

**LOUISIANA HOUSING CORPORATION
CONTRACT FOR PROFESSIONAL SERVICES
DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION
CSRS DISASTER RECOVERY MANAGEMENT, L.L.C.**

BE IT KNOWN THAT, the **Louisiana Housing Corporation** (“Corporation” or “LHC”), with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana, 70808 and **CSRS Disaster Recovery Management, L.L.C.**, (“Contractor”), with its principal place of business located at 6767 Perkins Road, Suite 200, Baton Rouge, Louisiana 70808, (collectively referred to as the “Parties”) do hereby enter into this Contract for Professional Services (hereinafter referred to as the “Contract” or “Agreement”) under the following terms and conditions, with the effective date of August 1, 2020:

I. SCOPE OF SERVICES

- A. Contractor shall oversee Disaster Recovery Grant Management and Administration and provide the scope of services as indicated in the Request for Proposals for Disaster Recovery Grant Management and Administration issued by the LHC on July 13, 2020 and incorporated herein by reference. The Contractor will serve as the Project Management Officer responsible for the management of overall project assignments to ensure that supplemental staff are appropriately and effectively assigned to tasks approved by LHC.
- B. The Contractor agrees to provide project management services on a per-project basis as requested by the LHC in accordance with the terms of this Contract. The actual scope of services under an individual project may vary from project to project according to specific project requirements and related needs. In general, the anticipated scope of services for the projects may include, but are not limited to:
 - 1. Grants Management – Provide overall coordination, tracking of operations, administration and expenses, and reporting to ensure efficient and effective response and operations to meet the housing needs related to the impacts of disaster recovery, under the administration of LHC. Provide technical staff necessary for operations, project administration services, grant management services, contractor oversight and overall compliance for disaster recovery housing programs.
 - 2. Project Administration Support and Supplemental Staffing – Provide qualified staff to support needs critical for housing response related to the impacts of disaster recovery, under the administration of LHC.
- C. The Corporation shall authorize the Contractor to commence the requested services via a written Task Order. Task Orders will require written approval by both the Contractor, as well as by the Executive Director or other designee of the LHC. The individual services to be performed, technical requirements, completion and acceptance criteria, schedule, compensation, and billing milestones will be set forth in the individual Task Order. No work is to begin until a Task Order is approved, and any work that begins

prior to the receipt of a Task Order may not be paid. Task Orders may be updated as needed throughout the term of this Contract.

- D. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract and the respective Task Orders.
- E. Any subsequent changes to a previously submitted Task Order shall be made by the LHC in writing.
- F. **Duration.** This agreement shall commence on the Effective Date and shall continue for a period of Sixty (60) months. It is understood and acknowledged by the Contractor that the Services described above are expected to be completed within this time period.
- G. **Monitoring Plan.** Task Order progress tracking will be accomplished through regular reports from the Contractor, at frequency specified by LHC. Analysis and comparison of the information in the reports against the respective Task Order for these items will provide the monitoring information necessary to ensure successful performance and completion of the Contractor's obligations.

II. PAYMENT TERMS

- A. In consideration for the services described herein, the Corporation hereby agrees to pay the Contractor in accordance with the schedule of fees set forth below. The total contract amount will be designated to each Task Order, which the amount may be modified from time to time by an amendment. No representation is made by Contractor that the services set forth herein can be completed for such an amount or amounts.
- B. The Contractor shall submit monthly itemized invoices. Contractor will invoice the Corporation no less than once a month, with the invoice period ending by close of business on the last Friday of the month. Such itemized invoices must contain, at a minimum, the following information: identification of the individual(s) providing the service; brief description of the service provided and the date on which it was done. Under normal circumstances, the LHC should remit payment to the Contractor within thirty (30) days of approval of invoices. Payment will be made upon approval of invoice by the LHC Chief Operations Officer, or other designee of the Executive Director of the LHC.
- C. **Labor Costs.** Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the LHC documenting hours expended multiplied by the applicable hourly rate set forth below. All invoices will be supported by documentation including, but not limited to, the name of the person performing the work, labor category, hours worked, bill rate, timesheet summary report, and such other information as determined by the LHC. Other direct costs shall be reimbursed, only as specifically set forth herein this Contract or the Task Order.

Position	Hourly Rate
Project Executive/Agency Liaison	\$ 250.00
Grants Administration Director	\$ 200.00
Senior Federal Policy SME	\$ 200.00
Grants Administration Manager	\$ 175.00
Facilities/Assessment Lead	\$ 190.00
Finance Lead	\$ 100.00
IT/Reporting Lead	\$ 175.00
Compliance and Closeout Lead,	\$ 185.00
Senior Compliance Manager	\$ 160.00
Compliance Grants Manager	\$ 145.00
Reimbursement Specialist	\$ 145.00
Closeout Specialist	\$ 130.00
Accounting/Audit Support	\$ 125.00
Business Analyst	\$ 100.00
Damage Assessor	\$ 125.00
Cost Estimator	\$ 155.00
Administrative Coordinator	\$ 70.00

- D. Materials/Expenses Costs.** LHC will reimburse the Contractor for approved other direct costs including costs for messenger and delivery services, non-standard copying services (such as presentation packages, public information products, etc.) or equipment leasing. LHC shall reimburse the Contractor for travel, lodging, and other per diem expenses for approved out-of-town travel in connection with work under this contract. The Contractor shall be reimbursed at the GSA travel reimbursement rates.
- E.** Contractor agrees to submit monthly statements. It is understood that should Contractor fail to submit statements within thirty (30) days following the end of each month, LHC shall not be responsible for payment thereof.

III. LICENSES, PERMITS, AND INSURANCE

- A. Licenses & Permits.** Contractor shall possess all permits, licenses and certificates necessary for the conduction and performance of this Contract as specified herein and as required by all federal, state, parish and municipal agencies. Contractor agrees that licenses, permits and certificates will be obtained and maintained on active status during the duration of this Contract.
- B. Minimum Scope and Limits of Insurance.** The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder by the Contractor, its agents, representatives, employees or Subcontractors. The minimum scope and limits of insurance to be purchased and maintained are as follows:

1. *Workers Compensation.* Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of five hundred thousand dollars (\$500,000) per accident/per disease/per employee.
2. *Commercial General Liability.* Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000). The Insurance Services Office ("ISO") Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. *Deductibles and Self-insured Retentions.* Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.
- b. The Contractor's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. *Workers Compensation and Employers Liability Coverage.* The insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents,

employees and volunteers for losses arising from work performed by the Contractor for the Corporation.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Corporation. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

D. Acceptability of Insurers. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Contract.

E. Contractor alone shall be responsible for investigation and payment of claims not covered by insurance. The Corporation shall not in any way be responsible for payment of any claims determined to be Contractor's responsibility under this Agreement.

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

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

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

- G. **Subcontractors.** If Applicable, Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of Subcontractor's Certificates at any time.
- H. **Workers Compensation Indemnity.** In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Corporation.
- I. **Indemnification/Hold Harmless Agreement.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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

IV. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation.

V. TERMINATION FOR CAUSE OR CONVENIENCE

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. The Corporation has the right to cancel this Contract upon less than thirty (30) day notice due to budgetary reductions without any liability incurring onto LHC or the State of Louisiana.

Notice shall be sent Certified Mail, return receipt requested, to the addresses set forth in Section VI, below.

VI. NOTICE

Any notice, request, instruction or other document to be given hereunder to any party by another shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth in this Contract. A party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed.

If to Corporation: E. Keith Cunningham, Jr., Executive Director
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808

If to Contractor: Christopher J. Pellegrin, Manager
CSRS Disaster Recovery Management, L.L.C.
6767 Perkins Road, Suite 200
Baton Rouge, LA 70808

VII. COVENANT AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

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

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

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

VIII. GENERAL COMPLIANCE

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

IX. FINANCIAL MANAGEMENT

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

Contractor shall administer its program in conformance with OMB Circulars A-87 Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The contractor is responsible for having all Subcontractors and project sponsors administer their programs in conformance with OMB Circulars A-87 Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

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

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

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

X. CODE OF ETHICS

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Contractor in the performance of Services called for in this Contract. Contractor agrees to immediately notify the LHC if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract. This provision shall not apply as it relates to Section 3 of Executive Order 37 JBE 2020 related to suspension of the two-year limitation on public employees, following their separation from public service, contracting with their former agency as more fully set forth in La. R.S. 42:1121(B)(1) for the duration of the COVID-19 public health emergency. Fin

XI. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

XII. ENERGY EFFICIENCY

If applicable, the Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The LHC will provide such standards and policies to Contractor as a pre-condition of this stipulation.

XIII. DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.

XIV. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVES

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

XV. NO THIRD PARTY BENEFICIARIES

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement.

XVI. GENERAL TERMS AND CONDITIONS

- A. **Term of Contract.** This Contract shall begin on August 1, 2020 and shall terminate on July 31, 2023, but may be extended thereafter by mutual agreement of the parties through a written amendment to the Contract. If extended upon mutual agreement of the parties, the total term of the contract including any extensions shall not exceed five (5) years.
- B. **Amendment.** This Contract constitutes the entire agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or agreement not incorporated in the Contract through an amendment is binding on any of the parties.
- C. **Waiver.** The waiver of any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Contract may only be modified as set forth in Section XVI(B), above.
- D. **Assignment.** Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts

without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.

- E. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Contract. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Contract, if so requested.
- F. **Ongoing Duty of Cooperation.** Contractor has the duty to fully cooperate with the LHC and provide any and all requested information, documentation, etc., to the LHC when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the LHC's right to audit and shall not withhold LHC-owned documents.
- G. **Governing Law and Disputes.** This Contract is governed by and shall be interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, Louisiana.
- H. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Contract. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- I. **Subcontractors.** Contractor may enter into subcontracts with third parties for the performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the LHC for any breach in the performance of Contractor's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the LHC shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.
- J. **Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of

the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

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

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

- K. **Eligibility Status.** Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension", as set forth at 24 C.F.R. Part 24.
- L. **Continuing Obligation to Disclose Suspension or Debarment.** Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration ("GSA"). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- M. **Severability.** The provisions of this Contract are severable and if for any reason a clause, sentence, paragraph or other part of this Contract shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- N. **Ownership.** All records, reports, documents and other material delivered or transmitted to Contractor by Corporation shall remain the property of Corporation, and shall be returned by Contractor to Corporation, at Contractor's expense, at termination or expiration of this Contract. All LHC records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Corporation, and shall, upon request, be returned by Contractor to Corporation, at Contractor's expense, at termination or expiration of this Contract.
- O. **Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the LHC and all such rights shall belong to the LHC.
- P. **Fiscal Funding.** The continuation of this Contract may be contingent upon the appropriation of funds by the Corporation to fulfill the requirements of the Contract. If the Corporation fails to appropriate sufficient monies to provide for the continuation of the Contract, the Contract shall terminate on the last day of the fiscal year for which

funds have been appropriated. Such termination shall be without penalty or expense to the Corporation except for payments that have been earned prior to the termination date.

Q. Confidentiality

1. The Contractor will take every step possible to minimize any disclosure or unauthorized access to any personally identifiable information that it has in its possession. It will comply with any applicable federal provisions dealing with the confidentiality of any information in its possession, including but not limited to, the reporting requirements in both The Privacy Act of 1974, 5 U.S. C. §552a, and in Louisiana's Database Security Breach Notification Laws, La. R.S. 51:3071 through 3077.
2. All financial, statistical, personal, technical and other data and information relating to the LHC's operation which are designated confidential by the LHC and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the LHC. The identification of all such confidential data and information as well as the LHC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the LHC in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the LHC to be adequate for the protection of LHC's confidential information, such methods and procedures may be used, with the written consent of the LHC, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.
3. All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the LHC. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

- R. Conflict of Interest.** Contractor covenants that it has no known conflicts of interest, and commits that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

- S. **Force Majeure.** Neither party will be held responsible for any delay or failure in performance of any part of this Contract to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control, including, but not limited to war, revolution, riot, labor strike, or an Act of God.
- T. **Compliance with Federal Procurement.** This Contract is intended to comply with federal procurement guidelines located at 2 C.F.R. § 200, et al.

XVII. COMPLIANCE WITH APPLICABLE FEDERAL LAW

The parties agree to comply with *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. To the extent not covered under another section of this Contract, such provisions are enumerated here.

In addition to other provisions required by the Federal-agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions cover the following as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. ***Equal Employment Opportunity.*** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. ***Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).*** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the

statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).*** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. ***Rights to Inventions Made Under a Contract or Agreement.*** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of the experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. ***Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.*** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

- H. ***Debarment and Suspension (Executive Orders 12549 and 12689).*** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).*** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing and affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. See § 200.322 Procurement of recovered materials.
- K. Additional Requirements include SECTION 3 Compliance in Employment and Training, to the extent feasible. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

XVIII. ENTIRE AGREEMENT

This Contract sets forth the entire agreement and understanding between LHC and Contractor relating to the subject matter herein and supersedes all prior discussions or representations between the parties.

THUS DONE AND SIGNED by the duly authorized representatives of the Corporation and the Contractor on the day, month and year indicated below.

LOUISIANA HOUSING CORPORATION



E. Keith Cunningham, Jr., Executive Director

Date

September 16, 2020

**CSRS DISASTER RECOVERY
MANAGEMENT, LLC**



Christopher J. Pellegrin, Manager

09/14/2020

Date