

**PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES  
CONTRACT NO. 2024-0016001**

This **SERVICE AGREEMENT** ("Agreement") is between **THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA** ("AH"), and **HR TRUCHECK, INC.** ("Contractor"), sometimes hereinafter referred to as the "Party" or "Parties."

Contractor and AH desire to enter into this Agreement which sets forth the terms and conditions as follows:

**1.0 SCOPE OF SERVICES:** Contractor will provide pre-employment background investigation services as further described in Attachment A attached hereto and incorporated by reference herein ("Services"). The Services include all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein.

**2.0 CONTRACT PERIOD:** Unless earlier terminated, the initial contract term will be one (1) year from the Effective Date of this Agreement (the "Initial Term"). AH, in its sole discretion, may exercise the option to renew this Agreement for one (1) additional one-year term ("Option Term"; the Initial Term together with the Option Terms, collectively the "Contract Period").

**3.0 FEE:** AH will pay Contractor for the Services provided based upon the amounts set forth in the Pricing Schedule in Attachment B, however, the aggregate cost of services over the duration of the Contract Period shall not exceed \$40,000.00. Payments will be made in accordance with Section 4 of this Agreement upon receipt and approval of invoices by AH.

**4.0 METHOD OF PAYMENT:** AH has assigned a contract identification number to this Agreement ("Contract Number 2024-0016001 ") simultaneously with the execution of same. The Contract Number is a unique number and must be used by Contractor when referring to this Agreement.

4.1 All invoices with respect to the Services actually rendered must be electronically submitted by Contractor to [AMSHelpdesk@atlantahousing.org](mailto:AMSHelpdesk@atlantahousing.org). If electronic submission is unavailable, one original invoice must be submitted to:

The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421  
Attn: Contracts & Procurement Department

Please include on the outside of the envelope "INVOICE ENCLOSED".

4.2 Contractor must submit no more than one invoice per 30 days. AH will submit payment within 30 calendar days of receipt of an invoice that complies with the requirements of this Agreement.

4.3 If applicable, Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and Section 3 related information must be submitted in conjunction with the invoice for the Services.

**5.0 INSURANCE:**

5.1 For purposes of this Section 5.0, AH is defined as its Commissioners, officers, directors, employees, and volunteers. Contractor must maintain the minimum limits and coverage identified below during the term of this Agreement:

- i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia

- ii. Employer's Liability:
  - 1. \$500,000 each accident for bodily injury by accident
  - 2. \$500,000 each employee for bodily injury by disease
  - 3. \$500,000 policy limit for bodily injury by disease;
- iii. Commercial General Liability:
  - 1. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
  - 2. \$1,000,000 for personal and advertising injury liability;
  - 3. \$1,000,000 aggregate on products and completed operations;
  - 4. \$2,000,000 general aggregate.
- iv. Automobile Liability:
  - 1. \$1,000,000 combined single limit each accident
  - 2. Coverage shall be for any auto (including owned, hired, and non-owned autos)
- v. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH
- vi. Cyber Liability insurance in the amount of no less than \$2,000,000 per claim and \$3,000,000 aggregate. In addition to having favorable cyber-risk controls and processes in place, Contractor shall have Cyber Liability Insurance with coverage to protect Atlanta Housing, including both first and third party coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

5.2 The following are additional requirements with respect to insurance coverage:

- i. **Additional Insured Endorsement:** Blanket additional insured coverage is required for Commercial General Liability, Automobile Liability and Cyber Liability, to include AH; its Commissioners; its officers, directors, employees, and volunteers; and any other party as may be required.
- ii. **Proof of insurance must be provided to AH prior to execution of this Agreement and prior to the start of any Option Terms, as applicable.** AH specifically reserves the right to require Contractor to provide certified copies of such policy or policies.
- iii. The insurance carrier must be licensed to transact business in the State of Georgia and must carry a current A.M. Best's rating of no less than A-.

- iv. Contractor agrees to notify AH in writing with 30 days' notice of any substantial change in such insurance coverage described herein to Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested. *Substantial change* includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.
- v. AH reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, AH reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.
- vi. The minimum insurance coverage limits outlined herein do not preclude Contractor's contractual obligations to cover losses for which it is liable in accordance with this Agreement. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- vii. Failure of Contractor to fully comply with the insurance requirements of this Agreement will be considered a material breach of this Agreement.

**6.0 INDEMNIFICATION:** "AH" is defined in this Section to include AH's Commissioners, employees, agents and assigns. Contractor agrees to indemnify AH and hold it harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorneys' fees arising out of or related to (a) a breach of this Agreement by Contractor or (b) the performance of the Services, whether by Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, unless such claim, liability, damage, loss, cost or expense is caused by the wanton or willful misconduct of a Party indemnified hereunder. Contractor's indemnification obligations shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor, subcontractor, or under any insurance required by this Agreement, including workers' compensation acts, disability benefit acts, other employee benefits acts, or any other insurance. Contractor may not settle or compromise any indemnifiable claims hereunder without the prior written consent of AH. This Section shall survive the termination of this Agreement.

**7.0 TERMINATION:**

- 7.1 Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party, which breach is not cured within 30 calendar days following written notice thereof; provided, however, that if such breach is not susceptible to cure the non-breaching Party may terminate this Agreement immediately upon written notice thereof to the breaching Party. For avoidance of doubt, any materially false, deceptive, incorrect or incomplete statement, representation or certification by Contractor in connection with this Agreement or in the solicitation process shall constitute a material breach that is not susceptible to cure by Contractor. Failure of Contractor to fully comply with HUD regulations and the insurance requirements of this Agreement will be considered a material breach of this Agreement. Upon the termination of this Agreement by AH pursuant to this subsection, Contractor must: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.
- 7.2 AH may terminate this Agreement, in whole or in part, for AH's convenience by delivering to Contractor a written notice of termination specifying the nature, extent, and effective date of the termination.

7.3 Upon termination by either Party pursuant to this Section, Contractor must: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.

**8.0 NOTICES:** Except as otherwise stated in this Agreement, notice given pursuant to this Agreement shall be in writing and be delivered to the other Party by registered or certified mail, return receipt requested, by receipted hand delivery, or by Fed Ex, UPS or other similar and reliable overnight courier. Each such notice shall be addressed to the person who signed this Agreement on behalf of the Party and delivered to the address identified below:

**TO AH:**

Albert Murillo  
Senior Vice President, Contracts & Procurement  
The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421

**TO CONTRACTOR:**

Cindy Rehorn  
President  
HR TruCheck, Inc.  
1108 Washington Street  
Covington, Georgia 30015

With copies to:

General Counsel  
The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, NE, 7<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421

All notices sent pursuant to the terms of this Section shall be deemed received: (a) if hand delivered, then on the date of delivery; (b) if sent by overnight courier, then on the next business day immediately following the day sent; or (c) if sent by registered or certified mail, then on the earlier of the third business day following the day sent or when actually received.

From time to time, the Parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in a written notice delivered to the other party as provided in this Section.

**9.0 AH's CONTRACTING OFFICER:** As used in this Agreement, the President and Chief Executive Officer, is AH's Contracting Officer and is delegated the authority by AH to enter into, administer, and terminate this Agreement. The title "Contracting Officer" includes any successor Contracting Officer or anyone so designated by the Contracting Officer. The Contracting Officer shall be deemed the authorized agent of AH in all dealings with Contractor.

**10.0 MISCELLANEOUS:**

**10.1 AMENDMENTS AND MODIFICATIONS.** The Contracting Officer is the only AH employee who has the authority to change, amend or modify this Agreement. Any modification of this Agreement must be made pursuant to a written authorization by the Contracting Officer and the duly authorized agent for Contractor.

**10.2 ASSIGNMENT.** Contractor may not assign this Agreement or any part thereof, or assign or delegate any of its rights, duties or obligations under this Agreement to any other party, whether by operation of law or otherwise, without the prior written consent of AH. Without such consent, Contractor hereby agrees (1) not to assign its rights or delegate its duties, and (2) to surrender any power to assign its rights or delegate its duties as of the moment of formation of this contract. Any purported assignment in violation of this Section shall be null and void. In its sole discretion, AH reserves the right to refuse approval of any assignment.

During the Contract Period, Contractor is obligated to notify AH if the name or corporate structure changes, including any merger, acquisition, sale, restructuring or other transaction that renders the legal entity name or federal employer identification number different. Contractor agrees to provide sufficient documentation to AH to document such change in the legal entity name or federal employer identification number.

In the event Contractor subcontracts the performance of any of the Services to a third party approved by AH in accordance with this Section, Contractor and each subcontractor shall enter into a subcontracting agreement in such form as approved by AH in its sole discretion, which form shall include, without limitation, all required provisions set forth in this Agreement.

**10.3 NON-EXCLUSIVE RIGHTS.** This Agreement is not exclusive. AH reserves the right to select other contractors to provide services similar to the Services described in this Agreement at any time during the Contract Period.

**10.4 SEVERABILITY.** If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

**10.5 COUNTERPARTS.** The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

**10.6 GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflict of laws. Venue of any action brought under this Agreement shall be in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia.

**10.7 ENTIRE AGREEMENT.**

The document comprising this Agreement consists of this executed Agreement, Attachment A, Attachment B, Attachment C and any additional Services, agreed to by the Parties, in writing, which will be included as an attachment to this Agreement. This Agreement contains the entire understanding between the Parties and supersedes all prior discussions and agreements between the Parties with respect thereto.

Contractor may not unilaterally amend or modify this agreement by including additional terms in its invoices, or other business forms, including any shrink-wrap, browse-wrap, click-through, acceptable use policies or end user license agreements, if any ("additional terms"), provided with the provision of the services, even if use of such services requires an affirmative "acceptance" of those additional terms before access is permitted. All such additional terms shall be deemed for Contractor's internal administrative purposes only, are objected to by AH, and are of no force or effect.

**11.0 FUNDING LIMITATIONS.** This Agreement is funded, in whole or in part, by grant funds provided by HUD. AH will not be bound to any contract if funding has been disallowed by HUD.

**12.0 FORCE MAJEURE.** If either Party (in such capacity, the "Affected Party") experiences a hindrance or delay in performance due to a catastrophic event beyond its reasonable control, such as a natural disaster, catastrophic weather event, terrorism, war, riot, epidemic, pandemic or biohazard (each a "Force Majeure Event"), and such hindrance or delay could not have been prevented through reasonable precautions, then the Affected Party shall be excused from performance to whatever extent reasonably possible without delay. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event. Notwithstanding the foregoing, if the Force Majeure Event continues to prevent, hinder, or delay performance beyond 30 days, either Party may terminate this Agreement immediately upon notice to the other Party without regard to any cure period.

**13.0 EFFECTIVE DATE.** The Parties have caused this Agreement to be executed and made effective as of the date signed by AH's Contracting Officer.

**THE HOUSING AUTHORITY OF THE  
CITY OF ATLANTA, GEORGIA**

DocuSigned by:  
*Terri M. Lee*  
By: \_\_\_\_\_  
Terri M. Lee  
President, Chief Executive Officer &  
Contracting Officer

Effective Date: April 25, 2024

Approved as to Form by: KW

**HR TRUCHECK, INC.**


DocuSigned by:  
*Cindy Rehorn*  
By: \_\_\_\_\_  
Cindy Rehorn  
President

**ATTACHMENT A**  
**SCOPE OF WORK**

**Scope of Work**

Contractor shall operate and maintain a web-based system capable of electronic exchange and retrieval of data. This web-based system shall provide secured database storage for employment candidates and AH Human Resources Department. Contractor shall comply with the Fair Credit Reporting Act, and other applicable Federal and/or State regulations. The Contractor shall provide Services including, but not limited to, previous employment verification, criminal history report retrieval, complete educational background verification, licensing and professional certification verification, motor vehicle registration verification, social security number & address verification, and credit report review.

## ATTACHMENT B PRICING SCHEDULE

 Atlanta Housing Pricing Schedule 2023			
Search Name	Search Description	HRTC Fee	3rd Party Fee
Employment Verification (Per Employer)	HRTC will verify current or previous employment including job titles and dates of employment. An employment confirmation verifies information on resume and/or application, and is an indicator of trustworthiness of the applicant. Turn around	\$6.00	\$41.95 (price increased 02/19)
Motor Vehicle Record (MVR) Search (Per DL#/Per State)	Driving records show individuals who are habitually irresponsible in their driving habits. Driving records contain violations such as driving under the influence, driving on a suspended or revoked license, and reckless driving. Most states have instant	\$5.00	SEE BELOW TAB FOR FEES*
County Criminal Record Search (Per Name/Per Search)	The County Search is the most accurate search. It will include arrests, convictions and dispositions.	\$6.00	\$6-\$30
State Criminal Record Search (Per Name/Per Search/Per Name)	Includes Counties in the following States: AL, AK, AR, AZ, CO, CT, FL, GA, HI, IA, ID, IN, KY, KS, MA, MD, ME, MI, MN, MO, MT, ND, NE, NJ, NM, NY, OK, OR, PA, RI, SC, SD, TN, TX, VT, WA, WI. This is the most comprehensive search. For all other States a Per County Search is recommended.	\$6.00	SEE BELOW TAB FOR FEES*
Citizenship Right To Work (I-9) (Per Applicant/Per Search)	HRTC is registered as a designated agent for the Department of Homeland Security "Basic Pilot Program". After a hiring decision is made, this program allows approved employers to submit I9 information to determine the work eligibility of all new	\$5.00	\$0.00
Sexual Predator Search (Nationwide) (Per Name/Per Search)	This is a search of the National database for registered sexual offenders.	\$3.00	\$0.00
Credit Report (Per Applicant)	Credit reports are provided by TransUnion. The report list all past dues accounts, collections, bankruptcies, Public records, History of Negative trades and occurrences, number of trades, revolving accounts and mortgages. Credit histories show levels of	\$16.75	\$0.00
Professional License/Certification (Per Name/Per License or Certification)	HRTC will verify professional licenses. This will ensure that the applicant has earned the certifications that they claim. This may include medical, technical and computer industries.	\$5.00	\$0.00
Social Security Trace/Verification (Per Name/Per Search)	HRTC can provide a Social Security Trace to verify the identity and addresses of an applicant. This information is obtained based on credit transactions. The Social Security trace can provide the year the SSN was issued, any alias names, and	\$1.00	\$0.00
Address History Report	HRTC will verify previous addresses as well as addresses that were not reported by the Applicant	\$3.50	\$0.00
Personal/Professional Reference Check	Personal references can measure the reliability, responsibility and the integrity of a person. HRTC will report information in an unbiased manner. Turn around time may vary depending on response time from references	\$7.50	\$0.00
National Criminal Record Search (Per Name/Per Search)	This search is not as comprehensive as the per State search. It provides a very broad scope of Criminal records and does not necessarily pick up all County records.	\$5.00	\$0.00
Education Verification (Per Institution)	HRTC will verify the highest level of Education including dates of graduation and level of diploma.	\$8.00	\$7.25*
Federal District Criminal Record Search (Per Name/Per Search)	Federal criminal records search directly accesses the Federal crime repository to identify criminal convictions at the Federal level. Federal criminal charges are usually for more serious offenses and can include but is not limited to, securities and tax law	\$5.00	\$0.00



MVR- Moving Violation Reports per state

State	HRTC Cost	Client Cost	TAT
AL	10.85	15.85	Instant
AK	10.85	15.85	Instant
AZ	8.85	13.85	Instant
AR	13.85	18.85	Instant
CA	2.85	7.85	Instant
CO	3.05	8.05	Instant
CT	18.85	23.85	Instant
DE	25.85	30.85	Instant
DC	13.85	18.85	Instant
FL	10.9	15.9	Instant
GA	8.85	13.85	Instant
HI	23.85	24.8	Instant
ID	9.85	14.85	Instant
IL	12.85	17.85	Instant
IN	8.35	13.35	Instant
IA	9.35	14.35	Instant
KS	14.55	19.55	Instant
KY	6.35	11.35	Instant
LA	18.85	23.85	Instant
ME	7.85	12.85	Instant
MD	12.85	17.85	Instant
MA	8.85	13.85	Instant
MI	11.85	16.85	Instant
MN	5.85	10.85	Instant
MS	14.85	19.85	Instant
MO	6.65	11.65	Instant
MT	8.1	13.1	Instant
NE	3.85	8.85	Instant
NV	8.85	13.85	Instant
NH	13.85	18.85	Instant
NJ	12.85	17.85	Instant
NM	7.35	12.35	Instant

NY	7.85	12.85	Instant
NC	10.85	15.85	Instant
ND	3.85	8.85	Instant
OH	5.85	10.85	Instant
OK	28.35	33.35	Instant
OR	10.85	15.85	Instant
PA	12	17	Instant
PR	17.3	22.3	14+days
RI	20.85	25.85	Instant
SC	8.1	13.1	Instant
SD	5.85	10.85	Instant
TN	8.35	13.35	Instant
TX	7.35	12.35	Instant
UT	9.85	14.85	Instant
VT	18.85	23.85	Instant
VA	8.85	13.85	Instant
WA	13.85	18.85	Instant
WV	9.85	14.85	Instant
WI	7.85	12.85	Instant
WY	5.85	10.85	Instant

State	State Repository Fee	Client Fee
AK	0	5
AL	10	15
AR	22	27
AZ	0	5
CO	7	12
CT	5	10
FL	24	29
GA	3	8
HI	0	5
IA	0	5
ID	0	5
IN	0	5
KY	25	30
KS	20	25
MA	26	31
MD	0	5
ME	31	36
MI	10	15
MN	0	5
MO	0	5
MT	14.5	19.5
ND	0	5
NE	18	23
NJ	0	5
NM	0	5
NY	66	71
OK	10	15
OR	10	15
PA	22	27
RI	0	5
SC	26	31
SD	20	25
TN	29	34
TX	5	10
VT	30	35
WA	12	17
WI	7	12

Country	Region	Bus. Days	Price US\$	Required Fields	Signed Release	Documentation
United States	North America	1-7	\$19.00	Subject's Name (First and Last Name) United States Social Security # Organization (School) Organization's Address (City and State/Province) End Date of Enrollment Name of Award (Degree) Reason for Request	Acknowledgment required. Signed release or Sometimes required. an acknowledgment that a release has been obtained is required.	

## **ATTACHMENT C**

### **TO AGREEMENT NO. 2024-0016001**

AH is required by federal regulation and AH policy to include the following provisions in all contracts. The Parties agree to include the following additional terms and conditions as an Attachment to the Agreement:

#### EXAMINATION AND RETENTION OF COMPANY'S RECORDS

- a. Contractor shall maintain, during the Agreement, and for a period of at least three years following the date of final payment under this Agreement, all of Contractor's books, documents, papers and other records, including electronic records, involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions ("Records"). AH, and with prior notice to AH, the United States Department of Housing and Urban Development ("HUD"), or Comptroller General of the United States, or any of their duly authorized representatives, shall, until three years after final payment under this Agreement, have access to and the right to examine all such Records.
- b. Notwithstanding anything to the contrary, the periods of access and examination in subsection (a) above shall continue until final disposition of any appeals, litigation, claims or exceptions related thereto that were commenced prior to the expiration of such three-year period.

#### CONFIDENTIALITY

AH may provide Contractor with information owned by or relating to AH and its business, including, without limitation, its operations, business plans, personnel, or financial matters, all of which are hereby designated as confidential and proprietary by AH ("Confidential Information"). Contractor agrees to only use AH's Confidential Information to the extent necessary to perform the Services as contemplated herein. During the term of the Agreement and for two years following the expiration or earlier termination thereof, Contractor shall keep confidential and shall not publish or otherwise disclose, or permit its employees, subcontractors and assigns to publish or otherwise disclose, any of AH's Confidential Information without AH's prior written approval; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, such covenants shall continue for so long as such Confidential Information so constitutes a trade secret. At a minimum, Contractor shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance. All Confidential Information is and shall remain AH's property. Contractor will not use any of such data or any material derived from the data for any purpose and, in accordance with Contractor's duty to maintain its records for at least 3 years following the date of a final payment or termination, where so instructed by AH, will delete, destroy or render it unreadable, and shall immediately certify in writing to AH that it has done so and the manner in which this was done. Contractor agrees that all of its employees and subcontractors will, upon AH's request, sign a confidentiality statement, in a form and substance acceptable to AH in its sole and absolute discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this Section. The following types of information shall not be subject to the requirements of this Section: (a) information which is or becomes known to the public through no act or omission of Contractor; (b) information which Contractor can demonstrate was in its possession prior to the execution of the Agreement and was provided by a source other than AH; (c) information which Contractor developed independently from any relationship with AH; and (d) information which Contractor acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

#### DATA SECURITY

Contractor will use reasonable practices, both technically and procedurally, to protect its Records (as defined below) from unauthorized physical and electronic access. In the event of any breach or compromise of the security, confidentiality or integrity of computerized Records, where personal information was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, Contractor will report to AH, within 24 hours, the breach of the security system containing the Records. Contractor will comply with all notification actions required by law.

## INTELLECTUAL PROPERTY

Contractor agrees it will not use the name or any intellectual property of AH, including but not limited to, AH copyrights, trademarks or logo in any manner, including commercial advertising or use as a business reference, without the prior written consent of AH.

## OWNERSHIP RIGHTS IN WORKS – [INTENTIONALLY OMMITTED]

## COMPLIANCE WITH LAWS

While conducting business with AH, Contractor must comply with all applicable Federal, State, and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Davis-Bacon Act, as applicable. Where applicable, Contractor will comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for Georgia. Contractor must comply with all the requirements set forth in Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Contractor must be authorized and/or licensed to do business in Georgia during the entire performance of the services described in the Agreement.

## FEDERAL WORK AUTHORIZATION

Contractor certifies that it and any tier of subcontractor used to perform the Services are compliant with Georgia security and immigration compliance laws.

Contractor further certifies that it and any tier of subcontractor has registered, uses and complies with the federal work authorization program, also known as E-verify, or any subsequent replacement program. Contractor certifies that it will continue to use E-verify throughout the Contract Period; that it and all tiers of subcontractors who perform services under this Agreement will only contract with subcontractors who present an affidavit to it in satisfaction of such laws; and that Contractor will submit the appropriate affidavits for all tiers of subcontractors to AH, as required.

## CLEAN AIR AND WATER POLLUTION CONTROL

For contracts in excess of \$150,000, Contractor must comply with all applicable standards, orders, or requirements pursuant to the Clean Air Act (42 USC 7401-7671g), and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387).

## RECOVERED MATERIALS

For contracts in excess of \$10,000, Contractor must comply with all the requirements set forth in Section 6002 of the Solid Waste and Disposal Act, as amended by the Resource and Conservation and Recovery Act.

## EQUAL EMPLOYMENT OPPORTUNITY

Contractor, during the performance of the contract, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall comply with applicable federal and state non-discrimination and equal opportunity laws, rules, regulations and executive orders.

## ANTI-LOBBYING

- a. Contractor will not use federally appropriated funds that have been paid or will be paid, by or on behalf of Contractor, for the purpose of influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant or any other such award covered by 31 USC 1352.

- b. Contractor agrees to disclose any conflict as soon as such conflict becomes known or should have become known.
- c. Contractor agrees to include the language of this subsection in the award documents for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients and subcontractors shall acknowledge and disclose accordingly.

### HUD SECTION 3 COMPLIANCE

The Services to be performed under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("HUD Section 3"). The Parties hereby agree to comply with HUD's regulations in 24 CFR Part 75, which implement HUD Section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

### DOMESTIC PREFERENCES FOR PROCUREMENTS

The Services to be performed under this Agreement are subject to the requirements of 2 CFR 200.322. The Parties hereby agree to comply with the regulations in 2 CFR 200.322. As evidenced by their execution of this Agreement, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the regulations of 2 CFR 200.322.

### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Services to be performed under this Agreement are subject to the requirements of 2 CFR 200.216. The Parties hereby agree to comply with the regulations in 2 CFR 200.216. As evidenced by their execution of this Agreement, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the regulations of 2 CFR 200.216.

### CONFLICT OF INTEREST

Contractor certifies that neither it nor any of its subcontractors include persons who have a direct or indirect interest in this Agreement while such persons are in the roles listed below or within one year after termination of such roles:

- a. A member or officer of AH's Board of Commissioners or an \*immediate family member of an officer of AH's Board of Commissioners. This prohibition does not include any present or former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, AH, or a business entity.
- b. Any AH employee who formulates policy or who influences decisions with respect to AH's projects, or any member of the employee's \*immediate family member, or the employee's partner.
- c. Any public official, member of the local governing body, or State or local legislator (including members of the City of Atlanta City Council, Fulton County Board of Commissioners, DeKalb County Board of Commissioners, or Georgia legislator), or any member of such individuals' \*immediate family member, who exercises functions or responsibilities with respect to AH's projects.
- d. A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam).

\* "*Immediate family member*" means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

Contractor agrees to notify AH in writing if it has, during the course of this Agreement, any organizational conflict of interest, which is defined as a situation in which the nature of work under the contract and a Contractor's organizational, financial, contractual or other interests are such that award of this Agreement may result in an unfair competitive advantage or Contractor's objectivity in performing the Services may be impaired.

The terms of this Section shall be included in all subcontracts entered into by Contractor in connection with the Agreement.

At all times while Contractor is conducting business with AH, it is required to disclose in writing, any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known (the "Disclosure Statement"). If Contractor has a conflict of interest, it must provide a full and complete disclosure, in writing, to AH's Senior Vice President, Contracts & Procurement. The Disclosure Statement must be presented on Contractor's letterhead, notarized, and signed by the individual making the disclosure.

#### SUSPENSION AND DEBARMENT

Contractor certifies that neither it nor any of its subcontractors has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by a federal department or agency or the State of Georgia and Contractor will immediately notify AH if such action occurs during the term of the Agreement.