

**LOUISIANA HOUSING CORPORATION
CONTRACT FOR PROFESSIONAL TITLE, CLOSING, AND FORECLOSURE
SERVICES
CDBG-DR HOUSING PROGRAMS
TEAM TITLE, LLC d/b/a TEAM CIVIC SOLUTIONS**

BE IT KNOWN THAT this Contract for Professional Title, Closing, and Foreclosure Services (hereinafter sometimes referred to as "Contract" or "Agreement") is entered into by and between the **Louisiana Housing Corporation** with its principal place of business at 2415 Quail Drive, Baton Rouge, Louisiana 70808 (hereinafter sometimes referred to as the "LHC" or "Corporation"), and **Team Title, LLC d/b/a Team Civic Solutions** with its principal place of business at 1200 West Causeway Approach, Suite 8, Mandeville, Louisiana 70471 (hereinafter sometimes referred to as "Contractor" or "Counsel").

I. Scope of Services

The Contractor shall provide professional title, closing, and foreclosure services to the Corporation as needed, for Community Development Block Grant – Disaster Recovery (hereinafter "CDBG-DR" or "Program(s)") Programs administered, in whole or in part, by the Corporation and its partners with the Louisiana Office of Community Development ("OCD"). Those Programs include, but are not limited to:

- (1) PRIME;
- (2) Rural Rental Rehabilitation Program;
- (3) Rental Restoration and Development Program;
- (4) Louisiana Neighborhood Landlord Rental Program I;
- (5) Louisiana Neighborhood Landlord Rental Program II;
- (6) Louisiana Neighborhood Landlord Rental Program III;
- (7) East Baton Rouge Rebuilds Rental Program;
- (8) East Baton Rouge Rebuild Developer Program;
- (9) Small Rental Property Program; and,
- (10) Any other programs that may subsequently be funded, in whole or in part, by CDBG-DR Program funds and administered by LHC throughout the course of this Contract.

Contractor agrees to advise and assist the Corporation with the CDBG-DR immovable property services, as follows:

A. Title Services

1. *Abbreviated Title Search.* Contractor shall investigate all necessary land records to confirm the existence of a recorded instrument evidencing the title of an

applicant and/or co-applicant to the relevant Program as the owner of record of the subject property at the time of the reported disaster subject to the Program to the present date. A form “Abbreviated Title” shall be provided to the LHC. No title exam or title insurance policy shall be provided in conjunction with abbreviated title. A Tax Parcel ID shall be provided in addition to the verification of title.

2. *Full Rental Property Title Examination.* Contractor shall provide the LHC a title opinion based on a comprehensive title search. A Full Rental Property Title Examination, in contrast to abbreviated title review, shall include a complete search of the conveyance records and the mortgages and lien records and disclose not only ownership but also all matters of public record attached to the subject property and the applicant/co-applicant and shall be rendered by a Louisiana attorney prior to issuance of a Full Title Insurance Policy. Full title searches (30 year) and exams shall be utilized.
3. *Title Update-Non-Contractor Files.* Title examination and opinion update from the date of issuance of lender policies issued by entities other than contractor. Opinion may presume and rely on the correctness of the lender policies and Contractor may include any coverage exceptions contained in the previously issued policy, ensure all requirements listed herein have been satisfied, and include a special exception in the updated policy excluding coverage for any matters on, and prior to, the effective date of the previous policy.

B. Closings

1. *Rental Property Closing.* Services provided by contractor to obtain paperwork and signatures on legal documents shall be required.
 - a. Pre-lump sum closing services shall require transfer of funds from the contractor to lender, coordination with first mortgage holders, preparation of subordination agreements, and transfer of funds to lender-held disbursement accounts.
 - b. Lump sum closings shall require transfer of funds from the contractor directly to the applicant in one payment.
2. *Subordination Requests.* Contractor will handle subordination requests from applicants. Determination will be made to verify that the LHC is in 2nd or greater lien position. Contractor will prepare and execute subordination and

coordinate getting original documents to applicants or the title company handling the closing for the applicant.

3. *Recording Information-releases or Cancellations.* Contractor will obtain recording information for releases/cancellations as needed and provide the Corporation a copy of recorded documents.
4. *Insurance Escrow.* Contractor will provide an escrow account to hold insurance funds on properties that had claims filed and release these funds to applicants as instructed by LHC.
5. *Data Warehouse Update.* Contractor will enter return of funds information to the data warehouse so it can be fed into the Housing and Development Software.
6. *Reinscription.* Contractor will handle reinscription requests as instructed by LHC as needed and provide copy of recorded documents.

C. Foreclosure and Tax Sale Services/Support

1. Prepare necessary legal documents including but not limited to, petitions for executory process, verifications, affidavits and orders.
2. Prepare and mail Mennonite notices (includes identifying applicable lien holders with current contact information) as needed and provide a copy of same to LHC;
3. Confirm outstanding real estate taxes owed for properties;
4. Assist LHC in determining the applicability of tax sales to properties which will include finding tax sale documents that may not have been recorded (this task may include assisting LHC in locating copies of notices and/or confirming whether notice was provided to LHC in connection with tax sales);
5. Assist LHC in locating copies of notices and/or confirming whether notice was provided by senior lien holders or other lien holders to LHC in connection with foreclosures related to properties participating in the relevant Program;
6. Assist LHC in efforts related to redemptions of tax sales as needed;
7. Search public records for Federal and State tax liens applicable to mortgagors participating in the relevant Program;

8. Assist LHC in determining the applicability of code enforcement liens and/or similar blight related liens/local government liens to properties;
9. Assist in obtaining original and certified copies of documents needed for foreclosure proceedings;
10. Perform Manpower/active military search as requested by LHC applicable to mortgagors participating in the relevant Program;
11. Perform PACER/bankruptcy search as requested by LHC applicable to mortgagors participating in the relevant Program;
12. Assist in efforts related to obtaining documentation from the Louisiana Secretary of State as needed;
13. Assist in performing “skip trace” type research for parties in connection with foreclosure proceedings;
14. Assist in communication with sheriff departments regarding foreclosure information/auction requirements;
15. Perform curative work as requested by LHC in connection with foreclosure process and/or deed in lieu of foreclosure;
16. Provide other real estate law support, which may include preparing legal documents, completing forms, retrieving documents from public records/court records/government or similar offices (LHC expects that some documents will not be available digitally), filing/recording documents, communication by telephone/email in connection with all of the listed activities, and legal research (as specifically requested).

The LHC hereby certifies and Counsel hereby acknowledges that:

C. Goals and Objectives. The Louisiana Housing Corporation has entered into this Contract in order to obtain professional and reliable legal support and other related services required in connection with the implementation and administration of the CDBG-DR Programs. It shall be the goal of Counsel to handle all matters assigned to it in an expeditious manner, providing turn-around on each title, closing, or foreclosure matter within the legal guidelines associated with each, as well as within any stated Corporation timeline, as may be presented to Counsel. The Corporation will monitor the timeliness and adequacy of Counsel’s work periodically to determine whether the Corporation will continue assigning matters to Counsel.

D. *Performance Measures.* The services provided under this agreement are to be provided under the immediate supervision of the Louisiana Housing Corporation Deputy Administrator for Disaster Recovery Programs (hereinafter “Contract Monitor”), or his designee, and is subject to secondary review by the Louisiana Office of Community Development, and/or the Louisiana Department of Justice, Office of the Attorney General. The services provided by Counsel shall be evaluated to determine that the services are provided timely and professionally.

E. *Monitoring Plan.* The staff of the Corporation shall monitor the performance of counsel by review of all interim written and verbal reports submitted by Counsel and by supervision of the services provided by Counsel. The Corporation and Counsel acknowledge and agree that the Department of Justice, OCD, and any other relevant federal and/or State governing body or authority has the right to review all records, reports, worksheets or any other material of either party related to this Contract. The Corporation and Counsel further agree that they or either of them will furnish upon request, to the governing body or authority, copies of any and all records, reports, worksheets, bills, statements or any other material of counsel or Corporation related to this Contract.

F. Timing of Deliverables

1. Contractor shall complete each title opinion and return it to the Corporation within fifteen (15) Business Days of the Contractor's receipt of a signed Authorization to Commence Services. (See: **Appendix B** – Authorization to Commence Services) If Contractor shall require additional time for the completion of the title opinion, a written request for such additional time, including the reason why additional time is necessary, must be sent to the Contract Monitor for approval no later than ten (10) Business Days after receipt of the a signed Authorization to Commence Services. Notwithstanding the foregoing, the approval of a request for additional time that is made more than ten (10) Business Days after the receipt of a signed Authorization to Commence Services shall not be unreasonably withheld by the Corporation. The term “Business Days” as used in this Agreement shall exclude Saturdays and Sundays, and all days observed by the state or federal government as legal holidays. Invoices for title opinions completed and returned to the Corporation more than fifteen (15) Business Days after the Contractor's receipt of a signed Authorization to Commence Services, without an approved request for additional time, shall not be paid. In the event that Contractor receives a signed Authorization to Proceed after noon on any Friday or at any time on a day that is not a Business Day, the period within in which Contractor shall make a written request for an extension or the period for completion and return of the title opinion shall not commence until the following Business Day.
2. For all other services and deliverables, the Corporation shall also provide a signed Authorization to Commence Services detailing the requested service to be

performed and/or the deliverable to be provided. No work is to begin until a signed Authorization to Commence Services is received by the Contractor, and any work that begins prior to the receipt of an Authorization to Commence Services will not be paid. The Contractor shall acknowledge receipt of the Authorization to Commence Services, in writing, and provide an estimated time of completion for the services requested and/or for the production of the requested deliverable. If the Contractor shall require additional time for the completion of the requested services outside of the initially estimated time of completion, the Contractor shall send such a request to the Contract Monitor for approval. Such requests for additional time will not be unreasonably withheld by the Corporation. Payments will be made upon approval of invoice by the Contract Monitor or other designee of the Corporation. (See: **Appendix A** – Table of Services & Fees) Invoices for services not completed within the estimated time of completion, or within any requested extension of time, shall not be paid. (See: **Appendix D** – Instructions for Submitting Invoices)

- G. The scope of this contract does not include federal litigation or proceedings arising out of or involving tort or worker's compensation.

II. Payment and Invoicing Terms

A. Legal & Legal Support Services

In consideration of services described hereinabove, the Corporation hereby agrees to pay the Counsel on a per unit basis or hourly basis as set forth in the Table of Services & Fees attached hereto as **Appendix A**, but in no instance shall the hourly fees exceed the following hourly rates: three hundred fifty dollars (\$350.00) per hour for attorneys having experience of ten (10) years or more in the practice of law; two hundred seventy five dollars (\$275.00) per hour for attorneys having experience of five (5) but less than ten (10) years in the practice of law; two hundred twenty five dollars (\$225.00) per hour for attorneys having experience of three (3) but less than five (5) years in the practice of law; one hundred seventy five dollars (\$175.00) per hour for attorneys having experience of less than three (3) years in the practice of law; and eighty dollars (\$80.00) per hour for paralegal services.

The total payable under this contract including fees and reimbursement of expenses shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00) per year and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures). It is the responsibility of the Counsel to advise the LHC in advance if contract funds or contract terms may be insufficient to complete contract objectives. Final billing shall be submitted to the LHC within 90 days of contract expiration date.

Counsel agrees to submit monthly statements with enough specificity that it is determinable how the Contractor billed the amounts stated. It is understood that should Counsel fail to

submit statements within thirty (30) days following the end of each month, Corporation shall not be responsible for payment thereof under this Contract or in quantum meruit.

Counsel shall be reimbursed for reasonable and necessary out-of-pocket expenses in accordance with the travel regulations issued by the Louisiana Housing Corporation. Travel time, at the direction and for the convenience of the Corporation, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight (8) hours per day without written justification. Counsel agrees to comply with the instructions in **Appendix D** when submitting invoices. Any flight or hotel/motel accommodations must be pre-approved by the LHC and should be considered extraordinary under this agreement.

B. Non-Legal or Legal Support Services (“NL”)

Contractor shall submit monthly billings to the LHC Contract Monitor or other LHC designee. Contractors’ invoices for NL Services shall be submitted with sufficient detail and support and be itemized by the Program application file for which the services were rendered. Final invoice format is subject to LHC approval, which approval shall not unreasonably be withheld, conditioned or delayed.

C. Other Direct Costs

Contractor shall bill all transaction or other direct costs (“ODCs”) of providing the services hereunder at the same time and frequency upon which its invoices for Non-Legal or Legal Support Services are submitted to LHC. Any costs or charges incurred by Contractor by any unrelated third party in connection with delivering the services called for hereunder shall be billed to LHC as a pass-through cost and shall not be marked up by any amount or percentage by Contractor. Allowable ODCs include, but are not limited to, costs of recording any instrument, non-title or abstract related copy or document reproductions costs, courier and postage costs, civil filing fees, litigation related costs and surveyor charges. Specifically excluded as an allowable ODC are copy costs associated with an Abbreviated Title Search or Full Title Abstract.

D. Payment to Contractor

Within thirty (30) days of receipt of each invoice from Contractor, LHC shall indicate in writing its acceptance of the invoice and process it for payment or return the invoice to Contractor indicating in writing its reason for refusal to accept the invoice. Not more than thirty (30) days after accepting such invoice, the amount will become due and when due will be paid by LHC to Contractor. LHC shall pay the uncontested portion of each invoice within thirty (30) days of its acceptance, but the thirty (30) days may be extended if LHC experiences delays in the receipt of applicable funding.

III. Source of Funds

The primary source of funds for this Contract is federal funds made available to the LHC under the Community Development Block Grant – Disaster Recovery Program ("CDBG-DR"), as provided to the State of Louisiana Office of Community Development Disaster Recovery Unit ("OCD") by the U.S. Department of Housing and Urban Development ("HUD") for the administration of CDBG-DR Programs. Compliance with all applicable federal regulations of the CDBG-DR Program is a requirement of the Contractor. Counsel agrees to comply with all regulations that govern the use of CDBG-DR funds. Some Programs may include additional funding sources such as Low Income Housing Tax Credit (LIHTC), FEMA, and/or U.S. Treasury funds. Counsel also agrees to comply with all regulations that govern the use of any of the aforementioned funding sources.

IV. General Conditions

- A. *Good Standing.* Contractor must submit the name of all contractors and subcontractors that may perform services under this Contract in order that the Corporation may ensure that such contractors and subcontractors are in good standing with the Corporation and the federal government. (See: **Attachment B** – Contractor's Debarment and Non-Kickback Certification Statement)
- B. *Statement of Assurances.* Contractor shall provide a signed copy of the Statement of Assurances. (See: **Attachment A** – Statement of Assurances)
- C. *Non-Kickback Certification.* Contractor shall provide a signed copy of the Contractor's Debarment and Non-Kickback Certification Statement. (See: **Attachment B**).

V. Insurance

- A. **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 one million dollars (\$1,000,000.00) per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. *Professional Liability and/or Malpractice Insurance.* Contractor shall procure and maintain in full force and effect during the term of this Agreement, professional liability and/or malpractice insurance coverage in an amount sufficient to liability of work provided. Counsel shall immediately give notice to the Corporation of the occurrence of any event affecting the required policy, including but not limited to any notice of cancellation, non-renewal, limitation, or modification of covered persons, policy coverage or policy limits.

B. 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 Coverage*

- 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 Coverage**

- 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 thirty (30) days written notice has been given to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the 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.

The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Housing Corporation,
Its Officers, Agents, Employees and Volunteers
2415 Quail Drive

Baton Rouge, LA 70808

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.*** 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 Contract.
- 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 actions 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

VI. Licenses & Certification

Contractor shall possess all licenses and certificates necessary for the conduction and performance of this Contract as specified herein and as required by all applicable Federal, State, Parish and municipal laws. Contractor agrees that licenses and certificates will be obtained and maintained on active status during the duration of this Contract.

VII. Taxes

- A.** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contractor's obligation, and identified under Federal Tax Identification Number (Fed. Tax I.D. #75-3159885) and the Louisiana Department of Revenue Account Number (LDR Acct. #75-3159885). Contractor shall also agree to submit a completed W-9.
- B.** In accordance with LSA – R.S. 29:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is currently in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to Corporation so that the Contractor's tax payment compliance status may be verified. The prospective contractors further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract. The Corporation reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

VIII. Termination

The Contractor has the right to cancel the Agreement, with or without cause, by providing the Corporation thirty (30) day written notice, forwarded to its address, via certified mail. The Corporation and the State of Louisiana are not required to provide the Contractor with (30) day

notice. The State has the right to cancel this Agreement with or without cause, for any reason, and at any time, without any liability incurring onto the Corporation or the State of Louisiana other than for services already rendered by Contractor hereunder up to and including the effective date of any such termination.

Notice shall be sent via Certified Mail, return receipt requested, to the following addresses:

To the Corporation:

Louisiana Housing Corporation
Attn: LHC Legal Department
2415 Quail Drive
Baton Rouge, Louisiana 70808

To the Contractor:

Team Title, LLC
Attn: Kevin Pond
1200 West Causeway Approach
Suite 8
Mandeville, Louisiana 70471

IX. Notices and Communication

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 Agreement. 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.

Notice shall be sent via Certified Mail, return receipt requested, to the following addresses:

To the Corporation:

Louisiana Housing Corporation
Attn: LHC Legal Department
2415 Quail Drive
Baton Rouge, Louisiana 70808

To the Contractor:

Team Title, LLC
Attn: Kevin Pond
1200 West Causeway Approach
Suite 8
Mandeville, Louisiana 70471

X. Administrative and Compliance Provisions

If Applicable:

- A. 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 Counsel 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.

- B. *Covenant against Contingent Fees and Conflicts of Interest.*** Counsel 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 Counsel, or agents, Counsel, member of the governing body of Counsel 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 Counsel, 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 Counsel 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 Counsel, which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

- C. *Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities.*** Counsel agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. 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. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 (a) (2) and (a) (3).
- D. *Code of Ethics.*** Counsel acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Counsel in the performance of Services called for in this Contract. Counsel 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.
- E. *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.

- F. *Clean Air Act, Clean Water Act and Other Requirements.*** Counsel agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The LHC recognizes that Counsel is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.
- G. *Energy Efficiency.*** Counsel 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 Counsel and its Subcontractors. The LHC will provide such standards and policies to Counsel as a pre-condition of this stipulation.
- H. *Eligibility Status.*** Counsel, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
- I. *Drug-Free Workplace Requirement.*** Counsel 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.
- J. *Subcontractors.*** Counsel may, with prior written permission from the LHC, enter into subcontracts with third parties (Subcontractors) for the performance of any part of Counsel's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Counsel to the LHC for any breach in the performance of Counsel'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.
- K. *Fund Use.*** Counsel agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being

considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

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

- L. *Confidentiality of Data.* 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 Counsel in order to carry out this Contract, or which become available to Counsel in carrying out this Contract, shall be protected by Counsel 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 Counsel. If the methods and procedures employed by Counsel for the protection of Counsel'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. Counsel 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 Counsel's possession, is independently developed by Counsel outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Counsel under this Contract are confidential and Counsel 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.

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

herein shall become the property of the State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this Contract.

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

- N. *Public Communications.*** Contractor(s) shall not issue any public communications regarding the Program and Contractor(s)'s activities under this Contract without the prior consent of the Corporation.

- O. *Close-outs.*** Contractor(s) shall agree to comply with the requirements of 24 CFR §570.509 (CDBG) for project closure. Contractor(s)'s obligation to Corporation shall not end until all close out requirements are complete. These may include but are not limited to:

- a. Final performance or progress report
- b. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
- c. Final request for payment (SF 270) (if applicable)
- d. Invention disclosure (if applicable)
- e. Federally-owned property report (as applicable)
- f. Disposing of program assets (as applicable)

- P. *Third Party Requests for Release of Information.*** Should third parties request the Contractor(s) to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor(s) will notify the Corporation immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the Corporation

as the Corporation contact for requests for release of information. Protocols for the handling of such requests are subject to the Corporation public records request policy. The Contractor(s) shall cooperate with the Corporation 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 Corporation, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor(s) or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

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

XI. Miscellaneous

- A. Auditors.** 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 applicable federal agency shall have the option of auditing all records of Contractor, which relates to this Contract. Counsel shall maintain said records for a period of five years after the date of final payment under this Contract.
- B. Continuation.** To the extent applicable to the Corporation, the continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- C. Non-Assignable.** Contractor shall not assign nor attempt to assign directly or indirectly, any of its/their rights under this Agreement or under any instrument referred to herein without the prior written consent of the Corporation provided however, that claims for money due or to become due to the Counsel from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Office of State Procurement. Any assignee shall be bound by all the terms of the assigned documents.
- D. Term of Agreement.** This Agreement shall be effective beginning on August 15, 2024. This Agreement shall terminate on June 30, 2025. The termination date of this Agreement

may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. The initial term is subject to the final approval of the Louisiana Office of the Attorney General.

E. Extension of Agreement. Request for extensions may be initiated by either party by mailing such requires to the party, via Certified Mail, return receipt requested, not less than sixty (60) days before the termination date provided for herein. This Contract may only be extended by an executed and approved amendment for not more than two (2) times and each such extension shall not exceed one (1) year in length. Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by the LHC and forwarded to the other party for appropriate action, and said amendment is to be returned to the LHC with appropriate information and signatures not less than forty-five (45) days prior to termination date. The cost rates for any additional terms shall be at the same rate as the initial term. Any and all extensions are subject to the final approval of the Louisiana Office of the Attorney General. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

F. Document Review and Ownership.

All records, reports, documents and other material or data, including electronic data, delivered or transmitted to the Contractor by the Corporation remain the property of the Corporation and shall be returned by Contractor to the Corporation at Contractor's expense at termination or expiration of this Contract. All records, reports, documents, exhibits 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 the Corporation, and shall, upon request, be returned by Contractor to the Corporation, at Contractor's expense, at termination or expiration of this Contract. The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Counsel which related to this Contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

Contractor(s) has the duty to fully cooperate with the Corporation and provide any and all requested information, documentation, etc. to the Corporation when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Contractor(s) does not have the right to limit or impede the Corporation's right to audit or to withhold Corporation owed documents.

- G. Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement 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.
- H. Discrimination Clause.** Counsel agrees to abide by and comply with all applicable state and federal laws and regulations in the performance of this contract. 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 Counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
- I. Prohibitions of Discriminatory Boycotts of Israel.** In accordance with LA R.S. 39:1602.1, for any contract for \$100,000.00 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors, are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
- J. Contract Approval.** This Contract is not effective until approved in writing by the LHC and the State Attorney General. It is the Contractor's responsibility to advise the LHC in advance if contract funds or contract terms may be insufficient to complete contract objectives.
- K. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- L. Limitations on Lawsuits Against State Agency or Political Subdivision.** Pursuant to La. R.S. 13:5106A, no suit against the state or a state agency or political subdivision shall be instituted in any court other than a Louisiana state court. Furthermore, the Eleventh Amendment to the United States Constitution bars all individuals from suing an unconsenting state in federal court. Accordingly, Counsel shall not waive Louisiana's sovereign immunity under the Eleventh Amendment to the U.S. Constitution by agreement or otherwise, including entering into a consent judgment involving injunctive relief against the State, or a consent judgment permitting or requiring ongoing supervision by the State, without prior written approval by the Louisiana Attorney General's office. Failure to abide by this provision will constitute a breach of this contract and may result in the termination

of the contract plus the waiver of all legal fees owed to the Contractor from the date of the breach.

- M. Contract Claim/Controversy.** Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.
- N. Disclaimer of Relationships/No Third Party Beneficiaries.** Nothing contained in this Agreement and any part thereof shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the Corporation.
- O. Headings.** Any headings or subheadings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- P. Entire Agreement.** This contract, together with the RFP and addenda issued thereto by the Corporation, the proposal submitted by the Contractor(s) in response to the Corporation's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.
- Q. No Guarantee on Quantities.** The scope and quantities referenced in the Contract are estimated to be the amount needed. The Corporation does not obligate itself to contract for or to accept more than their actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds. The Corporation reserves the right to increase or decrease quantities, as appropriate, at the unit price or labor rate stated in the contract.
- R. Provision Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.
- S. No Authorship Presumptions.** Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a

Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

T. Treasury Rider Terms. As applicable, the Contractor(s) agrees to comply with the attached Attachment E “Contract Rider Federal Compliance Provisions U.S. Treasury Funded Activities” for any funds received from the US Treasury programs.

U. FEMA Terms. The Contractor(s) agrees to comply with the attached Attachment F “Contract Rider Federal Compliance Provisions FEMA Terms and Conditions” for any Federal Emergency Management Agency (FEMA) funded services.

IN WITNESS WHEREOF, this *Contract for Professional Title, Closing, and Foreclosure Services for CDBG – DR Programs* is hereby executed by the duly authorized representatives of the Contractor and the Corporation.

Witnesses Signatures:

LOUISIANA HOUSING CORPORATION

Marjorianna Willman
Executive Director

Telephone: _____

Fax: _____

TEAM TITLE, LLC

Kevin Pond
Chief Commercial Officer

Tax I.D. # _____

Telephone: _____

Fax: _____

Appendix A

TABLE OF SERVICES & FEES¹

Service	Fee Type	Fee Amount
Closing Protection Letter (per closing)	Unit	\$25.00
Document Preparation & Closing	Unit	\$275.00
Recording Services	Unit	\$125.00
Cancellations (per cancellation)	Unit	\$75.00
Legal Services	Hourly	Hourly rate subject to experience based rate limitations in Section II(A)
Foreclosure & Tax Sale Support Services	Hourly	\$50.00
Hold-back Services (per Escrow Agreement)	Unit	\$200.00
Wire Fees (per incoming and/or outgoing wire)	Unit	\$25.00
Skip Trace Services	Hourly	\$40.00 per hour
Other Real Estate Transactions Services	Hourly	\$50.00 per hour
No-Work Affidavit	Unit	\$25.00
Subordination Request	Unit	\$275.00
Reinscription	Unit	\$265.00
Abbreviated Title Report (per parcel)	Unit	\$150.00
Tax Parcel ID Only	Unit	\$50.00
Full Title Abstract (per parcel)	Unit	\$265.00
Title Examination & Opinion/Commitment (per parcel)	Unit	\$195.00
Title Insurance Policy	Unit	Per Louisiana DOI Rate Schedule
Full Title Update	Unit	\$75.00

¹ The Fees for Recording and Cancellation Services stated this table are net to Contractor and the actual cost of recording any act, document, or cancellation instrument shall be billable as a pass-through Other Direct Cost in addition to the Fee stated in the table.

Appendix B

AUTHORIZATION TO COMMENCE SERVICES

This letter serves as authorization for [Contractor] to commence [] services on the following properties:

	Homeowner's Name	Homeowner's Address	Subrecipient
1.			
2.			
3.			
4.			
5.			
6.			

Authorizing Signature

Contract Monitor/Program Administrator

Appendix C

DEFINITIONS APPLICABLE TO THE SCOPE OF SERVICES

1. **Abbreviated Title Report:** The report generated by Contractor in connection with an Abbreviated Title Search (as defined below). The Abbreviated Title Report shall contain the following information: (i) the date that the report is generated, (ii) the applicable application number assigned by the program to the property that is subject of the report, (iii) the applicable property address, (iv) the names of the current Program applicant(s) associated with the subject property, (v) the conveyance index date through which the Abbreviated Title Search was investigated, (vi) a list of all current owners of record as indicated by the records investigated, (vii) the date of acquisition of the ownership interest acquired by all current owners, (viii) an indication of the existence or non-existence of a Homestead Exemption, if requested by the Corporation, (ix) the Tax Parcel Identification Number for the property, and (x) when applicable, the identification, and a summary of, any issues of concern with the documentation, or where sufficient documentation might be lacking in the public records.
2. **Abbreviated Title Search:** The search, review and investigation of the conveyance and assessor's records in the Parish in which the property subject of the search is situated. The search period shall, at a minimum, go back to the date of the federally declared disasters that took place on any date as might be required or appropriate for any existing or future program administered by the Corporation (the "Relevant Search Date"). The search shall start as of the date of the last act affecting ownership recorded in the conveyance records and be run forward thru the then current index date for the conveyance records in the Parish in which the property is situated (the "Required Search Period"). The purpose of the Abbreviated Title Search is to provide the Corporation with evidence of ownership of a given property at present and as of the Relevant Search Date for the purposes of determining Program eligibility. The Abbreviated Title Search shall not constitute an opinion as to title and shall not serve as the basis for any Title Commitment of policy of Title Insurance. In connection with an Abbreviated Title Search, the Contractor shall provide the Corporation with: (i) all documents indicative of ownership and recorded in the conveyance records search during Required Search Period and (ii) an Abbreviated Title Report (as defined above).
3. **Cancellations:** The services to be provided by Contractor in connection with cancellations shall include obtaining and/or drafting any and all documents necessary to cancel any mortgage, lien, or other encumbrance affecting a property from the appropriate land records for the Parish in which the property is located. This includes obtaining duly authorized release and cancellation documents from applicable creditors, lien holders and mortgagees as well as drafting any other necessary or appropriate documents and/or

affidavits necessary to obtain the release and cancellation of any applicable adverse inscription.

4. **Closing**: Shall have the same meaning ascribed to the term "Settlement" at La. R.S. 22:512(16).

5. **Closing Documents**: All documents required by LHC and any applicable, and then current, program policies, which are necessary to bind any and all stakeholders to comply with any covenant, representation, warranty or other obligation in connection with the provision any funding, disbursements, receipts, grants, loans or anything of value by any program beneficiary in connection with his/her/its program participation.

6. **Closing Protection Letter**: A document issued by Contractor as agent of its Title Insurance Company, in connection with the issuance of a policy of Title Insurance by Contractor, in which the Title Insurance Company affirmatively agrees to indemnify LHC for actual losses caused by Contractor's failure to follow written closing instructions from LHC, to the extent, and only to the extent, that any such instructions: (i) affect the validity, priority or enforceability of any mortgage lien, (ii) require the Contractor to obtain, but not vouch for the validity or effectiveness, of a specific document, or (iii) relate to the collection or disbursement of funds held in Escrow by the Contractor.

7. **Document Preparation & Closing**: The preparation of all Closing Documents (as defined above) for execution by the parties to a program transaction and coordination between program participants, financial institutions, constructions lenders and the LHC for the execution of the Closing Documents. This includes conducting closings and overseeing the execution of all Closing Documents, collecting and depositing of any and all funds associated with the transaction, the escrow and disbursement of such funds in accordance with LHC written instructions, current program policy, and the final settlement statement. In connection with this service, Contractor shall also provide LHC with electronic copies of all executed Closing Documents, including conformed copies of any recorded documents.

8. **Foreclosure Legal Services**: Shall mean those services actually performed by an attorney. Foreclosure Legal Services shall also include any other services that the Louisiana Department of Justice, Office of Attorney General deems "legal services" or an activity that constitutes the practice of law in the State of Louisiana. Services that can be done by a legal secretary or paralegal should be assigned to the lowest ranking staff available to assist and billed at the rate of the staff position who actually did the work.

9. **Foreclosure and Tax Sale Support Services**: Shall include any service that is not considered "Foreclosure Legal Services" as defined above.

10. **Full Title Abstract:** Shall have the meaning ascribed to the term "Abstract" at La. R.S. 22:512(1)(a).

11. **Full Title Update:** Contractor shall perform a second, or continuation, search and investigation of the public records that covers the period from the effective date of the Title Opinion or Title Commitment provided at the original loan closing and the then current index date for the lands records office in the Parish in which the Property is located as needed.

12. **Hold-Back Services:** These services shall be provided as requested from time-to-time by LHC. If these services are requested by LHC, Contractor shall, after consultation with LHC regarding the specific facts of surrounding the need for Hold-Back Services, shall draft an Escrow Agreement by and between Contractor, as Escrow Agent, and LHC and one or several Program participants governing the terms and condition upon which certain funds will be held in Escrow by Contractor and the terms and condition upon which the funds may or may not be released and disbursed from the Hold-Back Escrow Account. Contractor shall also be required collect and deposit any funds to be escrowed into a LHC approved escrow account (Hold-Back Escrow Account") and account for such funds separately and to the credit of the appropriate program participant(s). All hold-back funds will only be disbursed by Contractor per the terms of the applicable Escrow Agreement approved and executed by LHC and the other parties thereto.

13. **No-Work Affidavit:** As requested by LHC, Contractor shall engage a surveyor licensed by the State of Louisiana and coordinate, schedule and manage the surveyor for the purposes of obtaining an affidavit from said surveyor attesting to the existence or nonexistence of any work, services or material having been or being performed or delivered at or on a particular tract or parcel of land. The affidavit supplied by said surveyor shall be for the purposes, and in the form and substance, set forth in the Louisiana Private Works Act, specifically La. R.S. 9:4820(C).

14. **Other Real Estate Transaction Services:** Any other service, excluding anything constituting legal services, that may be required in order to achieve any of the goals and purposes of the applicable program and LHC, but not specifically enumerated or defined elsewhere in this RFP.

15. **Recording Services:** Shall include the filing and recording of any document in connection with a Closing, any curative work, or any other Program related transaction and obtaining conformed copies thereof and providing to LHC as soon as reasonably possible after the final recordation information is assigned to any such document by the office at which it was recorded. This includes, but is not limited to, the recordation of cancellation, affidavits, mortgages, conveyances, subordinations and releases.

16. **Skip Trace Services**: Shall include a search of all available public and non-public records and databases by Contractor, including lands records, credit records, social media, civil records, financial records and address histories, for the purpose of locating an individual or individuals as requested from time to time by LHC. A report, in form and substance acceptable by LHC, shall be provided in connection with the performance of any Skip Trace Services requested by LHC.
17. **Title Examination & Opinion/Commitment**: Shall be a written report provided to LHC in compliance with the provisions of La. R.S. 22:512(17)(vi)(aa)-(hh).
18. **Title Insurance Policy**: Shall mean a policy of lender's title insurance issued by Contractor on behalf of First American Title Insurance Company insuring LHC with regard to its lien priority, validity and enforceability in an amount and with all endorsements requested by LHC.

Appendix D

INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month an itemization of all hourly and unit-based services provided, listing time by date for work performed by hours, down to the quarter of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to (*agency*), or the unit-based service rendered by date of delivery of any such unit based service to LHC.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Telephone expenses - a copy of the telephone bill indicating the telephone calls made in reference to the Contract. A listing of telephone billings on the invoice with the original kept by Counsel for review by the LHC.
2. Postage expenses - date letter sent, person sent to, and amount of postage.
3. Express Mail - a copy of the invoice from the vendor.
4. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted). No hotel/motel accommodations or flights will be paid by the LHC unless the LHC preapproved the stay/flight.
5. Photocopying - number of copies and the amount per copy or if outside photocopying is utilized a receipt must be included.

When invoices are submitted at the end of each calendar month, the invoices must indicate the amount of the Contract, the amount billed to date and the remaining balance.

If the invoices are billed by each individual case please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

All billings by Counsel for services rendered shall be submitted in compliance with LSA – R.S. 39:1618 that calls for invoices to be submitted in the form of an affidavit.

STATEMENT OF ASSURANCES

The Contractor hereby assures and certifies, as may be applicable, that:

1. It possesses the legal authority to receive funds from the Community Development Block Grant – Disaster Recovery (“CDBG-DR”) and to execute the proposed professional services.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG-DR application and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Contractor:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (**42 U.S.C.A. §4331, et seq.**) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Sub-Recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Sub-Recipient’s responsibilities and his or her responsibilities as an official.
5. It will use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with funds provided to Contractor to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped,” Number A-117.1-R 1971 and any other accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Contractor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title VII of the Civil Rights Act of 1968 (**42 U.S.C.A. §3601, et seq.**), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that 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 provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975.

The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d.** Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
 - e.** Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - f.** Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
- 11.** It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 75), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
- 12.** It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a.** Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - b.** Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c.** Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - d.** Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals

and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

- e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of “Non-Uniform Act” acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (Plaquemine Parish) rental Rehabilitation Program.
- 13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
- 14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
- 15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
- 16. It will ensure that the facilities under Contractor’s ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency’s (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
- 17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
- 18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and

- b.** Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- 19.** It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
- 20.** It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- 21.** It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
- 22.** It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.
- 23.** It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
- 24.** Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
- 25.** In relation to labor standards, it will comply with:
 - a.** Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b.** Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c.** Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d.** Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
- 26.** It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding.
- 27.** It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

- 28.** It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
- 29.** It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
- 30.** In relation to water quality, it will comply with:
- a.** The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b.** The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
- 31.** It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

With regard to wildlife, it will comply with:

- a.** The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b.** The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that the Contractor agrees to implement its services in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Contractor funds to correct deficiencies.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Organization: _____

Louisiana Housing Corporation
Contract for Professional Title, Closing, and Foreclosure Services
CDBG-DR Programs
Team Title, LLC

**CONTRACTOR'S DEBARMENT AND NON-KICKBACK CERTIFICATION
STATEMENT**

TEAM TITLE, LLC d/b/a TEAM CIVIC SOLUTIONS

RE: Agreement Dated: _____ Contract Amount: _____
Contractor/Subrecipient: _____

KNOW ALL MEN BY THESE PRESENT:

1. The subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the subcontractor is unable to certify to any of the statements in this certification, such sub-contractor shall attach an explanation to this document.
3. That as a Contractor/Subrecipient responsible for provision of goods and/or services under the above mentioned contract, I nor my company were forced or encouraged to forfeit any portion of the contract amount in order to be employed as contractors on this job.

Signature

Date

Name and Title

ATTACHMENT C

STATE OF LOUISIANA

CONTRACT RIDER FEDERAL COMPLIANCE PROVISIONS

U.S. TREASURY FUNDED ACTIVITIES

The provisions of this contract rider for U.S. Treasury funded activities ("Treasury Rider") contains contract provisions to be included in a for goods or services when those goods or services are in whole or in part funded with funds received or administered by the LHC from the U.S. Treasury ("Treasury Grant Funds"). The Treasury Rider is forms a part of the contract ("the Contract") which expressly references and incorporates the Treasury Rider.

The provisions of the Treasury Rider apply to all goods and services funded in whole or in part by Treasury Grant Funds. A contract funded with multiple funding sources may have a separate rider applicable to each funding source (i.e. U.S. Treasury, U.S. Department of Housing and Urban Development, or Federal Assistance Management Agency). In the event that multiple funding sources are utilized for payment of the goods and services, in order for the compliance provisions for each of those funding sources must be satisfied, each funding sources compliance provisions must be met.

If the Treasury Grant Funds are subject to a period of performance the concludes prior to the expiration of the Contract, no compensation shall be paid for services funded with Treasury Grant Funds after that period of performance, and Contractor shall complete services in a timely fashion as needed by LHC in order to closeout the grant under which the Treasury Grant Funds were provided.

The following provisions apply to all services provided under Contract for programs funded by grants from the U.S. Treasury in relation to the coronavirus pandemic. In the event that there is conflict between the provisions of the Treasury Rider and the Contract or another federal compliance provision contract rider to the Contract, if there are inconsistent provisions, the more stringent compliance provision shall apply. All other terms of the Contract remain in full force. Contractor shall require the terms of this rider are included all subcontracts (of any tier), and binding the subcontractors to the obligations herein.

I. Provisions Required by 2 CFR 200.317:

(A) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

In the hiring of subcontractors, Contractor shall use the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(B) Domestic Preferences for Procurement of Materials (2 CFR 200.322)

Contractor should, to the greatest extent practicable but not in violation of any applicable law or regulation applicable to the Grant Funds or inconsistent with any other provision of the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as provided in 2 CFR 200.322.

(C) Use of Recovered Materials (2 CFR 200.323)

In the performance of this contract, if materials are procured and the price of the item exceeds \$10,000, or if the value of quantity acquired under this Contract or an incumbent contract for the same services in the preceding fiscal year exceeded \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

II. **Provisions Required by 2 CFR 200 Addendum II (See 2 CFR 200.327)**

(A) **ADMINISTRATIVE, CONTRACTUAL AND LEGAL REMEDIES:** See Contract provisions. No additional requirements.

(B) **TERMINATION FOR CAUSE AND FOR CONVENIENCE:** See Contract provisions. No additional requirements.

(C) **EQUAL OPPORTUNITY:**

If the Contract is a federally assisted construction contract as defined in 41 C.F.R. 60-1.3, during the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(D) Davis-Bacon/Copeland Anti-kickback

If required by the legislation creating the program or appropriating funds to the Program, if the Contract is a construction contract in excess of \$2,000:

Contractor shall comply with the Davis Bacon Act, as provided in the following provisions as required by 29 CFR 5.5(a)(1)-(10):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The LHC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of

the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the

employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contractor shall also comply with the Copeland Anti-kickback Act, as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury by appropriate directive or instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E.) Contract Hours and Safety Standards Act.

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LHC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- (5) The Contractor and subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period applicable to the record keeping requirements generally provided for in this Rider or the Contract for all laborers and

mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- (6) Records to be maintained under this provision shall be made available by the Contractor or subcontractor, as applicable, for inspection, copying, or transcription by authorized representatives of the U.S. Treasury, the Department of Labor, and LHC; Contractor or subcontractor, as applicable, will permit such representatives to interview employees during working hours on the job.

(F.) Rights to Inventions. Not applicable.

(G.) Clean Air Act and Federal Water Pollution Control Act

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

- a. The Contractor agrees to report each violation to LHC and understands and agrees that LHC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

- b. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Treasury Grant Funds.

- (2) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- a. The Contractor agrees to report each violation to LHC and understands and agrees that LHC will, in turn, report each violation as required to assure notification to the U.S. Treasury and the appropriate Environmental Protection Agency Regional Office.

- b. The Contractor agrees to include these requirements in each subcontract to be paid in whole or in part with funds from the Treasury Grant Funds.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

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

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

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

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to LHC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall comply with federal statutes required in the Anti-Lobbying Act. The Contractor and each tier of subcontractors shall file the required certification that it will not and has not used federal appropriated funds paid to it under the Contract to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to LHC.

(J) Use of Recovered Materials (2 CFR 200.323)

See Section I(C), above.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 CFR 200.216)

If this Contract involves the providing telecommunications and/or video surveillance systems or services, the systems and services provided must be in compliance with the restrictions of 2 CFR 200.216.

Additional Provisions Required by U.S. Treasury grant terms, directives or guidance:

(A) General Compliance Requirement: Contractor agrees to comply with any additional applicable requirements as previously or hereafter enacted in public laws creating the programs or appropriating funds to the programs under which the Treasury Grant Funds have been issued, or as required by the U.S. Treasury in its applicable grant terms, directives, guidance, federal statutes, regulations, rules, executive orders or otherwise with respect to contracts funded with the Treasury Grant Funds, without regard to whether such terms are set forth in this Rider or the Contract.

(B) Reporting.

Contractor agrees to comply as directed by LHC to comply with any reporting obligations established by the State and Treasury, including the Treasury Office of Inspector General, as relates to the Treasury Grant Funds, and to comply with applicable data privacy and security requirements.

(C) Maintenance of and Access to Records

- a. CONTRACTOR shall maintain records and financial documents sufficient to support eligible uses of Treasury Grant Funds.
- b. LHC, the Louisiana Legislative Auditor, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.
- c. Records shall be maintained by Contractor a period of five (5) years after all funds have been expended or returned to Treasury.

(D) Contractor shall comply with any applicable provisions of requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(E) Contractor shall comply with any applicable restrictions on lobbying under 31 C.F.R. Part 21.

(F) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Governor's Office of Homeland Security and Emergency Preparedness by the U.S. Department of the Treasury."

(G) Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles in the course of performance of this Contract.

(H) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, CONTRACTOR should encourage its employees, CONTRACTOR's, and contractors to adopt

and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

1.0 FUND USE

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

2.0 RIGHT TO AUDIT

Contractor shall grant to the LHC, GOSHEP, the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury, Treasury OIG, GAO and the Comptroller General), the Division of Administration, the LHC or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records during the term of this Contract and for a period of five (5) years after the closeout of the federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by LHC.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the LHC's option, result in the withholding of future payments and/or return of funds paid under the Contract.

3.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;, as well as all applicable provisions not mentioned are deemed inserted herein.

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

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

contract or other enforcement action.

4.0 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.

6.0 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 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.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

11.0 DOCUMENTATION AND RECORD KEEPING

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

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of LHCs federal grant providing the funds for the Contract. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of LHC's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by LHC.

12.0 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

13.0 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14.0 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained 2 CFR 100.318(c) or 2 CFR 200.112, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, 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 State 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 State 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.

15.0 LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

16.0 CLOSE-OUTS

Contractor shall agree to comply with the federal requirements for project closure. Contractor's obligation to LHC shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)

3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

17.0 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 (41 U.S.C. 701).

19.0 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 in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19

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

20.0 ENERGY EFFICIENCY

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.

22.0 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles and that ban text messaging while driving, and to otherwise decrease distracted driving.

ATTACHMENT D

STATE OF LOUISIANA

CONTRACT RIDER FEDERAL COMPLIANCE PROVISIONS

FEMA TERMS AND CONDITIONS

Contractor(s) agrees to comply with the following Clauses Applicable to Federal Emergency Management Agency (FEMA) Funded Services:

Right to Audit / Records Retention

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor(s) or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor(s) for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor(s) agrees to provide LHC, OCD, GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor(s) which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor(s) agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

Discrimination Clause

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

Contractor(s) agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status,

political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor(s), or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s), state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The Contractor(s) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor(s)'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor(s) will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor(s)'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor(s) may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor(s) will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Contractor(s) will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the Contractor(s) may request the United States to enter into such litigation to protect the interests of the United States.

Contractor(s)'s Certification of No Federal or State Suspension or Debarment

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

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

- (2) The Contractor(s) must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Contractor(s). If it is later determined that the Contractor(s) did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Federal Funds

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor(s) shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Energy Policy and Conservation Act

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

Clean Water Act

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

Byrd Anti-Lobbying Act

The Contractor(s) will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials

In the performance of this contract, the Contractor(s) shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- iv. Competitively within a timeframe providing for compliance with the contract performance schedule;
- v. Meeting contract performance requirements; or
- vi. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor(s) will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor(s), or any other party pertaining to any matter resulting from the contract.

Copeland Anti-Kickback Act 2 CFR 200

Contractor(s). The Contractor(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor(s) or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Clean Air Act 2 CFR 200

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

The Contractor(s) agrees to report each violation to State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act 2 CFR 200

The Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor(s) agrees to report each violation to the State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Contract Work Hours and Safety Standards Act 2 CFR Appendix II (E)

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor(s) or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The Contractor(s) or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DHS Seal, Logo, and Flags

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

Fraud and False or Fraudulent Related Acts

Contractor(s) must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor(s) herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor(s)'s and its subcontractor's actions pertaining to this Contract.