Explain the need for this request.	The FY28 Professional Services budget adjustment totals $471,675 , based on the following changes: TPA Service Fees ñ Year 6: Projected at $14,535,202, based on a 1.5% annual increase consistent with the first five years of the contract schedule. Year 6 has not yet been negotiated. An additional $382,773 in professional services inflation was included to account for potential changes in the negotiated amount. All other existing contract projections are based on obligated contract amounts. ATIS Contract: Decreased by $115,000 to reflect the updated contract amount. Legal Consultation Services: Added an estimated $150,000 for a new professional services contract to provide legal consultation related to commercially secured insurance policies. The final contract amount has not yet been determined.
Cite performance indicators for the adjustment.	
What would the impact be if this is not funded?	
Is revenue a fixed amount or can it be adjusted?	
Is the expenditure of these revenues restricted?	
Additional information or comments.	

Form 62024 — 804 ORM Interagency Transfers

804R - Office Of Risk Management

MEANS OF FINANCING

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	1,453,993
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$1,453,993**

AUTHORIZED POSITIONS

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

EXPENDITURES

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	—
TOTAL OPERATING EXPENSES	**—**
PROFESSIONAL SERVICES	**—**
Other Charges	—
Debt Service	—
Interagency Transfers	1,453,993
TOTAL OTHER CHARGES	**$1,453,993**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$1,453,993**

Question	Narrative Response
Explain the need for this request.	The FY28 Interagency Transfers budget increase reflects the following adjustments: Office of the Commissioner, Human Resources, and General Counsel: Updated to reflect the newly received IAT agreement amounts. State Police Accident Reconstruction: Increased to accommodate the purchase of new equipment requested under the agreement. Attorney General's Office: Increased as a placeholder based on the historical five-year average of annual increases, pending receipt of the FY28 IAT agreement.
Cite performance indicators for the adjustment.	
What would the impact be if this is not funded?	
Is revenue a fixed amount or can it be adjusted?	
Is the expenditure of these revenues restricted?	
Additional information or comments.	

Form 62377 — 804 ORM Administrative Expenditures

804R - Office Of Risk Management

MEANS OF FINANCING

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	10,000
FEES & SELF-GENERATED	—
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$10,000**

AUTHORIZED POSITIONS

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

EXPENDITURES

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	10,000
TOTAL OPERATING EXPENSES	**$10,000**
PROFESSIONAL SERVICES	**—**
Other Charges	—
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**—**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$10,000**

Question	Narrative Response
Explain the need for this request.	The FY28 Salaries and Related Benefits budget was adjusted using the updated PEP report dated October 1, 2026, to reflect current personnel costs, salary changes, and associated benefits. The adjustment also accounts for the removal of one position. The FY28 Supplies budget was increased to support ORM's plan to resume hosting annual conferences for state agencies beginning in FY28. The additional funding will cover supplies and materials necessary for these conferences, which provide training, guidance, and updates on risk management programs and procedures. ORM last hosted a conference in 2024.
Cite performance indicators for the adjustment.	
What would the impact be if this is not funded?	
Is revenue a fixed amount or can it be adjusted?	
Is the expenditure of these revenues restricted?	
Additional information or comments.	

Form 62556 — 804 ORM Other Charges

804R - Office Of Risk Management

MEANS OF FINANCING

	Amount
STATE GENERAL FUND (Direct)	—
STATE GENERAL FUND BY:	—
INTERAGENCY TRANSFERS	10,358,200
FEES & SELF-GENERATED	(227,481)
STATUTORY DEDICATIONS	—
FEDERAL FUNDS	—
TOTAL MEANS OF FINANCING	**$10,130,719**

EXPENDITURES

	Amount
Salaries	—
Other Compensation	—
Related Benefits	—
TOTAL PERSONAL SERVICES	**—**
Travel	—
Operating Services	—
Supplies	—
TOTAL OPERATING EXPENSES	**—**
PROFESSIONAL SERVICES	**—**
Other Charges	10,130,719
Debt Service	—
Interagency Transfers	—
TOTAL OTHER CHARGES	**$10,130,719**
Acquisitions	—
Major Repairs	—
TOTAL ACQ. & MAJOR REPAIRS	**—**
TOTAL EXPENDITURES	**$10,130,719**

AUTHORIZED POSITIONS

	FTE
Classified	—
Unclassified	—
TOTAL AUTHORIZED T.O. POSITIONS	—
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—
TOTAL NON-T.O. FTE POSITIONS	—

Fees and Self-Generated

	Amount
Fees & Self-generated Revenues	(227,481)
Total:	**$(227,481)**

Statutory Dedications

	Amount
Total:	**—**

Question	Narrative Response
Explain the need for this request.	1. Commercial Excess Insurance Premiums ñ Increase of $792,052 Increased from $58.21 million to $59 million based on Underwriting's preliminary FY28 premium estimate. Additionally, $227.481 was reallocated from Fund 400 to Fund 500 to align budgeted expenditures with projected premium revenue. 2. Workers' Compensation Board Assessment Fees ñ Increase of $300,000 Increased funding to accommodate the continued annual growth in Workers' Compensation Board assessment fees. Additional funding is requested to account for the upward trend in assessment costs and ensure sufficient funding for FY28 obligations. 3. Claims Payments ñ Increase of $6,688,667.00 Increased funding for claims payments to account for historically rising claims expenditures and to better align projected expenditures with anticipated premium collections. The adjustment reflects the need to maintain sufficient funding to meet claims obligations during FY28. 4. FEMA Disaster Recovery ñ Increase of $8,200,000 Increased from $30.30 million to $38.50 million to accommodate projected reimbursements to agencies for disaster recovery projects. These projects were included in prior-year budgets but experienced delays due to project timelines and federal shutdowns. These delays also contributed to FY26 actual expenditures being below budget. See attachment for list of projects. Also lowered the 10,000,000 reimbursements from FEMA in source of funding to 1,000,000 due to collections of most reimbursements. 5. ICF Contract: Decreased to reflect the estimated updated contract amount. -2,000,000 6. Contract Attorneys: Decreased based on revised projections using recent actual expenditures and updated monthly payment averages. -3,850,000
Cite performance indicators for the adjustment.	
What would the impact be if this is not funded?	
Is revenue a fixed amount or can it be adjusted?	
Is the expenditure of these revenues restricted?	
Additional information or comments.	

FY28 Recovery Projections - HMGP

AGENCY	PROJECT TITLE
Multiple	Office of Risk Management Statewide Generator Project
McNeese	Office of Risk Management McNeese State Generator - Main Campus
Delgado	Wind Retrofit - Multiple Buildings

FY28 Recovery Projections - PA Pass-Throughs

AGENCY	PROJECT TITLE
CPRA	Coastal Protection Restoration Authority - CPRA Beach Repairs
McNeese	McNeese University - Farrar Hall Building Repairs/Replacement 428 Alternative Procedures Project
DWLF	Department of Wildlife and Fisheries Rockefeller Levee System Restoration
CPRA	Coastal Protection and Restoration Authority CPRA-NORTHWEST TURTLE BAY MARSH
CPRA	Coastal Protection and Restoration Authority Statewide Repairs (CPRA Living Shoreline and Barataria Landbridge)
State Parks - Grand Isle	Office of State Parks OSP-Grand Isle State Park-Fishing Pier 50% Repair vs. Replacement Improved Project

DESCRIPTION	FY28 $
$4.4M Project - Generators and installation at various state agencies	$ 200,000.00
$3.6M Project - Generators to back up the central plant	$ 200,000.00
$8.8M Project - Wind retrofit of multiple buildings, incls roofs, windows, and doors	$ 500,000.00

DESCRIPTION	FY28 $
H. Zeta:Terrebonne Basin Barrier Island & Beach Nourishment - West Belle Headland. This is an 89M+ project. Estimated amount that should pass through for FY29	$ 25,000,000.00
H. Laura: This is a $30M 428 Alternative Procedures Project w/FEMA and involves various infrastructure projects at MSU.	$ 5,000,000.00
H. Laura: This is a $29M project involving appx 27 miles long system of levees	$ 6,000,000.00
H.Ida: Located in Jefferson Parish. This is a $1.2M project	$ 600,000.00
H. Ida: This is a $1.4M Project in Jefferson and Lafourche parishes	$ 500,000.00
H. Ida: Rebuilding of Pier. This is a $5.8M project	$ 500,000.00
	$ 38,500,000.00

Technical and Other Adjustments

AGENCY SUMMARY STATEMENT

Total Agency

Means of Financing	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in this Adjustment Package	FY2027-2028 Requested Realignment
STATE GENERAL FUND (Direct)	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—
INTERAGENCY TRANSFERS	281,202,131	11,168,375	—	292,370,506
FEES & SELF-GENERATED	22,207,366	(227,481)	—	21,979,885
STATUTORY DEDICATIONS	2,000,000	—	—	2,000,000
FEDERAL FUNDS	—	—	—	—
TOTAL MEANS OF FINANCING	**$305,409,497**	**$10,940,894**	**—**	**$316,350,391**
Salaries	3,575,464	56,460	—	3,631,924
Other Compensation	144,066	—	—	144,066
Related Benefits	2,236,096	(628,343)	—	1,607,753
TOTAL PERSONAL SERVICES	**$5,955,626**	**$(571,883)**	**—**	**$5,383,743**
Travel	51,061	1,217	—	52,278
Operating Services	216,972	5,167	—	222,139
Supplies	24,443	10,583	—	35,026
TOTAL OPERATING EXPENSES	**$292,476**	**$16,967**	**—**	**$309,443**
PROFESSIONAL SERVICES	**$16,082,877**	**$(88,902)**	**—**	**$15,993,975**
Other Charges	253,930,210	10,130,719	—	264,060,929
Debt Service	—	—	—	—
Interagency Transfers	29,148,308	1,453,993	—	30,602,301
TOTAL OTHER CHARGES	**$283,078,518**	**$11,584,712**	**—**	**$294,663,230**
Acquisitions	—	—	—	—
Major Repairs	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$305,409,497**	**$10,940,894**	**—**	**$316,350,391**
Classified	**42**	**—**	**—**	**42**
Unclassified	**—**	**—**	**—**	**—**
TOTAL AUTHORIZED T.O. POSITIONS	**42**	**—**	**—**	**42**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**3**	**—**	**—**	**3**

PROGRAM BREAKOUT

Means of Financing	Requested in this Adjustment Package	804R Office Of Risk Management
STATE GENERAL FUND (Direct)	—	—
STATE GENERAL FUND BY:	—	—
INTERAGENCY TRANSFERS	—	—
FEES & SELF-GENERATED	—	—
STATUTORY DEDICATIONS	—	—
FEDERAL FUNDS	—	—
TOTAL MEANS OF FINANCING	**—**	**—**
Salaries	—	—
Other Compensation	—	—
Related Benefits	—	—
TOTAL SALARIES	**—**	**—**
Travel	—	—
Operating Services	—	—
Supplies	—	—
TOTAL OPERATING EXPENSES	**—**	**—**
PROFESSIONAL SERVICES	**—**	**—**
Other Charges	—	—
Debt Service	—	—
Interagency Transfers	—	—
TOTAL OTHER CHARGES	**—**	**—**
Acquisitions	—	—
Major Repairs	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**
TOTAL EXPENDITURES & REQUEST	**—**	**—**
Classified	**—**	**—**
Unclassified	**—**	**—**
TOTAL AUTHORIZED T.O. POSITIONS	**—**	**—**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**—**	**—**

PROGRAM SUMMARY STATEMENT

804R - Office Of Risk Management

Means of Financing	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in this Adjustment Package	FY2027-2028 Requested Realignment
STATE GENERAL FUND (Direct)	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—
INTERAGENCY TRANSFERS	281,202,131	11,740,258	—	292,942,389
FEES & SELF-GENERATED	22,207,366	(227,481)	—	21,979,885
STATUTORY DEDICATIONS	2,000,000	—	—	2,000,000
FEDERAL FUNDS	—	—	—	—
TOTAL MEANS OF FINANCING	**$305,409,497**	**$11,512,777**	**—**	**$316,922,274**
Salaries	3,575,464	—	—	3,575,464
Other Compensation	144,066	—	—	144,066
Related Benefits	2,236,096	—	—	2,236,096
TOTAL PERSONAL SERVICES	**$5,955,626**	**—**	**—**	**$5,955,626**
Travel	51,061	1,217	—	52,278
Operating Services	216,972	5,167	—	222,139
Supplies	24,443	10,583	—	35,026
TOTAL OPERATING EXPENSES	**$292,476**	**$16,967**	**—**	**$309,443**
PROFESSIONAL SERVICES	**$16,082,877**	**$(88,902)**	**—**	**$15,993,975**
Other Charges	253,930,210	10,130,719	—	264,060,929
Debt Service	—	—	—	—
Interagency Transfers	29,148,308	1,453,993	—	30,602,301
TOTAL OTHER CHARGES	**$283,078,518**	**$11,584,712**	**—**	**$294,663,230**
Acquisitions	—	—	—	—
Major Repairs	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$305,409,497**	**$11,512,777**	**—**	**$316,922,274**
Classified	**42**	**—**	**—**	**42**
Unclassified	**—**	**—**	**—**	**—**
TOTAL AUTHORIZED T.O. POSITIONS	**42**	**—**	**—**	**42**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**3**	**—**	**—**	**3**

New or Expanded Requests

AGENCY SUMMARY STATEMENT

Total Agency

Means of Financing and Expenditures	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in Technical/Other Package	FY2027-2028 Requested New/Expanded	FY2027-2028 Requested Realignment
STATE GENERAL FUND (Direct)	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—
INTERAGENCY TRANSFERS	281,202,131	11,168,375	—	—	292,370,506
FEES & SELF-GENERATED	22,207,366	(227,481)	—	—	21,979,885
STATUTORY DEDICATIONS	2,000,000	—	—	—	2,000,000
FEDERAL FUNDS	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$305,409,497**	**$10,940,894**	**—**	**—**	**$316,350,391**
Salaries	3,575,464	56,460	—	—	3,631,924
Other Compensation	144,066	—	—	—	144,066
Related Benefits	2,236,096	(628,343)	—	—	1,607,753
TOTAL PERSONAL SERVICES	**$5,955,626**	**$(571,883)**	**—**	**—**	**$5,383,743**
Travel	51,061	1,217	—	—	52,278
Operating Services	216,972	5,167	—	—	222,139
Supplies	24,443	10,583	—	—	35,026
TOTAL OPERATING EXPENSES	**$292,476**	**$16,967**	**—**	**—**	**$309,443**
PROFESSIONAL SERVICES	**$16,082,877**	**$(88,902)**	**—**	**—**	**$15,993,975**
Other Charges	253,930,210	10,130,719	—	—	264,060,929
Debt Service	—	—	—	—	—
Interagency Transfers	29,148,308	1,453,993	—	—	30,602,301
TOTAL OTHER CHARGES	**$283,078,518**	**$11,584,712**	**—**	**—**	**$294,663,230**
Acquisitions	—	—	—	—	—
Major Repairs	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$305,409,497**	**$10,940,894**	**—**	**—**	**$316,350,391**
Classified	42	—	—	—	42
Unclassified	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	42	—	—	—	42
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—	—	—	—	—
TOTAL NON-T.O. FTE POSITIONS	3	—	—	—	3

Fees and Self-Generated

Description	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in Technical/Other Package	FY2027-2028 Requested New/Expanded	FY2027-2028 Requested Realignment
Fees & Self-generated Revenues	22,207,366	(227,481)	—	—	21,979,885
Total:	**$22,207,366**	**$(227,481)**	**—**	**—**	**$21,979,885**

Statutory Dedications

Description	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in Technical/Other Package	FY2027-2028 Requested New/Expanded	FY2027-2028 Requested Realignment
Future Medical Care Fund	2,000,000	—	—	—	2,000,000
Total:	**$2,000,000**	**—**	**—**	**—**	**$2,000,000**

PROGRAM SUMMARY STATEMENT

804R - Office Of Risk Management

Means of Financing and Expenditures	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in Technical/Other Package	FY2027-2028 Requested New/Expanded	FY2027-2028 Requested Realignment
STATE GENERAL FUND (Direct)	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—
INTERAGENCY TRANSFERS	281,202,131	11,740,258	—	—	292,942,389
FEES & SELF-GENERATED	22,207,366	(227,481)	—	—	21,979,885
STATUTORY DEDICATIONS	2,000,000	—	—	—	2,000,000
FEDERAL FUNDS	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$305,409,497**	**$11,512,777**	**—**	**—**	**$316,922,274**
Salaries	3,575,464	—	—	—	3,575,464
Other Compensation	144,066	—	—	—	144,066
Related Benefits	2,236,096	—	—	—	2,236,096
TOTAL PERSONAL SERVICES	**$5,955,626**	**—**	**—**	**—**	**$5,955,626**
Travel	51,061	1,217	—	—	52,278
Operating Services	216,972	5,167	—	—	222,139
Supplies	24,443	10,583	—	—	35,026
TOTAL OPERATING EXPENSES	**$292,476**	**$16,967**	**—**	**—**	**$309,443**
PROFESSIONAL SERVICES	**$16,082,877**	**$(88,902)**	**—**	**—**	**$15,993,975**
Other Charges	253,930,210	10,130,719	—	—	264,060,929
Debt Service	—	—	—	—	—
Interagency Transfers	29,148,308	1,453,993	—	—	30,602,301
TOTAL OTHER CHARGES	**$283,078,518**	**$11,584,712**	**—**	**—**	**$294,663,230**
Acquisitions	—	—	—	—	—
Major Repairs	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$305,409,497**	**$11,512,777**	**—**	**—**	**$316,922,274**
Classified	42	—	—	—	42
Unclassified	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	42	—	—	—	42
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	—	—	—	—	—
TOTAL NON-T.O. FTE POSITIONS	3	—	—	—	3

Fees and Self-Generated

Description	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in Technical/Other Package	FY2027-2028 Requested New/Expanded	FY2027-2028 Requested Realignment
Fees & Self-generated Revenues	22,207,366	(227,481)	—	—	21,979,885
Total:	**$22,207,366**	**$(227,481)**	**—**	**—**	**$21,979,885**

Statutory Dedications

Description	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustment	FY2027-2028 Requested in Technical/Other Package	FY2027-2028 Requested New/Expanded	FY2027-2028 Requested Realignment
Future Medical Care Fund	2,000,000	—	—	—	2,000,000
Total:	**$2,000,000**	**—**	**—**	**—**	**$2,000,000**



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Total Request Summary

AGENCY SUMMARY STATEMENT

Total Agency

Means of Financing

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustments	FY2027-2028 Requested in Technical/Other Adjustments	FY2027-2028 Requested New or Expanded Adjustments	FY2027-2028 Total Request	Over/Under EOB
STATE GENERAL FUND (Direct)	—	—	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—	—	—
INTERAGENCY TRANSFERS	245,721,859	281,202,131	11,168,375	—	—	292,370,506	11,168,375
FEES & SELF-GENERATED	18,877,302	22,207,366	(227,481)	—	—	21,979,885	(227,481)
STATUTORY DEDICATIONS	696,154	2,000,000	—	—	—	2,000,000	—
FEDERAL FUNDS	—	—	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$265,295,315**	**$305,409,497**	**$10,940,894**	**—**	**—**	**$316,350,391**	**$10,940,894**

Statutory Dedications

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustments	FY2027-2028 Requested in Technical/Other Adjustments	FY2027-2028 Requested New or Expanded Adjustments	FY2027-2028 Total Request	Over/Under EOB
Future Medical Care Fund	696,154	2,000,000	—	—	—	2,000,000	—
Total:	**$696,154**	**$2,000,000**	**—**	**—**	**—**	**$2,000,000**	**—**

Expenditures and Positions

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustments	FY2027-2028 Requested in Technical/Other Adjustments	FY2027-2028 Requested New or Expanded Adjustments	FY2027-2028 Total Request	Over/Under EOB
Salaries	2,862,979	3,575,464	56,460	—	—	3,631,924	56,460
Other Compensation	118,797	144,066	—	—	—	144,066	—
Related Benefits	1,750,238	2,236,096	(628,343)	—	—	1,607,753	(628,343)
TOTAL PERSONAL SERVICES	**$4,732,014**	**$5,955,626**	**$(571,883)**	**—**	**—**	**$5,383,743**	**$(571,883)**
Travel	24,508	51,061	1,217	—	—	52,278	1,217
Operating Services	78,349	216,972	5,167	—	—	222,139	5,167
Supplies	3,036	24,443	10,583	—	—	35,026	10,583
TOTAL OPERATING EXPENSES	**$105,893**	**$292,476**	**$16,967**	**—**	**—**	**$309,443**	**$16,967**
PROFESSIONAL SERVICES	**$14,661,057**	**$16,082,877**	**$(88,902)**	**—**	**—**	**$15,993,975**	**$(88,902)**
Other Charges	223,209,890	253,930,210	10,130,719	—	—	264,060,929	10,130,719
Debt Service	—	—	—	—	—	—	—
Interagency Transfers	22,586,462	29,148,308	1,453,993	—	—	30,602,301	1,453,993
TOTAL OTHER CHARGES	**$245,796,351**	**$283,078,518**	**$11,584,712**	**—**	**—**	**$294,663,230**	**$11,584,712**
Acquisitions	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$265,295,315**	**$305,409,497**	**$10,940,894**	**—**	**—**	**$316,350,391**	**$10,940,894**
Classified	43	42	—	—	—	42	—
Unclassified	—	—	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	**43**	**42**	**—**	**—**	**—**	**42**	**—**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**3**	**3**	**—**	**—**	**—**	**3**	**—**

PROGRAM SUMMARY STATEMENT

804R - Office Of Risk Management

Means of Financing

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustments	FY2027-2028 Requested in Technical/Other Adjustments	FY2027-2028 Requested New or Expanded Adjustments	FY2027-2028 Total Request	Over/Under EOB
STATE GENERAL FUND (Direct)	—	—	—	—	—	—	—
STATE GENERAL FUND BY:	—	—	—	—	—	—	—
INTERAGENCY TRANSFERS	245,721,859	281,202,131	11,740,258	—	—	292,942,389	11,740,258
FEES & SELF-GENERATED	18,877,302	22,207,366	(227,481)	—	—	21,979,885	(227,481)
STATUTORY DEDICATIONS	696,154	2,000,000	—	—	—	2,000,000	—
FEDERAL FUNDS	—	—	—	—	—	—	—
TOTAL MEANS OF FINANCING	**$265,295,315**	**$305,409,497**	**$11,512,777**	**—**	**—**	**$316,922,274**	**$11,512,777**

Statutory Dedications

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustments	FY2027-2028 Requested in Technical/Other Adjustments	FY2027-2028 Requested New or Expanded Adjustments	FY2027-2028 Total Request	Over/Under EOB
Future Medical Care Fund	696,154	2,000,000	—	—	—	2,000,000	—
Total:	**$696,154**	**$2,000,000**	**—**	**—**	**—**	**$2,000,000**	**—**

Expenditures and Positions

Description	FY2025-2026 Actuals	Existing Operating Budget as of 10/01/2026	FY2027-2028 Requested Continuation Adjustments	FY2027-2028 Requested in Technical/Other Adjustments	FY2027-2028 Requested New or Expanded Adjustments	FY2027-2028 Total Request	Over/Under EOB
Salaries	2,862,979	3,575,464	—	—	—	3,575,464	—
Other Compensation	118,797	144,066	—	—	—	144,066	—
Related Benefits	1,750,238	2,236,096	—	—	—	2,236,096	—
TOTAL PERSONAL SERVICES	**$4,732,014**	**$5,955,626**	**—**	**—**	**—**	**$5,955,626**	**—**
Travel	24,508	51,061	1,217	—	—	52,278	1,217
Operating Services	78,349	216,972	5,167	—	—	222,139	5,167
Supplies	3,036	24,443	10,583	—	—	35,026	10,583
TOTAL OPERATING EXPENSES	**$105,893**	**$292,476**	**$16,967**	**—**	**—**	**$309,443**	**$16,967**
PROFESSIONAL SERVICES	**$14,661,057**	**$16,082,877**	**$(88,902)**	**—**	**—**	**$15,993,975**	**$(88,902)**
Other Charges	223,209,890	253,930,210	10,130,719	—	—	264,060,929	10,130,719
Debt Service	—	—	—	—	—	—	—
Interagency Transfers	22,586,462	29,148,308	1,453,993	—	—	30,602,301	1,453,993
TOTAL OTHER CHARGES	**$245,796,351**	**$283,078,518**	**$11,584,712**	**—**	**—**	**$294,663,230**	**$11,584,712**
Acquisitions	—	—	—	—	—	—	—
Major Repairs	—	—	—	—	—	—	—
TOTAL ACQ. & MAJOR REPAIRS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL EXPENDITURES	**$265,295,315**	**$305,409,497**	**$11,512,777**	**—**	**—**	**$316,922,274**	**$11,512,777**
Classified	43	42	—	—	—	42	—
Unclassified	—	—	—	—	—	—	—
TOTAL AUTHORIZED T.O. POSITIONS	**43**	**42**	**—**	**—**	**—**	**42**	**—**
TOTAL AUTHORIZED OTHER CHARGES POSITIONS	**—**	**—**	**—**	**—**	**—**	**—**	**—**
TOTAL NON-T.O. FTE POSITIONS	**3**	**3**	**—**	**—**	**—**	**3**	**—**



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Addenda

Agency: 804 OFFICE OF RISK MANAGEMENT

STATE OF LOUISIANA
Childrens Budget
Department Summary

CHILD - DS
Fiscal Year 2027 - 2028
Report Date: 10/30/26

Service Number	Service Name	Agency Number	Agency Name	General Fund	IAT	Self Generated	Stat Deds	Federal Funds	Total Funds	Positions
			Total:	$0	$0	$0	$0	$0	$0	0

Agency: 804 OFFICE OF RISK MANAGEMENT

STATE OF LOUISIANA
Childrens Budget
Agency Summary

CHILD - AS
Fiscal Year 2027 - 2028
Report Date: 10/30/26

Service Number	Service Name	Program Number	Program Name	General Fund	IAT	Self Generated	Stat Deds	Federal Funds	Total Funds	Positions
			Total:	$0	$0	$0	$0	$0	$0	0

Form ID:	
Form Description:	
Service:	

Question and Narrative Response

LOUISIANA WORKFORCE COMMISSION

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1.0 Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the Office of Risk Management (hereinafter sometimes referred to as "State") and Arthur J. Gallagher Risk Management Services, LLC, 235 Highlandia Drive, Suite #200, Baton Rouge, LA 70810 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on November 1, 2023 and shall end on October 31, 2026 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two (2) years at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the three (3) year term.

3.0 Statement of Work

Contractor hereby agrees to furnish the following services as detailed in **Attachment A: Statement of Work**.

4.0 Acceptance of Deliverables

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

5.0 Payment Terms

In consideration of the services required by this Contract, ORM hereby agrees to pay the Contractor a fixed annual fee of $ 960,000. The maximum amount payable under this Contract for the three (3) year term is $ 2,880,000. Payments are predicated upon successful completion or acceptable progress and written approval by ORM of the described tasks and deliverables as provided in Attachment A: Statement of Work. Payments will be made to the Contractor after written acceptance by ORM of the tasks and approval of an invoice. ORM will make every reasonable effort to make payments within 30 days of the approval of invoice under a valid contract. Payment will be made only upon approval of the State Risk Administrator for Underwriting.

During the execution of tasks contained in **Attachment A: Statement of Work**, the Contractor may submit invoices, not more frequently than quarterly. The maximum schedule of invoicing is as follows:

Invoice #	To be dated the last working day of	Percent of fixed annual fee
1	November	20%
2	January	30%
3	April	30%
4	July	20%

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ORM reserves the right to reduce the flat annual fee otherwise due to the Contractor by $1,000 per day when each independent Key Deliverable, found in Section 3.A. of Attachment A, Statement of Work, is not successfully completed and delivered in the timeframe stated herein. If circumstances arise that are out of the control of the Contractor and will impact Contractor's performance, a clear explanation must be provided as soon as possible to the Contract Monitor.

Payment of insurance premiums will be made under authority of this contract and through the Contractor when approved programs are bound. Contractor will invoice ORM for insurance premiums separately from Contractor's fee. Contractor will be responsible to forward payment to the applicable markets. Any commission included in premiums for domestic/foreign wholesalers shall be disclosed and returned to ORM. Insurance premiums are not included in maximum amount of contract.

5.1. Prohibition Against Advance Payments

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

6.0 Taxes

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in Attachment C: Price Schedule to this Contract. This agreement does not apply to insurance company surplus lines taxes, if applicable. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) business days of such notification.

7.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

8.0 Termination

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

8.1. Termination for Cause

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and

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thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

8.2.Termination for Convenience

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date.

The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

8.3.Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

9.0 Contract Modifications

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

10.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of ORM. If applicable, all software and customizations developed under this Contract are the property of ORM. Contractor, at its expense, shall deliver this property to ORM at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by ORM.

11.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by ORM shall remain the property of ORM. Contractor, at its expense, shall return this property to ORM at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by ORM.

12.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or ORM, be used only for the performance of this Contract.

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The Contractor shall be responsible for any loss or damage to property of the State and/or ORM which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or ORM in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify ORM thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or ORM all property of the State and/or ORM prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13.0 State Project Manager

Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the State Risk Administrator for Underwriting and Loss Prevention, or their designee, shall be the principal point of contact on behalf of ORM and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

14.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

15.0 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product or services to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

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17.0 Liability and Indemnification

17.1. Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

17.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. ORM shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

17.3. Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description relating to injury or death to any person, or damage, loss or destruction to any property, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

17.4. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

17.5. Limitations of Liability

Contractor's liability to ORM, arising from any negligent acts or omissions of Contractor, whether related to the services provided hereunder or not, shall not exceed $20 million in the aggregate. Without limiting the foregoing, Contractor shall only be liable for actual damages incurred by ORM, and shall not be liable for any indirect, consequential, special or punitive damages. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

17.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

18.0 Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this contract in accordance with the Insurance Requirements for Contractors Attachment. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The Contractor shall maintain the insurance as specified shown in the Insurance Requirements for Contractors: Attachment B for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

19.0 Licenses and Permits

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

20.0 Severability

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

21.0 Subcontractors

The Contractor may, with prior written permission from ORM, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

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22.0 Substitution of Personnel

The Contractor will assign the personnel listed in his proposal. The Contractor's personnel assigned to this contract shall not be replaced without the prior written consent of ORM. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this contract, outside of Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

23.0 Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to ORM and the Office of State Procurement. ORM will continue to pay the Contractor and will not be obligated to direct payments to the assignee until ORM has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of ORM. ORM's written consent of the transfer shall not diminish ORM's rights or the Contractor's responsibilities and obligations.

24.0 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify ORM if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by ORM in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by ORM to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of Office of Risk Management.

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26.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1672.2-1672.4.

27.0 Right to Audit

The State Legislative auditor, federal auditors and internal auditors of the Office of Risk Management, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

28.0 Data/Record Retention

Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer, in accordance with the Louisiana Public Records Law, LA R. S. 441:1 et seq.

29.0 Sanitization of State Data/Records in Contractor's Custody

Contractor shall sanitize all ORM data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. Contractor shall provide a Certificate of Sanitization to the ORM's contract monitor at the conclusion of this Contract or if Contract is terminated by either party, whichever comes first.

30.0 Contractor's Certification of No Federal Suspension or Debarment

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

31.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

32.0 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State facility shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/.

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Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

33.0 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

34.0 Compliance with Civil Rights Laws

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

35.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

36.0 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

37.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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38.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

39.0 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

40.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

41.0 Prohibited Use of Funds

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

42.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

43.0 Headings

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

44.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the RFP and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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45.0 Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

46.0 Order of Precedence

The Request for Proposals (RFP), dated March 31, 2023, addenda thereto, and the Contractor's Proposal dated May 16, 2023, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

(Signature page follows)

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IN WITNESS WHEREOF, the parties have executed this Contract.

ARTHUR J. GALLGHER RISK MANAGEMENT SERVICES, LLC
SIGNATURE:
DocuSigned by:
By: Brad Fife
D3239AC84FBA4F7...
Name: Brad Fife
Title: Area President
Date: 11/1/2023

OFFICE OF RISK MANAGEMENT SIGNATURE:
DocuSigned by:
By:
742269144E79470...
Name: Melissa Harris
Title: State Risk Director
Date: 11/1/2023

DIVISION OF ADMINISTRATION SIGNATURE:

By:
Name: JAY DARDENNE
Title: COMMISSIONER OF ADMINISTRATION
Date: 11/02/23

Office of State Procurement Approval:

By:

Title:

Date:

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ATTACHMENT A: STATEMENT OF WORK

1.0 Overview

This Contract is to serve the Office of Risk Management (ORM) by providing insurance broker services for the State of Louisiana's (State) self-insurance program.

1.1 Goals and Objectives

The Contractor will be the State of Louisiana's insurance broker-of-record. The Contractor shall develop and place the most effective and cost-efficient insurance coverage, and provide a range of consulting services associated with the statewide property and casualty programs. The Contractor will provide insurance brokerage and consulting services to assist ORM in fulfilling its critical role to ensure proper protection of the State's assets and activities on behalf of the State'scitizens and taxpayers.

The Contractor will provide annual review of risk exposure and program structure, develop recommendations and re-structuring options based on relevant market conditions, market coverages, present ORM with competitive quotes with recommendations, and place and service the coverage. Related coverages and servicesmay be added to each program at any time during the contract period and the Contractormust handle all additions.

The Contractor will partner with ORM to achieve ORM's statutory duties by determining the most effective and cost-efficient property and casualty coverage and providing a range of consulting services to assist ORM in reaching and maintaining its goals.

The current statewide property program consists of coverage for buildings and business property, equipment breakdown/boiler and machinery, fine arts, specialized equipment, business interruption and various specialty lines encompassing all State Agencies associated obligations as follow:

- Building/Business Personal property/special form including flood
- Terrorism including Nuclear, Biological, Contamination, and Radioactive coverage
- Business Interruption
- Equipment Breakdown
- Fine Arts
- Bridge Property
- National Flood Insurance Program

The current statewide casualty program consists of coverage for liability, auto, workers compensation and various specialty lines encompassing all State Agencies and associated obligations as follows:

- Commercial General Liability including or independent placement of:
  - Professional Liability
  - Publishers Media
  - Elevator and Escalator Liability
  - Watercraft Liability
  - Public Officials and Employees Liability

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  - Employee Benefits Liability
  - Garage Keepers' Liability
  - Special Event/Entertainment Liability
  - Liquor Liability
  - Educators' Legal Liability
  - Law Enforcement Liability
  - Sexual Abuse and Molestation
- Workers' Compensation and Employers' Liability
- Medical Malpractice
- Wet Marine Hull and P&I
- Aircraft Hull and Liability
- Airport Liability
- Cyber Liability
- Automobile Liability and Physical Damage
- Bonds (Fidelity & Surety) and Crime
- Club Sports Liability and Accident
- Intellectual Property Liability
- Student Liability including or independent placement of:
  - Student Organization Liability
  - Student Internship/Professional Liability
  - Participant Accident Insurance
- International Travel insurance
- Non-Owned Aircraft Liability
- Master Builder's Risk and/or OCIP
- Crisis Response Management Coverage
- Inland Marine
- Single Agency Placements
- Pollution Liability

Coverage of the Louisiana Superdome, New Orleans Arena, Champions Square and SMG is part of the statewide program, carrying its own segregated policies. The Contractor will place these policies on behalf of the Louisiana Superdome, New Orleans Arena, Champions Square and SMG. ORM has statutory oversight of the Superdome coverage lines and shall authorize final approval.

The State is statutorily obligated to provide only the following casualty coverage lines for these premises:

1) Commercial General Liability including Host Liquor Liability,

2) Workers' Compensation and Employers' Liability, and

3) Bond and Crime including employee theft.

2.0 Deliverables

A. Key Deliverables

1. Contractor shall bind coverage as agreed upon by ORM within five (5) calendar days of ORM approval.

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2. All coverage documents shall be received (electronically, as requested) within 90 calendar days of their effective date.
3. All certificates of insurance and endorsements shall be received within 48 hours on a normal schedule and within 12 hours on a rush schedule. Rush schedules include but are not limited to those situations where the law requires coverage on a piece of equipment or property before it can be placed in use and there is an emergency condition that requires immediate use.
4. The Contractor will report all claims within 12 hours to the applicable markets when notified by ORM and/or ORM's TPA.
5. Annual placement reports will be submitted to ORM within eight (8) weeks of annual renewals, following coverage effective dates from the start of ORM's fiscal year on July 1st. These reports are to include a breakdown of all coveragelines placed, policy numbers, premium charged, and a breakdown of all changes relative to coverage terms, premium increase/decrease, and any other relevant information.
6. Provide wet marine appraisal services every three (3) years for all State fleet with survey reports and pictures for each. The valuations will include both replacement cost and market value. The appraisal process will begin in August and final reports are due by December 31st. The last appraisal was completed December of 2021. The next appraisal cycle will begin August of 2024.
7. Submit an annual stewardship report outlining intended activities on behalf of the State for the upcoming 12 months, including the status of all items in the prior 12 months' reports. Reports shall be provided two (2) weeks after the end of each contract year.

These Key Deliverables will be subject to a performance penalty as follows:

The flat annual fee otherwise due to the Contractor will be reduced by $1,000 per day when each independent Key Deliverable is not successfully completed and delivered in the timeframes stated herein.

2.1 Reporting

1. Claims history and loss runs shall be submitted annually, a minimum of 60 calendar days before expiration, and at any time upon request by ORM.
2. Premium rates and commission rates shall be reported per market per layer on the bound insurance program within 30 calendar days of binding. The preferred method of reporting is an Excel spreadsheet.
3. The costs associated with the contract shall be subject to audit. The Contractor shall submit an annual statement identifying all income earned by each party participating in the placement of each of the casualty coverage programs and verify that no direct or indirect compensation has been retained.
4. All requested reports, analyses, and recommendations shall be submitted in a timely manner as determined by ORM and communicated to the Contractor.

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3.0 Tasks and Services

The Contractor shall provide, at a minimum, the following services for ORM:

A. Act as broker-of-record for new coverages placed during the contract term.

B. Analyze exposure, claims, coverage forms, and current program data to determine various options in property and casualty program structures and provide recommendations to make the program more efficient and effective. Catastrophe modeling through RMS and AIR is required.

C. Identify programs, products, and markets capable of meeting the State's coverage needs. Make recommendations regarding quality of markets, limits, and differences in various markets' terms and conditions.

D. Offer creative solutions and innovative suggestions for ORM to consider.

E. Assist ORM in identifying and organizing pertinent information in order to effectively market the property and casualty coverage programs. Coordinate the collection of data to include in any market solicitations.

F. With authorization from ORM, solicit quotations for the programs. Act as an advocate for the State in communications with the markets and intermediaries, including negotiations of the lowest possible fees and/or deductible options. ORM anticipates participation in the broker meetings with market representatives to assist in the solicitation of the program.

G. For insurance coverage placement, a maximum of 10% commission rate will be allowed for those placements utilizing a foreign wholesale/intermediary broker. All foreign wholesale/intermediary compensation must be pre-agreed by ORM and fully disclosed. For all premiums placed through domestic brokers that have a commission component, this commission must be identified and refunded to ORM.

H. Compile quotations for the program in an Excel spreadsheet. Where there are an adequate number of markets to do so, provide multiple quotes for competitive purposes. In the event that this requirement is not possible or recommended, the Contractor must submit an explanation/recommendation to ORM for approval. For those markets that decline to offer a quote on coverage, documentation from the market indicating why they chose not to quote must be provided.

I. Consider quotes from all qualified markets. All contacts from qualified and non-qualified markets must be documented and the Contractor must provide all results to ORM.

J. Upon authorization from ORM, bind the program as directed by ORM. Binders and/or confirmation of coverage shall be required upon placement.

K. Review and verify coverage documents received from all insurance markets from which ORM has bound coverage. Determine the coverage placed is correct and verify accuracy of price, rating classification and exposure.

L. In addition to the original paper copies, deliver electronic copies of all coverage documents. All documents shall be submitted electronically (as requested) within 90 calendar days of their effective date. All coverage placed with multiple layers must include an Excel graphic display of the placement showing markets, policy

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numbers, limits, premiums, taxes, fees, and commissions, if applicable, per layer.

M. The Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commission, or other forms of hidden income associated with this contract. Confirm that compensation, including direct and contingent, on all market proposals has not been assessed or has been credited to the premium billed.

N. Ensure the timely billing of all documents and endorsements to ORM and assist with premium allocations or breakdowns by agency for internal ORM billing purposes. Bills should be submitted to ORM within 10 days of binding coverage or endorsements. In the event a Notice of Cancellation has been issued due to nonpayment of premium, work with ORM to resolve the situation and, to the extent possible, make payment on behalf of ORM.

O. Prepare certificates of insurance and endorsements, as requested, within 48 hours on a normal schedule and within 12 hours on a rush schedule.

P. Ensure proper service from markets on coverage placed and endorsements requested.

Q. Assist ORM when other related coverage needs to be added during the term of the contract, at no additional cost.

R. Develop a strategy for any upcoming renewal during the contract period to be presented in writing to ORM a minimum of 90 calendar days before expiration. Include and identify any intended intermediaries used in the solicitation process.

S. Disclose coverage additions and coverage restrictions on all renewal quotes in a chart format as compared to the expiring coverage.

T. Assist ORM with the reporting of claims. Be an advocate for the State on any disputed or problem claims. ORM's third-party administrator shall report the claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. In the event of an incident of high severity, act as an intermediary and advocate for the State with the markets to facilitate communication, data exchange, and prompt resolution of claims.

U. Monitor claims submitted to the markets to ensure they are properly handled and responded to in a timely manner. Provide confirmation to ORM with the markets on all claims, including claim number and representative contact information.

V. As requested by ORM, obtain clarification regarding coverage or claims questions.

W. Provide annual loss runs for each policy a minimum of 60 calendar days before expiration, including any prior year with open losses. These reports shall reflect claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for the coverage year and not just activity for the year. At ORM's request, loss runs shall be provided at any time during the year.

Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following:

- Date of Loss;

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- Status of claim (open, closed, reopened);
- Brief Description of Loss;
- Name of State Agency;
- Amount of claim as indicated below (by coverage code, if coverage code is applicable);
- Total Incurred;
- Amount paid;
- Amount reserved;
- Amount recovered;
- Amount of loss adjustment expenses; and
- Net Incurred.

X. Advise ORM on a semiannual basis, or as requested, about current developments in the marketplace as to coverages, forms, availability, pricing or other significant developments that would impact the State or vendors/contractors dealing with the State.

Y. Assist ORM with property-related and casualty-related training classes as needed for State agency personnel. Training on specific topics may be determined by ORM or recommended by the Contractor.

Z. Provide risk management and professional services, as requested by ORM, including, but not limited to, identifying and minimizing loss potential, conducting and/or reviewing property inspections, reviewing casualty exposures, researching alternative risk transfer techniques, attending meetings with State agencies, markets, or other consultants.

AA. At the request of ORM, research and provide recommendations for foreign and domestic market captives and/or risk retention pools.

BB. Assist ORM with the analysis and reporting required as per Act 715 of the 2014 LA Legislative Regular Session.

CC. Assist with the reports and supporting justification needed for certification of the State's property programs through the Department of Insurance as required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

DD. Coordinate quarterly higher education focused round table events addressing targeted topics impacting the higher education landscape.

EE. Provide monthly newsletters for trending risk topics to be shared with ORM client agencies.

FF. Monthly safety newsletters

GG. Coordinate Infrared testing and boiler inspections through program insurers.

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4.0 Performance Requirements

The State Risk Administrator or their designee will serve as contract monitor for the services provided by the Contractor and the expenditure of funds under this contract. The contract monitor will primarily be responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

5.0 Performance Measurements

The State Risk Administrator or their designee, as contract monitor, will oversee the monitoring and management of the services provided by the Contractor and the expenditure of funds under this contract. The contract monitor will be responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The following plan addresses ORM's ongoing monitoring of the program:

1) to help make decisions;
2) to focus on results;
3) to ensure that ORM and its insureds are receiving an appropriate level of service;
4) to evaluate progress toward fulfilling ORM's mission, including the specific goals of providing excellent customer service and controlling costs; and
5) to determine if performance penalties are due as agreed upon in the Contract.

Metrics must remain flexible due to market trends and the expected evolution of ORM's role.

Additional monitoring criteria may be added to this plan at any time at ORM's discretion.

The primary tools ORM will utilize on an ongoing basis is:

- Completing annual performance evaluations to ensure that the Contractor has met all Key Deliverables.

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ATTACHMENT B: INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, and employees. Subcontractors shall be required to carry their own insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $3,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Professional Liability (Errors and Omissions) (Consulting)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $10,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed.

Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $2,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed.

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DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured on the Commercial General Liability policy as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's General Liability insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self- insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance, except Professional Liability (Errors & Omissions) or Cyber Liability.

Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers withan 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.

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VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:
State of Louisiana
Office of Risk Management, Its Officers, Agents, Employees and Volunteers
1201 N. Third Street, Suite G-192
Baton Rouge, LA 70802
Contract #: CW7940

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

SUBCONTRACTORS

Contractor shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

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ATTACHMENT C: PRICE SCHEDULE
2023 ORM Broker Services

1)	Fixed annual fee for broker services inclusive of travel, all consulting expenses, and costs for use of a domestic wholesaler, if applicable, for the Statewide property program.	$850,000
2)	Fixed annual fee for broker services inclusive of travel, all consulting expenses, and costs for use of a domestic wholesaler, if applicable, for the Statewide casualty program.	$110,000
Total Cost (#1 + #2):		**$960,000**

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Contract Number CW10341
Elevator Inspection and Test Witnessing for ORM
Solicitation Number Doc1751311673

1.0 Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the Office of Risk Management (hereinafter sometimes referred to as "State") and ATIS Elevator Inspections, LLC, 600 Emerson Rd, Suite 225, Saint Louis, MO, 63141 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract for Elevator Inspection and Test Witnessing under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on May 8, 2026 and shall end on May 7, 2031 unless otherwise terminated in accordance with the Termination provisions of this Contract. Total Contract time may not exceed 60 months.

3.0 Statement of Work

The Contractor hereby agrees to furnish the following services as detailed in the **Statement of Work** Attachment of this Contract.

4.0 Payment Terms

The State shall pay the Contractor in accordance with the **Price Schedule** Attachment of this Contract. The Contractor may invoice the Using Agency monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of State Loss Prevention Manager or State Risk Administrator for Underwriting and Loss Prevention.

4.1. Late Payments

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

4.2. Prohibition Against Advance Payments

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

5.0 Taxes

The Contractor agrees that all applicable taxes are included in the **Price Schedule** Attachment of this Contract. State agencies are exempt from all State and local sales and use taxes.

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6.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

7.0 Termination

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

7.1. Termination for Cause

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

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 - 1673.

7.2. Termination for Convenience

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

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7.3. Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8.0 Contract Modifications

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) Statement of Work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

9.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

10.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State. The Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

11.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of

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the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12.0 State Project Manager

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 the Contractor concerning the Contractor's performance under this Contract.

13.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14.0 Warranties

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Statement of Work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

Extent of Warranty: These warranties replace all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

15.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, the Contractor shall investigate, handle, respond to, provide defense for,

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and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

16.0 Liability and Indemnification

16.1. Contractor Liability

The Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

16.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

16.3. Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

16.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole

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expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by the Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

16.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17.0 Insurance

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Contract in accordance with the **Insurance Requirements for Contractors** Attachment of this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in the

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Insurance Requirements for Contractors Attachment of this Contract for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

18.0 Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

19.0 Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

20.0 Subcontractors

The Contractor may, with prior written permission from the State and/or Using Agency, 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 Using 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.

21.0 Substitution of Personnel

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

22.0 Assignability

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 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, the Contractor shall only transfer an interest in this 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.

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23.0 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

24.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Risk Management.

25.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673, as applicable.

26.0 Right to Audit

The State Legislative auditor, federal auditors and internal auditors of the Office of Risk Management, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

27.0 Data/Record Retention

The Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer.

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28.0 Sanitization of State Data/Records in Contractor's Custody

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor.

29.0 Contractor's Certification of No Federal Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future Contracts.

30.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

31.0 Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

A. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

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32.0 Commencement of Work

No work shall be performed by the Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

33.0 Compliance with Civil Rights Laws

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

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

34.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

35.0 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

36.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

37.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

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38.0 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

39.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

40.0 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

41.0 Prohibited Use of Funds

The Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

42.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

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43.0 Headings

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

44.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the RFP and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

45.0 Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

46.0 Order of Precedence

The Request for Proposals (RFP) Doc1751311673, dated October 20, 2025, addenda thereto, and the Contractor's Proposal dated November 24, 2025, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

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In witness whereof, the parties have executed this Contract.

ATIS Elevator Inspections, LLC Signature:

By: DocuSigned by: Jay Sitzmann 6BE4313AB192417...

Name: Jay Sitzmann

Title: Sales Executive

Date: 4/13/2026

Office of Risk Management Signature:

By: Signed by: Rachel Dunaway 1E6494A1FE08456...

Name: Rachel Dunaway

Title: Director

Date: 4/13/2026

Division of Administration Signature:

By:

Name: Taylor Barras

Title: Commissioner of Administration

Date: 4/14/26

Office of State Procurement Approval:

By:

Title: State Procurement Supervisor

Date: 4-23-26

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Insurance Requirements for Contractors Attachment

The Contractor shall purchase and maintain for the duration of this 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.

A. Minimum Scope and Limits of Insurance

1. **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.
2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. **Automobile Liability**
   Automobile Liability insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Professional Liability (Errors and Omissions)**
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $2,000,000.00. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

B. 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.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
   a. 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)

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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.

b. 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 this Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. 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.

3. All Coverages

a. 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, the Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. 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.

c. 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.

d. 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.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the 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.
2. 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.

E. Verification of Coverage

1. The 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.
2. The Certificate Holder shall be listed as follows:

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State of Louisiana
Office of State Procurement
1201 N 3rd St, Claiborne Building, Suite 2-160
Baton Rouge, LA 70802

3. In addition to the Certificates, the 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.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

F. Subcontractors

The 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.

G. Workers Compensation Indemnity

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

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Statement of Work Attachment

I. Overview

The Contractor will provide inspection and test witnessing services for lift devices to assist the Office of Risk Management (ORM) in fulfilling its critical role to ensure proper protection of the State's assets and activities on behalf of the State's citizens and taxpayers.

A complete list of lift locations for which ORM is responsible as of May 22, 2025 can be viewed in the **List of Lift Locations** Attachment. Contractor will be provided with a current list when the Contract is executed. Contractor will be provided notice of the addition or removal of elevators by email from ORM throughout the life of the contract. Contractor shall use the most updated information, and only inspect those devices for which ORM is responsible. ORM will not be responsible for payment of any inspection service provided for any lift device not appearing on the list, or removed via email, provided by ORM.

Contractor and Contractor's inspectors shall act as the representative of ORM in conformance with the most current and/or applicable version of American Society of Mechanical Engineers (ASME) A1-7.1 Section 8.11.1.1.1.

II. Goals and Objectives

ORM desires an Elevator Inspection Provider who can provide a range of lift inspection and test witnessing services for lift devices associated with the statewide elevator inspection program.

III. Background

ORM was created within the Office of the Governor, Division of Administration by R. S. 39:1527, et seq, in order to provide a comprehensive risk management program for the State of Louisiana. The mission of ORM is to develop, direct, achieve, and administer a cost effective comprehensive risk management program for all departments, agencies, boards, and commissions of the State of Louisiana, and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. As part of that mission, ORM is responsible for ensuring that every lift device associated with the statewide elevator inspection program (approximately 1,061) receives two inspections per year.

IV. Deliverables

The Contractor shall provide the following to ORM:

1. Within 30 days of Contract start date, the Contractor shall develop and provide the following to ORM, including, but not limited to:
    a. A proposed schedule for routine and/or semi-annual and/or annual inspections at each specific agency to be conducted in the first year of the contract. The schedule will include any proposed or needed tests and the month proposed for each location.
    b. A process/methodology for scheduling appointments for routine and/or annual inspections with the State agency/facility and, when deemed necessary, its maintenance contractor. The

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process/methodology must include steps that will ensure Category 5 tests are scheduled to occur simultaneously with the annual and Category 1 or 3 tests.

c. A process that will verify an appointment for the required inspection has been scheduled with the agency not more than 30 days prior to the proposed appointment.

d. A method of capturing and/or confirming building and site information for existing and/or new buildings and sites.

2. Contractor shall provide and maintain a website capable of providing reports to each agency and made available to ORM.

3. As needed/requested, any/all calculations, data, or other information required and approved by ORM in order to effect timely payment of invoices and/or for justification of contract amendments.

A. Reporting Requirements

1. Reports shall be sent to the Agency contact specified by ORM within 10 days of inspection/test and made available to ORM via on-line access via Contractor-provided and –maintained website.

2. Reports shall include, but are not limited, to the following:
   a. Location Information (Agency name, building name, building ID, address)
   b. Date of inspection/test
   c. Type of lift device
   d. Code standard and edition inspected/tested
   e. Elevator number, manufacturer, and serial number
   f. Where non-compliant items are found, report shall indicate:
      i. Specific ASME A17.1 code reference.
      ii. Specific ASME A17.2 Item number or A18.1 Chapter 10 reference
      iii. Non-compliance shall be based on the A17.1 code or A18.1 standard edition at the time of installation or alteration or where indicated in ASME A17.1 Chapter 8.
      iv. Where indicated by the Louisiana State Fire Marshal's office, retroactive requirements shall be inspected and indicated as non-compliant. See Fire Marshal's website for current and future references: http://sfm.dps.louisiana.gov/index.htm.

V. Detailed Requirements

1. Inspections and test witnessing shall be performed to verify elevator conformance, at the time of installation or alteration of the elevator, to the following applicable standards:
   a. Local and State Building Codes,
   b. Most current version of ASME A17.1 Safety Code for Elevators and Escalators, and
   c. Most current version of ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts

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2. Inspections and witnessing of tests shall be performed in compliance with the applicable version of:
   a. ASME A17.1 Safety Code for Elevators and Escalators Chapter 8,
   b. ASME A17.2 Guide for Inspection of Elevators, Escalators and Moving Walks
   c. ASME A18.1 Safety Standard For Platform Lifts and Stairway Chairlifts - Chapter 10
3. Reporting shall be in conformance with the most current version of ASME A17.2 Guide for Inspection of Elevators, Escalators and Moving Walks and shall include the A17.2 checklist format
   a. Reports for Platform and Chairlifts shall conform to the most current version of ASME A18.1 Safety Standard For Platform Lifts and Stairway Chair Lifts - Chapter 10
4. Inspectors shall be required to maintain a current QEI certification issued by an organization meeting the current standards described in the most current version of ASME A17.1 Section 8.11, and shall be certified by an accredited certifying organization set forth in the current version of ASME QEI-1, and shall carry proof of that certification at all times on the job site
   a. Inspector shall maintain a means of two-way phone communication on his person at all times.
   b. Inspectors are required to have and use Personal Protective Equipment and perform their duties in conformance with the most current edition of the Elevator Industry Field Employees Safety Handbook. Contractor shall provide this equipment to its inspectors as required.
5. Inspections and witnessing of tests shall be performed at a frequency of **not less than** the recommended frequency in the current version of ASME A17.1 Appendix N.
6. Inspections for all units except Material Lifts shall be not less than every 6 months (twice annually). Material Lifts shall be tested at least annually.
   a. Contractor shall provide all test witnessing. Maintenance shall be done by Agency's maintenance contractor.
   b. Inspections may be done at the same time as test witnessing; however, the Contractor may not exceed the required frequency by more than 30 calendar days.
   c. Agency shall provide access to elevator equipment including machine rooms, machine spaces, pits, cars, car tops and hoist ways.
   d. Where necessary, the inspector shall provide adequate signage on equipment and at hall stations/landings to notify the public that the elevator is out of service for inspection.
   e. Inspector shall provide barricades before opening hoist way doors to unprotected elevator shaft entrances or escalator landings.
   f. When an inspection is not completed for (but not limited to) any of the following reasons, ORM shall be notified:
      i). Elevator is not in service upon arrival to site
      ii). Agency cannot provide adequate access to equipment for inspection
   g. Where controller unit does not have a code data plate as required by the most current version of ASME A17.1 Section 8.9.1, inspector shall inspect to a likely edition of the code and indicate the missing code data plate as being non-conforming to this code reference. Contractor must

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provide a procedure for assisting the agencies with recovering or locating missing data plates that are required by code in order for annual or category tests to be conducted.

7. Inspector is responsible to witness testing and certify compliance with ASME A17.1. Inspector is solely responsible for verifying compliance with the applicable codes and may not certify testing not personally witnessed.
   a. Annual certification shall include:
      i. Check of Fire Service as described in the most current version of ASME A17.1 Section 8.6.11.1.
      ii. Check of two-way communication.
      iii. Check of emergency lighting and communication (alarm bell).
   b. Failure to complete testing:
      i. Where a test is not completed for any of the following reasons inspector shall notify ORM immediately:
         a) Maintenance Contractor is not qualified or prepared to perform testing.
         b) Maintenance Control Program as described in the most current version of ASME A17.1 Section 8.6.1.2.1 including test procedure and or schematic drawings are not available to perform test.
8. Elevators removed from service for non-compliance
   a) Where inspector determines through inspection that an immediate danger to the public may occur, the inspector shall respond as follows:
      i. Notify the Loss Prevention Manager, his successor or designee at ORM immediately.
      ii. Notify on site Agency representative immediately
      iii. Inspector shall **not** install lock/out tags or remove the elevator from service. This is the sole responsibility of the Agency or Agency's representative.
9. All inspections or witnessing of tests not addressed above shall be scheduled as follows:
   i. Where specifically requested by the State and approved in advance by ORM:
      a) Witnessing of Acceptance Testing on an as-needed basis;
      b) Witnessing Emergency Operation testing (Fire Service and/or Emergency Power) on an as-needed basis;

   ii. ORM will notify Contractor within 10 business days when either Acceptance or Emergency Operation testing is planned and Contractor shall verify date and time with Agency prior to service.

A. Project Requirements

The Contractor shall provide the following services:

1. Maintain a permanent office and provide a 24 hour, 7 day per week emergency contact.
2. Maintain a toll-free phone line, fax line, capability for electronic data interfacing, and/or on-site

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processing.

3. On-line data storage of the State's facilities/sites, buildings, vertical transportation equipment, inspection data, etc. On-line system must provide accessibility by ORM. On-line system must be capable of producing reports and spreadsheets.
4. When deficiencies are noted in a regular inspection, deficiencies shall be corrected by the building owner and/or the elevator maintenance Contractor. The Contractor shall communicate and coordinate with the responsible State agency to expedite the correction of the deficiencies. The Contractor shall communicate with the appropriate elevator maintenance company, when needed, to fully explain the deficiencies and to express correction priorities.
5. Track the deficiencies on a timetable and prioritize them based on severity of the deficiency. Resources may include additional personnel, tracking computer software, etc. Upon request by the State and/or ORM and/or the Contractor, the Contractor shall make a compliance visit within 90 calendar days of the initial inspection to verify that all deficiencies have been corrected by the State agency. The list of deficiencies should be supplied quarterly to ORM.
6. The Contractor and Contractor's inspectors shall comply with the Code of Ethics in conformance with the most current version of ASME QEI-1.
7. If requested by ORM, Contractor shall provide testimony in support of inspection findings and recommendations.
8. Provide inspectors with all necessary tools, code books, training, and personal safety equipment necessary to perform his duties to the highest industry standards.

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EMERGENCY CONTRACT FOR CONSULTING SERVICES BETWEEN THE OFFICE OF RISK MANAGEMENT AND ICF INCORPORATED, L.L.C. OF DELAWARE

This Emergency Contract (hereinafter "Emergency Contract") is entered into by and between the State of Louisiana, Division of Administration, **Office of Risk Management**, (hereinafter "ORM" or "State") and **ICF Incorporated, L.L.C. of Delaware DBA ICF Incorporated L.L.C. of Louisiana** (hereinafter "ICF" or "Contractor") under the following terms and conditions. The Contractor and ORM may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1. Term of Emergency Contract

This Emergency Contract shall begin on **March 1, 2025, and end on February 28, 2026**. If the business emergency ceases to exist, this Emergency Contract will be terminated upon the completion of a contract issued pursuant to a Request for Proposal process for the subject services.

ORM has the option to renew for up to two (2) additional one (1) year terms ending no later than February 29, 2028, subject to approval by the Office of State Procurement and upon terms and conditions mutually agreeable to both parties.

2. Compensation and Maximum Amount of Emergency Contract

In consideration of the services required by this Emergency Contract, ORM hereby agrees to pay the Contractor a maximum fee of $7,000,000.00.

If ORM exercises the right to renew this Emergency Contract to include amendments for Year 2 and Year 3, the estimated budget is provided as follows but shall be subject to further negotiations:

Amendment One - March 1, 2026 and ending February 28, 2027 - $4,000,000
Amendment Two - March 1, 2027 and ending February 29, 2028 - $1,500,000

Work will be assigned on an as needed basis only; nothing in this Emergency Contract may be construed as a commitment to a specific amount or volume of work. Payments are predicated upon successful performance of the services described in Attachment A: Scope of Services and Attachment D: Deliverables and approval of the State Risk Administrator for Property and Disaster Management (hereinafter "Administrator"), which approval will not be unreasonably withheld.

ORM will make every reasonable effort to make payments within 30 work days of receipt of invoice.

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For acceptance of deliverables procedures, one review cycle will be provided for all final deliverables. Each review cycle will proceed as follows: The designated State representative will review deliverables for accuracy and completeness and provide consolidated comments to the Contractor within 20 calendar days after receipt. The Contractor shall make all necessary changes within 20 calendar days and resubmit the deliverable as final and accepted. If no changes and/or comments are received from the State within the initial specified 20 calendar days, the deliverable will be deemed accepted.

3. Prohibition Against Advance Payments

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

4. Goals and Objectives

ORM, on behalf of the State of Louisiana, is the designated applicant and sub-recipient for Stafford Act Public Assistance Grants for most declared emergencies and disasters for all categories of work relative to all damaged state-owned public facilities, structures, business personal property, equipment, and vehicles pursuant to federally declared emergencies and disasters.

ORM retains the Contractor's services to assist in the expeditious and effective processing of grants under the FEMA grant programs and/or other Federal relief grants (e.g., Hazard Mitigation Grants Program, aka HMGP) that may fall under ORM's purview. Thus, this Emergency Contract covers all declared emergencies and/or disasters for which ORM has already been designated or may be designated as the applicant/subrecipient on behalf of the State, as well as known storms for which agency applicants have pending relief projects.

ORM utilizes the Contractor's services, products, knowledge, and expertise to navigate all aspects of the grant process and to coordinate information and documentation from state agencies and the state's insurance representatives to achieve the best recovery outcome for the State.

When a new disaster occurs for which the Louisiana Governor has declared a State of Emergency and has either requested a Federal Declaration or has indicated an intention to request a Federal Declaration, ORM may request that the Contractor assists in gathering data for FEMA's Preliminary Damage Assessment (PDA) related to state property. Ensuring data for estimated damage values and number of facilities impacted is obtained quickly and available for the PDA process, as requested by the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) aids the State's ability to qualify for FEMA assistance.

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Additionally, ORM may assist the Office of Facility Planning and Control (FPC) and other state agency sub-recipients related to past disaster for which FPC and/or other state agencies were the applicant. ORM may also assist agencies with basic information on how to apply for and recover grants funds for which they are eligible, e.g., as an applicant for vegetative debris removal or force-account labor under Category A or B within the FEMA Public Assistance (PA) Program.

5. Description of Services

See Attachment A: Scope of Services.

6. Deliverables

See Attachment A: Scope of Services. See also Attachment D: Deliverables.

7. Performance Measures and Monitoring Plan

The Administrator will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Emergency Contract, the Administrator or their designee shall be the principal point of contact on behalf of ORM and will be the principal point of contact for the Contractor concerning the Contractor's performance under this Emergency Contract.

The Contractor's performance under this Emergency Contract, as described in the Attachments to this Emergency Contract will be assessed by the Administrator or their designee. The performance measures for this Emergency Contract shall include the successful performance and completion of the Contractor's obligations as provided in this Emergency Contract.

The Administrator or their designee, will be primarily responsible for the routine contact with the Contractor and the monitoring of the Contractor's performance. The Administrator or their designee will implement the monitoring plan as follows:

1) Monitoring of performance under this Emergency Contract will be conducted by tracking the progress of operational activities performed under this Emergency Contract through regular status meetings with the Contractor and additional monitoring plan elements developed by ORM and agreed to by the Contractor.

2) Monitoring of various fiscal aspects of the services provided by the Contractor including, but not limited to, the expenditure of funds under this Emergency Contract and the recovery of eligible costs.

3) Provide oversight of the implementation of the Scope of Services to ensure quality, efficiency and effectiveness in fulfilling the goals and objectives of ORM.

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8. Terms of Payment

The Contractor shall submit a monthly invoice to ORM based on the Contractor's billing rates, with each line item identified to an individual disaster event. Invoices shall be formatted on a time basis at the hourly rates identified in Attachment B: Terms of Payment. At a minimum, the Contractor shall individually specify rates of professional staff and title, with brief summary of services included on all invoices. ORM may request revisions to the formatting of the monthly invoice and/or support documentation, as needed.

9. Substitution of Key Personnel

The Contractor's key personnel assigned to this Emergency Contract shall not be replaced without the written consent of ORM. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered.

If ORM or the Contractor's personnel become unavailable due to resignation, illness, or other factors outside of ORM's or the Contractor's reasonable control, excluding assignment to project(s) outside this Emergency Contract, ORM or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

10. Taxes

Before this Emergency 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 ORM 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 business days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, ORM may proceed with alternate arrangements without notice to the Contractor and without penalty.

11. Termination

A. Termination for Cause

Should ORM determine that the Contractor has materially failed to comply with this Emergency Contract's terms, ORM may terminate this Emergency Contract for cause by giving the Contractor written notice specifying the Contractor's failure. The Contractor shall have 30 days after receipt of such notice to cure the failure. If ORM determines that the failure is not corrected by the deadline, then ORM may give additional time for the Contractor to make the corrections or ORM may notify the Contractor of this Emergency Contract's termination date.

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If the Contractor seeks to terminate this Emergency Contract, the Contractor shall file a complaint with the Commissioner of Administration under La. R.S. 39:1672.3.

B. Termination for Convenience

ORM may terminate this Emergency Contract at any time without penalty by giving 30 calendar days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. The Contractor shall be entitled to payment for deliverables in progress to the extent ORM determines that the work is acceptable and Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Emergency Contract.

C. Termination for Non-Appropriation of Funds

The continuation of this Emergency Contract is contingent upon the appropriation of funds to fulfill the requirements of this Emergency Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Emergency Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Emergency Contract, this Emergency Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, this Emergency Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of this Emergency Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to this Emergency Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of this Emergency Contract.

12. Remedies for Default

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

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13. Governing Law

This Emergency 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 Emergency Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Emergency Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

14. E-Verify

The Contractor shall comply with the provisions of R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Emergency Contract.

15. Ownership of Work Product

All data files, documentation, records, worksheets, or any other related materials developed under this Emergency Contract shall become the property of ORM upon creation. All material related to this Emergency Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of ORM, and shall be returned by the Contractor to ORM, at the Contractor's expense, at termination or expiration of this Emergency Contract.

16. Data/Record Retention

The Contractor shall retain all its books, records, and other documents relevant to this Emergency Contract and the funds expended hereunder for at least five years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Emergency Contract. The 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 this Emergency Contract termination, regardless of the reason for the Emergency Contract termination. Additionally, all State data must be sanitized to comply with the most currently approved NIST SP 800-66 revision.

17. Record Ownership

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

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ORM, at the Contractor's expense, at termination or expiration of this Emergency Contract.

18. 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 Emergency 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.

19. Assignability

The Contractor may assign its interest in the proceeds of this Emergency Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to ORM 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, the Contractor shall only transfer an interest in this Emergency 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.

20. 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 Emergency 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. The Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

21. Non-Discrimination / Equal Employment Opportunity

The 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.

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The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

22. Confidentiality

The 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.) which are designated confidential by the State and that becomes available to the Contractor in carrying out this Emergency Contract. The Contractor shall use protecting measures that are the same or more effective than those used by the State. The Contractor is not required to protect information or data that is publicly available outside the scope of this Emergency Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Emergency Contract; or rightfully obtained from third parties or is required to be disclosed by law, rule or regulation.

The State agrees to take reasonable precautions to ensure that it does not disclose to any third party any information that the Contractor identifies as confidential about its business and employees (which shall include the Contractor's intellectual property and those items that a reasonable person would consider confidential), unless the State first obtains the Contractor's consent. The Contractor has been advised that confidentiality is subject to the Louisiana Public Records Act R.S. 44:1-44 (the "Act"). In the event of an information request, the State will provide notice to the Contractor and a reasonable opportunity for the Contractor to object to the release of such information unless such information is already exempted from disclosure under the Act in which case the State will not disclose it. The State, in consultation with the Contractor, will make the final determination of what information will be disclosed.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Risk Management.

23. Amendments

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

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24. Subcontractors

The Contractor may, with prior written permission from ORM, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

25. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, the Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Emergency Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Emergency Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Emergency Contract.

26. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to **Contractor's** acts or omissions during performance under this Emergency Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

27. Liability and Indemnification

A. Contractor Liability

The Contractor shall be liable to the State for all injury, death, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities, which, to the extent directly caused by acts or omission of the Contractor, its owners, agents, employees, partners or subcontractors during the course of providing Services under this Emergency Contract. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act. The Contractor's liability under this clause shall be limited to amounts paid to and/or recovered by the Contractor, not to exceed the total value of this Emergency Contract.

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B. Force Majeure
It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Emergency Contract.

C. Indemnification
The Contractor shall indemnify and hold harmless the State, for any and all injury, death, loss, destruction, damages costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities, which to the extent are directly caused by negligent acts or omissions of the Contractor, its owners, agents, employees, partners or subcontractors during the course of providing Services under this Emergency Contract. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

D. Intellectual Property Indemnification
The Contractor shall indemnify and hold harmless the State from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights for any deliverables provided under this Emergency Contract, 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 defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Emergency Contract related to the infringing product, material, service, or component, plus for all

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costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, or material ; ii) use of the product, or material in combination with other products not furnished by the Contractor; or, iii) use of the product, or material in other than the specified operating conditions and environment.

E. Limitations Of Liability
Under no circumstance shall either party be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. Other Remedies
If the Contractor fails to perform in accordance with the terms and conditions of this Emergency Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

28. Insurance

The Contractor shall procure and maintain for the duration of this Emergency Contract the coverage set forth in Attachment F: Insurance Requirements for Contractors. The cost of such insurance shall be included in the total Emergency Contract amount. Failure to maintain this coverage may result in termination of this Emergency Contract.

29. Licenses And Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Emergency Contract.

30. Security

The 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. The Contractor is responsible for reporting any breach of security to the State promptly.

31. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, The Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training

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annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples include but are not limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. The Office of Technology Services will make the final determination of scope inclusions or exclusions relative to access to state government information technology assets.

32. 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 Emergency 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 Emergency Contract.

33. Severability

If any term or condition of this Emergency 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 Emergency Contract are declared severable.

34. Headings

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

35. Federal Funds

ORM will attempt to recover funds spent under this Emergency Contract from the Federal Emergency Management Agency (FEMA). As such, the Contractor shall comply with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

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36. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

37. Eligibility Status

The 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 Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

38. Contractor's Certification of No Federal or State Suspension or Debarment

1) This Emergency Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by ORM. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to ORM, the

   Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. Contractor's Continuing Obligation – Debarment or Suspensions

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Emergency Contract and debarment from future contracts. The Contractor shall not employ any subcontractors pursuant to this Emergency Contract that are suspended or debarred by any government entity.

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40. Clean Air Act

By signing this Emergency Contract, the Contractor acknowledges the following requirements and certifies his or her adherence to the following:

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq*.

2) The Contractor agrees to report each violation to ORM and understands and agrees that ORM will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

41. Federal Water Pollution Control Act

By signing this Emergency Contract, the Contractor acknowledges the following requirements and certifies his or her adherence to the following:

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2) The Contractor agrees to report each violation to ORM and understands and agrees that ORM will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

42. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

43. Byrd Anti-Lobbying Act, 31 U.S.C. §1352 (as amended)

The Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used

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Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient, who will forward the certification(s) to the awarding agency.

By signing this Emergency Contract, the Contractor certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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44. PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Emergency Contract, the Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of this Emergency Contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

45. Entire Agreement

This Emergency Contract constitutes the entire agreement between the parties with respect to the subject matter.

Any provision required by law to be inserted in this Emergency Contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein.

46. No Third Party Beneficiaries

This Emergency Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. ORM and the Contractor are and shall remain the only parties to this Emergency Contract and the only parties with the right to enforce any provision thereof. The services under this Emergency Contract and all reports and deliverables issued hereunder are for the sole use and reliance of ORM, unless expressly agreed in writing by ORM and the Contractor.

The obligations of the Contractor under this Emergency Contract to provide guidance and/or instructions to Grant Recipients is limited to that necessary for grant management and compliance and shall inure to the benefit of ORM only and not to any third party, including the Grant Recipients.

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47. Emergency Contract Approval

This Emergency 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.

DONE AND SIGNED by the Parties on the dates noted below:

ICF Incorporated L.L.C. of Delaware, DBA ICF Incorporated, L.L.C. of Louisiana

Signed by:
Cara Small
D2E8A10EE7E24D4...

Cara Small
Sr. Contracts Manager

Date Signed 3/11/2025

State of Louisiana
Office of Risk Management

Marsha Pemble

Marsha Pemble
Interim State Risk Director

Date Signed 3/12/2025

State of Louisiana
Division of Administration

Taylor Barras
Commissioner of Administration

Date Signed 4/24/25

PROFESSIONAL SERVICES CONTRACT BETWEEN THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF RISK MANAGEMENT AND LEGION CLAIMS SOLUTIONS LLC

The State of Louisiana, Division of Administration, Office of Risk Management (hereinafter "ORM" or "State"), and Legion Claims Solutions LLC, (hereinafter "Contractor"), do hereby enter into a Contract (hereinafter "Contract" or "Agreement") under the following terms and conditions.

1. SCOPE OF SERVICES

A. Concise Description of Services
The Contractor shall provide property adjusters with experience in large-loss commercial claims to work a commercial property desk, assisting in non-disaster and disaster-related claims. The Contractor will supply adjusters on an as-needed basis to perform claims-related services from the ORM Baton Rouge office. ORM will assign duties to the Contractor's personnel; such tasks shall rest solely within ORM's discretion.

B. Statement of Work
See **Attachment A: Statement of Work.**

C. Performance Measures
Performance measures shall be handled as specified in Monitoring Plan below and in **Attachment A: Statement of Work**.

D. Monitoring Plan
The State Risk Administrator Sherry Price, successor, or designee, will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The State Risk Administrator, successor, or designee, will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

E. Deliverables
Deliverables shall be submitted as specified in **Attachment A: Statement of Work**.

F. Substitution of Personnel
Substitution of personnel shall be handled as specified in **Attachment A: Statement of Work**.

2. ADMINISTRATIVE REQUIREMENTS

A. Term of Contract

This Contract shall begin on October 1, 2026, and shall end on September 30, 2027. ORM has the option to renew for up to two (2) additional one (1) year terms ending no later than September 30, 2029, subject to approval by the Office of State Procurement and upon terms and conditions mutually agreeable to ORM and the Contractor.

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

B. State Furnished Resources

ORM will provide specific resources to the Contractor necessary to complete Services described herein, as specified in **Attachment A: Statement of Work**.

C. Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 86-1869717, Louisiana Department of Revenue (LDR) account number is 236357-001-300, and Contractor's DUNS number is 087554857.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under the Federal tax identification number. In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

A. Payment Terms

In consideration of the services required by this contract, a maximum amount of $256,000 (two hundred and fifty-six thousand dollars), unless otherwise agreed to by the parties in an amendment approved by the legally required authorities. Payment will be made only on approval of the State Risk Administrator, successor or designee, which approval will not be unreasonably withheld. The parties agree that Contractor will submit a monthly invoice to the State based on the Contractor's hourly billing rates. Invoices shall be formatted on a time basis at the hourly rates identified in Section B. Contractor's Billing Rates. At a minimum, Contractor shall specify the hourly rates of individual staff members and title showing daily hours worked with start and end times. ORM may request revisions to the formatting of the monthly invoice and/or support documentation, as needed.

By law, the state cannot pay compensation or payment of any nature in advance of services actually performed except under very specific statutorily defined circumstances.

Whenever possible, the State will remit sums due within thirty (30) days from receipt of the invoice. There may be times when invoices are disputed or clarification of charges is needed before payment can be made. The state may withhold the disputed amount or hold payment of the invoice until the dispute is resolved.

Final billing shall be submitted to ORM within 60 days of the contract expiration date.

B. Contractor's Billing Rates

State hereby agrees to pay Contractor and Contractor agrees to accept the following range of hourly billing rates that may be charged on invoice.

Adjuster Rate 1 per hour	Adjuster Rate 2 per hour
$ 98.00	$ 124.00

Rates are locked as of the Contract date and will remain firm throughout the life of the Contract. Work will be assigned on an as-needed basis only; nothing in this Contract may be construed as a commitment to assign a specific amount or volume of work.

The hourly billable rates include labor, overhead, account management, expenses, and other costs associated with providing the service. The limited travel expenses

that might arise under this contract will be handled as specified in **Attachment A: Statement of Work** and in accordance with Division of Administration Policy and Procedure Memorandum No. 49.

4. TERMINATION

A. Termination for Cause

Should the State determine that the Contractor has failed to comply with any of 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, the State may grant additional time for the Contractor to make the corrections, or 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.

B. Termination for Convenience (Termination without cause)

The State may terminate the Contract at any time without penalty by giving a thirty (30) day 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.

C. Termination for Non-Appropriation of Funds

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.

5. FORCE MAJEURE

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

6. 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.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any negligent or wrongful act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except to the extent those claims, demands, suits, or causes of action arise out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false, or fraudulent.

8. INDEMNIFICATION FOR COPYRIGHT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHTS

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 real or personal tangible 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. However, contractor shall not settle any such suit or claim without the State's written consent, not to be unreasonably withheld. 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.

9. STAFF INSURANCE

The Contractor shall maintain the insurance as shown in Exhibit A attached to this Contract for the full term of the Contract. Failure to comply shall be grounds for termination of this Contract. The cost of such insurance shall be included in the total Contract amount.

10. 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.

11. 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.

Cybersecurity Training
In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

12. REMEDIES FOR DEFAULT

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

13. 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 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.

14. FUND USE

Contractor agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15. 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 to the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

16. 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.

17. 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 the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the Contract.

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.

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

18. CONTRACTOR'S COOPERATION

The Contractor shall reasonably cooperate with the State and provide any and all requested information, documentation, and related materials 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, nor shall the Contractor withhold State-owned documents.

19. RECORD RETENTION

To the extent applicable to Contractor, the Contractor agrees to retain all records and other documents relevant to this Contract in accordance with the Louisiana Public

Records Law, La. R.S. 44:1 et seq.

20. CONFIDENTIALITY OF INFORMATION

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 protective measures that are the same or more effective than those used by the State.

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information, as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract or is rightfully obtained from third parties.

Under no circumstances shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Risk Management.

21. SUBCONTRACTORS

The Contractor may, with prior written consent from ORM, which consent shall not be unreasonably withheld or delayed, 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 ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

22. COMPLIANCE WITH CIVIL RIGHTS LAWS

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, age, or genetic identity 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.

23. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five or more employees, Contractor or any Subcontractor shall certify that it is not engaging in a boycott of Israel and shall, for the duration of the 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.

24. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the Contract and at expiration, the Contractor should report subcontractor participation in the Hudson Initiative and the Veteran Initiative, and the dollar amount for each. For contractors and subcontractors to qualify as certified participants in the programs, they must renew certification annually with the Louisiana Department of Economic Development (LED) on the Louisiana "Small Biz" website.

Certification may be verified on the LED "Louisiana Small Biz" system at http://www.ledsmallbiz.com/.

For further information, refer to https://www.doa.la.gov/Pages/osp/se/lavetcv.aspx.

A. Hudson Entrepreneurs

ORM encourages Contractor to attempt, whenever possible, to use qualified subcontractors who have been certified by the Louisiana Department of Economic Development as small entrepreneurships for the purpose of the Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) as set forth in La. R.S. 39:2006, 2007, 2008, and 51:931.

B. Veteran Initiative

Additionally, ORM encourages Contractor to attempt, whenever possible, to use qualified subcontractors who have been certified by the Louisiana Department of Economic Development under the Veteran Initiative as set forth in La R.S. 39:2171 *et seq*.

25. CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

26. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) applies to Contractor in the performance of services called for in this Contract. The Contractor agrees to promptly notify ORM if the Contractor is aware of potential violations of the Code of Governmental Ethics arising at any time during the term of this Contract. The Louisiana Board of Ethics shall be the only entity authorized to rule on ethics issues.

27. 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.

28. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement between the parties with respect to the subject matter. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract, and there are no other agreements or understandings changing or modifying the terms. This Contract shall become effective upon final statutory approval.

29. MONETARY PENALTIES

Contractor warrants that it shall perform the services required under this Contract in a professional manner, by qualified personnel, in accordance with all applicable industry standards, and in accordance with the terms of this Contract. If this warranty is breached, Contractor at the State's option and provided that the State notifies Contractor promptly, but in no event later than thirty (30) days after the State discovers, or with reasonable

diligence should have discovered, such nonconformance, shall either: (a) promptly and at Contractor's own expense re-perform the applicable services as warranted, or (b) refund to the State the entire amount paid for the applicable services and for any other services that become substantially without value to the State as a result of the breach.

30. 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: (i) one (1) day following delivery to a nationally reputable overnight carrier or hand delivery to ORM; or (ii) three (3) days after the date it is deposited in the United States Mail, postage pre-paid, registered or certified mail, and addressed as follows:

To: Stephen Brown
CEO
Legion Claims
P.O. Box 15213
Baton Rouge, LA 70895
Email address: sbrown@legionsclaims.com

To ORM: Sherry Price
State Risk Administrator, Property
Office of Risk Management
Claiborne Building, Suite G-192
1201 North 3rd Street
Baton Rouge, LA 70802
Email address: sherry.price@la.gov

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.

31. CONTINUING OBLIGATION REGARDING ELIGIBILITY FOR CONTRACTING

Contractor, and each tier of Subcontractors, shall confirm as of the date of this Contract that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR part 24. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

32. HEADINGS

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

33. MISCELLANEOUS

The language of this Agreement shall be construed as to its fair meaning and not strictly for or against either party. Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Agreement.

THUS DONE AND SIGNED:

CONTRACTING PARTIES:

Legion Claims

8/21/2026
Stephen Brown — Date
CEO

Division of Administration
State of Louisiana

8/26/2026
Sonia Mallett — Date
Assistant Commissioner

USING AGENCY:
Division of Administration
Office of Risk Management

8/26/26
Rachel Dunaway — Date
Director

ATTACHMENT A: STATEMENT OF WORK

Overview

The Office of Risk Management is seeking Contractors with experience as property adjusters in large-loss commercial claims to work a commercial property desk, assisting with non-disaster and disaster claim activities.

The Contractor will supply adjusters on an as-needed basis to perform claims-related services from the ORM Baton Rouge office. ORM will assign duties to the Contractor's personnel; such tasks shall rest solely within the ORM's discretion.

1. Tasks and Services

The Contractor shall provide personnel to perform the following tasks and services, which include but are not limited to:

A. The comprehensive overview of all claim-handling activities.
   1) Oversight of claims may involve multi-million dollar claims and/or multiple buildings at an insured location.

B. Review and comparison of adjuster estimates, contractor estimates, and architect plans/specifications.

C. Track large, multiple building projects to provide claim-related information and reconstruction information.

D. Create and use Excel spreadsheets that provide data at the project level and individual building/structure level.

E. Oversees work processes; reviews and approves or denies transactions that exceed authority levels delegated to the State's Third Party Administrator (TPA) and fall within the Contractor personnel's authority. For example:
   1) payment requests;
   2) denial requests; and
   3) use of expert and other professional services requests.

F. Examine the TPA's determination of coverages; investigations of cause and extent of damage; review of expert reports; and other steps involved in assessing and adjusting damages to the State's insured commercial properties.

G. Provide input and guidance when needed to TPA to help move claims forward to resolution.

H. Provide verbal or written reports to ORM Management.

I. Assist State Agencies with their claims questions.

J. Assist ORM management staff as needed.

2. Deliverables

The Contractor shall provide ORM with qualified personnel for this contract. The Contractor shall provide resumes and a copy of the adjuster's and driver's licenses for each person assigned to this contract.

3. Functional Requirements

A. Contractor personnel will work from the ORM Baton Rouge office for this contract. Temporary exception may be allowed for off-site work solely at ORM's discretion. The ORM Baton Rouge office shall provide the assigned Contractor personnel with the following:

1) Cubicle space, which includes a laptop and workstation.
2) Access to ORM software and program(s) as needed to perform job duties.
3) Necessary training and technology to perform job duties.
4) Access to ORM supplies and equipment as required to perform job duties.

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All references to the Contractor under this section shall include any of its employees, agents, or subcontractors.

B. Contractor personnel 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 personnel shall not discuss and/or release information to the media without prior express written approval of the Office of Risk Management.

C. Travel is not anticipated with this contract. However, should the need arise for personnel to visit a state agency's facility, ORM will arrange and provide the

Contractor's personnel with a rental vehicle (including associated fuel cost) and hotel accommodation should an overnight stay be required. ORM will not pay for or reimburse the contractor or individual personnel for any other travel expenses.

D. Proposed Hourly Rate Table from the Contractor
   1) Rates shall be all-inclusive; no additional charges, premium rates, expenses, or fees are allowed, except as detailed under the Travel Section.
   2) Contractor personnel will be expected to perform services for 8 hours per day during ORM's regular hours of operation. If a disaster or time-sensitive project occurs, ORM may request extended work hours.
   3) Adjuster Rate 1: Rate is applicable at all times, except as outlined under Adjuster Rate 2
   4) Adjuster Rate 2: Rate applicable during a presidentially-declared disaster in Louisiana. The duration of the rate depends on the size and scope of the disaster; on average, the duration range is 0 (zero) to 6 (six) months. Although ORM will confer with the Contractor regarding the length of time the Adjuster Rate 2 fee will apply, the determined timeframe will be at ORM's discretion.

4. Personnel

A. The Contractor shall provide ORM with a resume of the recommended personnel and a copy of any applicable licenses. ORM will interview personnel via an online meeting or an in-person meeting. ORM reserves the right to accept or reject the recommended personnel.
   1) The Contractor's personnel shall provide documentation required by ORM, the Division of Administration, or the State of Louisiana for any person working for ORM or within a State-owned building. Examples include, but are not limited to, copies of driver's licenses or Social Security cards.

B. Dress attire is business and business casual. Jeans or denim may be allowed on a specific day(s); ORM will inform personnel if applicable. The Contractor's personnel is expected to conduct his/herself professionally at all times.

C. Although travel is not anticipated under this contract, the Contractor personnel's driving record must reflect they are a safe driver and their license is not suspended. ORM may run Motor Vehicle Report (MVR) on any Contractor personnel assigned to this contract.

D. The State shall reserve the right to require the removal and replacement of any person whose performance and/or conduct is unacceptable.

5. Substitution of Personnel

A. The Contractor will not re-assign personnel from ORM solely due to placement onto another contract or account. The Contractor shall not replace personnel without the prior written consent of ORM, and any such replacement must be made to avoid service disruption. If an equally qualified replacement is offered, such consent shall not be unreasonably withheld or delayed by ORM.

B. If any Contractor personnel becomes unavailable due to resignation, illness, or other factors beyond the Contractor's control, excluding re-assignment to a project outside of the contract, the Contractor shall be responsible for providing an equally qualified replacement, subject to ORM's approval. To avoid service disruption, the Contractor should exercise all due diligence to provide an ORM-approved replacement as quickly as possible.

ATTACHMENT B: INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters and all locations where Contractor performs services. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. Claims-made form is unacceptable.

3. Professional Liability (Errors and Omissions)
Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $5,000,000. Claims made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall be maintained for a period of not less than 24 months after completion of this contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS
The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability
   a. The Office of Risk Management and its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
   b. The Contractor's insurance shall be primary as respects the Office of Risk Management and its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Office of Risk Management shall be excess and non-contributory of the Contractor's insurance.
   c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Office of Risk Management and its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for ORM.

3. All Coverages
a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits. Contractor will endeavor to provide thirty (30) days' notice in the event of coverage cancellation, will promptly replace or reinstate coverages and will provide evidence to the State of no lapse in coverage. 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.
b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
c. The insurance companies issuing the policies shall have no recourse against the Office of Risk Management for payment of premiums or for assessments under any form of the policies.
d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Office of Risk Management, its officers, agents, employees and volunteers under any policy that the Office of Risk Management is added as an Additional Insured.

D. 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 as required in the contract.

E. VERIFICATION OF COVERAGE
Contractor shall furnish the Office of Risk Management 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 Office of Risk Management before work commences and upon any contract renewal thereafter. Consultant will respond to any reasonable request (except for providing copies of any insurance policies) from The Office of Risk Management for additional information or documentation concerning coverage applicable to any occurrence subject to insurance on which The Office of Risk Management is added as an additional insured.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of ORM, 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.

F. SUBCONTRACTORS

Contractor shall be responsible for verifying and maintaining the Certificates provided by each subcontractor or for making sure that any Subcontractors are covered by Contractor's insurance policies. Subcontractors shall be subject to all of the requirements stated herein. ORM reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

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Contract#2000683645
Amendment #003

Amendment to Attachment B- Compensation Summary Table

Change From:

Compensation Summary					
	Year 1	Year 2	Year 3	Year 4	Year 5
Part 1 - Transition Planning & Implementatio	$8				
Part 2 - Service Fees	$13,492,453	$13,694,840	$13,900,262	$14,108,765	$14,320,396
Part 3 - Emergency Disaster Service Fees	$5,899,415	$5,914,529	$5,930,049	$5,946,107	$5,962,165
Part 4 - Recovery Fees	$729,000	$729,000	$729,000	$729 000	$729,000
Part 5 – Optional Services	$15,834.00	$95,238	$96,666	$98,116	$99,588
Annual Totals	$20,136,710	$20,433,607	$20,655,977	$20,881,988	$21,111,149
Proposal Total for the Initial 3-Year Contract Period:	$61,226,294		Total for 5-Year Contract Period:		$103,219,431

ORM is exercising the right to extend the contract to include the cost for year 4. In addition, ORM is reserving the right to exercise the option to extend for a final additional year to include the cost for year 5.

Change To:

Compensation Summary					
	Year 1	Year 2	Year 3	**Year 4**	**Year 5**
Part 1 - Transition Planning & Implementation Fees	$8				
Part 2 - Service Fees	$13,492,453	$13,694,840	$13,900,262	**$14,108,765**	**$14,320,396**
Part 3 - Emergency Disaster Service Fees	$5,899,415	$5,914,529	$5,930,049	**$5,946,107**	**$5,962,165**
Part 4 - Recovery Fees	$729,000	$729,000	$729,000	**$729 000**	**$729,000**
Part 5 – Optional Services	$15,834.00	$95,238	$96,666	**$98,116**	**$99,588**
Annual Totals	$20,136,710	$20,433,607	$20,655,977	**$20,881,988**	**$21,111,149**
Proposal Total for the Initial 3-Year Contract Period:	$61,226,294		**Total for 4-Year Contract Period: $82,108,282.00**		**Total for 5-Year Contract Period: $103,219,431.00**

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Professional Services Contract between the
State of Louisiana, Division of Administration, Office of Risk Management
and
Willis Towers Watson US LLC

The Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana ("ORM" or "State") and Willis Towers Watson US LLC, 800 North Glebe Rd, Arlington, VA 22203 ("Contractor") do hereby enter into a Contract (this "Contract" or "Agreement") under the following terms and conditions.

1. Term of Contract

This Contract shall begin on **April 1, 2025 and shall end on March 31, 2028**. With all proper approvals and concurrence of the Contractor, the State may exercise an option to extend for up to twenty-four (24) additional months at the same terms and conditions of the initial Contract term. 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.

2. Compensation and Maximum Amount of Contract

A. 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 **$363,000 (Three Hundred Sixty-Three Thousand Dollars and NO/100).** 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 the State Risk Administrator over Accounting, or a designee.

The parties agree that Contractor will submit a monthly (or quarterly) invoice to the State based on the Contractor's billing rates and reimbursement of eligible expenses. Contractor agrees to individually specify rates and reimbursement of eligible expenses. Contractor agrees to individually specify rates of professional staff and title, with brief summary of services included on all invoices.

The State shall make every reasonable effort to make payments of undisputed sums within 30 days of receiving an invoice. There may be times when invoices are disputed or clarification of charges are needed before payment can be made.

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B. Contractor's Billing Rates

State hereby agrees to pay Contractor and Contractor agrees to accept the following range of hourly billing rates that may be charged on invoices: rates are locked for 3 years starting as of the date of the Contract.

Senior Director	$1,029.93
Director	$808.44
Manager	$708.77
Senior Consultant	$614.63
Consultant	$520.50
Senior Analyst	$454.05
Analyst	$404.22
Junior Analyst	$343.31

The hourly rates include labor, overhead, account management, expenses, and any other costs related to providing the service. Travel time is not reimbursable. Work will be assigned on an as needed basis only; nothing in this Contract may be construed as a commitment to a specific amount or volume of work.

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.

C. Monetary Penalties

Contractor warrants that it shall perform the services required under this Contact in a professional manner, by qualified personnel, in accordance with all applicable industry standards, and in accordance with the terms of this Contract. If this warranty is breached, Contractor at the State's option and provided that the State notifies Contractor promptly, but in no event later than thirty (30) days after the State discovers, or with reasonable diligence should have discovered, such non conformance, shall either: (a) promptly and at Contractor's own expense re-perform the applicable services as warranted, or (b) refund to the State the entire amount paid for the applicable services and for any other services that become substantially without value to the State as a result of the breach.

3. Prohibition Against Advance Payments

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

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4. Goals and Objectives

The Contractor shall provide a range of actuarial services, including risk exposure determinations, proper reserving of claims liabilities, premium development, premium allocations and preparation of annual loss triangles associated with the self-insured property, casualty and workers compensation insurance programs. The Contractor shall also assist with special projects as needed.

5. Description of Services

See Attachment 1: Scope of Services

The performance measures, monitoring plan, and penalties set forth in Attachment 1: Scope of Services will be assessed by the ORM State Risk Administrator over Accounting, or a designee.

6. Deliverables

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in Attachment 1: Scope of Services.

7. Veteran/Hudson Small Entrepreneurship Program Participation

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned Initiative, and Service-Connected Disabled Veteran-Owned Initiative, and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

8. Substitution of Key Personnel

The Contractor's key personnel assigned to this Contract shall not be replaced without the prior written consent of ORM. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any ORM or Contractor key personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of ORM's or Contractor's reasonable control, as the case may be, ORM or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services.

The State reserves the right to require removal and replacement of any Contract key personnel whose performance it considers unacceptable. The State shall advise Contractor of such determination and Contractor shall promptly remove such key personnel and shall, as soon as practicable, provide a replacement individual with comparable skills and experience. The State acknowledges that any such request for the removal of an individual designated by Contractor is unable to reassign key personnel, the States' remedy will be termination of the Agreement without cause.

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9. State Furnished Resources

The ORM State Risk Administrator over Accounting, or a designee, will act as Contract Manager for this Contract, and will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the ORM State Risk Administrator over Accounting, or a designee, shall be the principle point of contact on behalf of the State and will be the principle point of contact for Contractor concerning Contractor's performance under this Contract. The State Risk Administrator over Accounting, or a designee, will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The State Risk Administrator, or a designee, will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

ORM will provide specific documentation, information, access to the State's personnel, access to the State's premises (if applicable) and cooperation in a timely manner to the Contractor necessary to complete Services described herein. Any delay or failure to provide such documentation, information, access to personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if contractor is required to perform any additional work as a result, in additional fees being charged. Contractor will rely on the documentation and information provided by State or State's representatives and Contractor does not take responsibility for verifying the accuracy or completeness of it. State may rely only upon Contractor's final Work Product and not any drafts or oral statements made by Contractor in the course of performing the Services.

10. 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.

11. Termination

A. 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

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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.

B. Termination for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) 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.

12. Remedies for Default

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

13. 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; 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.

14. E-Verify

The Contractor shall comply with the provisions of R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

15. 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.

16. 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.

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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.

17. 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.

18. Contractor's Cooperation

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.

19. Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten 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.

20. Right to Audit and Record Retention

Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

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 upon reasonable notice and during normal business hours for a period of five years from the

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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.

The Contractor shall include the above audit obligation in its agreements with its subcontractors.

21. 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.

22. 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, natural, protective or cultural hairstyle, religion, sex, sexual orientation, national origin, culture , veteran status, political ideas or 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.

23. Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

24. Eligibility Status

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

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25. 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.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

26. PUBLIC RECORD REQUESTS

The Contractor shall immediately refer any public record request to the Using Agency for response. The Contractor shall take no other action concerning any public record request, unless directed by the Using Agency. The Contractor shall provide any requested assistance and records access.

27. Amendments

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

28. 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.

29. 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.

30. Prohibition of companies that discriminate against the fire arm and ammunition industries

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In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. *The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;*

2. *The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.*

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

31. Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

32. Liability and Indemnification

A. Contractor Liability

Notwithstanding any other provision hereunder, Contractor's liability to the State shall be limited to direct damages and not exceed twice the maximum amount of 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 incidental, special, indirect, punitive or consequential damages of any kind, even if each 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. Contractor shall not be liable for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to Contractor in connection with the services provided under this Contract.

The provisions of this section shall survive the termination of this Contract. ORM 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

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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.

B. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

C. INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description relating to injury or death to any person, or damage, loss or destruction to any property, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

D. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs

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incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

D. Limitations of Liability

In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

33. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

34. Insurance

The Contractor shall maintain the insurance as shown in Attachment 2 to this Contract for the full term of the Contract. Failure to comply shall be grounds for termination of this Contract. The cost of such insurance shall be included in the total Contract amount.

35. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of

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scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

36. 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.

37. 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.

38. Headings

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

39. Entire Agreement

This Contract shall constitute the entire agreement between the parties with respect to the subject matter.

40. 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.

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41. Notice

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be addressed to:

TO:	Jason Martin Willis Towers Watson US LLC 500 North Akard, Suite 4300 Dallas, TX 75201 Jason.Martin@wtwco.com
FROM:	Marsha Pemble Interim State Risk Director Office of Risk Management 1201 North 3rd Street, Suite G-192 Baton Rouge, LA 70802 Vickie.Aaron@la.gov

The notice shall be deemed given on: (A) one (1) State business day following delivery by a nationally reputable overnight carrier or by hand delivery; or (B) five (5) State business days after the date it is deposited as registered or certified mail, postage pre-paid, in the United States Mail (C) one (1) State business day following delivery by email at the above-referenced address. Change of address for notice may be affected by the means listed in this paragraph.

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THUS DONE AND SIGNED on the dates indicated below:

Willis Towers Watson US LLC

Signed by:
Russell Sutter
E0B81C8C1B524A8...

Russell Sutter, Senior Consultant
Date Signed 4/16/2025

State of Louisiana
Office of Risk Management

Marsha Pemble

Marsha Pemble Interim State Risk Director

Date Signed 4/17/2025

State of Louisiana
Division of Administration

Taylor F. Barras
Commissioner of Administration

Date Signed 4/24/25



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