

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): October 18, 2006**

**ICF International, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**001-33045**  
(Commission File Number)

**22-3661438**  
(I.R.S. Employer  
Identification Number)

**9300 Lee Highway**  
**Fairfax, Virginia**  
(Address of principal executive offices)

**22031**  
(Zip Code)

**Registrant's telephone number, including area code: (703) 934-3000**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

- Written communication pursuant to Rule 245 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## Item 1.01 Entry into a Material Definitive Agreement

On October 18, 2006, ICF Emergency Management Services, LLC (“ICF EMS”), which is a wholly-owned subsidiary of ICF International, Inc. (“ICF”), and the State of Louisiana, through the Division of Administration, Office of Community Development (“OCD”), entered into a Third Amendment of Contract (the “Third Amendment”). The effective date of the Third Amendment was October 12, 2006, and it amended the Contract dated June 12, 2006 (the “Initial Contract”) between ICF EMS and OCD. The Initial Contract had been previously amended by a First Amendment to Contract dated July 24, 2006 (the “First Amendment”) between ICF EMS and OCD and by a Second Amendment of Contract dated September 28, 2006 (the “Second Amendment”) between ICF EMS and OCD. The Initial Contract, as amended by the First Amendment, the Second Amendment and the Third Amendment, is referred to below as the “Project Contract”.

Under the Initial Contract, ICF EMS agreed to serve as Louisiana’s Road Home Housing Program Manager (the “Project”). In this capacity, ICF EMS generally agreed to:

- open and operate housing assistance centers in various locations within and outside the State of Louisiana to serve displaced residents;
- develop a management information system for the program;
- develop and initiate an outreach and public education campaign designed to provide information on the Road Home Program and housing assistance centers;
- complete training sessions for home inspectors, financial institutions and building professionals;
- initiate and complete a pilot program to process a sampling of pre-registered applicants to a final award in accordance with an operational plan ICF EMS develops; and
- interact with various state and federal agencies to facilitate the transmission of data necessary for program implementation.

The Initial Contract set out in detail the scope of services to be provided in the initial, four month phase (“Phase I”) of the Project. The Initial Contract contemplated amendment thereof for the purpose of further delineating the scope of services for subsequent phases of the Project. The Third Amendment sets forth the scope of services for Phases Two and Three of the Project. In Phases Two and Three, ICF EMS will continue to enlarge the program to receive and qualify applications, counsel applicants at additional housing assistance centers, augment the information technology infrastructure for application processing and data verification, maintain a full-service call center, expand program outreach, and provide housing counseling and assistance to qualified homeowners and small rental unit landlords affected by Hurricanes Katrina and Rita.

The Third Amendment also addresses certain compensation and payment matters. The Third Amendment set the maximum compensation to ICF EMS under the Project Contract at \$756 million, inclusive of amounts paid in Phase I. The Third Amendment further addressed the hourly fee basis, unit price basis and fixed price components of the engagement on the Project:

- Labor categories and rates for hourly fee services to be performed on or after October 21, 2006 through January 13, 2007 are specified in the Third Amendment, as are the processes by which billing rates will be determined thereafter.

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- Unit prices for work to be performed on or after October 12, 2006 are specified.
  - Reimbursement for other direct costs and for travel costs, together with a management fee for managing other direct costs, are also specified.

The Initial Contract was filed as Exhibit 10.14 to the Registration Statement on Form S-1/A filed by ICF on July 21, 2006. The First Amendment is filed herewith as Exhibit 10.1, the Second Amendment is filed herewith as Exhibit 10.2 and the Third Amendment is filed herewith as Exhibit 10.3. Each such Exhibit is incorporated herein by reference, and the descriptions herein of the terms of each of the Initial Contract, the First Amendment, the Second Amendment and the Third Amendment are qualified in their entirety by the copies thereof filed as Exhibits.

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**Item 9.01 Financial Statements and Exhibits****(c) Exhibits**

- 10.1 First Amendment to Contract dated July 24, 2006 between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development
- 10.2 Second Amendment of Contract dated September 28, 2006 between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development
- 10.3 Third Amendment of Contract dated October 18, 2006 between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ICF International, Inc.  
(Registrant)

Date: October 24, 2006

By: /s/ Sudhakar Kesavan  
Sudhakar Kesavan  
Chairman, President & Chief Executive Officer

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**Exhibit Index**

<b><u>Exhibit No.</u></b>	<b><u>Document</u></b>
10.1	First Amendment to Contract dated July 24, 2006 between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development
10.2	Second Amendment of Contract dated September 28, 2006 between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development
10.3	Third Amendment of Contract dated October 18, 2006 between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development

**FIRST AMENDMENT TO CONTRACT**

THIS FIRST AMENDMENT TO CONTRACT (the "Amendment") is made and entered into as of the 24th day of July, 2006, by and between the State of Louisiana, through the Division of Administration, Office of Community Development (hereinafter sometimes referred to as the "State" or "OCD") and ICF Emergency Management Services, LLC (hereinafter sometimes referred to as the "Contractor" or "ICF"). Capitalized terms used in this Amendment but not defined herein have the meanings ascribed to them in the hereinafter defined Contract.

WHEREAS, the State and Contractor have heretofore executed and entered into that certain Contract with an effective date of June 12, 2006 (the "Contract") in which ICF agreed to serve as Louisiana's Road Home Manager and otherwise obligated Itself to complete the Project; and

WHEREAS, the State and Contractor desire to amend and modify the Contract to reflect more accurately their intentions and to do so by entering into this Amendment.

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the State and Contractor agree as follows:

SECTION 1. "Section 1.2.4 Monitoring Plan" is deleted in its entirety and the following is substituted in lieu thereof:

The Commissioner of Administration or his designee (the "Commissioner") as appointed in writing will monitor the services provided by Contractor and the expenditure of funds under this Contract. The SPM will be primarily responsible for the day-to-day contact with Contractor and day-to-day monitoring of Contractor's performance. The monitoring plan is the following:

- Weekly meetings will be held with Contractor's team to discuss time schedule, deliverables due, progress on deliverables, weekly work flow, challenges, etc.
- The SPM will ensure all deliverables are delivered on or before the time scheduled for completion. The SPM will be responsible for review and acceptance of deliverables in accordance with Section 1.2.6 below.
- The SPM will provide guidance to the Contractor and provide the oversight of the implementation of the Statement of Work to ensure quality, efficiency and effectiveness in fulfilling the goals and objectives of the Road Home Program, including providing guidance and oversight to the Contractor on all financial transactions. The Contractor shall notify the SPM that a deliverable is or will be late and explain in writing the reasons therefore. Guidance will be provided in a timely manner.

- All financial records and transactions will be submitted in a format stipulated by the SPM and are subject to review by SPM. Financial transactions will be reviewed to ensure compliance with all applicable federal and State regulations.

Section 2. The second sentence of the fifth paragraph of "Section 3.1 Payment Terms" is deleted in its entirety and the following sentence is substituted in lieu thereof: "The fixed price for ODCs during Phase One of the Contract is forty-three million eight hundred eighty thousand dollars (\$43,880,000)."

Section 3. The last sentence of the tenth paragraph of "Section 3.1 Payment Terms" is deleted in its entirety and the following sentence is substituted in lieu thereof: "Payment shall be made upon approval of the Commissioner or his designee."

Section 4. Exhibit B of the Contract, which sets forth the deliverables and completion date requirements, is deleted in its entirety and the replacement Exhibit B attached hereto is substituted in lieu thereof and incorporated herein as a part hereof.

Section 5.

(a) Except as and to the extent expressly modified and amended herein, State and Contractor ratify and affirm the Contract in accordance with its terms and acknowledge that the Contract remains in full force and effect.

(b) This Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns.

(c) This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

(d) For purposes of this Amendment, signatures delivered by facsimile or electronic mail shall be as binding as originals upon the parties so signing.

(e) The use of headings, captions and numbers of the contents of particular sections are inserted only for the convenience of identifying and indexing various provisions in this Amendment and shall not be construed as a part of this Amendment or as a limitation on the scope of any of the terms or provisions of this Amendment.

The State and Contractor 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.

/s/ George Lowden, EVP  
CONTRACTOR'S SIGNATURE

/s/ Jerry Luke LeBlanc  
STATE'S SIGNATURE

July 24, 2006  
DATE

7/25/06  
DATE

[AMENDED EXHIBIT B IS ATTACHED HERETO AND MADE A PART HEREOF.]

**Exhibit B**

(REVISED AND INCORPORATED INTO FIRST AMENDMENT TO CONTRACT)

**Start-up of Homeowner and Small Scale Rental Program**

1. Prepare operational plan and cash flow projections in coordination with State to include all processes included in the Scope of Services Section 1.1 and Section 1.15 to include FEMA Hazard Mitigation funds.  
**Deliverable:** Operational Plan for rental and home ownership programs will be due two (2) weeks from the signature date of the contract. Cash Flow projections commencing within 4 weeks of contract signature on a bi-weekly basis.
2. Development of MIS system based on the agreed upon operational plan to include all items identified in the Scope of Services under Section 1.2 and 2(a).  
**Deliverable:** MIS specifications shall be completed within two (2) weeks upon receipt of the final draft modifications. Beta version of MIS system shall be brought on line throughout the pilot program for the Home Ownership Program. Final and fully functional version of the MIS system shall be ready at the end of two months after contract signature. Final and fully functional version of the MIS system for the Rental program shall be ready within 120 days from contract signature date. Certification that the MIS system meets internal control requirements shall be provided by the Start of Phase 2.
3. Establish Housing Assistance Centers for building advisors and staff in order to take and process rental and homeowner applications. The contractor shall consider mobile outreach centers as appropriate to reach the displaced homeowners.  
**Deliverable:** Within ten (10) days of the contract signature date, the Contractor must submit a plan on the locations and staffing of the Housing Assistance Centers. Within sixty (60) days of the contract signature date, the Housing Assistance Centers are to become operational.
4. Subcontractor contracts prepared and approved by the State. A minimum of 40% of personnel must be hired including the staff of subcontractors. These personnel must include one or more mitigation advisors that are experts in the implementation of hazard mitigation methodologies and can advise homeowners that are confronted with mitigating their structures.  
**Deliverable:** Contracts submitted to State for approval within ten (10) days of contract signature date. A listing of personnel hired should also be submitted with each contract. An assurance that all subcontractors meet Section 14.0 of Exhibit D in the SFO must be submitted to the State at the same time.

5. Establish and maintain a web-based Rebuilding Professional Registry that provides applicants with contact information on the professions listed in Section 1.8.  
**Deliverable:** State approved website up and running within sixty (60) days of the contract signature date.
6. Five training sessions for home inspectors and financial institutions.  
**Deliverable:** Agenda for the five sessions must be submitted for approval by the State fifteen (15) days prior to the scheduled training.  
Two of the five trainings completed within sixty (60) days of the contract signature date and a summary of the evaluations received, a listing of the attendees, and how many attendees received certifications of completion must be submitted to the State within seventy-five (75) days of the contract signature date. The remaining three trainings shall be scheduled based on project demand.
7. Five (5) meetings should be held to ensure that the building professionals are adequately familiar with the design, policies and procedures of the Road Home Program.  
**Deliverables:** ICF should submit agendas and locations of the meetings for State approval within fifteen (15) days of the contract signature date. Two of the five meetings shall be completed within sixty (60) days of the contract signature date. The remaining three meetings shall be scheduled based on project demand.  
The Contractor should submit a summary of the evaluation by attendees and a listing of the attendees within seventy-five (75) days of contract signature date.
8. For Home Ownership Program, design and commence outreach and public education campaign ten (10) days prior to the start-up of the housing centers. This campaign will continue for six (6) months from that date.  
**Deliverables:** Summary of media campaign and copies of brochures produced for outreach shall be submitted to the state for approval at least fifteen (15) days prior to the opening of the centers.  
Development of a State approved website with information on the program for homeowners. Major changes in homeowner program must be posted within two (2) working days of the change.  
Website shall be designed, developed and online within twenty (20) days of the contract signature date.

9. For small rental properties, design and commence outreach and public education campaign fifty (50) days from contract signature date. This campaign will continue for six (6) months from that date.
- Deliverables:** Summary of media campaign and copies of brochures produced for outreach shall be submitted to the state for approval forty-five (45) days from the contract signature date.
- Development of a State approved website with information on the program for landlords of small rental properties. Major changes in rental program must be posted within two (2) working days of the change.
- Website shall be designed, developed and online within fifty (50) days of the contract signature date.
10. Preparation and development of paper and electronic forms and a system of record retention and security to ensure the protection of applicant privacy and conformity to the business processes developed.
- Deliverables: For the Home Ownership Program,** forms such as homeowner applications, verification, covenants, title, etc. shall be submitted to the State for approval. The package of forms shall be submitted by twenty (20) days from the contract signature date.
- For small rental properties program,** forms such as rental applications, verification, covenants, title, etc. shall be submitted to the State for approval. The package of forms shall be submitted by ninety (90) days from the contract signature date.
11. Begin evaluating eligibility, calculating assistance payments and making awards for a pilot Home Ownership Program. Full applications received from applicants who have pre-registered through call centers and the State's website shall be processed through the final award stage in accordance with the operational plan. This pilot project must begin no later than thirty (30) days from the contract signature date.
- Deliverables:** Submittal of an State approved pipeline report from ICF on a weekly basis providing information on number of applications taken, verified, options selected, compensation assistance granted, dates of title clearance, biddable specs, resolution cases, inspections, amount of loan, etc. Contractor shall submit within seventy-five (75) days from the contract signature date an evaluation of the pilot program with suggested changes relative to quality, efficiency and effectiveness of meeting the program's goals and objectives made a part of this Contract. This report shall include an evaluation of the locations and options selected by homeowners.

The Contractor shall provide to the State a copy of the mediation process for applicant complaints within thirty (30) days from the contract signature date.

12. In coordination with the State, signed Memorandums of Understanding with all relevant partners (FEMA, SBA, private insurers, other federal agencies and other state agencies, etc.) in order to facilitate the transmission of necessary data required for program implementation.

**Deliverables:** Arrangements to share data, which may be evidenced by signed Memoranda of Understanding (MOUs) are due thirty (30) days from the contract signature date.

13. The contractor will complete policies and procedures needed to guide program startup and implementation. The contractor will work with the client, on an ongoing basis, to update the design of homeowner and rental housing programs supported with CDBG funds to respond to the evolution of the programs. This work will include, but not be limited to, information on best practices from other locations, development of procedures and communications with relevant stakeholders, identification and review of relevant legal documents, development of selection criteria for projects and review of applications, enforcement regimes, and performance benchmarks. The contractor will work with the client to support the revisions, as needed, of program narratives related to the Action Plan for Housing Programs Disaster Recovery.

As part of this work, the Contractor will support the collection and summarization of comments received on revised Action Plans. The Contractor will work with the State's Office of Emergency Preparedness to develop guidelines and procedures to integrate HMGP funds awarded to the OCD into the Road Home Program. Work will include but not be limited to: Assisting OCD with preparation of a draft application; incorporating procedures for the HMGP Program into procedures for the Road Home Homeowner Program; working with OCD and Emergency Management staff to integrate environmental and other federal requirements associated with the HMGP into the Road Home Program.

The Contractor will be required to document and maintain records detailing program compliance with Federal regulations, including, but not limited to, the Uniform Relocation Act Lead Paint Regulations, Environmental, Fair Housing, Davis-Bacon, CDBG, Section 3 and other applicable regulations. In addition, the contractor will attend meetings and coordinate with relevant stakeholders, including, but not limited to, State Legislative Auditors, and federal and State officials. Support will also include development of monitoring procedures to ensure homeowners and rental housing owners comply with legal obligations. Support will also include development of monitoring procedures that ensure that OCD staff can determine whether vendors, contractors, and subrecipients receiving funds for those housing programs contemplated by or included in that

certain contract between ICF and OCD dated March 10, 2006 (which has now been terminated) meet all CDBG federal requirements. The State requires that the design and implementation of those programs have in place controls for fraud, waste and mismanagement.

**Deliverable:** Deliverables due dates will be identified when the contractor is tasked to conduct specific research and analyses, develop or revise new policies, and begin drafting the HMGP application. The deliverables will consist of memorandums or background papers summarizing research and analyses requested. In addition, the contractor shall submit a draft HMGP application within 3 months of contract signature date.

SPM will verify that monitoring procedures are delivered on schedule.

## Second Amendment of Contract

This Second Amendment (the Second Amendment), is made and entered into September 28, 2006, by and between the State of Louisiana, through the Division of Administration, Office of Community Development (hereinafter referred to as "OCD") and ICF Emergency Management Services, LLC (hereinafter referred either as "ICF" or "Contractor"). Capitalized terms used in the amendment but not defined herein have the meanings ascribed to them in the hereinafter described Contract.

WHEREAS, OCD and Contractor have heretofore executed and entered into that certain Contract with an effective date of June 12, 2006 (the "Contract") in which ICF agreed to serve as Louisiana's Road Home Manager and otherwise obligated itself to complete the Project; which Contract was amended by the First Amendment dated July 24, 2006.

Whereas the State and Contractor desire to amend and modify the Contract to further delineate duties and responsibilities of the parties in the collection, use and protection of Confidential Information;

Now therefore, for and in consideration of the foregoing premises, the State and Contractor agree as follows:

Section 11.0 of the Contract is deleted in its entirety and is replaced as follows:

### 11.0 CONFIDENTIALITY OF INFORMATION

#### 11.1 Confidential Information, General

All of the reports, information, data, etc., 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 prior written approval of the State.

All financial, statistical, personal, technical and other data and information relating to the State's operation that are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or that become available to the Contractor in carrying out this Contract ("Confidential Information"), 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 that 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.

### 11.2 Confidential Information of Applicants:

It shall be presumed that all information (including an applicant's photo identification, photographic likeness, and thumb scan image) acquired by Contractor or its subcontractors, from whatever source, relating to individual applicants for any grant, loan, or other programs 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 in 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 OCD by Contractor in its performance of this Contract.

Other than as directed in writing by OCD, only Contractor's employees and subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in section 11.3 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.

Confidential Applicant Data shall not be distributed, disclosed or conveyed to any subcontractor except those subcontractors who have a defined need to know the Confidential Applicant Data.

### 11.3 State's Procedural Requirements

In accordance with Section 11.1 above, OCD has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from The Road Home Database or Open Records Requests. As mutually agreed by the Parties, Contractor shall implement these policies and procedures, including revisions thereto, as well as 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 or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Contractor shall submit its written policies and procedures required under this part to OCD for approval. As the State may revise its policies and procedures, Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 11 and its subsections thereof. The obligations under of Section 11 are in addition to, and not in place of, the agreements under Exhibit A, Scope of Work, Section 1.2 et al.

#### 11.4 Duties to Monitor and Report Security Breach or Unauthorized Release Use or Release of Information

Contractor and its subcontractors shall implement monitoring plans in accordance with Section 11.3 above to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. Contractor and its subcontractors shall provide SPM with immediate notification (not more than 24 hours) of Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information, or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with OCD 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 Data.

#### 11.5 Third Party Requests for Release of Information

Should third parties request Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, Contractor, will notify OCD immediately upon receipt of such request. Notice shall be forwarded via e-mail and via telefax to the representative designated in writing by OCD as the OCD contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from The Road Home Database or Open Records Requests, as promulgated or as hereafter modified by OCD. Contractor shall cooperate with OCD 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, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by Contractor or its subcontractor in resisting the release of information shall constitute reimbursable expenses under this Contract.

#### 11.6 Subcontract Agreements

Contractor shall obtain agreements by all subcontractors to be bound by the terms of the provisions of Section 11.1 above. In addition, those subcontractors who have a need to know Confidential Applicant Data shall be required to agree to all the terms of this Section 11.0, including all subsections thereof.

11.7 Non-confidential Data and Data Obtained from Third Parties

In the event Confidential Applicant Data is or becomes part of the public domain, other than as a result of a Security Incident, Contractor and 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 Data may be obtained from insurance companies or other third parties.

11.8 Limitations on Copying; Delivery of Confidential Information to OCD; Destruction of Database; Obligations Against Use and Disclosure Survive Termination of Contract

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of OCD. Contractor and 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 OCD in writing.

In accordance with Section 13.0 of the Contract, as between the Contractor and the State, all Confidential 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 Data 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. Contractor and subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, Contractor and applicable subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by the SPM, and shall set forth the scope of data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

11.9 The obligations under Section 11.0 and all subsections thereof shall survive the termination or expiration of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the day and year first above written.

**State of Louisiana, Division of Administration**

By /s/ Jerry Luke Leblanc  
**Jerry Luke Leblanc**  
**Commissioner of Administration**

Date September 28, 2006

By /s/ J S McGrath

Typed Name Joseph S McGrath

Title Assistant Secretary

Third Amendment of Contract

This Third Amendment (the Third Amendment) is made and entered into on October 18, 2006, by and between the State of Louisiana, through the Division of Administration, Office of Community Development (hereinafter referred to as "OCD") and ICF Emergency Management Services, LLC (hereinafter referred to either as "ICF" or "Contractor"). Capitalized terms used in the amendment but not defined herein have the meanings ascribed to them in the hereinafter-described Contract. The Effective Date of the Third Amendment is October 12, 2006.

WHEREAS, OCD and Contractor have heretofore executed and entered into that certain Contract with an effective date of June 12, 2006 (the "Contract") in which ICF agreed to serve as Louisiana's Road Home Manager and otherwise obligated itself to complete the Project; which Contract was amended by the First Amendment dated July 24, 2006, and by the Second Amendment dated September 28, 2006.

Whereas the Contract, in Section 1.2 et seq set forth the Statement of Work for Phase One of the Project, and contemplated amendment to the Contract to further delineate the Statement of the Work for Phases Two and Three of the Project;

Now therefore, for and in consideration of the foregoing premises, the State and Contractor agree as follows:

Section 1.2.1(a) is hereby added to the Contract, immediately following Section 1.2.1 of the Contract, to provide as follows:

1.2.1(a) PHASE TWO AND THREE STATEMENT OF WORK; REMAINING WORK UNDER PHASE ONE

The Statement of the Work attached as Exhibit A to the Contract, in addition to setting forth the full scope of services for Phase One of the Contract as noted in Section 1.2.1, also defines the full scope of services to be provided as Phase Two and Phase Three of the Contract.

All services which were to be performed under Phase One of the Contract which have not been performed as of October 21, 2006, and which were to be billed on an hourly basis or a unit basis shall hereafter be billed under the hourly rates and per unit prices established under Section 3.1 as amended by the Third Amendment, which rates and prices shall take effect for services performed on or after October 21, 2006.

Contractor must provide all Other Direct Costs ("ODCs") items listed under Exhibit F of the Contract as *Phase One — Other Direct Costs*, or under *Other Direct Costs Incurred Immediately After Contract Signing*, which have not yet been completed or delivered, without any additional compensation beyond the fixed price for ODCs previously paid under Section 3.1 of the Contract. For ODCs which involve recurring charges, this limitation shall not apply for those charges incurred after Phase One.

Exhibit B-1 sets forth the deliverables and completion dates for Phase Two and Phase Three of the Contract.

Section 3.1 of the Contract is amended by adding the following paragraphs at the end of Section 3.1:

**MAXIMUM CONTRACT PRICE FOR ALL PHASES**

The maximum compensation to Contractor under the Contract is SEVEN HUNDRED FIFTY SIX MILLION AND 00/100 DOLLARS (\$756,000,000.00). This maximum compensation amount includes all services and costs whatsoever.

**HOURLY LABOR RATES**

The hourly labor categories and billing rates for services to be performed on or after October 21, 2006 through January 13, 2007 are set forth on Exhibit D-1.

The billing rates which shall apply after January 13, 2007 shall be determined as follows. The State shall retain an independent certified public accountant to conduct an examination of Contractor's records to verify the Contractor's proposed labor wages and cost allocation plans. Labor wages will be calculated as the weighted average of the actual wages paid to personnel of the Contractor and hours billed by such personnel to this contract from June 12, 2006 until November 24, 2006. The average will be weighted as to the hours worked at each specific rate within each designated pay classification. All cost allocation plans applicable to this agreement will be reviewed for compliance with all applicable Federal and state regulations and requirements. This initial review will be based on the 10 month period ending October 27, 2006. After this review has been completed, State and the Contractor shall negotiate revised labor billing plans which shall be effective from January 14, 2007 through February 29, 2008. The labor billing rates to be used from March 1, 2008 through June 12, 2009 will be negotiated between State and Contractor using the aforementioned process with wage rates being based upon a weighted average from June 12, 2006 until December 31, 2007 and cost allocation plans based on costs incurred for the twelve (12) month period ending on December 31, 2007.

**PER UNIT PRICES**

The unit prices for work performed on or after the Effective Date of the Third Amendment are as specified in Exhibit E-1

**OTHER DIRECT COSTS**

The State shall reimburse the Contractor for Other Direct Costs (ODC), except for travel costs, based on the actual costs billed to the Contractor. For ODCs procured by a subcontractor, the Contractor's actual costs shall be defined as the amount paid by it to the subcontractor for the ODC.

Contractor shall receive a maximum fixed management fee of THIRTEEN MILLION, FIVE HUNDRED AND THIRTY THOUSAND AND 00/100 DOLLARS (\$13,530,000.00) associated with the management of ODCs provided for Phase Two and Phase Three. The schedule for payment of the fixed management fee is as follows:

October 14, 2006 through December 31, 2006 - \$3,220,000.00  
January 1, 2007 through December 31, 2007- \$4,570,000.00  
January 1, 2008 through December 31, 2008 - \$4,460,000.00  
January 1, 2009 through June 11, 2009 - \$1,280,000.00

As long as the Contract remains in effect, for each above listed time period, the ODC fixed management fee for that period shall be paid evenly over the period on a twice a month basis. The Contractor may not bill any time associated with the procurement and management of an ODC which is included in the subcontractor general and administrative indirect rate pool.

**FIXED TRAVEL COSTS**

The Contractor shall be paid for travel costs occurring on or after October 12, 2006 under the Contract on a fixed price basis in the amount of NINETEEN MILLION ONE HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED AND SIXTY EIGHT AND 00/100 DOLLARS (\$19,142,768.00). The schedule for payment of the fixed travel costs is as follows:

October 14, 2006 through December 31, 2006 - \$1,998,859  
January 1, 2007 through December 31, 2007- \$10,823,230  
January 1, 2008 through December 31, 2008 - \$3,934,744  
January 1, 2009 through June 11, 2009 - \$2,385,935

As long as the Contract remains in effect, for each above listed time period the fixed travel cost for that period shall be paid evenly over the period on a twice a month basis.. All travel paid under this provision shall be conducted in accordance with Contractor's travel policies.

Section 9 of the Contract is deleted, and is replaced with the following:

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the Commissioner, shall have the option to audit all accounts directly pertaining to the contract for a period commencing June 12, 2006 through five (5) years from the date of the last payment made under this contract or contract closeout, whichever is later. Records, including but not limited to direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In addition to the foregoing, Contractor agrees to submit to a Statement of Auditing Standards (SAS) number 70 review of the Road Home Program to be completed within ninety (90) calendar days of the Effective Date of the Third Amendment.

In the event that the U.S. Department of Housing and Urban Development, the HUD Inspector General, or the State issue findings or rulings that the amounts charged by Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state law or regulation, Contractor may appeal any such finding or ruling. If such appeal by Contractor is unsuccessful, the parties agree that the amounts paid to Contractor shall be adjusted accordingly, and that Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be ineligible or non-allowable.

Section 13 of the Contract is amended to add as two new paragraphs of that section, inserted between the existing second and third paragraph:

On and after the Effective Date of the Third Amendment 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. 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, Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

Section 19 of the Contract is amended to add as the second paragraph of that section:

Compliance by the Contractor with the written procedures and protocols provided by the SPM to the Contractor or developed or required under this Contract, and compliance with the written guidance and instructions by the SPM as contemplated under this Contract and mutually agreed to by the parties, shall be deemed as essential as compliance with the terms and conditions of the Contract as if such procedures, protocols, guidance and instructions had been set forth in the Contract.

Section 25 of the Contract is amended to add as the second paragraph of that section:

Without limiting the regulations which Contractor must comply with, the Parties recognize the provisions of 24 CFR Sec. 85.36, and agree that Contractor will take all necessary affirmative steps permitted by law to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the day and year first above written.

**State of Louisiana, Division of Administration**

By /s/ Jerry Luke Leblanc  
**Jerry Luke Leblanc**  
**Commissioner of Administration**

Date October 18, 2006

**ICF Emergency Management Services, LLC**

By /s/ Kenneth B. Kolsky  
Typed Name Kenneth B. Kolsky  
Title Executive Vice President

**Exhibit B-1  
Deliverables and Expected Completion Date**

**With Specific Reference to SFO Appendix A, Scope of Services (SOS)**

Note: ICF anticipates consolidating routine reporting and analysis of the homeowner program in the weekly Pipeline Report. All other program elements will be provided in a weekly Metrics Report.

1. Homeowner

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 1. Management		
2(a)12.	Assessment of performance of homeowner program through contribution to the weekly Pipeline Report. Specific information to report will include:	Weekly
2(a)14.		
2(a)15.	<ul style="list-style-type: none"><li>• Progress made, problems and issues encountered and corrective actions taken</li><li>• Number of homeowners in each stage of process (e.g., applications received, initial appointments held, verifications and calculations completed, owner option selections made, and closings held)</li><li>• Appeal requests received and outcomes</li><li>• Coordination efforts between agencies</li><li>• Specific metrics on non-profit involvement to be developed</li><li>• Specific internal compliance metrics to be developed</li><li>• Other reporting as deemed necessary by OCD</li><li>• Aging of cases</li><li>• Percent low and moderate income</li><li>• Dollars for LMI compensation</li><li>• Total compensation dollars</li><li>• Persons benefiting</li><li>• Analysis of metrics explaining delays, bottlenecks and other problems in moving the applicants through the system as compared to targeted or desired standards.</li></ul>	
	Update Homeowners Procedures to include:	November 15, 2006 and Monthly thereafter
	<ul style="list-style-type: none"><li>• Procedures for resolving problems with homeowner applications, including questions about eligibility and benefits calculation</li><li>• Appeals and mediation procedures</li><li>• Revised procedures as new issues and policies arise</li></ul>	

**Exhibit B-1  
Deliverables and Expected Completion Date**

<b>SOS Task(s)</b>	<b>Deliverable</b>	<b>Due Date</b>
	Business Plan for how non-profits and faith-based organizations will be utilized in the program that also incorporates a process for coordinating with OCD-funded nonprofits	December 1, 2006
3.1 to 3.5	Compliance Plan to ensure adherence to applicable laws, regulations, policies, procedures, and the Standards of Conduct and Conflict of Interest Agreement	December 1, 2006
	Report on compliance monitoring (e.g., covenant compliance) and Close-out Business Plan	June 1, 2008
Task 2. Operate Housing Assistance Centers (HACs)		
2(a)1.	Assessment of performance of housing assistance centers through contribution to the weekly Pipeline Report. Specific information to report will include:	Weekly
2(a)1.1.		
2(a)1.2.	<ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> </ul>	
2(a)1.3.		
2(a)2.	<ul style="list-style-type: none"> <li>• Staffing of all existing, new, and mobile HACs</li> </ul>	
2(a)5.	<ul style="list-style-type: none"> <li>• Number of homeowners counseled,</li> </ul>	
2(a)7.	<ul style="list-style-type: none"> <li>• Type of counseling (e.g., initial visit, discuss benefits calculation, post-award counseling)</li> </ul>	
2(a)7.1.		
2(a)7.2.	<ul style="list-style-type: none"> <li>• Average counseling time</li> </ul>	
2(a)7.3.	<ul style="list-style-type: none"> <li>• Average wait time</li> </ul>	
2(a)7.5.		
2(a)7.6.	<ul style="list-style-type: none"> <li>• Other reporting as deemed necessary by OCD</li> </ul>	
2(a)8.		
3.1.	Business plan for both mobile and fixed HACs	November 1, 2006
3.2.		
Task 3. Operate Appeals Process		
2(a)9.	Updates to approved process and procedures for appeals, including:	November 8, 2006
2(a)13.	<ul style="list-style-type: none"> <li>• Relationship of appeals process to issues resolution process</li> </ul>	
2 (a) 14	<ul style="list-style-type: none"> <li>• Roles and responsibility of appeals staff, including ombudsman</li> <li>• Timeliness on resolving appeals</li> <li>• Record keeping and reporting</li> </ul>	
Task 4. Operate Mailroom		
2(a)12.	Assessment of performance of mailroom activities through contribution to the weekly Metrics Report. Specific information to report will include:	Weekly
2(a)14.	<ul style="list-style-type: none"> <li>• Progress made, problems, complaints and issues encountered and corrective actions taken</li> </ul>	

**Exhibit B-1**  
**Deliverables and Expected Completion Date**

<b>SOS Task(s)</b>	<b>Deliverable</b>	<b>Due Date</b>
	<ul style="list-style-type: none"><li>• Specific reporting metrics to be developed by November 1, 2006</li><li>• Other reporting as deemed necessary by OCD</li></ul>	
Task 5. Operate Data Entry Function		
2(a)12.	Assessment of performance of data entry activities through contribution to the weekly Metrics Report. Specific information to report will include:	Weekly
2(a)14.	<ul style="list-style-type: none"><li>• Progress made, problems and issues encountered and corrective actions taken</li><li>• Specific reporting metrics to be developed by November 1, 2006</li><li>• Other reporting as deemed necessary by OCD</li></ul>	

**Exhibit B-1**  
**Deliverables and Expected Completion Date**

2. Evaluations

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
2(a)12.	Assessment of performance of home evaluations through contribution to the weekly Pipeline Report. Specific information to report will include:	Weekly
2(a)14.	<ul style="list-style-type: none"><li>• Progress made, problems and issues encountered and corrective actions taken</li><li>• Number of homeowners in each stage of process (e.g., evaluation work orders received, evaluations ordered, evaluations completed, QA/QC completed, data in MIS)</li><li>• Special evaluations, including media events and expedited evaluations</li><li>• Resolution activities</li><li>• Anti-fraud metrics</li><li>• Average amount of time to do an evaluation</li><li>• Other reporting as deemed necessary by OCD</li></ul> Update Homeowners Procedures to include:	Monthly
	<ul style="list-style-type: none"><li>• Procedures for secure transfer of data and reports to MIS</li><li>• Revise procedures as new issues and policies arise</li><li>• Report on progress on achieving goal of timely completion of program</li></ul>	

**Exhibit B-1  
Deliverables and Expected Completion Date**

3. Title

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
2(a)3. 2(a)6. 2(a)7. 2(a)12. 2(a)14.	Assessment of performance of title activities through contribution to the weekly Pipeline Report. Specific information to report will include: <ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Owner/occupancy determinations completed</li> <li>• Floodplain determinations completed</li> <li>• Pre-storm value determinations completed</li> <li>• Title searches completed</li> <li>• Title cures completed</li> <li>• Closings and recordations completed</li> <li>• Special needs addressed</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	Weekly
	Update Homeowners Procedures to include: <ul style="list-style-type: none"> <li>• Procedures for addressing special needs during closing process</li> <li>• Procedures for secure transfer of electronic files related to each closing to MIS</li> <li>• Procedures for secure transfer of documents required by the State to secure storage Secure original documents from First American and/or certified copies of recorded documents.</li> <li>• Revised procedures as new issues and policies arise</li> </ul>	Monthly

**Exhibit B-1  
Deliverables and Expected Completion Date**

4. Rental

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
2(a)12 2(a)14	Revise draft rental program design to reflect final OCD decisions	Within 15 days of decision
	Assessment of performance of small rental program through contribution to the weekly Pipeline Report. Specific information to report will include: <ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Applications rounds completed</li> <li>• Advise and assistance provided</li> <li>• Applications selected and recommended to state</li> <li>• Post-approval monitoring</li> <li>• Break out of Applications Received and Applications Accepted based on key Selection Criteria including but not limited to Rent Levels, Tenant Income Levels, Affordability Periods, Loan Amounts, Geographic Location, Owner Type, Building Type</li> <li>• Number of total units developed, LMI units, total dollars expended, and LMI dollars expended.</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	Weekly
2(a)12 2(a)14 1.12	Updated public education and outreach plan (Phase I Deliverable 17A)	20 days*
2(a)12 2(a)14 2(b)1 1.13	Updated web site approved and online (Phase I Deliverable 18A)	90 days*
2(a)12 2(a)14 2(b)1 1.13	MIS system for Small Rental operational (proposed phased rollout completed) [Phase I Deliverable 23A] System capable of ranking and scoring applications -120 days	180 days*
2(a)12 2(b)1 1.14	Small Rental program forms (Phase I Deliverable 24A)) Other program documents including but not limited to promotional and explanatory material, memoranda of understanding with approved financial institutions, check lists and other documents specified in Program Design (Deliverable 2(a)(12)	60 days*
2.b.1-1	Notice of Funds Available including scoring criteria and total funds available for Round 1 (Actual round opens no sooner than January 10, 2007)	90 days*

**Exhibit B-1  
Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
2.b.1-2	Notice of Funds Available including scoring criteria and total funds available for Round 2	195 days*
2.b.1-3	Notice of Funds Available including scoring criteria and total funds available for Round 3	300 days*
2.b.1-4	Notice of Funds Available including scoring criteria and total funds available for Round 4	405 days*
2.b.1-5	Notice of Funds Available including scoring criteria and total funds available for Round 5	510 days*
2.b.1-6	Notice of Funds Available including scoring criteria and total funds available for Round 6	720 days*
2.b.2	Procedures for Rental Rehab Teams	90 days*
2.b.3	Forward loan application packages, with recommendations for award amounts, to the State for commitment letters and fund Obligation. Establish independent appeals process as specified in Program Design.	Beginning 120 days from closing of Round 1 and finishing 120 days from closing of Round 6**
2.b.4	Submit schedule of loan closings to State	14 days after receipt of State's approval of closing packages
2.b.4	Submit copies of Road Home loan closing documents to the State	5 days after loans closed
2.b.4	Submit approved draws to State for funding	Monthly after 1 <sup>st</sup> loan closed
2.b.4	(Matrix reporting) Number of threshold applications/units received Number & Value of conditional awards by type Beneficiary data, including LMI data. Number of Loans applications with lenders Number of Loan through Initial Closing Number of Loans approved by Parishes Number of Loans declined with reasons Number of Loans in appeal process Measurable ad hoc data as requested	Monthly after Close of Round 1
2.b.5	Provide closeout package for each project, upon construction completion and initial occupancy certification	Weekly as occurs
2.b.6	Monitor compliance of rent requirements and condition of property until end of close out phase (Reported in Matrix) Report on compliance metrics and findings on 10 percent of units	Continuously Monthly

**Exhibit B-1**  
**Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
3.3	Deliver electronic and paper loan files	April 2009
3.4	Continuity transfer of properties at stages uncompleted through initial occupancy is initiated	April 2009
3.5	Provide all other documentation and certifications required by contract and terms of federal funding.	June 2009

\* Days from Program Design decisions approval date on ICF Form or Phase 2 amendment date, whichever is later

\*\* Contingent on Borrower obligations for historic and environmental building permits

**Exhibit B-1  
Deliverables and Expected Completion Date**

5. HMGP\*

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
<b>Task 1. Program Management</b>		
	Create a pipeline report for HMGP that will be reviewed by OCD, GOHSEP and LRA. This report must detail all progress made, issues and status of the program.	Monthly
	Implement and manage all phases of the HMGP program and all assigned personnel from initial application to closeout audit.	Ongoing
	Create and assist OCD with all legal documents to assure compliance with FEMA for open space and title transfer to the Road Home Corporation and other legal matters.	November 15, 2006
	Integrate all necessary data fields into the existing MIS system to allow a separate query on HAZMIT data.	December 15, 2006
<b>Task 2. Mitigation Advice</b>		
2(a)1	Training program on mitigation measures for Housing Advisors	Monthly
2(a)2	– Initial, periodic, recurring as program policy and implementation determinations are made	As Needed
	Develop addition outreach material on mitigation measures to distribute during meeting with homeowners <ul style="list-style-type: none"> <li>• staffing plan</li> </ul>	
<b>Task 3. Regional Coordination</b>		
2(a)12	Process and procedures for working with local governments to assemble areas to be converted to green space	Ongoing
2(a)14	Assessment of performance of HMGP activities through contribution to the weekly Metrics Report. Specific information to report will include: <ul style="list-style-type: none"> <li>• Problems and issues encountered and corrective actions</li> <li>• Specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD Other reporting as deemed necessary by OCD</li> </ul>	Weekly
	Package and submit individual HMGP eligible property acquisition applications for submission to GOHSEP for reimbursement and reallocation of HMGP funds to OCD.	As developed
	Update HMGP evaluation procedures to include revised procedures and requirements to reflect resolution of new issues and policies	Monthly

**Exhibit B-1  
Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
	Business plan for HMGP program including fund disbursement process and procedures	November 8, 2006
Task 4. Evaluation Coordination		
	Conduct evaluations to assess compliance with FEMA and CDBG	Ongoing
Task 5. Financial Management		
2(a)12	ICF will implement and manage the documentation systems (transfer, digitizing, storage and maintenance) that support the reallocation of HMGP funds to the Road Home from eligible CDBG funded activities.	Ongoing
2(a)14	ICF will develop a financial reporting system that is approved by OCD	December 1, 2006
	Monthly financial report to GOHSEP, OCD, and FEMA	Monthly
	Quarterly financial report to GOHSEP, OCD, and FEMA	Quarterly
	Closeout financial report to GOHSEP, OCD, and FEMA	June 2009
Task 6. Audit Documentation		
2(a)11.	Interim program audits by GOHSEP, SLA, FEMA, & HUD	As required or Requested
2(a)12.		
2(a)14.	Closeout program audit by GOHSEP, SLA, & FEMA	June 2009
Task 7. Individual Mitigation Measures		
2(a)12.	Assessment of performance of IMM activities through contribution to the weekly Metrics Report. Specific information to report will include:	Weekly
2(a)14.	<ul style="list-style-type: none"> <li>• Problems and issues encountered and corrective actions</li> <li>• Specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	
	Financial reporting system for reallocation of HMGP funds	November 15, 2006

**Exhibit B-1**  
**Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 8. Implement Individual Mitigation Measures		
	<ul style="list-style-type: none"><li>• Gather necessary home evaluation data to determine eligibility for IMM</li><li>• Conduct evaluations and other reviews to determine homeowner compliance with IMM</li><li>• Process homeowners' request for reimbursement for implementation of IMM</li><li>• Environmental review process specified/developed</li></ul>	<p>As scheduled</p> <p>As scheduled</p> <p>As received</p> <p>November 20, 2006</p>

\* The completion of the HMGP tasks by the dates shown is contingent on the provision of additional funding for the HMGP tasks through a contract modification by November 3, 2006.

**Exhibit B-1  
Deliverables and Expected Completion Date**

6. External Affairs

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
1.12	Develop and update a strategic communications and outreach plan that will include:	November 15,
2(a)12	<ul style="list-style-type: none"> <li>• Homeowner and rental communications and outreach plan</li> </ul>	2006 for 2006 and
2(a)14	<ul style="list-style-type: none"> <li>• Out-of-state outreach plan</li> <li>• Community outreach plan</li> <li>• Media plan and flow charts</li> <li>• Strategies for hard-to-reach clients such as elderly, low to moderate income and disabled</li> <li>• Metrics for assessing success</li> </ul>	November 30 for 2007 with Annual Updates as requested or annual (July 1)
	TV, radio and print placements and other strategies approved for homeowner program	Within 45 days of approved communications plan
	TV, radio and print placements and other strategies approved for rental program	Within 45 days of approved communications plan
	Collateral material to support homeowner and rental program	Monthly as needed
2(a)12.	Assess performance of strategic communications and outreach plan through contribution to the weekly Metrics Report.	Weekly
2(a)14.	Specific information to report will include: <ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Media placements</li> <li>• Community events held</li> <li>• Meetings with Parish Leadership or other community leaders</li> <li>• Success using specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD</li> <li>• Metrics on effectiveness by geographic area</li> </ul>	
	Summary outreach activities conducted by non-profit or faith-based organizations	Monthly

**Exhibit B-1  
Deliverables and Expected Completion Date**

7. MIS

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 1. Management		
2(a)12 2(a)14	Assessment of performance of MIS through contribution to the weekly Metrics Report. Specific information to report will include: <ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD</li> </ul> Closeout Plan – technical design to archive data with the State  Deliver and maintain a project work plan for all programmatic activities  Complete SAS 70 Review	Weekly Complete plan by March 2009  Complete transfer by June 12, 2009  November 8, 2006  January 15, 2007
Task 2. Applications		
1.2 2(a)4	Completed homeowners grant application eGrantsPlus – Increment revisions reflecting policy and programmatic change  Housing & Development Software for Rental – Phased rollout    Web deployment of scheduling applications Maintenance of all Phase I websites Collaboratory environment (Sharepoint data sharing site) HMGP – HMGP MIS module Contractors Registry	November 15, 2006 Periodic  Completed within 180 Days from Rental Design, Periodic updates  Ongoing  November 1, 2006 60 Days from HMGP Business Plan, Periodic updates
Task 3. Analysis		
2(a)4	Reporting – Spatially enabled online reporting database for OCD use only. Data dictionary to be supplied to OCD.	December 1, 2006

**Exhibit B-1  
Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
	Public Data Exchange – Data sharing with Parishes and the public	February 1, 2007
	GIS Online Services with interactive data access	February 1, 2007
	Data dictionary – delivered and maintained for all programs	December 1, 2006
Task 4. Call Center		
2(a)2	Assess performance of the call center through contribution to the weekly Metrics Report. Specific information to report will include: <ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	Weekly
	Business plan for Life cycle of call center through June 11, 2009	December 31, 2006 with monthly updates until call center closed
Task 5. Infrastructure		
1.2	New Centers and mobile units – Supporting IT infrastructure	With Facility Delivery
	Information Security – Periodic IT security assessments	Quarterly starting December 1, 2006
	IT infrastructure, application and QA including internal procedures and controls	

**Exhibit B-1  
Deliverables and Expected Completion Date**

8. Facilities/Logistics

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 1. Logistics Planning and Support		
1.3	Develop plan for the operation of the mobile teams	November 1, 2006
	Mobile centers in the field	
	Assess performance of facilities/logistics through contribution to the weekly Metrics Report. Specific information to report will include:	December 1, 2006
	<ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	Weekly
Task 2. Existing Facilities		
2(a)12	Periodic review of health and safety conditions at each Road Home facility, including handicapped accessibility issues.	Annual
2(a)14	Analysis of facility use – closure schedule	Monthly
	Periodic review of program security	Annual
Task 3. New Facilities		
1.3	Open a new Housing Assistance Center in Houston	November 15, 2006
	Open a new Housing Assistance Center in Louisiana	December 15, 2006

**Exhibit B-1  
Deliverables and Expected Completion Date**

9. Anti-Fraud

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
2(a)11	Submission of anti-fraud plan and procedures for both the Homeownership Program, and the Rental Programs including	November 1, 2006
2(a)12	Small Rental, Piggy Back, and the Homeless initiative.	Weekly
2(a)14	For the Homeowner and Small Rental Programs, assess performance of anti-fraud activities through contribution to the weekly Metrics Report. Specific information to report will include:	
	<ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Specific reporting metrics to be developed</li> <li>• Advisors personal applications completed and ICF review for any irregularities.</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	Bi-weekly
	Bi-weekly oral reports on anti-fraud activity	As Requested
	Written reports on anti-fraud activity	

**Exhibit B-1  
Deliverables and Expected Completion Date**

10. Administration/Training/Human Resources

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 1. Management		
Task 2. Contracts and Finance		
2(a)12	Assess performance of administration/training/human resources activities for Homeownership and Small Rental Program	Weekly
2(a)14	through contribution to the weekly Metrics Report. Specific information to report will include:	
3.3	<ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> </ul>	
3.3.1	<ul style="list-style-type: none"> <li>• Training deliveries to Road Home staff</li> </ul>	
3.3.2		
3.3.3	<ul style="list-style-type: none"> <li>• Staff hiring pipeline report</li> </ul>	
3.3.4	<ul style="list-style-type: none"> <li>• Turnover rate of staff</li> </ul>	
3.4	<ul style="list-style-type: none"> <li>• Other reporting as deemed necessary by OCD</li> </ul>	
3.5		
	Maintain and update administration organizational structure	Quarterly
	Report on subcontractor activity in the format specified by OCD	Monthly
	Updated report on conflicts of interest issues of ICF and subcontractors in a format specified by OCD. All ICF employees and subcontractor employees are required to disclose existing conflict of interest situations, in a format established by OCD.	Monthly
	Maintain and update program human resources policy	Quarterly
	Close out all files related to Homeowner Assistance and Small Rental programs	June 2009
	Final program activity and financial reports	June 2009
	All other documentation and certifications required by the contract and terms of federal funding	June 2009
Task 3. Audit		
2(a)12	Responses to audit related requests for both Homeownership and Small Rental Programs	Ongoing
2(a)14		
	Annual A-133 audit report	March 31, 2007

**Exhibit B-1  
Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 4. Privacy		
2(a)12 2(a)14	Develop and implement Privacy policy for both Homeownership and Small Rental Programs	November 15, 2006
Task 5. Property and Purchasing		
2(a)12. 2(a)14	Submit Property report	Quarterly
Task 6. Ombudsman/Ethics		
2(a)12 2(a)14	Develop Ombudsman procedures and policy	November 15, 2006
Task 7. Compliance		
2(a)12 2(a)14	Maintain and update Compliance Plan for both Homeownership and Small Rental programs	Annually
Task 8. Training		
2(a)1 2(a)2 2(b)2 1.9 1.10 1.11	Summary of training performed and analysis of training need for OCD approval for both Homeownership and Small Rental programs	November 15, 2006, Quarterly thereafter
	Homeowner Construction Representative Training: Agendas, locations, evaluation summaries, listing of attendees	Agendas and locations ten days prior to each training
	Building and Design Professionals Training: Agendas, locations, evaluation summaries, listing of attendees	
	Financial Institutions Training: Agendas, locations, evaluation summaries, listing of attendees	
	Evaluation summaries and list of attendees	Within 30 days after delivery of each training session

**Exhibit B-1  
Deliverables and Expected Completion Date**

11. Management/Program Management Office/QAQC/Performance Measurement

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
<b>Task 1. Management</b>		
2(a)12.	For both Homeownership and Small Rental (when it is operational) direct performance of the program.	Weekly and monthly
2(a)14.	Assess and report on performance of program.	
	Prepare performance reports including the weekly Pipeline Report, the weekly Metrics report, and other monthly activity reports.	Weekly and monthly
	Financial Dashboard	Biweekly
	Cash Flow Projection	Biweekly
<b>Task 2. Best Practices</b>		
2(a)12	Prepare change management* requests for OCD review and decision for both Homeownership and Small Rental	Periodic
2(a)14	Comprehensive policy and procedure manual for all activities.	November 15, 2006
* Change Management process is to be designed to be web based		
<b>Task 3. QA/QC, Compliance, and Performance Management</b>		
2(a)10	Assess performance of quality assurance activities for both Homeownership and Small Rental through contribution to the	Weekly
2(a)12	weekly Metrics Report. Specific information to report will include:	
2(a)14	<ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Survey results from each program</li> <li>• Operational and programmatic metrics</li> <li>• Other reporting as deemed necessary by OCD</li> </ul>	
	Define ICF targets to assure deadlines for performance will be meet	December 1, 2006
	Survey and report on those not served and those who did not get served well to identify problem areas	Quarterly beginning December 1, 2006

**Exhibit B-1**  
**Deliverables and Expected Completion Date**

<b>SOS Task(s)</b>	<b>Deliverable</b>	<b>Due Date</b>
	Report on performance measurement and reporting on CDBG compliance	Monthly

**Exhibit B-1  
Deliverables and Expected Completion Date**

F12. Policy/Other

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
<b>Task 1. Policy and Program Updates</b>		
1.15 2(a)12 2(a)14	<p>For both Homeownership and the Rental Programs including Small Rental, Piggyback, and the Homeless initiative, assess performance of policy and related activities through contribution to the weekly Metrics Report. Specific information to report will include:</p> <ul style="list-style-type: none"> <li>• Progress made, problems and issues encountered and corrective actions taken</li> <li>• Specific reporting metrics to be developed</li> <li>• Other reporting as deemed necessary by OCD</li> <li>• Separate reports are required for each program area</li> </ul> <p>Complete monitoring plans for all CDBG program requirements for the following programs:</p> <ul style="list-style-type: none"> <li>• Homeowner Program</li> <li>• Small Rental Assistance Program</li> <li>• Housing Development Program</li> <li>• Hazard Mitigation Grant Program</li> <li>• Non- Profit Homeowner Assistance</li> <li>• Addendums, if any, to the monitoring plans of the Louisiana Housing Finance Agency for the Piggyback LIHTC Program</li> <li>• Individual mitigation measures (Part of the Homeowner Program)</li> </ul>	<p>Weekly</p> <p>November 30, 2006</p>
<b>Task 2. Piggyback Program Design and Policy</b>		
1.15 2(a)12 2(a)14	<p>Written analyses of all Piggyback projects requesting CDBG funding:</p> <ul style="list-style-type: none"> <li>• 2006 applications</li> <li>• 2007 applications (if OCD offers a second round)</li> </ul> <p>15-20 legal <u>templates</u> (OCD counsel will need to fine tune deal by deal)</p> <p>Compliance monitoring checklists ,, implementation plan, procedures and staffing options (for ensuring compliance will all program requirements such as Davis Bacon, environmental compliance, supportive services etc. )</p>	<p>November 3, 2006 3 weeks after application due date</p> <p>February 28, 2007</p> <p>March 30, 2007</p>

**Exhibit B-1  
Deliverables and Expected Completion Date**

SOS Task(s)	Deliverable	Due Date
	Asset Management procedures, implementation plan, and staffing options	April 30, 2007
	PBRA:	May 31, 2007
	<ul style="list-style-type: none"> <li>• Prepare RFP including SOW</li> <li>• Review of responses</li> </ul>	3 weeks after submissions
	Written guidance, spreadsheets and other analysis – TBD if/as issues arise post-award , including guidance on establishing new program options such as a Piggyback program designed to complement the 4% tax credit.	TBD as tasked by OCD
Task 3.	Develop “Homeless” Program	
1.15	Final Homeless Plan with description and budgets for four homeless initiatives	2 weeks after final program decisions
2(a)12		
2(a)14		
	Final Notice of Funding Availability (NOFA) documents– may include multiple NOFAs	4 weeks after final program decisions
	<ul style="list-style-type: none"> <li>• Pre-bid Workshop(s)</li> <li>• Q&amp;A Response</li> <li>• Review of proposals completed</li> </ul>	2 weeks after NOFA is issued 2 weeks after pre-bid Workshop 3 weeks after bid closes
	Monthly Status Reports on Sponsor TA	Monthly, November, 2006 – December 2006
	Program policies, procedures, and guidance document	Nov. 30, 2006
	PSH Workshop	Nov. 30, 2006
	Guidance on Referral systems	Dec. 31, 2006
	Monthly Status Reports on Technical Assistance to Project Sponsors	Monthly, January 2007 – June, 2007
	Monitoring and Compliance Workshop	Dec. 15, 2006
	Monitoring Plan	Nov. 30, 2006

**Exhibit B-1**  
**Deliverables and Expected Completion Date**

<u>SOS Task(s)</u>	<u>Deliverable</u>	<u>Due Date</u>
Task 4. Rebuilding Registry		
1.8	Updates of registry	As Needed
Task 5. Legal Services		
1.15 2(a)12. 2(a)14.	Legal review and recommendations to OCD	As Requested by OCD

EXHIBIT D-1 – Labor Categories and Rates

**On Site Rates**

<b>Labor Category</b>	<b>Rate (\$/hr)*</b>
Administrative Assistant 1	\$ 20.00
Administrative Assistant 2	\$ 35.00
Administrative Assistant 3	\$ 60.00
Analyst 1	\$ 35.00
Analyst 2	\$ 50.00
Analyst 3	\$ 60.00
Analyst 4	\$ 80.00
Application Analyst 1	\$ 70.00
Application Analyst 2	\$ 80.00
Billing AR Specialist	\$ 50.00
Budget and Financial Manager	\$ 100.00
Budget/Finance Specialist 1	\$ 50.00
Budget/Finance Specialist 2	\$ 60.00
Chief Program Executive	\$ 300.00
Communications Graphic Artist	\$ 50.00
Director 1	\$ 90.00
Director 2	\$ 110.00
Director 3	\$ 150.00
Facilities and Office Manager	\$ 90.00
Human Resource Manager 1	\$ 80.00
Human Resource Manager 2	\$ 100.00
Human Resource Professional 1	\$ 50.00
Human Resource Professional 2	\$ 75.00
Marketing Specialist 1	\$ 50.00
Marketing Specialist 2	\$ 65.00
Marketing Specialist 3	\$ 80.00
Program Manager 1	\$ 150.00
Program Manager 2	\$ 175.00
Program Manager 3	\$ 245.00
Program Manager 4	\$ 265.00
Program Manager 5	\$ 285.00
Project Administrator 1	\$ 75.00
Project Administrator 2	\$ 85.00
Public Relations 1	\$ 60.00
Subcontract Specialist 2	\$ 85.00
Supervisor 1	\$ 75.00
Supervisor 2	\$ 90.00
Supervisor 3	\$ 105.00
Supervisor 4	\$ 120.00
Systems Integrator	\$ 100.00
Tester 1	\$ 75.00
Tester 2	\$ 100.00
Security Guard (unarmed)	\$ 39.00
Security Guard (armed)	\$ 54.00

**Off Site Rates**

<b>Labor Category</b>	<b>Rate (\$/hr)*</b>
<b>KPMG</b>	
Executive Consultant/Proj Dir/Prin	\$ 295.00
Senior Consultant/Technical Expert	\$ 295.00
Staff	\$ 275.00
<b>Jones Walker</b>	
Senior Partner	\$ 375.00
Partner	\$ 320.00
Special Counsel	\$ 350.00
Senior Associate	\$ 260.00
Associate	\$ 225.00
Paralegal	\$ 150.00
<b>ICF and other subcontractors</b>	
Executive Consultant	\$ 295.00
Project Director	\$ 247.00
Senior Consultant	\$ 200.00
Technical Expert	\$ 175.00
Consultant	\$ 129.00
Junior Consultant	\$ 100.00
Research Assistant	\$ 75.00

**Exhibit B-1  
Deliverables and Expected Completion Date**

Exhibit E-1

<u>Real Estate Items</u>	<u>Unit Price</u>	<u>Comments/Notes</u>
RES Parcel Data – Data obtained from 17 Louisiana Parish Tax Assessors cleaned and normalized and providing determination points for the existence of 2005 Homestead Exemptions on Road Home applicants’ properties.	\$ 0.35	
FDS Flood Data – Flood Zone determination data augmented with Base Flood Elevation (BFE), Advisory Base Flood Elevation (ABFE) and geo-coordinate data on the properties of Road Home applicants.	\$ 8.00	
RES AVM – Pre-storm valuations on Road Home applicant properties creating using the RES Automated Valuation Model product known as PassProspector.	\$ 12.00	
RW Broker Price Opinion – Pre-storm valuations provided by licensed REALTORS/Brokers on Road Home applicant properties using the Broker Price Opinion product. This is used if the AVM does not yield results due to a lack of sufficient data.	\$ 85.00	
CREDCO Appraisal (URAR) – Pre-storm valuations provided in the Uniform Residential Appraisal Report (URAR) format by licensed Appraisers. This is used if neither the AVM nor the BPO is successfully completed.	\$ 460.00	
Grant Search – A title search of the public parish records in the parish of the Road Home applicant’s property. This title search has been customized to meet the requirements of The Road Home Grant transactions.*	\$ 196.00	To issue a title insurance policy for a disbursement to homeowners who decides to stay in their homes (repair/rebuild). First American conducts a basic title search to establish property ownership and identify certain liens (e.g. IRS property taxes). The “Grant Search” fee covers this work.
Grant Exam – An opinion of title rendered by a Louisiana attorney based on the Grant title search.	\$ 58.00	
Grant Policy – As approved by the Louisiana Department of Insurance, the First American Title Insurance Company of Louisiana product designed for The Road Home program insuring the State in Grant transactions.	\$ 150.00	* The price of Title Insurance is regulated by the Louisiana Insurance Rating Commission. The filed rate is \$150.00 per policy. The actual costs incurred will be charged to the State without additional G&A or fee.
Level 1 Clear Title – The clearance of title problems that can legally be performed by First American to allow the closing of a Road Home transaction.**	\$ 86.00	** The “Level 1 Clear Title” fee covers additional work that First American performs in order to “cure” minor problems with clearing a title to the point where First American can issue a title insurance policy. Contractor must coordinate with State’s other vendors (i.e. Non-profits) for most economical and efficient assignment of curative work.
Sale/Rental Search – A second, more comprehensive title search required on Road Home Sale transactions or in commercial, rental transactions.	\$ 305.00	To issue a title insurance policy for a disbursement to homeowners who decide to sell their property to the state, First American conducts a more involved title search to establish property ownership and identify all liens and encumbrances (e.g., contractor liens, easements). The “Sale/Rental Search” fee covers this more involved work.

**Exhibit B-1  
Deliverables and Expected Completion Date**

Sale/Rental Exam – The opinion of title rendered on the Sale title search.	\$ 144.00	
Sale/Rental Policy – An Owners Title Insurance Policy insuring the State based on the purchase price of any acquired Road Home applicant properties		* The price of Title Insurance is regulated by the Louisiana Insurance Rating Commission. The actual price depends upon the value of the policy. The quoted price represents the maximum allowed. The actual costs incurred will be charged to the State without additional G&A or fee.
	\$ 616.50	
Level II Clear Title – The clearance of title problems that require the legal services of an attorney.***		*** Contractor must coordinate with State’s other vendors (i.e. Non-profit legal service providers) for most economical and efficient assignment of curative work.
	\$ 575.00	
Closing – The signing event wherein the Road Home funds recipient completes the documentation required for their transaction.	\$ 282.00	
RES Parcel Data for three more yrs – Data for the same 17 parishes provided above allowing program compliance monitoring for the next three years based on the existence of 2006, 2007 and 2008 Homestead Exemptions on Road Home applicants’ properties.	\$ 1.15	
Banking Fees – Lender arrangements for Road Home recipients without a pre existing lender	\$ 275.00	

<u>Type of Evaluation</u>	<u>Unit Price</u>
Evaluations on total loss homes	\$ 350
Evaluations on partially damaged units and work in progress homes	\$ 550
Evaluations on completed homes	\$ 550
Quality Control Evaluation	\$ 550
Appeal Evaluations	\$ 625