PROFESSIONAL SERVICES AGREEMENT

Human Resources Consulting Services

Louisiana State Board of Cosmetology and incHRement, LLC

This Professional Services Agreement ("Contract") is entered into by and between the Louisiana State Board of Cosmetology, 11622 Sunbelt Court, Baton Rouge, Louisiana 70809 ("State," "Board," or "Agency"), and incHRement, LLC, PO Box 5312, Slidell, Louisiana 70460 ("Contractor" or "Consultant"), for professional Human Resources consulting services under the following terms and conditions.

1. Contract Effectiveness and State Approval

This Contract shall become effective only after it is fully executed by the parties and all approvals required by the Louisiana Office of State Procurement or other applicable State authority have been obtained. No work shall be performed and the State shall not be bound before final statutory and procurement approval.

2. Term of Contract and Renewal

The initial term of this Contract shall begin _____,2026 and shall end _____,2027, unless earlier terminated in accordance with this Contract. The initial term shall not exceed one year.

At the option of the State and with the acceptance of Contractor, this Contract may be extended for up to two additional one-year periods at the same or mutually agreed prices, terms, and conditions, subject to written amendment and all required State approvals. Total Contract duration shall not exceed thirty-six (36) months.

3. Statement of Work

Contractor shall provide Human Resources subject-matter expertise, review, analysis, recommendations, and consultation regarding practices, policies, procedures, systems, organizational structures, and operational activities that impact the governance and administration of Human Resources for the Board. Detailed services are set forth in Attachment A - Statement of Work.

Contractor serves in an advisory and consulting capacity. Contractor does not, solely by virtue of this Contract, possess appointing, disciplinary, payroll, contracting, fiscal, legal, or other governmental decision-making authority. Final determinations remain with the Executive Director, appointing authority, Board, State Civil Service, legal counsel, or other legally authorized State official, as applicable.

4. Compensation, Maximum Contract Amount, Invoicing, and Payment

Detailed fees are set forth in Attachment B - Price Schedule

Item	Amount / Rate	Terms
Professional HR consulting rate	$275.00 per hour	Applies to all authorized services under this Contract
Maximum Contract amount	$50,000.00	Not-to-exceed amount for the initial term unless amended in writing
Approximate maximum hours	181.82 hours	Estimate only; actual invoices are based on hours worked

Contractor shall invoice the Agency monthly based on actual services performed. Invoices shall include the applicable contract and/or purchase order number, dates of service, description of services performed, hours billed, authorized expenses, and any other documentation required by the State. Payment shall be made within approximately thirty (30) days after receipt of a properly executed invoice and approval by the State.

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

To support State fiscal-year closeout, Contractor shall submit invoices for work completed on or before June 30 no later than the first or second week of July, or by another closeout deadline provided by the Agency, so that prior fiscal-year funds may be used and the Agency may timely close its books.

5. State Project Manager / Contract Administrator and Authorized Signatory

Erin Marceaux, Executive Director, shall serve as the State Project Manager / Contract Administrator and shall be the principal State point of contact for assigning priorities and tasks, monitoring Contractor performance, coordinating access to information, and approving invoices. Erin Marceaux is also authorized to sign this Contract on behalf of the Board.

The Board has allocated funds for this Contract. No separate Board action is required for approval of this Contract beyond the approvals required by applicable State procurement procedures.

6. Expenses

Reasonable and necessary out-of-pocket expenses incurred in performing authorized services may be reimbursed when pre-approved by the State Project Manager or otherwise permitted by Agency procedures. Reimbursable expenses may include mileage at the then-current applicable government rate, approved training materials, and other documented project expenses. No expense is reimbursable unless permitted by State law and Agency procedure.

7. Taxes

Contractor agrees that all applicable taxes are included in the agreed rates. Contractor acknowledges that a Louisiana Department of Revenue tax-clearance certificate may be required for approval of this Contract and represents that it shall remain compliant in filing applicable tax returns and reports and in paying taxes, interest, penalties, and fees owed to the State.

8. Termination

The State may terminate this Contract immediately for grounds authorized by Louisiana law or the Louisiana Procurement Code, including misrepresentation, fraud, collusion, unlawful procurement conduct, material conflict with law, debarment grounds, or other legally authorized bases.

The State may terminate for cause upon written notice identifying the Contractor's failure and providing the cure period required by applicable State procurement requirements. The State may or Contractor may also terminate for convenience upon thirty (30) days' written notice to the other party or by negotiated effective date. Contractor shall be paid for authorized services performed through the effective date of termination.

9. Contract Modifications

No amendment or modification shall be valid unless made in writing and approved as required by law. Changes in compensation, term, scope of work, or assignment of the Contract shall be documented through an approved written amendment or other authorized State procurement instrument.

10. Ownership of Work Product and Records

Board records, source documents, personnel records, grievance materials, and other State-owned records remain the property of the State. Board-specific final deliverables prepared and paid for under this Contract shall be owned by or provided for the governmental use of the State as required by applicable Louisiana procurement requirements.

Notwithstanding the foregoing, Contractor retains ownership of pre-existing intellectual property, methodologies, templates, assessment frameworks, training materials, tools, know-how, and reusable consulting materials developed independently of this Contract. Nothing in this Contract transfers ownership of Contractor's pre-existing intellectual property or third-party licensed materials except as expressly required by an approved written provision.

11. Human Resources Designee / Grievance Responsibilities

Responsibilities relating to the Board's grievance procedure may be assigned to Contractor only through a separate written delegation from the Executive Director or other authorized Agency representative. Any such designation shall be made on a case-by-case basis and may apply to all grievances, particular categories of grievances, or grievances presenting an actual or potential conflict for Agency staff.

Any delegation to Contractor shall be limited to advisory and administrative support, including process guidance, routing, timeline monitoring, documentation review, meeting preparation, fact development, and recommendations. Contractor shall not make final grievance determinations. Final grievance decisions shall be made by Agency staff in accordance with the Board's grievance policy, applicable Civil Service requirements, and legal advice as appropriate.

12. Public Records, Subpoenas, Confidentiality, and Agency-Controlled Data

Contractor shall protect confidential personnel, medical, grievance, investigation, financial, and other nonpublic information received in connection with this Contract and shall not release Agency records directly except when expressly authorized by law or by the Agency.

Any public-records request or subpoena concerning Board records received by Contractor shall be promptly forwarded to Erin Marceaux, Executive Director, and, when appropriate, Agency legal counsel. The Agency shall handle public-records requests. Before responding to a subpoena involving Agency records, Contractor shall provide the subpoena to the Agency so that the Agency may determine whether to comply, object, or otherwise respond as lawful custodian of the records. Contractor shall comply with lawful obligations after Agency review, subject to applicable law.

To minimize Contractor possession of confidential employee information, the Agency should provide, when practicable, a secure Agency-controlled network, cloud-storage location, or other Agency-controlled file-sharing environment for confidential records needed to complete Contract deliverables.

13. Right to Audit, Record Retention, and Cooperation

The State Legislative Auditor, federal auditors, internal auditors of the Board, the Division of Administration, and other authorized State or federal oversight entities may audit accounts and records directly pertaining to this Contract. Contractor shall retain books, records, invoices, supporting documentation, and other documents relevant to this Contract and the expenditure of State funds for five (5) years after final payment, or longer if required by applicable federal law.

Contractor shall fully cooperate with authorized audits and oversight requests and shall provide information and records relevant to the Contract when lawfully requested, including after termination of the Contract. Contractor shall not impede the State's right to audit or withhold State-owned documents.

14. Information Security and Cybersecurity

Cyber liability insurance is not required for this Contract because data handling or storage is incidental to the HR consulting deliverables rather than an integral contract deliverable. Contractor shall nevertheless comply with applicable State information-security requirements and promptly report any known breach or security incident involving State information.

If Contractor personnel are provided State credentials, State equipment, VPN access, or other access to State government information technology assets that triggers statutory cybersecurity-training requirements, those personnel shall complete required cybersecurity training and provide evidence of compliance upon request.

15. Indemnification, Duty to Defend, Liability, and Insurance

The State's standard professional-services provisions concerning duty to defend, contractor liability, indemnification, intellectual-property indemnification, limitations of liability, and other remedies are incorporated into this Contract to the extent required by the Office of State Procurement and applicable law.

Contractor shall maintain insurance required by the State for this professional consulting engagement, including General Liability coverage of at least $1,000,000 per occurrence and $2,000,000 general aggregate and Professional Liability / Errors and Omissions coverage of at least $1,000,000

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

16. Contractor Personnel and Subcontractors

Contractor may use qualified incHRement employees under Contractor's supervision to perform authorized services, subject to applicable State requirements. A third-party subcontract may not be entered into without prior written permission from the State and/or Agency.

Subcontract approval shall be handled on a case-by-case basis so that the Agency may determine whether the proposed subcontractor is eligible to do business with the State and whether the proposed subcontract complies with applicable legal and procurement requirements. Subcontract approval does not require an amendment to this Contract unless the underlying Contract scope, compensation, term, or other material terms are changed.

Before approval, Contractor shall provide the proposed subcontract and information reasonably requested by the Agency regarding the subcontractor's identity, qualifications, eligibility, insurance, and proposed duties. Any required provisions from the main Contract shall be incorporated into the subcontract. Agency review of a subcontract is solely for the Agency's compliance purposes and does not constitute legal advice to or for the benefit of Contractor.

17. Ethics, Civil Rights, E-Verify, and Use of Funds

Contractor shall comply with applicable Louisiana Code of Governmental Ethics requirements, civil-rights and nondiscrimination laws, E-Verify requirements, suspension/debarment certifications, and restrictions on the use of State contract funds, including prohibitions applicable to lobbying or election advocacy using Contract proceeds.

18. Governing Law and Contract Controversies

This Contract shall be interpreted under Louisiana law, including the Louisiana Procurement Code and applicable purchasing rules, regulations, executive orders and State terms and conditions. Any claim or controversy arising out of this Contract shall be resolved pursuant to La. R.S. 39:1672.2–1672.4. After exhaustion of required administrative remedies, venue shall be as provided by applicable Louisiana law.

19. Complete Contract; Severability; Waiver

This Contract, including its attachments, purchase order, approved amendments, and any mandatory State provisions incorporated by reference, constitutes the complete agreement of the parties regarding the services described herein. If any provision is held invalid, the remaining provisions shall continue to the fullest extent permitted by law. A waiver of one breach shall not constitute a waiver of any prior or subsequent breach.

20. Termination for Non-Appropriation

Continuation of this Contract is contingent upon the availability and appropriation of funds. If sufficient funds are not appropriated or otherwise made available for continuation of the Contract, the State may terminate the Contract in accordance with applicable Louisiana procurement law without penalty, and Contractor shall be compensated for authorized services satisfactorily performed through the effective date of termination.

21. Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. The Contractor shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/. The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

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

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

22. Prohibition of Discriminatory Boycotts of Israel

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

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

23. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

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

Unless otherwise exempted by law, by entering into this Contract, the Contractor certifies the following:

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

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

24. Signatures

LOUISIANA STATE BOARD OF COSMETOLOGY	**incHRement, LLC**
By: _____	By: _____
Erin Marceaux, Executive Director	Gretchen McKinney, SHRM-SCP, SPHR
State Project Manager / Contract Administrator	Owner and Chief People Strategist
Date: _____	Date: _____

Attachment A - Statement of Work

Louisiana State Board of Cosmetology - Human Resources Governance, Stabilization, and Support.

A. Engagement Objectives

- Provide the Executive Director and Board with independent HR expertise for employee relations, grievance management, policy administration, organizational review, and workforce stabilization.
- Provide reviews, analysis, and consultation regarding practices and procedures that impact the governance of Human Resources for the Board.
- Review and consultation regarding recruitment, candidate screening, minimum-qualification review, selection documentation, interviewing practices, hiring, onboarding, promotion, transfer, vacancy planning, and related workforce processes.
- Create consistent, documented, and defensible HR processes aligned with Board policy, applicable State Civil Service requirements, and management expectations.
- Build internal HR capacity and clarify the division of responsibilities among the Executive Director, supervisors, and designated internal personnel.

B. Authorized HR Consulting Workstreams

- HR policy, procedure, form, and internal-control review; policy modernization; Civil Service alignment; and implementation recommendations.
- Organizational review, including organization chart, reporting relationships, classified and unclassified positions, supervisory responsibilities, section-head duties, job descriptions, and job classifications.
- Performance-management review, supervisor expectations, documentation practices, coaching, leadership development, and management training.
- Employee relations consultation, workplace issue triage, management coaching, corrective-action guidance, disciplinary-process consultation, administrative leave and separation support, and related documentation.
- Grievance-process support when specifically assigned in writing, subject to Section 11 of the Contract.
- Workplace investigations and fact-finding when authorized, including scoping, interviews, document review, analysis, written findings, and recommendations.
- Training and development for supervisors, managers, and designated internal HR resources, including train-the-trainer support when appropriate.
- Behavioral assessments, team communication, and organizational effectiveness.
- Strategic HR planning, prioritized implementation roadmap, internal capacity building, and recommendations regarding the Board's sustainable long-term HR operating model.

C. Coordination and Decision Rights

Contractor will coordinate with Erin Marceaux, Executive Director and State Project Manager / Contract Administrator, and may coordinate with Board leadership, State Civil Service, Agency legal counsel, supervisors, fiscal personnel, and other authorized resources as appropriate. Contractor provides professional HR advice and recommendations and does not provide legal advice.

D. Prioritization of Services

Services and deliverables shall be prioritized by the Executive Director and Contractor according to risk, urgency, statutory or Civil Service deadlines, organizational need, available documentation, and the remaining authorized Contract budget. Inclusion of a workstream in this Statement of Work does not require completion of every listed activity within the initial Contract term.

Attachment B - Price Schedule

Service Category	Rate	Contract Treatment
All authorized HR consulting services	$275.00/hour	Counts toward the $50,000 maximum Contract amount
Employee relations / grievance support / Workplace investigations / fact-finding	$275.00/hour	Same rate; counts toward the $50,000 maximum
Training / policy review / organizational analysis	$275.00/hour	Same rate; counts toward the $50,000 maximum
Maximum initial-term compensation	$50,000.00	May be increased only by approved written amendment or other State-authorized modification

Estimated maximum available consulting time at the stated rate is approximately 181.82 hours. This figure is provided for planning purposes only; actual compensation is based solely on authorized hours worked and approved expenses, subject to the $50,000 maximum Contract amount.