

DRAFT LOCAL ADMINISTRATOR AGREEMENT

This Agreement (the “Agreement”), made as the _____ day of _____, 202____ by and between the **Housing Trust Fund Corporation** (“HTFC”), a public benefit corporation, having its principal offices at **38-40 State Street, Albany, NY 12207**, and _____, the Local Administrator (the “LA”), a (select not-for-profit organization, for-profit organization or governmental agency) having its principal office at _____ (individually, the “Party,” collectively, the “Parties”).

RECITALS

WHEREAS, HTFC strives to develop and preserve affordable housing contributing to strong, inclusive communities free from discrimination, in part, by administering federal rental subsidies for extremely low, and very-low, and low-income tenants; and

WHEREAS, HTFC received funding from the United States Department of Housing and Urban Development (“HUD”) pursuant to an Annual Contributions Contract (“ACC”) to act as a Public Housing Agency (“PHA”) to administer Housing Choice Vouchers (“HCV”); and

WHEREAS, a copy of the ACC is annexed hereto as **Appendix I**; and

WHEREAS, pursuant to HTFC’s Administrative Plan (*which may be amended from time to time*), HTFC makes Housing Assistance Payments (“HAP”) on behalf of families eligible for HUD’s Housing Choice Voucher Program (the “Program”); and

WHEREAS, a copy of the current Administrative Plan is annexed hereto as **Appendix II**; and

WHEREAS, on October 1, 2021, HTFC issued a request for proposals as the basis for establishing a prequalified list of LAs for a particular county or group of counties in the State of New York (“State”) to serve as LAs for the Program (the “RFP”); and

WHEREAS, as a result of the RFP process, HTFC desires to engage the LA to administer the Program on behalf of HTFC pursuant to specific terms and requirements (the “Scope of Work”), the guidelines set forth in the ACC, and the Administrative Plan for the county(ies) indicated in Section III of this Agreement; and

WHEREAS, a copy of the Scope of Work and a list of required tasks (“Tasks”) is annexed hereto as **Exhibit A**; and

WHEREAS, the LA is qualified to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

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AGREEMENT

I. RECITALS, ARTICLES, SECTIONS, ETC.

Each Recital, Schedule, Appendix, or Attachment to this Agreement is incorporated into this Agreement by reference.

II. TERM OF CONTRACT

- A. This contract shall commence on **April 1, 2022** and shall expire on **March 31, 2027** (the “Term”) subject to any provisions authorizing early termination as more fully set forth herein. HTFC reserves the right to extend the Term of this Agreement, subject to approval by HTFC’s Board of Directors.
- B. In no event shall this Agreement continue in effect beyond the expiration or termination of the ACC.
- C. Prior to the expiration of this Agreement, or in the event of early termination of this Agreement, the LA agrees to use all reasonable efforts to assist in the orderly transition of this Agreement, including, but not limited to, the orderly transfer of any Program records and any other information, documentation, or materials required to satisfy the obligations and Tasks set forth herein, or otherwise required under a replacement ACC, as may be required by HTFC or another LA.

III. PROGRAM OBLIGATIONS OF THE LOCAL ADMINISTRATOR

- A. The LA agrees to administer an allocation of Section 8 Housing Choice Vouchers on behalf of HTFC. For each voucher assigned, the LA will satisfy all obligations listed in the **Scope of Work** (annexed hereto as **Exhibit A**) and their associated duties (collectively, the “Tasks”) in accordance with HTFC’s ACC, its current Administrative Plan, and all applicable federal and State statutes and regulations. Additional considerations for Tasks are set forth in Section IV herein.
- B. The LA shall perform the Tasks as defined herein in accordance with the ACC, the Administrative Plan, the Scope of Work, any HTFC issued policies or procedures, and all applicable federal and State regulations, rules, or guidance, including the **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** annexed hereto as **Appendix III**. The LA shall adhere to all applicable federal requirements, and additionally, if directed to do so by HTFC, implement rules or regulations issued during the Term of this Agreement.
- C. During the Term of this Agreement, the LA shall remain current on all federal rules, including new guidance issued by HUD, to ensure that all staff employed for the Program are adequately trained and certified in accordance with HUD standards. In addition, the LA must remain current on all applicable State and local laws, regulations, and rules.

- D. HTFC will provide a centralized data solution for LAs to utilize in the performance of these Tasks, in addition to the required HUD databases. The LA is required to learn and follow instructions for the use of the data solution provided by HTFC. The LA shall implement and utilize the HTFC provided data solution in addition to HUD-required databases in compliance with any instructions provided by HTFC or HUD.
- E. The LA shall ensure that all Section 8 participants, applicants, and landlords, including those with technology and language barriers, have reasonable access to the services provided in the Scope of Work.
- F. The LA shall require all employees who handle Program data, to execute a confidentiality pledge to be provided by HTFC. The LA shall keep the executed documents on file and make them available upon request by HTFC.
- G. The LA shall require all employees whose roles and responsibilities are reflected in the Tasks listed in Exhibit A to be residents of New York State. HTFC may, at its discretion, provide a waiver of this requirement, upon request, on a case-by-case basis.

IV. SCOPE OF WORK

The LA agrees to perform the Tasks set forth in **Exhibit A**. HTFC may modify Tasks consistent with the Program's requirements, in accordance with this Agreement. The Scope of Work is not limited to the LA's responsibility to manage the basic administration of the Program but also includes issuing written determinations when required based on applicable federal regulations. The LA shall endeavor to make such determinations consistent with HTFC's mission. In the event a determination by the LA is challenged in a court of law, the LA shall appear and defend itself at its own expense.

V. LOCAL ADMINISTRATOR COMPENSATION FOR SERVICES

- A. **Per Voucher Fee.** The LA agrees to serve the following counties for the price per leased voucher administered each month in exchange for costs and services in connection with this Agreement:

Name of County:	Price per voucher:
[REDACTED]	[REDACTED]

- B. HTFC will review this fee annually and consider requests from the LA for an annual increase of between one and four percent at HTFC's sole discretion. Revisions in the fee will be sent by way of an official notification 30 days prior to adjustment.

- C. **Additional Fees for additional Work Scope Items.** The LA agrees to provide the following additional services for compensation above the per voucher fee (check all that apply)

[REDACTED] FSS	(List counties) [REDACTED]
[REDACTED] Homeownership	(List counties) [REDACTED]

Mobility (list counties)

(List counties)

The LA may receive grant funds for the administration of the Family Self Sufficiency (“FSS”) program as funding is made available by HUD through the annual FSS Notice of Funding Availability (“NOFA”). If the LA participates in the Homeownership program, the LA will also be eligible to receive additional fees for each voucher family that closes on purchasing a home. The LA will receive (i) Seven Hundred Fifty Dollars (\$750) if one family purchases a home in a calendar month, (ii) One Thousand Dollars (\$1,000) per closing (Two Thousand Dollars (\$2,000) total) if two families complete the purchase of a home in one calendar month, and (iii) One Thousand Five Hundred Dollars (\$1,500) per closing if three or more families complete the purchase of a home in one calendar month.

- D. Port-out Fee.** In lieu of the regular per voucher fee, a separate, standard port-out fee of Fifteen Dollars and Fifty-Five Cents (\$15.55) is established for HCV participants who port to another PHA and for whom the receiving PHA decides to enter into a billing arrangement with HTFC. While HAP and the portability administrative fees are issued to the receiving PHA, the LA will receive the port-out fee for each Unit Month Leased tied to cases in port move-out status. The LA administering the port-out case must, amongst other responsibilities, update the information submitted by the receiving PHA in Form-52665 when HUD-defined actions are carried out by the receiving PHA that impact the HAP calculation.
- E. Port-in Fee.** For cases where a household ports from an initial PHA to HTFC, the LA responsible for that case will monitor the timely receipt of HAP and administrative fees from the initial PHA. As part of this process, the LA that receives the ported voucher can claim a port-in fee in lieu of the regular per voucher fee. This process is currently handled through a fee adjustment in the HTFC data solution and is based on the HUD portability fee calculation. The fee is calculated by taking the lower of the following: (1) The initial PHA’s Column B administrative fee rate multiplied by 80% OR (2) HTFC’s Column B rate. The lower of those two numbers are then multiplied by the current HUD-issued national proration factor. The B-Rates and fee proration factor is subject to change, as decided by HUD. Changes to these values will impact the portability fees that can be claimed in conjunction with each portability case administered.
- F. Repayment Agreements fees.** The LA will receive a one-time fee when a participant repayment agreement is closed out that shall be equal to 50% of the amount recollected for a repayment agreement of One Thousand Dollars (\$1,000) or less. For repayment agreements between One Thousand One Dollars (\$1,001) and Two Thousand Dollars (\$2,000), the LA is paid the lesser of 50% of the amount requested or Seven Hundred Fifty Dollars (\$750). For repayment agreements at Two Thousand One Dollars (\$2,001) or above, the LA is paid the lesser of 40% of the amount collected or Five Thousand Dollars (\$5,000).

- G. HTFC reserves the right to negotiate additional fees for service with the LA to implement new initiatives related to rental assistance as federal or State resources become available.
- H. Payments are made pursuant to HTFC's Prompt Payments Policy, a copy of which may be downloaded from HTFC's website at:
<https://hcr.ny.gov/system/files/documents/2019/02/promptpaymentpolicy-hafc1988april-2014final.pdf>.
- I. All payments made to the LA will be subject to audit and review and adjustment by HUD and HTFC.
- J. If the LA has failed to fulfill any of the services contained herein or in the annexed documents (*as determined by HTFC or HUD*), HTFC may withhold all, or any portion thereof, through written notice and explanation per-voucher fee.
- K. The LA agrees that HTFC has no obligation to make any payments under this Agreement until and unless HUD provides funds to HTFC under the ACC.

VI. HTFC DATA SOLUTION TECHNOLOGY

HTFC will provide a centralized data solution for the LA to utilize in the performance of the Tasks outlined under Exhibit A, in addition to the required HUD databases. The LA is required to implement the data solution by learning and following guidelines or attending trainings for the use of the HTFC provided data solution. HTFC reserves the right to periodically update its current data solution, or to replace part or all of its data solution, as necessary. HTFC will provide adequate notice and training to the LAs in advance of any changes.

- A. If a license is required for each concurrent user, HTFC will provide the LA with a sufficient number of licenses as HTFC determines necessary.
- B. Use of this system for purposes other than those authorized by HTFC is prohibited. System usage may also be monitored and/or audited.
- C. The LA agrees that it has sufficient technological and physical capacity to securely operate HTFC's data solution, the federal Enterprise Income Verification ("EIV") system, and all other State and federal systems necessary to deliver the Tasks in the Scope of Work.
- D. HTFC reserves the right to change or upgrade its software and impose new user requirements as necessary.

VII. INSURANCE

The LA is required to provide and maintain, at its (their) sole cost and expense, the required insurance coverages, at the minimum limits specified herein, during the Term of this Agreement and for two years after completion of work. All required insurance policies must be maintained with insurance

companies licensed within the State of New York and holding an AM Best rating of no less than A-VIII. In addition, companies writing insurance intended to comply with the requirements should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. HTFC may, in its sole discretion, accept policies of insurance written by a non-authorized carrier(s). A completed Excess Lines Association of New York ("ELANY") affidavit or other documents demonstrating the company's strong financial rating must accompany these policies. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the policy's renewal date, with insurance that meets the requirements above.

The LA shall deliver to HTFC evidence of the insurance required herein in a form satisfactory to HTFC. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and approval by HTFC does not and shall not be construed to relieve the LA of any obligations, responsibilities, or liabilities under this Agreement. The LA shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this Agreement.

The LA shall provide HTFC with a Certificate or Certificates of Insurance, in a form satisfactory to HTFC, as detailed below. Certificates shall name the Housing Trust Fund Corporation, Hampton Plaza, 38-40 State Street, Albany, NY 12207 as the certificate holder. Within 30 business days of receipt of any notice of cancellation or non-renewal of insurance, the LA shall provide HTFC with a copy of any such notice received together with proof of replacement coverage that complies with the insurance requirements in this Agreement.

Certificates of Insurance must indicate the applicable deductible or self-insured retentions for each listed policy. Deductibles or self-insured retentions above One Hundred Thousand Dollars (\$100,000) are subject to approval from HTFC. Such approval shall not be unreasonably withheld, conditioned, or delayed. The LA shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the LA provides the required insurance through self-insurance, then the LA must show evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator.

Prior to the commencement of any work by a Subcontractor, the LA shall require such Subcontractor to procure insurance policies as required herein and maintain the same in force during the term of any work performed by that Subcontractor, unless otherwise approved by HTFC. HTFC reserves the right to set minimum insurance limits in any subcontracting agreement between the LA and its Subcontractor (s). An Additional Insured Endorsement CG 20 38 04 13 (*or the equivalent*) evidencing such coverage shall be provided to the LA prior to the commencement of any work by a subcontractor and shall be provided to HTFC upon request. For subcontractors that are self-insured, the Subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Subcontractor would have been required to pursuant to this section had the Subcontractor obtained such insurance policies.

Commercial general liability and business automobility insurance policies shall provide that the required coverage be primary and non-contributory to other insurance available to HTFC and its officers,

agents, and employees. Any other insurance maintained by HTFC and its officers, agents, and employees shall be excess and will not contribute with the LA's insurance.

For the commercial general liability, business automobile liability, and workers' compensation insurance required below, the LA shall include in its policies insuring against loss a waiver of the insurer's right of subrogation against HTFC and its officers, agents, and employees. If such waiver is unobtainable, then the LA shall include (i) an express agreement that such policy shall not be invalidated if the LA waives or has waived before the casualty, the right of recovery against HTFC and its officers, agents, and employees or (ii) any other form of permission for the release of HTFC and its officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

The LA shall deliver to HTFC evidence of renewal or coverage replacement that complies with the insurance requirements set forth in this Agreement. If at any time during the Term of this Agreement, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Agreement, or proof thereof is not provided to HTFC, the LA shall immediately cease work. The LA shall not resume work until authorized to do so by HTFC

The LA must furnish HTFC evidence of the insurance requirements indicated below prior to execution of this Agreement. The LA shall obtain and maintain in full force and effect, throughout the Term of this Agreement, at their own expense, the following insurance with limits not less than those described below and as required by the terms of this Agreement or as required by law, whichever is greater. HTFC reserves the right to modify these insurance requirements.

- a. Commercial General Liability Insurance, including Contractual Liability of no less than One Million U.S. Dollars (\$1,000,000) per occurrence, Two Million U.S. Dollars (\$2,000,000) aggregate and Products and Completed Operations. The liability limits may be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on the current edition of ISO occurrence form CG 00 01, or its equivalent. It must not include any exclusions or limitations other than those incorporated in the standard form.

The LA shall include coverage for on-going work and operations naming as additional insureds (*via ISO coverage forms CG 20 10 04 13 or CG 20 38 04 13, or a form or forms that provide equivalent coverage*): The Housing Trust Fund Corporation, its Affiliates, and their officers, agents, and employees. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. If the LA is self-insured, the LA shall be obligated to defend and indemnify the above-named additional insured in the same manner that the LA would have been required had the LA obtained such insurance policies.

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another, assumed in a

- contract;
- Defense and indemnification obligations, including obligations, assumed the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by this Agreement.

- b. Data Breach and Privacy/Cyber Liability Insurance, in an amount not less than Five Million U.S Dollars (\$5,000,000) each claim, the LA is required to maintain coverage during the Term of this Agreement and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the LA's computer systems due to the actions of the LA which results in unauthorized access of the data. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies.

Said insurance shall provide coverage for damages arising from, but not limited to, the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (*e.g., medical, financial, or personal in nature in electronic or non-electronic form*);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer's property including, but not limited to, money and securities.

If the policy is written on a claims made basis, the LA must submit to HTFC an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable

- c. Errors and Omissions /or Professional Liability, in an amount, not less than Five Million U.S. Dollars (\$5,000,000) each claim, the LA shall maintain coverage during the Term of this Agreement, Errors and Omissions/Professional Liability Insurance for claims for damages arising from computer-related services including, but not limited to, the following: consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. Required insurance coverage limits may be provided through a combination of primary and

excess/umbrella liability policies

If the policy is written on a claims-made basis, the LA must provide to HTFC proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”), providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

- d. Automobile Liability, such insurance shall cover liability arising out of an automobile used in connection with performance under this Agreement including owned, leased, hired, and non-owned automobiles bearing, or under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear license plates in the amount not less than One Million U.S. Dollars (\$1,000,000) per accident.
- e. Workers’ Compensation and Disability Benefits - Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a contract or any contract renewal. The LA must provide HTFC with proof of workers’ compensation and disability insurance before beginning work under this Agreement. Proof of workers’ compensation and disability benefits coverage or proof of exemption must be submitted to HTFC prior to execution of this Agreement, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers’ Compensation Board. An ACORD form is not acceptable proof of New York State workers’ compensation or disability benefits insurance coverage.

Proof of Compliance with Workers’ Compensation Coverage Requirements:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- C-105.2 – Certificate of Workers’ Compensation Insurance (*or U-26.3 if insured through the State Insurance Fund*); or
- SI-12 – Certificate of Workers’ Compensation Self-Insurance (*or GSI-105.2 Certificate of Participation in Workers’ Compensation Group Self-Insurance*); or
- Form GSI-105.2, Certificate of Participation in Workers’ Compensation Group Self-Insurance, available from the LA’s Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers’ Compensation and/or

- Disability Benefits Insurance Coverage is Not Required; or
- DB-120.1 – Certificate of Disability Benefits Insurance; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

An instruction manual clarifying the New York State Workers’ Compensation Law requirements is available for download at the New York State Workers’ Compensation Board’s website at <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

VIII. NOTICES

A. All notices regarding this Agreement shall be sent to:

If to HTFC:	Housing Trust Fund Corporation Attn: Connie Bruno, Director, Section 8 Housing Choice Voucher Program 25 Beaver Street New York, New York 10004 Connie.Bruno@nyshcr.org
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If to the LA:	_____ _____ _____ _____
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- B. Notice given pursuant to this section shall be in writing and effective upon receipt as evidenced by either (a) electronic mail, (b) certified mail, return receipt requested, or (c) overnight courier (*such as Federal Express*).
- C. The person and address for notices as set forth above may be modified or amended by written notice.

IX. NONCOMPLIANCE AND TERMINATION OF AGREEMENT

- A. Termination without cause
- i. Either Party may terminate this Agreement at any time during the Term of this Agreement, without cause and for any reason, upon one hundred twenty (120) days prior written notice to the other Party (“Notice of Termination”).

- ii. The Notice of Termination must be issued pursuant to the Notices section of the Agreement.
- iii. If the ACC is terminated, canceled, or otherwise unfunded and LA is notified or otherwise becomes aware of the same, then the LA shall contact HTFC for guidance. Nevertheless, this Agreement will terminate upon the latest funding date of the ACC.

B. Events of Default: Any of the following shall constitute an “Event of Default:”

- i. Failure to perform the Tasks set forth in this Agreement and annexed documents;
- ii. Noncompliance with any provision of this Agreement;
- iii. Violation of the Administrative Plan, applicable Federal regulations, or any other applicable State or federal rules in carrying out the Tasks required by the Scope of Work under this Agreement (“Services”);
- iv. Failure to comply with any other written guidance issued by HTFC;
- v. Failure to maintain the minimum requirements of the ACC;
- vi. Actions by the LA or its staff, officers, subcontractors, or agents that would or do jeopardize the health, safety, and welfare of the Program participants;
- vii. Actions by the LA or its staff, officers, subcontractors, or agents that would or do damage the reputation and credibility of HTFC or the State of New York;
- viii. Instances of fraud or any misrepresentation by the LA or its staff, officers, subcontractors, or agents;
- ix. Failure to perform in accordance with the LA’s most recent Operations Plan accepted by HTFC or failure to notify HTFC of changes to the Operations Plan.
- x. In the event that the LA shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the LA or any of its affiliates seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of its or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or debtors, or seeking the entry of an order of relief or the appointment of a receiver, trustee, or other similar official for it or any substantial part of its property; or LA shall take any corporate action to authorize any of the actions set forth above in this paragraph.
- xi. In the event the LA is Non-Operational because of a Force Majeure Event or otherwise, provided that, without limiting any other remedy it may have, HTFC may, at any time, terminate the affected portion of this Agreement and HTFC may elect to either perform the affected Services itself or, at any time, contract with a third party for substitute services.
- xii. In the event, there has been a material, adverse change in the financial condition of the LA, which affects the ability of LA to perform the Services.
- xiii. In the event of a change in control of the LA where such control is acquired, directly or indirectly, in a single transaction or series of related transactions by an entity that HTFC believes would adversely affect HTFC or any HTFC Affiliate’s public

mission or the Services, (ii) that all or substantially all of the assets of LA are acquired by any entity, or (iii) that the LA is merged with or into another entity to form a new entity, provided, that, HTFC may terminate this Agreement at any time within six (6) months after the last to occur of such events. For purposes of this paragraph, "Control" shall mean the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (*or other ownership interest, if not a stock corporation*) of the LA.

- xiv. If the LA shall or shall attempt to assign or transfer in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of this Agreement (*other than pursuant to subcontractors that are approved in writing by the HTFC*) or any interest therein without, in any such case, the prior written consent of HTFC in accordance with Section XXIII of this Agreement, or LA shall encumber in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of this Agreement, or any interest herein without, in any such case, the prior written consent of the HTFC.
- xv. If the LA or any of its affiliates, officers, or controlling owners shall become the subject of any investigation by any governmental authority for violation of any law or regulation or shall commit any act that HTFC believes will reflect badly on the standing of HTFC or any HTFC Affiliate or cause negative media attention on HTFC, any HTFC Affiliate or its or their employees via acts or omissions arising from LA activities, whether or not related to Services performed under this Agreement.
- xvi. If any change in law or regulation results in circumstances that adversely affect (a) LA's ability to provide the Services for the Fees or (b) LA's performance of the Services.
- xvii. If HTFC determines that the LA no longer has sufficient staff, facilities, or technology necessary to operate the Program and comply with all requirements.
- xviii. Failure to obtain the necessary subcontracts to comply with the Office of Economic Opportunity & Partnership Development's minority and/or women owned business enterprise ("MWBE") and service disabled veteran own business ("SDVOB") requirements or failure to provide evidence of unsuccessful outreach. This clause shall only apply to an LA that is not self-performing 100% of the Services or if this Agreement includes MWBE and SDVOB participation goals.
- xix. **If the U.S. Department of Housing and Urban Development, or another appropriate federal agency, takes action to terminate the HTFC's Section 8 Housing Choice Voucher Annual Contributions Contract, or if sufficient federal funding is not available to sustain program operations.**

C. Default Notice. Upon the occurrence of any of the above Events of Default, HTFC may issue a Notice of Default. The LA shall have a minimum of five (5) business days to cure such Event of Default, except as provided for in this subsection. HTFC may under emergency circumstances require that a default be cured in fewer than five (5) business days but no less than 24 hours if it determines that: (i) the safety, health, or well-being of

Section 8 participants, staff, or the public may be in jeopardy; (ii) federal, State or local law requires immediate action; OR (iii) immediate action is required to protect the interest of HTFC. If the LA wishes to dispute any portion of the default notice, they must submit a protest in writing to the HCV Director within forty-eight (48) hours of receiving the notice, except in emergency circumstances, in which case the protest must be received within 24 hours. The HCV Director will review the protest and determine whether to withdraw or amend the default notice at the HCV Director's sole discretion.

- D.** Remedies. If the Default is not cured within the time set forth in the Notice of Default, HTFC shall have the right to terminate this Agreement. Such termination shall be delivered by notice pursuant to the notice provisions of Section VIII of this Agreement, contain a reason for the termination of this Agreement, and a specific date for the transition of the obligations and Tasks contained in this Agreement and all Program records.

In the event the LA is notified of termination, it shall make all reasonable efforts to transition to a new LA or other administrator specified by HTFC as expeditiously as possible, at costs to the LA. Such transition shall include the transfer of all electronic and paper records and any other information in possession of the LA that may be necessary or helpful in the transition process.

Notwithstanding the above, HTFC may impose another remedy at its sole discretion, including but not limited to, reducing the LA's Administrative Fee up to 20% for as many as 12 months, preventing the LA from future participation in the Program, notifying other government agencies of the default possibly affecting other contracts, placing the LA on any appropriate debarment list for future government contracts and seeking legal recourse for damages.

In the event the LA fails to provide notice of its intent to terminate this Agreement as required in Section IX (A)(i) above, LA shall not contest that HTFC will incur additional costs and obligations as a result of such insufficient notice. LA understands that such failure is a default under this Agreement and shall entitle HTFC to remedies as described herein and as otherwise allowed by law.

X. PROGRAM REPORTS, RECORDS, AND ACCOUNTS UNDER CONTRACT

- A.** The LA shall maintain and provide all Program records (reports, records, and accounts) in such form, content, and frequency as required by this Agreement, HTFC, and HUD or as necessary for the Program's administration.
- B.** HTFC and HUD shall have access to Program records immediately upon request to exercise the responsibilities necessary to monitor this Agreement and the ACC.
- C.** All Program records shall be retained for a minimum of three (3) years unless otherwise specified by HTFC and HUD. FSS records shall be kept for five years unless otherwise specified.

- D. The LA agrees that all Program records are the property of HTFC. Upon termination of this Agreement, the LA shall deliver all Program records to HTFC or its designee within 30 days of said termination.

XI. NON-DISCRIMINATION AND CIVIL RIGHTS

The LA agrees to comply with all local, State, and federal laws, regulations, and requirements with regard to fair housing, non-discrimination, and equal opportunity, including, but not limited to, Title VI of the Civil Rights Act of 1964, Executive Order 11063, Title VIII of the 1968 Civil Rights Act (Fair Housing Act), Section 504 of the Rehabilitation Act, the American with Disabilities Act (“ADA”) (*which also prohibits discrimination based on disability and provides guidelines on reasonable accommodations*), The Age Discrimination Act of 1975, and the Violence Against Women Reauthorization Act of 2013 (*HUD regulations at 24 CFR part 5, subpart L*), and New York State Executive Law Article 15 Human Rights Law.

XII. CONFIDENTIALITY AND DATA SECURITY

All LA personnel and personnel of LA’s subcontractors, shall, if performing Services under **Exhibit A** under this Agreement, be required to complete and submit to HTFC a Confidentiality Pledge substantially in the form attached hereto as **Exhibit B**. The LA shall keep an executed copy of a Confidentiality Pledge for each employee, and each employee of its subcontractor(s), performing Services under this Agreement prior to the date on which such employee or subcontractor commences to perform such Services.

A. Certain Definitions.

- i. “Client Information” shall mean all information and data pertaining to a prospective, current or past client, applicant, agent, eligible, or other intermediary of HTFC or HTFC Affiliate including, but not limited to, such person’s address, telephone number, bank account information, and other contact information, image, gender, age, account or other identifying numbers or attributes, and financial, health and insurance information, and other information about an individual, including the fact that the individual is or was a client or applicant of HTFC or any HTFC Affiliate and this includes, but is not limited to, any and all Section 8 applicants, voucher recipients, and participating landlords.
- ii. “Data” shall mean any and all data in any form, that is collected, copied, processed, transferred or otherwise used by or on behalf of the LA in performing the Services, including without limitation, Client Information and Personal Data, which is made available directly or indirectly to LA in connection with the performance of the Services.

- iii. “Data Privacy and Security Laws” shall mean: (a) all federal and New York State privacy, security and data protection laws, rules and regulations including, without limitation, U.S. and New York State laws applicable to data privacy and security, as well as applicable security breach and identity theft notification laws of any applicable jurisdiction and all then-current industry standards, guidelines and practices with respect to privacy, security and data protection including the collection, processing, storage, protection, use and disclosure of Data, forensic imaging and, electronic server and system data extraction; and (b) the applicable privacy policies of HTFC applicable to any of the foregoing which are provided to the LA in written form from time to time or posted on the web site of New York State Homes and Community Renewal.
 - iv. “Personal Data” shall mean any information that, alone or in combination with other information, relates to a specific, identifiable individual person. Personal Data includes, without limitation, individual names, social security numbers, telephone numbers, home address, driver’s license number, account number, email address, and vehicle registration number. Any information that can be associated with Personal Data shall also be Personal Data. For example, an individual’s age alone is not Personal Data, but if such age were capable of being associated with one or more specific identifiable individuals then such age would be deemed Personal Data.
- B.** The LA agrees that (i) at all times during the Term of this Agreement and thereafter, it will comply with its obligations under all applicable Data Privacy and Security Laws, (ii) Data will not be utilized by the LA or any LA Personnel for any purpose other than for the purpose of rendering the Services outlined in **Exhibit A** under this Agreement, and shall be accessible by the LA Personnel on a need-to-know basis only, and (iii) HTFC is solely responsible for determining the purposes for which, and the manner in which, Data is or is to be processed under this Agreement, HTFC reserves the right to review the LA’s policies, procedures and practices used to maintain the privacy, security and confidentiality of Data.
- C.** Security Measures. Without limiting the LA’s other obligations under this Section 12, the LA shall, and shall contractually require and cause LA Personnel to: (i) implement and maintain reasonable technical and organizational security measures, procedures and practices appropriate to the nature of the Data and take such other actions as are necessary to maintain conformance with high industry standards of security and to ensure the security and confidentiality of the Data, protect against any anticipated or actual threats or hazards to the security or integrity of the Data and prevent unauthorized and unlawful access to, processing or destruction, damage, loss, use, modification and disclosure of Data, and (ii) otherwise keep the Data confidential in accordance with the terms of this Agreement and any applicable Data Privacy and Security Laws.
- D.** Without limitation of the above, the LA shall (*and shall cause LA Personnel to*) take all precautions and adopt all safety measures to avoid the foregoing risk, through: (i)

encrypting Data consisting of, without limitation, financial account information, social security number, driver's license or non-driver identification card number, mother's maiden name, date of birth, passwords, biometrics, electronic serial number, personal identification number or code and/or any other account information and/or account activity information or other information or data that can be used for identity theft (even that which is not personally identifiable) and other sensitive information with industry standard encryption levels at all times while in transit or stored; (ii) prohibiting LA Personnel from bringing, transporting or transmitting Data to their homes or personal computers, e-mail accounts, devices or media without taking the necessary security precautions; and (iii) adopting up-to date and leading edge technologies in consultation with, or otherwise at the request of, HTFC for the safe, secure and accurate collection, processing, storage, and distribution of all Data including, but not limited to, by changing default security settings (*including, without limitation, passwords*) and promptly installing all updates, patches and security enhancements made available by the vendors of any of the third party products used in connection with such collection, processing, storage and distribution. The LA is responsible for tracking any changes to requirements, and for taking proactive and timely steps to upgrade its security measures and safeguard client data in compliance with any new or revised regulations.

- E. Requests for Data and Information.** If the LA should receive any legal request or process in any form seeking disclosure of Data, the LA shall provide HTFC with prompt prior notice of such request so that HTFC may seek a protective order or pursue other appropriate remedies to protect the confidentiality of such information. The LA is strictly forbidden from sharing data with any third party without HTFC's prior written approval unless required by a court order; and is solely responsible for enforcing confidentiality among its employees and subcontractors. If any data in its possession is compromised, the LA will assume all responsibility for any legal costs or judgments incurred by HTFC. The LA agrees to furnish only that portion of the information which is legally required to be furnished and, in consultation with HTFC, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished. The LA shall: (i) upon the request of HTFC or any regulatory entity, promptly provide HTFC or such regulatory entity with information regarding its security measures; (ii) immediately provide HTFC or any such regulatory entity with detailed information regarding any failure or breach of its security measures including, without limitation, how and when such failure or breach occurred and what actions the LA is taking to remedy such failure or breach; and (iii) cooperate in the investigation of the failure or breach of such security measures at HTFC's or any regulatory entity's request. The LA understands that an investigation resulting in a finding that the LA was in breach of the security measures outlined in this section will result in a decrease of administration fees and or termination of this Agreement.
- F. Notification of Security Breach and Incident Response.** Without limitation of the foregoing, the LA shall immediately advise HTFC in the event that it learns, or has reason to believe, that there has been unauthorized access to or use of, or any security breach

relating to or affecting, Data, or that any person who has had access to Data has violated or intends to violate the terms of this Agreement, and the LA shall, at its own expense, cooperate with HTFC in investigating and responding to the foregoing, notifying clients or other affected individuals as required by law, and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of Data.

XIII. NO CHARGES OR FEES TO APPLICANT OR OWNER

Under no circumstances may the LA make any charges or fees for services under this Program for any reason to the applicants, participating families, or owners.

XIV. SUBCONTRACTING OF SERVICES

The LA shall not subcontract any portion of its obligations under this Agreement without the prior written approval of such subcontract from HTFC.

XV. STATEMENT ON DIVERSITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT

- A. This Agreement will be funded 100% with federal funds; however, the Agreement will not be subject to the income requirements in Section 3 of the HUD Act of 1968.
- B. HTFC is committed to ensuring that employment and other economic opportunities generated by HUD's financial assistance, to the greatest extent feasible and consistent with existing federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. The LA is strongly encouraged to pursue this goal as well.
- C. Equal Opportunity Requirements and Procedures

The LA's completed [EEO Staffing Plan, PROC-1 form](#), is attached hereto as **Exhibit C**. The Staffing Plan reports the actual workforce utilized in the performance of this Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. Pursuant to Executive Order #162, the LA and its subcontractors, if any, are required to report the gross wages paid to each of their employees for the work performed by such employees under this Agreement on a quarterly basis. The [quarterly EEO Workforce Utilization Report, PROC-5 form](#) is attached hereto as **Exhibit D**. It must be submitted to report this information for the quarters ending March 31, June 30, September 30 and December 31. Quarterly EEO Workforce Utilization Reports shall be submitted, in PDF format, to Econ.Opportunity@nyshcr.org by April 5th, July 5th, October 5th and January 5th.

The EEO Workforce Utilization Report and Instructions may be downloaded at the following web addresses:

<https://hcr.ny.gov/system/files/documents/2019/02/proc5-workforceutilization.xlsx>

and

<https://hcr.ny.gov/system/files/documents/2019/02/proc5-workforceutilization-instructions.pdf>

XVI. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for a failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the Party's reasonable control such as failures or fluctuations in electrical power, heat, light, telecommunications lines, or telephones. In any such event of force majeure, the LA's obligations hereunder shall be postponed for such time as their performance is suspended or delayed on account thereof. The LA shall promptly notify HTFC in writing upon learning of the occurrence of such event of force majeure providing the particulars of the event and the reasons for the event of force majeure preventing the LA from, or delaying the LA in, performing its obligations under this Agreement. Upon the cessation of the force majeure event, the LA shall use commercially reasonable efforts to resume its performance with the least possible delay.

The LA must provide a revised program rescheduling the works to minimize the effects of the prevention or delay caused by the event force majeure. An event of force majeure does not relieve the LA from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event. Specific governmental measures are in existence on the federal, State, and local levels as a result of a pandemic resulting from a coronavirus; and may arise in future similar circumstances while this Agreement is in effect. These measures are expected to change based on the changing status of the virus, its level of transmission, the ability of the health care system to care for those affected, as well as health care and governmental approaches to limit the effects of the virus on society or in the government's attempt to mitigate the problem. The LA is required to follow the measures and provide the necessary contingencies to continue its obligations under this Agreement based on the wide parameter of potential responses to the coronavirus pandemic; and other similar events. The coronavirus pandemic or any event requiring governmental measures, therefore, may not be considered a force majeure affecting LA's obligations under this Agreement. Nevertheless, the LA is required to provide HTFC notice of any changes or delays required to continue operation during the pandemic as necessitated by governmental or reasonable health care measures.

The LA has no entitlement, and the HTFC has no liability for:

- (a) any costs, losses, expenses, damages, or the payment of any part of the price in this Agreement during an event of force majeure; and
- (b) any delay costs in any way incurred by the LA due to an event of force majeure.

XVII. EXHIBITS AND APPENDICES.

The following exhibits and appendices are hereby incorporated into this Agreement and, to the extent applicable, shall adhere to their provisions. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law principles thereof. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the federal and State courts located in New York, New York for any actions, suits or proceedings arising out of or relating to this Agreement.

Appendix I	Copy of ACC
Appendix II	HTFC's Administrative Plan
Appendix III	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix IV	HTFC's Standard Clauses for Contracts
Appendix V	HUD's Section 8 General Provisions for Contracts
Appendix VI	Participation by Minority Group Members and Women Requirements and Procedures for Contracts
Exhibit A	Scope of Services
Exhibit B	Confidentiality Pledge
Exhibit C	EEO Staffing Plan, PROC-1 Form
Exhibit D	EEO Workforce Utilization Report, PROC-5 Form and Instructions

XVIII. WAIVERS

The failure of HTFC to insist upon strict performance of any provision hereof, irrespective of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future, and no consent or waiver, express or implied, to any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to any other breach or default in the performance of the same or any other obligation hereunder. Any waiver must be in writing.

XIX. SEVERABILITY

If any of the provisions of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

XX. MODIFICATIONS

HTFC, at its discretion, may exercise its option to modify any provision in this Agreement including, but not limited to, the Scope of Services and compensation, on an as needed basis, with the mutual written consent of the Parties.

Notwithstanding the foregoing, an amendment, change, modification or waiver to or in connection with this Agreement shall not be valid unless made in writing and signed by the Party against whom enforcement is sought. This Agreement is deemed to have been drafted jointly by the Parties, and any uncertainty or ambiguity shall not be construed for, or against, either Party as an attribution of drafting to either Party.

The Parties agree and understand that any Agreement, or any amendment to extend an agreement, that exceeds, or can in the aggregate exceed a five-year period, will require the affirmative concurrence of HTFC's Board to extend the term of the contract beyond a five-year period without undergoing a new solicitation process.

XXI. HEADINGS; COUNTERPARTS

The descriptive headings of the Sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together as a whole, shall constitute one and the same instrument.

XXII. ENTIRE AGREEMENT.

This Agreement including the exhibits and appendices referenced in **Section XVII** herein titled "Exhibits and Appendices," constitutes the entire agreement between the LA and HTFC with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

XXIII. CONFLICT.

Any conflict among this Agreement, HUD's rules, regulations, and requirements (*including those set forth in, **Appendix III***), HTFC's Standard Clauses for Contracts or the ACC provisions shall be resolved by the application of HUD's rules, regulations, and requirements or ACC provisions. All Services under this Agreement are subject to federal requirements and the rules listed in HTFC's Section 8 Housing Choice Voucher Administrative Plan and HUD's Section 8 General Provisions for Contracts, attached hereto and incorporated herein as **Appendix V** (and collectively, "Federal Rules and Requirements"). In the event of a conflict between the terms of this Agreement and the Federal Rules and Requirements, the Federal Rules and Requirements shall prevail and control.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered in the State of New York as of the day and year first written above.

LOCAL ADMINISTRATOR

HOUSING TRUST FUND CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

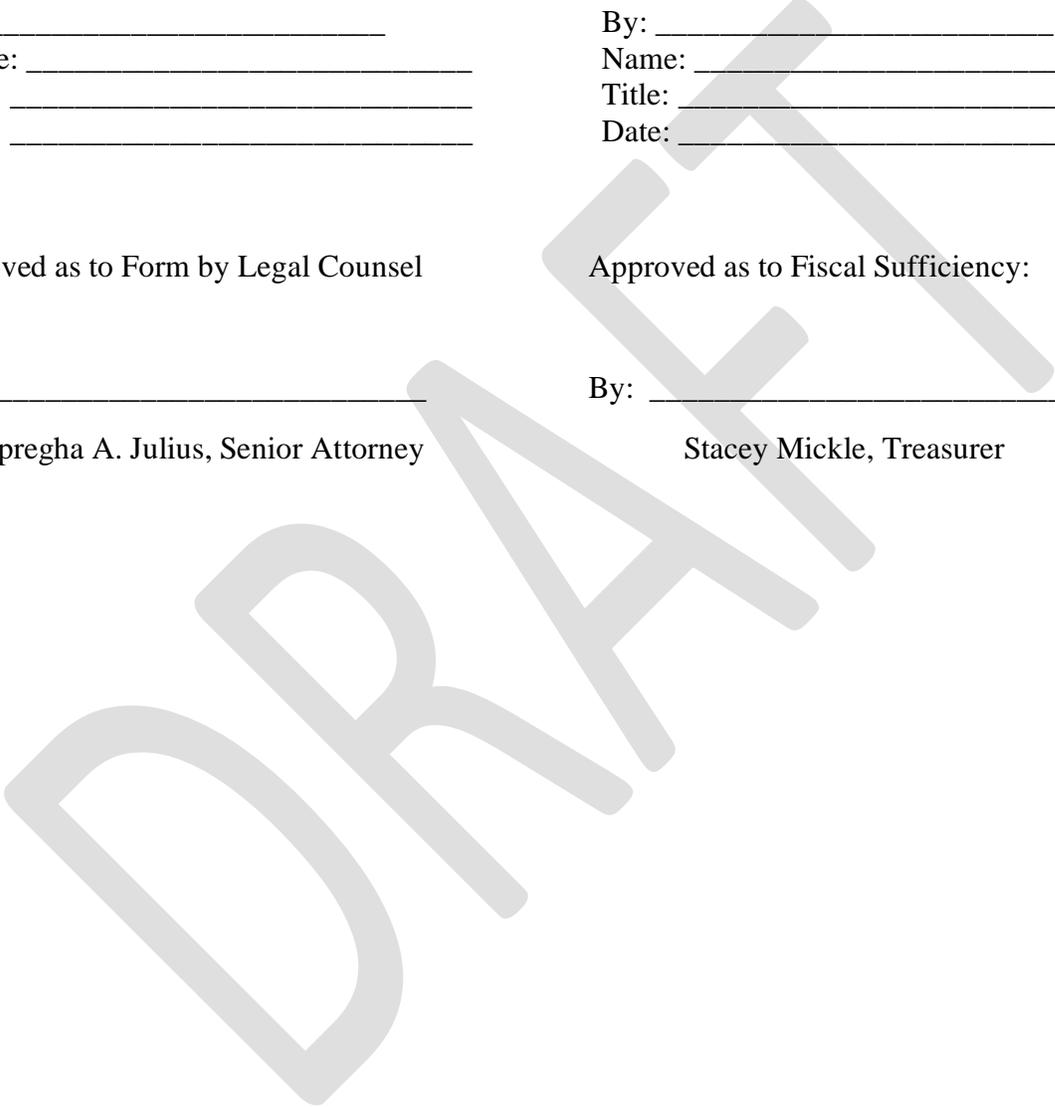
By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form by Legal Counsel

Approved as to Fiscal Sufficiency:

By: _____
Bomopregha A. Julius, Senior Attorney

By: _____
Stacey Mickle, Treasurer



APPENDIX I
Copy of the ACC

A copy of the ACC may be found at the following link:

<https://www.hud.gov/sites/dfiles/PIH/documents/HUD-53012ACC.pdf>

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APPENDIX II
HTFC's Administrative Plan

HTFC's Administrative Plan may be found at the following link:

https://hcr.ny.gov/system/files/documents/2021/04/admin-plan-version-2021.1_0.pdf

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APPENDIX III
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The following contract provisions apply to the LA, as applicable. Any reference to a “Contract” refers to this Agreement and any reference to a “Contractor(s)” refers to the LA.

1. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, the LA must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this contract is in excess of \$150,000, the LA must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. The LA must comply with 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 (42 U.S.C. 6201).
4. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The LA, by executing this Agreement, certifies that it is not presently suspended, debarred, proposed for debarment or otherwise excluded by the federal government, and that should the LA become suspended, debarred, proposed for debarment or otherwise excluded by the federal government, the LA shall immediately notify HCR.
5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The LA agrees to conform to the aforementioned requirements

APPENDIX IV
HTFC'S STANDARD CLAUSES FOR CONTRACTS

HTFC's Standard Clauses for Contracts may be found at the following link:

https://hcr.ny.gov/system/files/documents/2021/09/appendix-i_agencies-standard-contract-clauses_sept-2021_final_0.pdf

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APPENDIX V
HUD's SECTION 8 GENERAL PROVISIONS FOR CONTRACTS

HUD's Section 8 General Provision for Contracts may be found at the following link:

<https://hcr.ny.gov/system/files/documents/2019/02/appendix-iihudprovisionssection8january-2019.pdf>

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EXHIBIT A
SCOPE OF WORK

WILL BE PROVIDED AT THE TIME OF CONTRACT EXECUTION

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EXHIBIT B
CUMULATIVE PAYMENT STATEMENT, PROC-6 FORM

Cumulative Payment Statement, PROC-6 Form, may be found at the following link:

<https://hcr.ny.gov/system/files/documents/2019/02/proc6-cumulativepaymentstatement.xlsx>

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EXHIBIT C
EEO STAFFING PLAN, PROC-1 FORM

The EEO Staffing Plan, PROC-1, may be found at the following link:

<https://hcr.ny.gov/system/files/documents/2019/02/proc1staffingplan.pdf>

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EXHIBIT D
EEO WORKFORCE UTILIZATION REPORT, PROC-5 FORM, AND INSTRUCTIONS

The EEO Workforce Utilization Report and Instructions may be downloaded at the following web addresses:

<https://hcr.ny.gov/system/files/documents/2019/02/proc5-workforceutilization.xlsx>

and

<https://hcr.ny.gov/system/files/documents/2019/02/proc5-workforceutilization-instructions.pdf>

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