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DISASTER RECOVERY UNIT

**STATE OF LOUISIANA
CONTRACT**

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as the "State" or "OCD-DRU", and CohnReznick LLP, 7501 Wisconsin Avenue, Suite 400E, Bethesda, MD 20814 hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions. Contractor and the OCD-DRU may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

SCOPE OF SERVICES

See Attachment I, Scope of Services, attached hereto and made a part hereof.

GOALS AND OBJECTIVES

The goal of these services is to provide quality assurance/quality control services for the Restore Louisiana Program under the authority of the OCD-DRU.

PERFORMANCE MEASURES

The performance of the Contract will be measured by the OCD-DRU Director, Homeowner Program, or designee or successor. He is the State Program Manager (SPM), authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in Attachment I, Scope of Services.

MONITORING PLAN

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

1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Services, Attachment I, and any directions from the SPM.
2. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion. The SPM will be responsible for review and acceptance of deliverables.
3. The SPM will provide oversight of the implementation of the Scope of Services, Attachment I, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

CONTRACTOR TASKS AND RESPONSIBILITIES

1. Assist in the development of policies and procedures that ensure that the Restore Louisiana Program (ReLa) is operated in an accurate, efficient, effective and accountable manner.

2. Test and report that the Program Contractor operates the Restore Louisiana Program in accordance with the most current version of the Restore Louisiana Program Management policies, as well as with applicable published Action Plans. This would include testing ReLa Program processes and sampling applicant files both at the eligibility and construction stages.
3. Monitor and test procedures to detect fraud, waste and abuse of ReLa funds.
4. Develop and monitor controls to eliminate duplication of benefits from insurance companies, FEMA, and other sources of funds,
5. Develop and execute monitoring procedures to test compliance with federal and State regulations and compliance with the State's contractual agreements with HUD.
6. Assist in developing and managing internal quality control processes to ensure consistency among a large number of construction contractors.
7. Monitor and evaluate for the compliance the Scope of Work (SOW) and damage estimates as produced through Xactimate software.
8. Design and produce reports as required by the ReLa Program Contractor, OCD-DRU and other stakeholders upon request.

DELIVERABLES

The Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in the Contract or added via work assigned by the SPM.

SUBSTITUTION OF KEY PERSONNEL

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

ADMINISTRATIVE REQUIREMENTS

TERM OF CONTRACT

This Contract shall begin on April 21, 2017 and shall end on April 20, 2020.

STATE FURNISHED RESOURCES

The State shall appoint an SPM for this Contract who will provide oversight of the Contractor.

Any software, licenses or other expenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an Other Direct Cost (ODC). Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, upon request, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of the Contract.

OTHER DIRECT COSTS (ODC)

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the Contract for these RFP services (per State PPM 49) (State does not anticipate any such extraordinary travel).

Prior to purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

The Contractor shall have any new contractual agreement to be paid as an ODC, including leases and software licenses, assignable to the State at the termination of the Contract. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, the Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

TAXES

The Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. The Contractor's federal tax identification number is 22-1478099, DUNS # 067510214.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, State hereby agrees to pay to the Contractor a maximum amount of \$10,000,000.

PAYMENT TERMS

The Contractor may submit invoices, not more frequently than monthly, in accordance with the Rate Schedule, Attachment II, attached hereto and incorporated herein.

Payments are predicated upon successful completion and approval by the State of the described tasks and deliverables as provided in the Contract and any communications from the SPM. Payments will be made to the Contractor after acceptance by the State of the task and approval of an invoice. The State will make every reasonable effort to make payments within thirty (30) work days of the receipt of the invoice. The Contractor shall submit its request to OCD-DRU on an invoice form as approved by the OCD-DRU. The Contractor shall transmit the invoice and required supporting documentation, as defined by the OCD-DRU, to the SPM, as designated within the Contract. Payment will be made only after the approval of the SPM or designee and the OCD-DRU Finance Manager or designee.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor category, hours worked, function, billing rate, description of the work provided, timesheets and such other information as determined by the SPM.

This hourly rate shall be fully burdened and include all travel and project expenses.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST.

PENALTY

A penalty of \$100 per day for each business day a deliverable exceeds the agreed upon completion date will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD-DRU, or \$5,000, whichever is less. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

The Contractor will not be paid more than the maximum amount of the Contract.

TERMINATION

TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may cause cancellation of the Contract.

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

TERMINATION FOR CONVENIENCE

The State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

INDEMNIFICATION AND LIMITATION OF LIABILITY

GENERAL INDEMNITY LANGUAGE

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

INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

The 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by the Contractor; and (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 the Contractor believes that it may be enjoined, the 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.

With respect to indemnity obligations for protected processes, 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, The Contractor's liability limit for direct

damages shall be two (2) times the maximum amount of the Contract. Unless otherwise specifically enumerated herein, 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 the 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.

FUND USE

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.

The Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ASSIGNMENT

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

RIGHT TO AUDIT

The OCD-DRU, the State of Louisiana Legislative Auditor, the Louisiana Inspector General, federal auditors and auditors for the Division of Administration ("DOA"), or others so designated by the DOA or the OCD-DRU, shall have the option to audit and/or inspect all accounts directly pertaining to the Contract for a period of five (5) years from the date of the closeout of this Contract. Records shall be made available during normal working hours for this purpose.

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.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation 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 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.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD-DRU. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD-DRU.

CONFIDENTIALITY OF DATA/CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in the Confidentiality of Data/State's Procedural Requirements Section below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

CONFIDENTIALITY OF DATA/STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from ReLa Database or Public Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with the Confidentiality of Data Section and the Subsections thereof. The obligations under the Confidentiality of Data Section are in addition to, and not in place of, the items outlined under Attachment I, Scope of Services.

CONFIDENTIALITY OF DATA/DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Applicant Information or any attempts to gain unauthorized access to Confidential Applicant Information. The Contractor and its subcontractors shall provide the SPM with immediate notification (not more than 24 hours) of the Contractor's awareness of any Security Incident involving Confidential Applicant Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Applicant Information or the unauthorized use of a system for the processing or storage of Confidential Applicant Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Applicant Information.

In the event of unauthorized access to or disclosure of Confidential Applicant Information, the Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Information.

CONFIDENTIALITY OF DATA/THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from ReLa Database or in the State's

procedures for public records requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD-DRU, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

CONFIDENTIALITY OF DATA/SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all its Subcontractors to include the provisions of the Confidentiality Section and its Subsections. The OCD-DRU shall be provided copies of such Subcontractor agreements upon request.

CONFIDENTIALITY OF DATA/NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and all its Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Information may be obtained from insurance companies and other third parties.

CONFIDENTIALITY OF DATA/LIMITATIONS ON COPYING; DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE

No copies or reproductions shall be made of any Confidential Applicant Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and all its Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with the Ownership of Documents and State Furnished Resources Section of the Contract, as between the Contractor and the State, all Confidential Applicant Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Information shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and its Subcontractors shall not keep any copies of the Confidential Applicant Information in any medium format; upon delivery of the Confidential Applicant Information to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Information have been retained. Any exceptions to this provision

must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

The obligations under this CONFIDENTIALITY OF DATA Section shall survive the termination or expiration of the Contract.

BACKGROUND CHECK

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Louisiana State Police Bureau of Criminal Identification and Information or through other sources approved in writing by the SPM.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

DRUG SCREENING

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no “findings:” result.

SECURITY

Contractor’s personnel and its Subcontractors shall always comply with any applicable security regulations in effect at the State’s premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State’s security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State’s information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below:

<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

COPYRIGHT

No materials, to include, but not limited to reports, maps or documents prepared as a result of this Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such

materials produced as a result of this Contract that might be subject to copyright shall be the property of the State and all such rights shall belong to the State.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided in the Proposal:

CGI Group, Inc.
Metric Engineering, Inc.

Neither the Contractor nor any of its Subcontractors shall also contract for services under the separate Restore Louisiana (ReLa) Program Management and Building/Construction Management services contract entered into by State for the ReLa Program services. The Contractor shall not contract with any other subcontractor(s) without the express written approval of the State.

DISCRIMINATION AND COMPLIANCE PROVISIONS

The Contractor and its subcontractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010).

The Contractor and its subcontractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Professional Liability (Errors and Omissions): The Contractor shall maintain Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under 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.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all Subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

GENERAL COMPLIANCE

The Contractor will agree with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars. (<http://www.whitehouse.gov/omb/circulars/>)

FINANCIAL MANAGEMENT

The Contractor shall agree to comply with 48 CFR § 31 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Contractor is responsible for having all subcontractors comply with 48 CFR § 31 and agree to adhere the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Contractor shall administer its program in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Contractor is responsible for having all subcontractors and project sponsors administer their programs in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

DOCUMENTATION AND RECORD KEEPING

The Contractor shall maintain all records required by the federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final Contract payment. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final Contract payment.

DRUG-FREE WORKPLACE REQUIREMENT

The Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating

compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between the Contractor and any third parties using funds under this Contract.

PROHIBITED ACTIVITY

The Contractor is prohibited from using, and is responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

COVENANTS AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

The Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the OCD shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or agents, consultant, member of the governing body of the Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit, which is part of this Contract.

However, upon written request of the Contractor, the OCD may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the OCD determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by the Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

LABOR STANDARDS AND SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246 entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable

Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR parts 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR parts 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR parts 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). State recognizes that the Contractor is not responsible for environment or safety compliance or permitting that grantees and their contractors may be subject to that are outside of the scope of services to be conducted under this Contract.

OWNERSHIP OF DOCUMENTS AND STATE FURNISHED RESOURCES

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD-DRU, and shall, upon request, be returned by the Contractor to the OCD-DRU at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the OCD-DRU shall be billed on a time and materials basis, subject to the maximum amount of this Contract. Software and other materials owned by the Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of the Contractor. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with the Rate Schedule, Attachment II. Contractor may retain a copy of its work product and any related financial records, supporting documents, statistical records, and other pertinent records, subject to the requirements of the Confidentiality of Data Section. Notwithstanding anything contained herein, the Contractor's internal repositories, databases and records shall remain property of the Contractor and shall not be subject to delivery or return to the State, unless such delivery or access is otherwise required by provision of the Contract or laws or regulations governing the use of CDBG funds, including but not limited to records retentions and audit requirements.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

ENERGY EFFICIENCY

The Contractor shall recognize 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 to the extent applicable to the Contractor and its subcontractors.

APPLICABLE LAW/VENUE and CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS and DISASTER RECOVERY CONTRACT PROHIBITIONS

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.

In addition to the Louisiana Ethics Code, the Contractor and all its Subcontractors must comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor; and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

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.

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.

ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Contract together with the RFP and the Contractor's Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

SAFETY

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his/her performance of the work. The safety provisions of applicable laws and

building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Contractor may determine to be reasonably necessary.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the Contract shall forthwith be amended to make such insertion or correction.

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 Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

LEGAL AUTHORITY

The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Contract, receive funds, authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract. The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract

WAIVER OF NON-COMPETITION ENFORCEMENT

The Contractor agrees to waive enforcement of each and every contract provision it may have restraining of Contractor's employees, any tier of its Subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

PUBLIC COMMUNICATIONS

The Contractor shall not issue or participate in any public communications or public meetings regarding the Program and Contractor's activities under this Contract without the prior consent of the OCD-DRU.

ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

NOTICES

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD-DRU:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

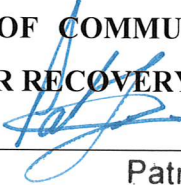
To the Contractor:

Frank D. Banda
Partner, Government Services
CohnReznick LLP
7501 Wisconsin Avenue, Suite 400E
Bethesda, MD 20814
Frank.Banda@CohnReznick.com
301-280-186

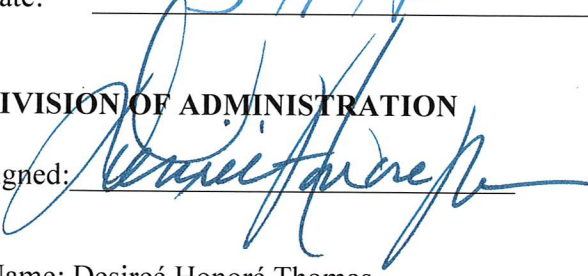
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THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the dates above:


**OFFICE OF COMMUNITY DEVELOPMENT,
DISASTER RECOVERY UNIT**

By: 
Name: Patrick W. Forbes
Title: Executive Director
Date: 5.19.17

DIVISION OF ADMINISTRATION

Signed: 
Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA
Date: 5/22/2017

COHNREZNICK LLP

Signed: 
Name: Frank Banda
Title: Partner
Date: 5/12/2017

ATTACHMENT I SCOPE OF SERVICES

Overview

The State of Louisiana, with 51 out of its 64 parishes devastated by the Great Floods of 2016, received two Congressional appropriations totaling \$1.657 billion. Both the March flood, impacting north La., and the August flood, impacting south La., wrecked destruction on homeowners, business—both large and small, and governmental entities. The U.S. Department of Housing and Urban Development (HUD) is the administering federal agency, and the Office of Community Development, Disaster Recovery Unit (OCD-DRU) is the state agency charged with implementation of the disaster recovery programs.

The Contractor will be responsible for successfully evaluating, monitoring and reporting on the Restore Louisiana Program (ReLa). The Contractor will provide Quality Assurance and Quality Control services for the ReLa Program Contractor in regard to its Program Management and Building/Construction Management performance and also for other similar programs yet to be defined, including programs occurring as a result of past and future disasters.

The Contractor shall coordinate to the maximum extent possible with the State and the State's ReLa Program Contractor to create Program efficiencies and cost savings.

The ReLa Program offers eligible homeowners the choice of four (4) Solutions:

SOLUTION 1. Turnkey (Full Service) solution whereby the ReLa Program Contractor evaluates the damage and creates the scope of work, then performs or contracts for all needed services—environmental reviews/lead base paint testing, construction, etc. to bring the dwelling to a reasonable level of livability.

SOLUTION 2. Homeowner Managed Construction where the owner has already engaged a construction contractor or chooses to engage in a construction contract then the ReLa Program Contractor will provide case management, environmental and construction management services, as needed.

SOLUTION 3. Reimbursement solution where the owner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment for the eligible work performed. The ReLa Program Contractor shall confirm that the work performed conforms to the level of actual flooding and determine if any additional work is required to restore the home to minimum ReLa. Program standards. The ReLa Program Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the owner any amounts due, less any duplicate benefits received by the homeowner.

SOLUTION 4. Buyout solution when the State determines, with the assistance of the ReLa Program Contractor, that the property should not be rebuilt. This solution may be implemented after commencement of the Program following a determination that sufficient funding is available.

The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. The Scope of Services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to

the approval of Office of State Procurement (OSP). This Scope of Services addresses the need for qualified personnel to assist OCD-DRU in performing the tasks and services described below.

Tasks and Services

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the contract. The Contractor will be required to coordinate with other programs, including, but not limited to the ReLa Program, being administered by the OCD-DRU as required.

Task 1:

ReLa Program Monitoring

Tasks associated with this requirement include:

1. Evaluate and monitor ReLa Program Contractor deliverables and performance measures providing documentation for the results of such monitoring efforts.
2. Provide recommendations, based on monitoring results, to OCD-DRU for Program adjustments.
3. Monitor through random sampling of construction projects under Solution 1.
4. Monitor, through surveys or other measures, homeowner satisfaction with the Program's application process and the construction process under Solution 1-3.
5. Review and analyze a random sampling of homeowner files checking for consistency and compliance with all Program policies including but not limited to Program eligibility; income determination and duplication of benefits analysis.
6. Analyze the Program Management and Building Construction Management processes through coordination with the ReLa Program Contractor making recommendations for greater efficiencies and more effective approaches.
7. Develop and execute processes for monitoring compliance with federal and State regulations and compliance with the State's contractual agreements with HUD.
8. Monitor the ReLa Program Contractor's document and data collection and archiving processes to demonstrate the Program's compliance with HUD and other governmental entities laws and regulations.

Deliverables 1

ReLa Program Monitoring

The deliverables will be at the direction of OCD-DRU; and the following represents anticipated key deliverables for this task.

1. Written recommendations for greater efficiencies and more effective approaches, including but not limited to the application processing, the scheduling of home repairs, and the coordinating of inspections.
2. Written documentation demonstrating monitoring efforts.
3. Provide training on Program enhancements to OCD-DRU staff and others as directed.
4. Other Program deliverables that may be needed.

Task 2:

Information Technology Software System Reporting and Monitoring

The Contractor will provide staff to prepare reports, graphs, and timelines for OCD-DRU and ReLa Program Contractor. The QA/QC Contractor will have a comprehensive understanding of the State's Grant Management System (eGrants Plus) along with other software required for the success of the Program. Tasks associated with this requirement, include:

1. Prepare and deliver scheduled pipeline and situation reports to OCD-DRU along with other requested reports required throughout the Program.
2. Provide inventory dashboard reports to the ReLa Program Contractor and OCD-DRU as requested. These reports should be created to run automatically once designed and approved.
3. Knowledge and ability to work within an Oracle database, business objects, sequel, toad environments.
4. Review and modify all eGrants business customizations required by OCD-DRU or ReLa Program Contractor to result with the greatest efficiency and effectiveness as possible.
5. The Contractor shall work with OCD-DRU to produce any documentation required to facilitate an audit (internal or external) of OCD-DRU when needed, in an urgent matter.
6. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by OCD-DRU.
7. Review Program procedures, job-aids, centralized electronic repository, and training material to ensure consistency and accuracy with ReLa Program policy.
8. Review Environmental Review Record (ERR) for compliance with HUD and other governmental laws and regulations as well as compliance with Program procedures.

Deliverables 2

Information Technology Software System Reporting and Monitoring

The primary deliverables will be at the direction of OCD-DRU; the following represents anticipated key deliverables for this task.

1. Reports describing HUD requirements for quarterly reporting.

2. Written recommendations of approaches to be used in efficiently managing grant management software.
3. Other Program deliverables that may be forthcoming from specific task assignment by OCD-DRU.
4. Status reports to OCD-DRU in a format approved by OCD-DRU.

Task 3:

Business Processes

The Contractor will provide staff to assist OCD-DRU staff with the design or enhancement of the processes, policies, and procedures for the Restore Louisiana Program administered by the OCD-DRU. Tasks associated with this requirement, include:

1. Evaluate ongoing processes for efficiency and effectiveness.
2. Assist with program/process changes that provide greater efficiency and effectiveness and optimizes use of personnel and other resources.
3. Evaluate impacts of CDBG investments with regard to compliance with HUD regulations related to national objective and eligible activities. The Contractor will monitor and report on Federal Register low-to-moderate (LMI) requirements and funding to the most impacted parishes.
4. Perform other tasks as required by OCD-DRU for developing and managing any ramp down and close-out of the Program during the term of the Contract.

Deliverables 3

Business Processes

The primary deliverables will be at the direction of OCD-DRU; the following represents anticipated key deliverables for this task.

1. Reports describing the processes and their effectiveness and whether the proper resources were allocated to those processes.
2. Written recommendations for process improvements that will optimize use of resources.
3. Other project deliverables that may be forthcoming from specific task assignment by OCD-DRU.
4. Status reports to OCD-DRU in a format approved by OCD-DRU.
5. Provide training on Program enhancements to staff
6. Develop and manage internal quality control processes to ensure consistency.

Task 4:

Construction Monitoring

1. The Contractor will audit files according to ReLa Program guidelines comparing repair scopes of work and cost estimates based on inspections created in Xactimate software.
2. The Contractor will audit Xactimate SOW projects created in Xactimate using Xactimate analysis software tools for outliers or any unreasonable specification found in the SOW.

3. The Contractor will review and evaluate the ReLa Program Contractor resolution and appeals process related to homeowner issues with construction, contractors and overall satisfaction of acceptable construction work through Solution 1.

Deliverables 4

Construction Monitoring

1. The Contractor will prepare and report on Scope of Work outliers using Xactimate software (Xactanalysis).
2. The Contractor will conduct onsite reviews of construction work for homeowners participating in Solution 1 posting a summarized report of the construction review to the applicant's file.
3. The Contractor will provide process improvement recommendations for completion of construction activities, including transition from the complete application process to assignment of work to homebuilder contractors.
4. The Contractor will develop an appeal review process and report on results of its implementation.

Project Staff

The Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in the Scope of Services.

For planning purposes, it is estimated that the Contractor will need to provide, on average, one (1) Program Manager, three (3) Project Managers and ten (10) Project Associates and/or IT Reporting Specialists to fulfill these services. Staffing needs may vary depending on OCD-DRU needs as the overall Program proceeds to ramp up and then close out. The personnel may, or may not, be the same staff throughout the Contract, depending on the skill sets and work load required. The above number of Project Managers, Project Associates and IT Reporting Specialists are estimates only and OCD-DRU reserves the right to increase or decrease the number based on actual need.

Program Manager

The Program Manager provides oversight of the Contract and serves as the principal point of contact on behalf of the Contractor. The Program Manager supervises all staff to ensure that all deliverables and deadlines are met.

The Program Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.

2. Seven (7) or more years of professional level experience managing programs or projects with a \$10 million or more budget, and requiring a complex network of functional area coordination.
3. At least five (5) years of Community Development Block Grant (CDBG) housing or Federal Emergency Management Assistance (FEMA) Hazard Mitigation Grant Program (HMGP) experience at the federal, state, or local level and/or private sector. A working knowledge of regulatory and statutory compliance requirements for CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
4. Ability to coordinate with internal and external stakeholders of the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.
5. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
6. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

Project Manager

Project management of a part(s) of the QA/QC services is the responsibility of a Project Manager. This person is responsible to maintain the progress, mutual interaction and reporting on various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs.

A Project Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Project Management Professional (PMP) certification is preferred.
4. Four (4) years of experience in hazard mitigation, housing, community development, economic development, construction management or related fields. Experience with CDBG housing and/or FEMA hazard mitigation programs or similar programs/projects is preferred.
5. Must have the discipline to create clear and attainable objectives and to see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project.
6. Ability to track project performance, specifically to analyze the successful completion of short and long term goals.
7. Experience with process improvement and inventory control
8. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.

Project Associate

A Project Associate should maintain a complete understanding of all applicable Program policies, requirements, and procedures and monitor or sample review files within the policies and procedures established. The Project Associate may assist with monitoring construction work, customer services, program reporting, and documentation of process and procedures. These tasks

may include monitoring, tracking and reporting applications within multi-functional areas of operations with little or no direct supervision. Project Associates may specialize in specific subjects within the functional area.

A Project Associate should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. Three (3) years of relevant experience may substitute for the degree.
2. At least three (3) years of experience relevant to the functional area and/or experience providing specialized advisory service, which may include construction, financial, housing, and/or related industry knowledge. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Ability to manage effectively with or without subordinates.
4. Knowledge, skills, and abilities necessary to perform the job function with little to no supervision, while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Ability to acquire a working knowledge of applicable rules and regulations and the ability to provide technical assistance for the Restore Louisiana Program.
6. Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

IT Reporting Specialist:

An IT reporting specialist will advise management on the selection of information systems and data to ensure the alignment with business processes and software. They will be responsible for the reporting from information systems while comprehending the operational process of the Restore Louisiana Program. They will also be responsible for creating reports and documenting business functions and processes.

An IT Reporting Specialist should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of reporting-level technical experience that include the oversight of system data.
3. Ability to manage effectively with or without subordinates.
4. Ability to analyze information using broad and deep knowledge of both the business and the technical aspects of all data systems.
5. Experience in Structured Query Language (SQL) including: writing queries, creating tables, data loads, database administration.
6. Advanced skills using Microsoft Office Suite – Excel, Access, PowerPoint, and Outlook.

**ATTACHMENT II
RATE SCHEDULE**

HOURLY RATE FEE SCHEDULE

Program Staff	Hourly Rate
Program Manager	\$185.00
Project Manager	\$165.00
Project Associate	\$ 95.00
IT Reporting Specialist	\$135.00

All hourly rates shall be fully burdened and include all travel and Program expenses with the exception noted below.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST (ODC).

1st AMENDMENT TO:

PO# 2000276457
DUNS# 067510214
AMENDMENT # 1

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

COHNREZNICK, LLP

EFFECTIVE DECEMBER 1, 2018

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 4:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, State hereby agrees to pay to the Contractor a maximum amount of \$10,000,000.

CHANGE AGREEMENT TO:

Page 4:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, State hereby agrees to pay to the Contractor a maximum amount of \$15,000,000.

ADD:

Page 21:

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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.

REASON FOR CHANGE:

To increase the maximum contract amount by \$5,000,000 because of increased need for QA/QC services due to changes in the federal laws governing duplication of benefits and the forthcoming increase in the number of Restore Louisiana Homeowner contractors.


CB PWF

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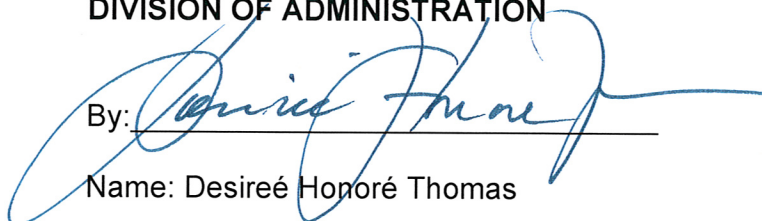
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and CohnReznick, LLP have caused this amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.


OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Patrick W. Forbes
Executive Director
Title: _____
Date: 12.19.18

DIVISION OF ADMINISTRATION

By: 
Name: Desiree Honoré Thomas
Title: Assistant Commissioner
Date: 10/20/2018

CONTRACTOR

By: 
Name: Frank Banda
Title: Managemic Partner - Public Sector
Date: 12/5/2018

PO# 2000276457
DUNS# 067510214
AMENDMENT # 2

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

COHNREZNICK, LLP

EFFECTIVE DECEMBER 1, 2019

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 4:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, State hereby agrees to pay to the Contractor a maximum amount of \$15,000,000.

CHANGE AGREEMENT TO:

Page 4:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, State hereby agrees to pay to the Contractor a maximum amount of \$15,500,000.

REASON FOR CHANGE:

To increase the maximum contract amount by \$500,000 to allow for continued services due to Small Business duplication of benefits issues, delays in construction activities and implementation of two new Restore Louisiana Selected Services contractors.

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and CohnReznick, LLP have caused this amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By:  _____

Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 1.6.20

DIVISION OF ADMINISTRATION

By:  _____

Name: Desiree Honoré Thomas

Title: Assistant Commissioner

Date: 1/7/2020

CONTRACTOR

By:  _____

Name: Frank Barola

Title: Partner

Date: 12-2-2019