



Enterprise[®]

NOTICE OF FUNDING AVAILABILITY AND REQUEST FOR PROPOSALS



Making Moves: Housing Choice Voucher Mobility Program

Date 8/15/2024 rev9/25/2024

This RFP is being released in cooperation with:



**Homes and
Community Renewal**

Kathy Hochul, Governor
RuthAnne Visnauskas, Commissioner/CEO

REQUEST FOR PROPOSALS (“RFP”)

Pre-Application Conferences:	9/10 3PM-4:30PM & 9/12 12PM-1:30PM
Submission Deadline for RFP:	November 15, 2024 11:59PM EST
Expected Date for Notice of Awards:	Mid-December 2024
Grant Period of Performance:	Up to 5 years, pending annual reviews

How to Apply: Applicants must submit full proposals through SlideRoom, the online system being used for this funding opportunity. To start your application, click [here](#).

IMPORTANT: SlideRoom automatically saves your work as you go. That means that even if you lose your internet connection or have computer problems, your work will be saved. You can log in and out as many times as you need to complete your proposal. However, once you submit your proposal you cannot go back to make any edits. Any technical issues with SlideRoom can be sent to support@slideroom.com or by accessing the online help desk: support.slideroom.com. Responses from SlideRoom typically take 48 hours.

Submission Deadline: November 15, 2024 11:59pm EST Proposals received outside of SlideRoom or after the deadline will not be accepted.

Application Info Sessions: Enterprise Community Partners (“Enterprise”) and New York State Homes and Community Renewal (“NYSHCR”) will host two application information sessions shortly after the release of this RFP, to review application details and requirements, on **September 10, 2024 from 3:00PM to 4:30PM** and **September 12, 2024 from 12:00PM to 1:30PM**.

To join September 10, 2024, please register here: shorturl.at/sO6xo

To join September 12, 2024, please register here: shorturl.at/qAz0H

Technical Assistance: Enterprise and the Poverty and Race Research Action Council (“PRRAC”) will host two technical assistance sessions during the application period in which Applicants may receive guidance on application questions, troubleshooting, etc., on **September 16, 2024 from 2:00 PM to 3:30 PM** and **September 25, 2024 from 10:00 AM to 11:30 AM**. Register for a technical assistance session by emailing mdeeter@enterprisecommunity.org.

Enterprise reserves the right to modify any part of this RFP including, but not limited to, the dates/times of the proposal deadline. Modifications will be made by issuance of amendments and/or addenda. Any amendment or addendum to this RFP will become part of this RFP. Modifications to the RFP will be posted to the Enterprise web page. If the Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Applicant will immediately notify Enterprise of such error in writing and request clarification or modification of the document. There are no designated dates for release of addenda. Therefore, interested Applicants should check the website frequently. It is the sole responsibility of the Applicant to be knowledgeable of all addenda related to this RFP process. Enterprise does not make any guarantees that funding will be offered through this type of RFP again in future years.

Enterprise reserves the right to either increase or decrease the number of applicants selected through this RFP without prior notification, and may cancel this RFP at any time. Yearly funding for the contracts resulting from this RFP as well as for any technical assistance or support is contingent upon the availability of federal Section 8 funds via New York State Homes and Community Renewal (“HCR”).

Questions: All interested Applicants will be afforded the opportunity to e-mail questions regarding this RFP. Applicants must e-mail these questions to Michael Deeter at mdeeter@enterprisecommunity.org. Applicants may not contact anyone other than mdeeter@enterprisecommunity.org with questions about this RFP. **Questions must be submitted by October 31, 2024 11:59PM EST. Any questions submitted after this date will not be answered.**

Notice of Revision: As of September 25, 2024, the following Request for Proposals (RFP) is amended to clarify that: Applications received in response to this NOFA will be determined ineligible if: 1. The application proposes to serve any county where there is presently a mobility program available to Section 8 participants in part or all of that county; and 2. That program is presently already receiving funding at the time of award through either the New York State Making Moves Program, the federal HUD Community Choice Demonstration, or any other related federal or state initiative.

The following language on page 5: “Proposals will not be accepted for Dutchess, Erie, Monroe, Nassau, Orange, Suffolk, Tompkins, or Westchester counties, nor will they be accepted for the five boroughs of New York City (i.e., Bronx, Kings, New York, Queens, or Richmond counties).” is replaced with the following: ““Proposals will not be accepted for Dutchess, Erie, Nassau, Orange, Suffolk, Tompkins, or Westchester counties, nor will they be accepted for the five boroughs of New York City (i.e., Bronx, Kings, New York, Queens, or Richmond counties).”

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APPLICATION GUIDELINES

I. STATEMENT OF PURPOSE

Enterprise Community Partners (“Enterprise”) seeks up to three (3) new Program Administrators to participate in the New York State Making Moves Program (“MMP”). The goal of this MMP is to assist Section 8 families with children in utilizing their voucher to obtain rental housing in areas that will offer greater access to opportunities and improve their well-being. Program Administrators must possess the local knowledge and real-world experience necessary to help families overcome housing and economic barriers in the county or region they propose to serve.

Eligible Applicants to this Request for Proposals (“RFP”) Include: 1. non-profits; 2. public housing authorities; 3. local units of government; or joint ventures between any of the three. The selected Program Administrators shall provide comprehensive mobility counseling and housing search assistance to low-income families with a federal Section 8 Housing Choice Voucher (“HCV”) in New York State. Program Administrators shall take a collaborative approach, assisting families on a county-wide or regional basis and in partnership with public housing authorities (“PHAs”), human service providers, and other local stakeholders. Mobility counseling shall be offered to voucher participants served by either New York State Homes and Community Renewal (“HCR”) or by a local PHA.

Funding will be provided for five (5) years, contingent upon the availability of federal funds, with mandatory quarterly reporting and annual reviews. Funds may cover staff, operating support, incentives and other program delivery costs. Program Administrators will receive technical assistance support from Enterprise in designing and implementing the mobility program. Enterprise will also support peer to peer learning opportunities and promote opportunities to share program learning and effective strategies statewide.

MMP is funded with federal Section 8 funds through NYS HCR in cooperation with the U.S. Dept. of Housing and Urban Development (“HUD”).

II. BACKGROUND

The federal Housing Choice Voucher program, commonly known as Section 8, provides low-income households with a rental subsidy to access quality, affordable homes. Although the HCV program has been successful at helping families obtain and pay for an apartment, research has shown that families with vouchers continue to live in areas of concentrated poverty and segregation. Housing mobility programs, like the one to be implemented through this Request for Proposals, aim to assist families with HCV vouchers to overcome barriers endemic to moving to well-resourced neighborhoods in order to expand access to economic mobility, higher-performing schools, job opportunities and other positive long-term outcomes.

Recent social science and economic research¹ has demonstrated that not only do comprehensive housing mobility services have a dramatic impact on the types of neighborhoods where low-income

¹ See research articles: [“Creating Moves to Opportunity: Experimental Evidence on Barriers to Neighborhood Choice,”](#) August 2019. [“The Effects of Exposure to Better Neighborhoods on Children,”](#) 2016.

families choose to live – they also lead to improved educational, economic, and health outcomes for low-income children who move to lower poverty areas.

Formally launched in Spring 2020 with funding from HCR, Enterprise currently supports the New York State Making Moves Programs operating in Buffalo, Long Island (Nassau and Suffolk County), Ithaca (Tompkins County), and Orange and Dutchess Counties. HCR also currently operates a similar program in Westchester County through its Local Administrator.

The goal of the program is to expand the housing choices and available resources for families participating in HCV who are seeking to move to well-resourced communities with low poverty and high-performing schools. This goal is consistent with the federal and state obligations to Affirmatively Further Fair Housing, which requires the state to address inequities that cause unequal and segregated access to housing. The mobility program will provide customized counseling and search assistance for Section 8 voucher holders who are interested in making a move to these communities, as well as financial support to enable these moves, and post-move supports to enable stability in the family's new community (see [Program Components](#) section). The program will also conduct outreach and recruitment to landlords and provide landlord incentives such as unit hold incentive payments. Proposals must include plans to address housing discrimination against protected classes, including training and education for landlords, participants and program staff, ongoing monitoring and tracking of suspected source of income (SOI) discrimination, and the establishment of partnerships with local fair housing organizations in New York State to ensure that cases are resolved.

III. ELIGIBILITY and CAPACITY

The following entities are eligible to apply as the Lead Applicant for funding under this RFP:

- Public Housing Authorities (PHAs);
- A unit of local government, including a village, town, city, county, or an instrument of local government;
- Not for profit corporations that currently provide housing services; and
- Partnerships and joint ventures between one or more PHAs, nonprofits, and/or unit(s) of local government.

Applicants may propose to utilize private entities as subcontractors; however, the Lead Applicant must be one of the above. Additional requirements, including diversity goals, may apply when subcontracting.

Proposals will be accepted for any county in New York State that *does not* currently have a state or federally-funded mobility program already in place. Proposals will not be accepted for Dutchess, Erie, Monroe, Nassau, Orange, Suffolk, Tompkins, or Westchester counties, nor will they be accepted for the five boroughs of New York City (i.e., Bronx, Kings, New York, Queens, or Richmond counties). All other counties in New York State are eligible.

Applicants should demonstrate that they have the organizational capacity to launch and run a program providing mobility services to a proposed number of families per year, with the expectation that a proposed percentage of those families will successfully move to well-resourced communities. It is necessary for Applicants to have or acquire a deep knowledge and understanding of local housing markets and the details of the HCV program. Applicants must also have an organizational commitment

to fair housing and the goals of racial and economic integration. **Applicants are encouraged to take a regional approach to providing mobility services, and must propose to serve no less than one entire county.** Multi-county proposals will also be considered and are encouraged. **Entities that serve as the Lead Applicant must agree to assist all voucher holders within the service area proposed, and may not limit services to its own participants (in the case of PHA Applicants) where there are multiple PHAs currently administering HCV.**

The application should include strategies the Applicant would use to drive participation in the mobility program by current HCV participants and new voucher holders, and demonstrate a willingness to collaborate with local PHAs, governments, fair housing organizations and other community partners.

Additionally, Applicants should demonstrate an understanding of the goals and mechanisms of successful housing mobility programs, as well as the anticipated technical assistance support needed to implement and run their proposed program. For additional details regarding the expectations of program goals and objectives for applicants, please review the [‘Program Components’](#) sub-section.

IIIA. MINIMUM REQUIREMENTS

Applicants must, at minimum, meet the following requirements for their application to be considered:

1. The Lead Applicant must be either a PHA, not-for-profit corporation, or local government entity. Applicants must include proof of status as an attachment to the application.
2. The Lead Applicant must be licensed to conduct business within New York State (if applicable).
3. The Lead Applicant or one or more of its partners must have no less than five (5) years of experience in providing affordable housing and/or related services for low-income tenants. Such experience must include direct interaction with tenants as well as landlords.
4. For lead applicants that are either not a PHA, or who are a PHA in a service area with multiple PHAs - the applicant must provide written evidence of a partnership with local PHAs that are currently administering HCVs within the proposed service area. This may include a letter of support, a Memorandum of Understanding, etc.
5. Must have an office within the proposed service area that includes office(s)/meeting spaces easily accessible to clients (including staff auto access to clients in the community).
6. Must have strategies to address language barriers, including access to translation and interpretation services where appropriate.

IIIB. ADDITIONAL CRITERIA

In addition to meeting the minimum requirements, preference may be given to Applicants that:

- Demonstrate a background in housing counseling of low-income families and/or are currently or have previously operated a mobility counseling program; have experience in working with private property owners; provide or have working relationships with organizations providing credit counseling and repair services; have familiarity with fair housing testing and enforcement landscape in their region; have existing relationships with property owners in designated well-resourced areas.
- Have familiarity with Section 8 HCV housing policies and procedures.
- Have experience administering federal funds to deliver housing programs or services.

- Have an established and robust anti-discrimination action plan, (particularly for Source of Income (SOI) discrimination), including training for landlords and participants, a process for monitoring and tracking SOI discrimination, and a referral relationship with a local fair housing partner.
- Secure a commitment from one or more local PHA to leverage resources to achieve the goals in the RFP. This commitment may be evidenced by the PHA providing one or more of the following: 1. Providing additional administrative funding for the proposed mobility program; 2. Adopting Exception Payment Standards or Small Area Fair Market Rents for well-resourced areas identified in the Applicant’s proposal; 3. Committing to a streamlined process for identifying and referring families to mobility counseling; 4. Promoting and marketing mobility counseling services to all voucher applicants and participants; 5. Providing for shared office space or other facilities for mobility counseling. 6. Executed data sharing agreement; 7. Offering a letter of support of the program

IV. PROGRAM OVERVIEW

IVA. ELIGIBLE USE OF FUNDS

The contracts resulting from this RFP will provide funding for the following:

1. Salaries (including fringe) for employees engaged in the activities listed below
2. Office and facility costs
3. Marketing and promotional campaigns and materials
4. Financial incentives and assistance to participants and landlords
5. Technology and communications
6. Other eligible costs as approved by Enterprise

Applicants may apply for up to **\$400,000** for the first contract year, inclusive of all eligible costs, with the opportunity to request additional funds each subsequent contract year during the program period and contract with Enterprise.

IVB. PROGRAM COMPONENTS

We anticipate that the Program Administrator will provide the following services, and each Applicant’s anticipated approach should be outlined in their narrative submission. However, it is expected that upon selection, and with support from Enterprise, the Program Administrator will refine the program for the local context, including service area, target population, resident and landlord outreach strategies, staffing plan, partnership agreements, tenant supports, and data collection protocols. It is also anticipated that the program and program progress measurements will be refined on an ongoing basis based on outcomes and lessons learned throughout the implementation phase.

A note on the importance of inclusive program design: It is imperative that communication between the families, housing providers and the Program Administrator is quick and easy. It is also recognized that due to school and work requirements, it is not always easy for families to speak on the phone during the day or frequently come into the office for appointments.

Accordingly, Enterprise is looking for Program Administrator(s) who will use the latest technology and communication methods to remove barriers to successful participation. These include text, video calls, direct messaging through social media, or whatever communication method is best for the heads of the family. Presentations and marketing materials should be dynamic, compelling and easy to digest. Trainings and workshops should be available live and online for easy access. In addition, weekend and/or evening services should be available as needed for families, especially in the housing search assistance and post-move support. Moreover, the program should evolve in an iterative fashion based on frequent feedback from both the families and landlords and should always be rooted in the most effective strategies.

➤ Partnerships

Program Administrators may choose to leverage or establish other partnerships for components including but not limited to financial and credit counseling, fair housing education, administration of housing quality improvement funds, and post-move support such as workforce, educational, emotional, financial, medical, legal, children after school and summer programs, any other referrals that may facilitate strong social capital³. For partnerships there must be one Lead Agency, who will administer funding and be responsible for compliance with all grant requirements. This may include a signed, written partnership agreement between two or more existing entities.

➤ Service Area

Applicants must, at minimum, propose to serve at least one county through the Making Moves Program. Applicants may take a regional approach that involves more than one county and includes collaboration with multiple PHAs, not for profit housing organizations, etc. Where insufficient capacity or overlapping administrative areas exist in a particular geography, Applicants are strongly encouraged to establish partnerships.

Regions where families with Housing Choice Vouchers are concentrated in higher poverty communities with low-performing schools will be prioritized for mobility services under this RFP.

The Making Moves Program defines well-resourced areas using HCR's Neighborhood Resource Index (see link below). An Applicant's proposed service area should include one or more of HCR's well-resourced areas, as well as areas where voucher holders are concentrated. **Applicants may propose adjustments to their region's well-resourced areas, and/or other geographies based on local context and knowledge. The Applicant should indicate their reasoning for any deviation or changes to the well-resourced areas, and, if applicable, offer additional measures the Applicant feels are important to achieve program goals.** Please note that if selected for funding under this RFP, HCR reserves the right to change the basis of well-resourced areas.

- [HCR High NRI Neighborhoods](#): selected based on an index of factors that measure neighborhood resources, using the HCR Neighborhood Resource Index.²

Applicants may also propose well-resourced areas using other data sources, such as:

² This link will not function in the Google Chrome internet browser. The map also may be slow to load.

- [HCR Neighborhood Resource Index](#): this map is divided into quintiles reflecting different levels of neighborhood resources.³
- [NYSHCR's Designated Well-Resourced Areas](#): selected based on 2 criteria: well-performing schools and low poverty rates.
- [The Child Opportunity Index](#): a composite index of children's neighborhood opportunity.
- [ERASE Racism's Affordable and Inclusive Housing Tool](#): an interactive dashboard that utilizes over 30 fair housing variables to guide affordable and fair housing work across New York State.

➤ Mobility support services

1. **Participant Outreach and Marketing**

The Program Administrator should work with all local PHAs and/or their region's HCV administrator(s) to conduct outreach for the program, which could include regular in-person information sessions at briefings/orientations for voucher holders and other relevant venues, dissemination of marketing materials, direct outreach to voucher holders – both to new voucher holders (e.g. at initial notification) and existing voucher holders, including those nearing recertification and/or lease renewals (e.g. in monthly recertification mailings) – and follow-up calls/text to those who have expressed interest. The Program Administrator should also create marketing and informational materials that are engaging and accessible in various languages. Outreach should be targeted to families with young children currently living in higher poverty school districts and might include – but should not be limited to – outreach to families currently and formerly participating in the region's Family Self Sufficiency (FSS) program. Program Administrators should be familiar with the basic rules of FSS, strive to make connections with local PHA FSS coordinators, and encourage families to participate.

2. **Pre-Move Counseling and Search Assistance**

The Program Administrator will provide customized one-on-one assistance to participating families to prepare for and facilitate moves. The Program Administrator and the family will work collaboratively to determine the family's needs, educate themselves on the advantages and amenities of different neighborhoods, and address barriers that make moves to those neighborhoods difficult. The goal of this partnership is to develop a relationship of trust, empowerment and support. Pre-move counseling and search assistance will include the below, among other services, as may be determined by the Program Administrator and Enterprise.

Note: all services and incentives below are reserved for participants searching in designated well-resourced areas. For participants that are unable to find a home in well-resourced areas despite best efforts, they may be eligible for security deposits if they meet minimum participation standards as defined by each Program Administrator (e.g., participation in required orientations and workshops).

a. *Orientation and Workshops*

³ This link will not function in the Google Chrome internet browser. The map also may be slow to load.

The Program Administrator will prepare program orientations and topic workshops for participants to attend, and will develop a minimum level of required participation to be eligible for financial incentives. Workshops may be developed and provided by the Program Administrator or by partner organizations, and may include topics such as neighborhood information, financial stability, landlord/tenant relations, fair housing, budgeting, housing search, moving, etc. The Program Administrator should ensure workshops are accessible and available to all participants (i.e., in person, recorded and saved online, translation services provided, etc.)

b. Neighborhood Information

The Program Administrator will help participating families learn about available resources in each well-resourced area (e.g., information about school districts, public transportation, parks, essential services, grocery stores, doctors, etc.) to assist families with making informed decisions. The Program Administrator will also arrange tours/walk-throughs of neighborhoods and schools in well-resourced areas that have available housing.

c. Financial Counseling

The Program Administrator will provide financial literacy, credit counseling, and budgeting assistance to families participating in the program. The goal is to have each family understand their current finances and credit score, create a plan to address deficiencies in their credit report, and create a budget they can implement in their new apartment. This can be conducted through group or online workshops, or one-on-one financial counseling sessions with the family, and referrals to local organizations that may also assist in these services. Additionally, the Program Administrator will develop a personalized action plan for the family that will help the family to sustain their future housing.

d. Developing Search Supports like a Rental Resume and Application Assistance

The Program Administrator will work with the family to prepare customized search supports, like a rental resume to submit to prospective housing providers. The rental resume will give a brief background on the family, highlight positive attributes of the family (e.g., long work history, stable income/consistent fixed income, positive references from employers or prior landlords) and explain any issues with the family's credit history in addition to the family's plan to address these issues. The resume will also include all necessary application documents including tax returns, paystubs or other proof of income, and photo identification. The Program Administrator will work with each client to determine what search supports are most effective.

e. Customized, One-on-One Search and Move Support

The Program Administrator will provide comprehensive housing search assistance to all enrolled families. This includes but is not limited to assisting with searches, suggesting availabilities that might be a good fit, reaching out to landlords/brokers to set up viewings, following up and guiding the family through the application process, negotiating with housing providers, assisting with logistics of the actual move, and generally acting as the liaison between the family, the Section 8 program and the housing provider. The Program Administrator should provide access to computers and telephones for families who want to conduct searches in the office. The Program

Administrator will also practice conducting interviews with families and give them guidance on how to effectively communicate with landlords and brokers.

f. Short-Term Financial Move Assistance

The Program Administrator will determine what short-term financial assistance is needed to make a move possible. Short-term financial assistance may include car-fare and/or public transportation funds for touring neighborhoods and available units, security deposit, fees related to brokers, moving, storage, credit and background checks, and rental applications, past debts or rental/utility arrears, first month's rent, furniture costs, etc. Applicants should include in their narrative any supports not listed here that might facilitate their participants' moves, and a proposed amount for a client stipend that would encompass the proposed assistance.

g. Peer Support

The Program Administrator will facilitate opportunities for peer support with current and past program participants to meet each other, learn from each other's processes and gain insight on different subject areas such as fair housing, credit building, finding the right school fit, etc.

h. Fair Housing

The Program Administrator will provide training and education around fair housing laws and discrimination. Cases of discrimination should have a follow-up, reporting, and referral plan, and Program Administrators should ensure discrimination is included in data tracking and reporting. Strong applicants will have a robust housing discrimination action plan that is well integrated into program design, including linkages to local legal services and/or fair housing organizations.

3. Landlord Recruitment and Engagement

The Program Administrator will also be responsible for engaging housing providers (including landlords and management companies) in two ways. First, it will serve as a liaison between housing provider, the Section 8 program and the family. Housing providers will be provided direct contact information to the relevant staff working with families who will assist with resolving issues that may arise. The Program Administrator is expected to have, by the start of the program, at least 1 staff member with a thorough understanding and/or training on HUD Housing Quality Standards and inspections, in order to assist the owner as they complete the initial inspection process. Second, the Program Administrator will engage housing providers in well-resourced areas in order to develop a repository of housing that is appropriate and affordable for Section 8 families. This includes direct outreach and organizing information sessions about Section 8 and the mobility program.

4. Post-Move Support

For at least a two-year period after a move to a well-resourced area, the Program Administrator will assist the family with transitioning into their new community. This will consist of quarterly check-ins, a facilitated support group, and partnerships with and/or referrals to resources that

might include workforce, educational, emotional, financial, medical, legal/mediation, children's after school and summer programs, any other referrals that may facilitate strong social capital⁴, and follow-up on those referrals. The administrator's team will also provide mediation between the landlord and family to help address issues proactively and avoid involuntary loss of tenancy. Referrals may also include the local PHA's FSS program to augment post-move support.

Program participants that ultimately move to non-well-resourced areas may be eligible for post-move support at the discretion of the Program Administrator as long as the participant completed the requisite pre-search workshops and financial counseling, and the participant is working toward a specified goal to enable a subsequent move to a well-resourced area (e.g. improving credit, building up savings, etc.).

5. **Section 8 Program Engagement**

The local administrators of the HCV program will work with the Program Administrator to facilitate moves to designated well-resourced areas. In its role as liaison between the family, the housing provider and Section 8 program, the Program Administrator will guide each stakeholder in the moving and recertification process, as necessary, including working with the HCV local administrator to schedule all inspection dates, and to make best efforts to ensure that participants don't lose their vouchers due to challenges finding housing.

For regions that do not currently offer exception payment standards (EPS) or utilize SAFMRs, your narrative should include a plan to work with local PHAs to increase affordability in designated areas (EPS, SAFMR, utilize 120% FMR, offer incentives, combination and/or anything not listed here).

6. **Administration of Landlord Incentives**

The Program Administrator will designate one staff person to serve as the landlord liaison for all landlords participating in the housing mobility program. This team member will proactively engage with landlords to locate available units in defined well-resourced areas, including developing a network of participating landlords, property managers, and real estate agents in designated well-resourced areas; performing internet-based search for housing and solicitations for landlords; onsite visits and solicitations; partnerships with community leaders; coordination with local landlord associations and real estate trade groups; and any other activities to make connections with units in well-resourced areas.

The Program Administrator will provide funds to recruit new HCV landlords in well-resourced areas into the HCV program, including unit hold incentive fees, and other incentives that may be established through program development. Applicants should include in their narrative a plan to identify prospective owners for this fund, and how staff will administer the funds.

7. **Reporting and Benchmarking**

The Program Administrator will monitor performance standards of the program to track outcomes across all phases of the program, including landlord outreach efforts, client counseling and housing search assistance, post-move counseling, and housing discrimination. Performance and outcomes will be measured, tracked, and reported quarterly and annually through

⁴ See Resources section for more on Social Connectedness.

standardized templates, and may include but are not limited to metrics in the following categories:

- i. Recruitment Outreach
- ii. Program Intake, Eligibility, and Demographics
- iii. Pre-Search Counseling
- iv. Landlord and Realtor Outreach and Recruitment
- v. Housing Search Assistance (including financial assistance received and moves to both high-opportunity and non-opportunity areas)
- vi. Special purpose voucher groups served, such as VASH, Mainstream 5, FUP, FYI, etc.
- vii. Housing discrimination cases reported, referred, and resolved
- viii. Post-Move Support
- ix. Mobility Outcomes, including post-move surveys

The Program Administrator will also conduct at minimum bi-annual surveys of participants for two years post-move, the results of which will be reported to Enterprise. Surveys must be available through a range of strategies which may include text messaging, email, mailing and/or by telephone. The Program Administrator will adapt its practices based on findings from the survey.

8. Participate in Peer Learning Opportunities

Enterprise will convene national practitioners and statewide program partners to ensure best practices are integrated into the program design.

V. SUBMISSION REQUIREMENTS

Applicant Information

1. Name(s) of applying agency/entity
2. Lead Applicant contact/Team Lead
3. Additional team partners, if any

Narrative

In selecting recipients for these funds, Enterprise will evaluate applications based on the following criteria. The final scores given to each application will be based on the point system listed next to each section. **See [Program Components](#) section for further guidance on the following programmatic components.**

1. **Proposed Strategy (up to 40 points) – not to exceed 2,500 words (not including maps/indices).**
 - a. **(10 points) Program, Local Need, and Market Analysis**

Describe the proposed strategy that your organization will design and implement to achieve maximum program impact, including:

- i. A description of your proposed program goals and objectives in the context of the local needs and trends

1. Include a proposed number of families to move to well-resourced areas annually by program year
2. An overview of your program's service area boundaries, including justification for any deviation from the well-resourced areas as defined in the Program Components section. All applicants need to demonstrate that vouchers in their region are concentrated in areas of high poverty, and/or high racial and socioeconomic segregation, and that there are nearby areas with housing, job opportunities, higher performing schools, etc. Ideally, an Applicant would be able to provide as an attachment to the application:
 - Maps of the proposed region's HCV concentration, including the percentage of local vouchers in areas of poverty;
 - Maps of the proposed well-resourced communities (if there is a deviation from the well-resourced areas as defined in the Program Components section); and
 - Market analysis of comparable residential units within Small Area Fair Market Rent (SAFMR) in proposed well-resourced areas (e.g., provide a Zillow search in designated area for 2-bedroom units within SAFMR).

Applicants that cannot provide the above listed items should be able to conceptually describe the region, a definition for well-resourced areas, and how you propose to serve the proposed area.

- b. **(10 points)** Describe how your program would approach the following Mobility Support Services based on local context:
- i. **Participant Outreach and Marketing**
Describe your approach to reaching and engaging the target populations of families with children (particularly families with at least one child under the age of 12), including new and existing voucher holders, and especially those living in areas of high poverty and high voucher concentration. What does ongoing outreach look like, and how do you plan to drive participation in your mobility program?
 - ii. **Pre-Move Counseling and Search Assistance**
Describe how you would approach the mobility counseling and search assistance scope based on what would be effective to enable moves given local needs and context, including staffing approach and client engagement. Explain how you would brief clients seeking assistance on the integration with the issuing HCV program and effectively communicate with clients to avoid confusion during the housing search process.
 - iii. **Landlord Recruitment and Engagement**
Describe and justify proposed market-based and landlord recruitment efforts that will make the well-resourced areas in your region more accessible, including but not limited to changes in payment standards, incorporating exception payment standards (EPS), going to 110% or higher of FMR in opportunity areas, the use of Small Area Fair Market Rents (SAFMRs), landlord engagement and incentives, etc.
 - iv. **Post-Move Support**

Describe how your program will manage providing support to participants that have moved to well-resourced areas for at least two years, including check-ins, surveys, peer support, financial support, landlord/tenant mediation, and any anticipated or proposed partnerships for referrals to address post-move needs as detailed below, particular to local needs and context.

v. **Section 8 Program Engagement**

Describe how your program will facilitate communication between the family, the housing provider, the local PHA(s) or HCV administrator(s), and the Making Moves program, particularly as it relates to the submission of owner materials, HQS inspection, the recertification process, and any other HCV engagement.

vi. **Administration of Landlord Incentives**

Describe which incentives you plan to offer, the justification for these incentives, and your approach to providing them, including how you anticipate managing these funds, whether directly or through a partnership.

- c. **(10 points)** Program Administrators will be expected to track data on an ongoing basis to inform program iteration, gaps, etc. and will be expected to produce quarterly and annual reports in a standardized template to both Enterprise and NYSHCR.

Describe how you would incorporate data collection responsibilities and data tracking and reporting in the housing mobility program. This may include, but not be limited to:

- i. *Current IT systems/data tracking systems;*
- ii. *Team members responsible for data entry and reporting;*
- iii. *Staff time dedicated to collection efforts; and*
- iv. *Anticipated needs to accurately and regularly track and report data.*

Please also describe your approach to engaging participants in ongoing surveys.

- d. **(10 points)** Describe your plan to address discrimination in the housing search process, particularly Source of Income discrimination, and any established or prospective partnerships with local fair housing organization(s). (Letters of support and/or partnership agreements should be included as attachments to this application).

Your response may include:

- i. Training for staff, tenant and landlord education strategies
- ii. Data tracking process, strategies to monitor client housing search
- iii. Enforcement action plan as the “first responder,” including support for families that have experienced discrimination and mediation with landlords

2. Team Capacity, Qualifications and Experience (up to 25 points) – not to exceed 500 words, (one page) not including resumes or organizational chart attachments.

- a. Describe staffing plan, including all FTE and PTE, and approximately how much time each staff member will commit to the execution of this project.
- b. Describe specifically how the Applicant and its team members meet the requirements in [Section III](#) of this RFP.
- c. Describe the experience of the team assigned to undertake this project and their

relevant experience with executing the proposed activities, including experience in mobility counseling programs; experience with and knowledge of Section 8 housing policies and procedures; experience in counseling individual clients; and experience recruiting private property owners.

- d. Indicate the experience and expertise of any partners that would be directly involved in program implementation, if relevant (e.g., financial/credit counseling, partners to administer housing quality improvement funds, data entry and reporting, fair housing education, existing relationships with property owners in designated well-resourced areas, etc.).
- e. Attach resumes and bios of each team member (or qualifications sought for staff not yet hired). Please provide experience relevant to affordable housing, landlord recruitment, and experience relevant to housing mobility counseling for the team lead.

3. Partnerships and Other Local Resources (up to 15 points) – not to exceed 1,500 words, not including attachments

- a. Describe partnerships with local organizations, public housing authorities and Section 8 administrators, or stakeholders relevant to the goals and aspects of the mobility program, including but not limited to K-12 education, credit/financial counseling, after school/summer programming, driver's ed, etc.
 - i. These partnerships should be outlined in the proposal and identified as either established or prospective.
 - ii. Established partnership agreements and/or letters of support should be included as attachments to the application.
- b. Describe what local resources will be leveraged to help ensure the success of the program. This may include:
 - i. Adoption of SAFMRs or Exception Payment Standards in well-resourced areas by the local PHA(s).
 - ii. Commitment of additional funding to support the ongoing operation of the program, including but not limited to City/County funds, support from local foundations, PHA Section 8 administrative funds, etc.
 - iii. Leveraging of other existing resources, including staff, facilities, technology, etc.

4. Budget (up to 20 points) – Include a proposed annual budget and budget narrative for the first two (2) program years that incorporates staffing costs, financial support for tenants, landlord incentives, and any other costs needed to achieve the program goals. Budget narrative not to exceed 500 words.

If the Applicant currently receives HUD funding, please include an explanation of how this program's funding would be complementary, and would not duplicate any of the work being done with those HUD funds.

Note on tenant and landlord financial incentives: Each site must provide, at minimum, incentives for security deposits and a one-month owner bonus payment. Sites may also include other supports and incentives based on what would be effective in reducing barriers specific to your region. These may include, but are not limited to: broker fees, application/credit check fees, moving cost assistance, transportation assistance, back rent/debts, furniture costs, first month rent. Please include a

description and cost estimate (per participant) of which incentives would be most effective in your program area, as well as any others not listed above.

Allowable costs do **not** include administration of vouchers, as this is a PHA administrative cost.

Applicants are encouraged to upload an Excel spreadsheet for more space.

The indirect rate limit for this program is 10%, unless the Applicant has a federally negotiated indirect rate. The final program budget is subject to change, and will be evaluated on a year by year basis based on inflation, program outcomes, etc.

Category	Year 1 Cost	Year 2 Cost	Narrative
Salary			For each position, specify title, salary, FTE/PTE
Position 1 (specify)			
Position 2 (specify)			
Position 3 (specify)			
Position 4 (specify)			
Other positions (specify)			
Benefits			
Auto Allow-Mileage			
Postage			
Printing			
Tenant Financial Incentives			Include in narrative all proposed tenant financial incentives necessary for a successful program, and an estimate of amount per incentive per household (i.e. Security Deposit \$2000/household x 20 households, Moving Expense \$700/hh x 30 hh). Total cost should incorporate all tenant financial incentives.
Landlord Financial Incentives			Include owner bonus and any other proposed landlord financial incentives for a successful program.
IT Equipment/Phone/Text/Technology			

Other (i.e. travel/lodging for conferences)			
Partnerships			
Overhead			Include NICRA if applicable
TOTAL:			
Maximum	\$400,000		
1 year contract rate divided by anticipated moves to well-resourced areas			For example: Total year 2 cost \$390,000. 50 expected moves = \$7,800

VI. EVALUATION CRITERIA

Enterprise will determine the award granting, if any, and the dollar amount of the award, based upon the following evaluation criteria.

Evaluation Criteria	Eligible Points
<p>Proposed Strategy</p> <ol style="list-style-type: none"> <i>(10 points)</i> Comprehensiveness of the proposed design and implementation plan. Applicant proposal demonstrates thorough understanding of local needs and regional context, and has a clear explanation for the size and geographic boundaries of the service area proposed. If proposed service area deviates from NYSHCR designated well-resourced areas as basis, applicant provides justifications. Application includes maps of proposed region’s HCV concentration, proposed well-resourced communities, and a market analysis, or conceptual description of the above. <i>(10 points)</i> Mobility support services are robust and thorough. Applicant provides comprehensive plan for each service. <i>(10 points)</i> Applicant demonstrates robust understanding of data collection and tracking, and internal capacity necessary to ensure comprehensive data entry and reporting, both to inform program impact and monitoring. <i>(10 points)</i> Applicant demonstrates commitment to the fair housing goals of the program through robust discrimination action plan, including but not limited to training for staff, tenant and landlord education strategies, data tracking process, strategies to monitor client housing search, enforcement action plan as the “first responder,” support for families that have experienced discrimination, mediation with landlords, referrals, etc. Applicant includes indication of support or partnership 	Up to 40

agreement with local fair housing organization.	
<p>Team Capacity, Qualifications and Experience</p> <p>Applicant demonstrates staff capacity and experience to ensure the successful completion of the project, including experience with and knowledge of Section 8 housing policies and procedures, counseling individual clients, recruiting private property owners, and any other relevant experience to the program goals. Application includes resumes and bios of team members, or qualifications sought for staff not yet hired.</p>	Up to 25
<p>Additional Factors</p> <p>Applicant is leveraging other local resources and has funding commitments in place.</p> <p>Application includes indications of support or partnership agreements with any other relevant stakeholders.</p>	Up to 15
<p>Budget</p> <p>Budget will be assessed for reasonableness and effectiveness of proposed staffing structure and financial supports and incentives to address housing barriers as described in the proposal. Budgets will be compared to existing programs and other applicants, including a comparison of the cost per move to well-resourced areas/overall cost per participant. Based on data from existing programs nationally, we expect programs to cost roughly \$5k - \$8k per move to well-resourced areas. However, reviewers will consider different costs and market dynamics in different regions.</p>	Up to 20
Total	100

Enterprise may request additional information from Applicants with respect to their applications. Enterprise reserves the right to interview any Applicant and key management of the Applicant entity.

VII. RESOURCES

Creating Moves to Opportunity: Experimental Evidence on Barriers to Neighborhood Choice (Bergman et al., August 2019) [cmto_paper.pdf \(opportunityinsights.org\)](https://opportunityinsights.org/paper/cmto/)

The Effects of Exposure to Better Neighborhoods on Children (Chetty et al., May 2015). [w21156.pdf \(nber.org\)](https://www.nber.org/papers/w21156/w21156.pdf)

Expanding Choice: Practical Strategies for Building a Successful Housing Mobility Program (Urban Institute-PRRAC, May 2013) <https://www.prrac.org/expanding-choice-practical-strategies-for-building-a-successful-housing-mobility-program/>

Social Capital I: Measurement and Associations with Economic Mobility (Raj Chetty et al., August 2022) <https://opportunityinsights.org/paper/social-capital-i-measurement-and->

Implementing Creating Moves to Opportunity (Bigelow, 2021)

https://www.mdrc.org/sites/default/files/CMTO_Report.pdf

VIII. TERMS OF THE GRANT

Successful Applicants (“Grantees”) will be required to enter into a grant agreement with Enterprise governing the grant. Any grant agreement will be subject to Enterprise standard terms and conditions, and additional provisions required by HCR (both of which are attached to this RFP). The term of the grant will be for a period of approximately 12 months, with possible contract renewals available annually for up to 5 (five years). Work is expected to begin in a case by case basis, Enterprise may consider modifying the start and completion timeline.

Grantees shall agree to comply with all Federal, State and Local laws, rules and regulations applicable to this grant. Enterprise reserves the right to award Applicants less than their full funding requests. In the event that Enterprise chooses to award less than the amount that an Applicant originally requested, the Applicant will have the opportunity to revise the scope and budget of their application to appropriately reflect the actual funding allocation.

Enterprise reserves the right to negotiate with applicants to adjust their proposed service area boundaries, consider additional partnerships, or otherwise modify their proposal to better conform to the goals of the RFP.

Grantees must assume full responsibility for execution and implementation of the grant for the duration of their agreement with Enterprise, including situations in which the grantee has partnered with another organization for a portion of the work described in the application.

Suspension (for Non-Responsibility)

Enterprise reserves the right to suspend any or all activities under an award or contract at any time when Enterprise discovers information that calls into question the responsibility of any grantee or its subcontractors, partners, or affiliates. In that event, the grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the grantee must comply with the terms of the notice. Contract activity may resume at such time as Enterprise issues a written notice authorizing a resumption of performance under the Contract.

Termination (for Non-Responsibility)

Upon written notice to the grantee and a reasonable opportunity to be heard by Enterprise, the award and/or contract may be terminated by Enterprise at the grantee’s expense where the grantee or its subcontractors, partners or affiliates is determined by Enterprise to be non-responsible. In such event, Enterprise may complete the contractual requirements in any manner Enterprise deems advisable and pursue available legal or equitable remedies for breach.

IX. AWARDS, PAYMENT AND PERFORMANCE

The use of the funds will be monitored by Enterprise and its designees. Grantees will submit progress reports relative to the provision of the grant on a quarterly basis to Enterprise or its designees and will comply with periodic programmatic and financial audits as requested by Enterprise or its designees.

All grantees will also be required to document program, participate in monthly check in calls with Enterprise and consultants, and cooperate with reasonable requests of Enterprise or its designees.

Reporting policies and procedures will be set forth in the grant requirements.

All reporting of financial and project data will be submitted by the grantees to Enterprise or its designees.

Should the grantee fail to comply substantially with the grant requirements, funding may be suspended or terminated, or the grantee may be subjected to other appropriate sanctions.

X. ADDITIONAL CONDITIONS

Enterprise reserves the right to:

1. Reject any applications received that do not comply with the requirements outlined in this RFP;
2. Communicate with an applicant for the purpose of assuring a full understanding of responsiveness to the RFP solicitation;
3. Utilize any and all ideas submitted in the application received unless such ideas are covered by legal copyright, patent, or property rights, and Enterprise is notified in the received submission;
4. Adopt or utilize all or any part of an applicant's application;
5. Make no awards or rescind an offer of award.

If selected, Enterprise will communicate with applicant to refine workplan, including but not limited to:

1. Modify minor irregularities in application;
2. Adjust or correct arithmetical errors;
3. Request an applicant modify their proposed service area, add new partners, or modify their budget.

XI. APPLICABLE REQUIREMENTS

The selected applicant(s) will be required to comply with the Standard Terms and Conditions attached to this RFP as Attachment 1, including (submitting prior to contract execution) proof of insurance as set forth in the Standard Terms and Conditions. The selected applicant(s) will also be required to comply with the Additional Flow Thru Provisions attached to this RFP as Attachment 2.

For nonprofit organizations, award is contingent upon submission and evaluation of Enterprise's risk assessment questionnaire, required organizational documentation and policies, and the Vendor Responsibility Questionnaire Form:

[Vendor Responsibility Questionnaire – nonprofit organizations.](#)

For Public Housing Authorities (PHAs); units of local government, including a village, town, city or county, or an instrument of local government; and partnerships and joint ventures between one or more PHAs, nonprofits, and/or unit(s) of local government (where the nonprofit is not the lead agency) Enterprise reserves the right to conduct appropriate due diligence on an as needed basis prior to finalizing an award.

XII. DISCLOSURES

Attach a separate letter from the applicant indicating whether the applicant or any of its subcontractors, partners or affiliates is required to make any of the disclosures listed below. If no disclosures are required, please provide a letter stating that there are no disclosures. Award is contingent upon submission and evaluation of this disclosure.

Conflict of Interest

Disclose any existing or contemplated relationship with any other person or entity, including relationships with any parent, subsidiary or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety relating to other clients/customers of the Proposer, or former officers and employees of HTFC and its Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify HTFC of, and resolve any such conflicts.

Other Disclosures

The Applicant must disclose whether any of the individuals or entities listed have been the subject of any adverse findings that may prevent Enterprise from selecting Applicant. Such adverse findings may include, but are not limited to:

- investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, “**Commission**”), or a commission of public integrity in another State;
- negative findings from the NYS Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State;
- pending or unresolved legal action from the U.S. Attorney General or from an attorney general in NYS or another State;
- arson conviction or pending case;
- harassment conviction or pending case;
- local, NYS or other State, Federal or private mortgage arrears, default, or foreclosure proceedings;
- in rem foreclosure;
- tax liens or substantial tax arrears;
- fair housing violations, litigation, or administrative procedures currently underway or commenced within the last 10 years;
- defaults under any Federal, State, or locally sponsored program;
- a record of substantial building code violations or litigation against properties owned and/or managed by Applicant, or by any entity or individual that comprises Applicant;
- past or pending voluntary or involuntary bankruptcy proceeding;
- conviction for fraud, bribery, or grand larceny; and
- entity listed on the Federal or State excluded parties’ lists.

The Applicant must include a brief description for any negative finding that indicates how the finding was resolved or whether it remains unresolved. HTFC reserves the right to terminate a contract or rescind an award in the event it determines that an Applicant failed to properly disclose.

No entity that is on any Federal or New York State debarment list, or which is otherwise prohibited from bidding on or receiving government contracts may be contracted for any services related to the property for which funding is being sought.

XIII. CONFIDENTIAL INFORMATION

Documents submitted in response to this RFP may be subject to disclosure under the New York State Freedom of Information Law (“FOIL”), N.Y. Pub. Off. Law §§ 85-90. It is the Proposer’s responsibility to designate those portions of its proposal, if any, the Applicant claims should be exempt from disclosure under FOIL. To the extent the law permits, HTFC will use reasonable efforts to hold the designated portions of the application in confidence. An Applicant must clearly designate in its application those portions of the application, if any, that the Applicant believes are trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Applicant.

XIV. ATTACHMENTS

Attachment 1: Enterprise Standard Terms and Conditions

Attachment 2: Additional Provisions

**STANDARD TERMS AND CONDITIONS
FOR GRANT AGREEMENT**

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A (the "Work Plan").

W-9 Form / Federal Tax Identification Number

Grantee certifies that the W-9 previously submitted to Enterprise is the current W-9 for Grantee. Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Grantee hereby agrees to notify Enterprise immediately upon any change of any information submitted on Grantee's W-9 Form.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B (the "Budget"). If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk and any costs related to such deviation are ineligible for reimbursement. Similarly, costs incurred by Grantee prior to the Effective Date are unauthorized and ineligible for reimbursement. Grantee shall not expend more than the amount allocated in the Budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items within the Budget aggregating up to and including 10% of the Grant Proceeds (the "10% Threshold") without the prior written consent of Enterprise. Notwithstanding the foregoing and for clarity, circumstances requiring prior written consent of Enterprise are further set forth in the section below entitled "Modifications and Amendments".

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Grantee shall not use any portion of the Grant Proceeds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

Confidential Information

"Confidential Information" is information, in whatever form or media, which either party to this Agreement (each, a "Party"), in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials, information regarding that Party's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding either Party's staffing; intellectual property, third-party information, other sensitive or proprietary information of any kind and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. The Party receiving proprietary information will be referred to as the "Receiving Party" and the Party disclosing the information will be referred to as the "Disclosing Party." Both Parties can be a "Receiving Party" or a "Disclosing Party."

Each Party hereby agrees that it shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, Receiving Party shall promptly deliver to Disclosing Party all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information.

For purposes of this Agreement, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of a Party; (2) information which is already in the Receiving Party’s possession prior to the effective date of the Agreement and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Agreement and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party from third parties (other than Enterprise or Grantee) who are not known to the Recipient Party to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the Party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other Party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

The provisions of this “Confidential Information” section shall survive beyond the Last Effective Date (as defined below).

Personal Information Protection

Both parties represent that they have implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Agreement; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. “Personally Identifiable Information” shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person’s identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:

- Social Security Number (SSN) —inclusive of the entire number or a truncated SSN such as the last 4 digits
- Driver’s License Number or State ID Number
- Passport Number
- Alien Registration Number
- Financial account numbers
- Email addresses
- Phone numbers
- Image
- IP address
- Mother’s maiden name
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Grantee’s industry.

Both parties agree to keep all Personally Identifiable Information physically with the borders of the United States. Grantee shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with Grantee’s staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors. If, upon an audit, Enterprise determines in its sole discretion that Grantee has not properly used the Grant Proceeds, Enterprise may demand repayment of any and all Grant Proceeds that were not properly used.

Default and Remedies

If Grantee fails to comply with any terms in this Agreement, Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date of the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default under any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of the Grant Proceeds until the Grantee satisfactorily cures the breach. In addition, Enterprise may require, and Grantee shall accept, technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period if Grantee fails to cure the breach to the satisfaction of Enterprise.

In the event of termination by Enterprise, Enterprise may demand repayment of all or some of the Grant Proceeds based on the circumstances giving rise to the termination. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

Nonwaiver

No failure or delay on the part of either party in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Indemnification

Each party, intending to be legally bound, hereby expressly agrees and covenants to defend, hold harmless and indemnify the other party, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, either party's costs and reasonable legal fees) incurred in connection with this Grant and results in injury to persons or damage or destruction to property to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise of any act or omission of Grantee or of any of its employees or agents. The provisions of this section "Indemnification" shall survive beyond the Last Effective Date (as defined below).

Conflicts of Interest

Except for approved eligible administrative and personnel costs to be paid to Grantee as shown in the Budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. By signing this Agreement, Grantee's signatory certifies that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal actual or potential conflict for Grantee or any of its staff, and that Grantee has disclosed to Enterprise all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of Grantee. Grantee agrees that if an actual or potential conflict of interest is discovered after the effective date of this Agreement, Grantee will make a full disclosure in writing to Enterprise. The disclosure shall include a description of actions that Grantee has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.

Relationship of the Parties

Grantee is not an employee, partner, agent of or joint venturer with Enterprise for any purpose.

Acknowledgment of Funding

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project. Any acknowledgement must list Enterprise as “Enterprise Community Partners, Inc.”. Any use of Enterprise’s logo must have prior written consent of Enterprise.

Compliance with Laws

Grantee shall comply with the applicable requirements of all laws, rules, regulations and orders of any governmental authority related to the services being provided under this Agreement, including without limitation, the data privacy laws of any state in which Grantee shall have access to Personally Identifiable Information. Grantee shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

Survival

Notwithstanding the Period of Performance, this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been fully disbursed in accordance with this Agreement; (b) the date that all work has been completed under the Work Plan and all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; or (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement ; (the last effective date to be referred to as the “Last Effective Date”). Notwithstanding the foregoing, certain sections of this Agreement as noted in the Agreement shall survive beyond the Last Effective Date.

Modifications and Amendments

Both parties may amend this Agreement so long as any amendment that affects the rights and obligations of either Party is in writing and executed by both Parties. The following circumstances require prior written consent of Enterprise: (1) a change in the line items of the Budget that exceed the 10% Threshold, (2) an extension of the Period of Performance, (3) any additions, deletions or alterations of existing approved Work Plan activities (even if the cost of such activity change is under the 10% Threshold), or (4) significant changes to Grantee capacity to manage and implement the Work Plan and Grant Proceeds. If Grantee does not obtain prior Enterprise consent, any costs related to unauthorized personnel or activities shall be at Grantee’s risk and borne by Grantee.

Administrative corrections that do not affect the rights and obligations of Grantee (such as corrections to addresses, emails or other such data) may be made by Enterprise without formal amendment but with notice to Grantee.

Delegation; Assignment

Grantee shall not delegate any duties or assign any rights under this Assignment without the prior written approval of Enterprise. A delegation of duties will not relieve Grantee of any duty to perform or any liability for breach of this Agreement unless this Agreement is wholly assigned to another party with Enterprise approval of the assignment and the assignment documents.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Electronic Signature

The use of an electronic signature (“E-Signature”) by any Party in executing this Agreement shall constitute the legal equivalent of a manual or handwritten signature as if the Party signed this Agreement in writing. No certification authority or other third-party verification shall be required to validate the Party’s E-Signature, and the

lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Agreement

ADDITIONAL PROVISIONS

These Additional Provisions are required by the Mobility Counseling Subrecipient Agreement executed by and between the Housing Trust Fund Corporation (“HTFC”) and Enterprise Community Partners, Inc. (“Enterprise”), dated as of April 1, 2022. The Additional Provisions are hereby incorporated into the Contract or Grant, as applicable, by and between Contractor or Grantee, as applicable, and Enterprise.

For purposes of this Contract, the following guidance applies to the Additional Provisions:

- “HUD” shall mean the U.S. Department of Housing and Urban Development
- “Subrecipient” should be read as “Contractor” or “Grantee” as applicable
- “this Agreement” should be read as the Contract or Grant, as applicable, between Enterprise and Contractor or Grantee, as applicable.
- “Work Plan” shall mean the Work Plan attached as Exhibit A to the Grant Agreement.
- “Budget” shall mean the Budget attached as Exhibit B to the Grant Agreement.
- “HCV” shall mean the Section 8 Housing Choice Voucher program.
- All provisions should be read “as applicable” in the context of the Work Plan that the Contractor or Grantee, as applicable, is performing and the Contractor’s or Grantee’s, as applicable, relationship to Enterprise.
- When the Additional Provisions state that an item must be reported to or submitted to HTFC, that instruction should be read as “must be reported to” or “submitted to Enterprise”. Contractor or Grantee, as applicable, will have no direct contact with HTFC; all reports, other information and approvals shall be processed through Enterprise.

By signing the Contract or Grant Agreement, as applicable, the signer hereby certifies on behalf of the Contractor or Grantee, as applicable, that any required certifications required by the Additional Provisions are true and correct to the best of the knowledge and belief of the signer.

I. COMPLIANCE WITH ALL LAWS

Tasks and deliverables contained in the Work Plan must be conducted in a manner satisfactory to HTFC and in compliance with applicable federal and state requirements, laws, and regulations. Nothing in this Agreement shall waive or otherwise limit the actions HTFC may take or the remedies HTFC may seek as a result of any noncompliance by Subrecipient, including but not limited to suspending or debaring Subrecipient from future New York State benefits.

II. GRANT FUNDS

HTFC reserves the right to reduce the Grant Funds if funding from HUD is not provided at the currently anticipated levels for the extension years and/or if the actual costs for the approved activities are less than those set forth in the Budget.

In the event Subrecipient is awarded, granted, or provided with additional funds from any other source, which includes funds that Subrecipient uses or intends to use to fund, in part or whole, programs, projects or activities contemplated by this Agreement or any subsequent amendment hereto, Subrecipient shall immediately notify Enterprise of such funds, the amount, the source, and the conditions for their use. Subrecipient further agrees to provide any additional information Enterprise or HTFC requests related to such funds.

III. DISBURSEMENT OF GRANT FUNDS

A. Subrecipient shall certify in a statement made by either a Senior Vice President or Vice President with each request for Grant Funds that to the best of his or her knowledge based on the information available to Subrecipient at the time and after making due inquiry: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.

B. The following may occur as determined by HTFC: extension or tolling of the payment time is justified due to a defect in invoice, failure to submit required documents, requirement of an audit prior to payment, requirement of a federal government examination of an invoice prior to payment, or any other exception. Should an invoice be subject to tolling due to a compliance or invoice defect or suspected improprieties of any kind, Enterprise shall notify Subrecipient of any such defects or improprieties within fifteen (15) calendar days of receipt of invoice, thereby tolling the thirty (30) day payment period until such defects or improprieties are resolved in the reasonable determination of Enterprise and HTFC.

C. In the event applicable State or Federal Government authorities determine that any costs incurred by Subrecipient for which HTFC seeks reimbursement from State or Federal funding are disallowed, HTFC shall provide notice in writing to Enterprise, who in turn will provide notice to Subrecipient, including evidence of the State or Federal basis (bases) for disallowance, and Subrecipient shall remit any funds received by Subrecipient for the unallowable costs to Enterprise within five (5) business days of the notice.

IV. GENERAL CONDITIONS

A. Compliance. To the extent applicable, Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 982 including any regulations referenced therein as such regulations apply directly to Subrecipient's obligations under this Agreement. Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines. Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between HTFC and Subrecipient. Subrecipient shall at all times remain an "independent contractor" with respect to the efforts to be performed under this Agreement. HTFC shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as Subrecipient is an independent entity.

C. Hold Harmless. Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to HTFC) and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all third party damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of

any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement, resulting from Subrecipient's negligence or malfeasance in its performance hereunder. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse HTFC for any and all reasonable attorneys' fees and other litigation or dispute resolution reasonable costs incurred or to be incurred in HTFC's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient's obligation to indemnify HTFC under this Section IV(C). This clause shall survive indefinitely the termination of this Agreement for any reason.

D. Workers' Compensation. Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement unless granted an exemption by the State of New York.

E. Insurance.

1. Subrecipient is required to provide and maintain, at its sole cost and expense, the required insurance coverage, at the minimum limits specified herein, during the term of the 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 or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. 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 renewal date of the policy, with insurance that meets the requirements above.
2. Subrecipient shall deliver to HTFC evidence of the insurance required by this Agreement 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/or approval by HTFC does not, and shall not be construed to relieve the Subrecipient of any obligations, responsibilities or liabilities under this Agreement. The Subrecipient 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 the Agreement.
3. The Subrecipient 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 Subrecipient shall provide HTFC with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Agreement.
4. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from HTFC. Such approval shall not be unreasonably withheld, conditioned or delayed. Subrecipient shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Subrecipient is providing the required insurance

through self-insurance, 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 shall be provided upon request.

5. Prior to the commencement of any work by a Subcontractor, the Subrecipient shall require such Subcontractor to procure policies of insurance 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 Subrecipient and its subcontractor(s). An Additional Insured Endorsement CG 20 38 04 13 (*or the equivalent*) evidencing such coverage shall be provided to the Subrecipient 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.
6. Commercial general liability and business automobile insurance policies shall provide that the required coverage be primary and non-contributory to other insurance available to the HTFC and its officers, agents, and employees. Any other insurance maintained by the HTFC and its officers, agents, and employees shall be excess of and shall not contribute with the Subrecipient's insurance.
7. For the Commercial general liability, business automobile liability, and workers' compensation insurance required below, the Subrecipient shall cause to be included in its policies insuring against loss, a waiver of the insurer's right of subrogation against the HTFC and its officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Subrecipient waives or has waived before the casualty, the right of recovery against the HTFC and its officers, agents, and employees or (ii) any other form of permission for the release of the 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.
8. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in the Agreement shall be delivered to HTFC. If, at any time during the term of the 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 Subrecipient shall immediately cease work. The Subrecipient shall not resume work until authorized to do so by HTFC
9. The Subrecipient must furnish to HTFC evidence of the insurance requirements indicated below prior to execution of this Agreement. Subrecipient shall obtain and maintain in full force and effect, throughout the term of the Agreement, at its own expense, the following insurance with limits not less than those described below and as required by the terms of the 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 liability of no less than One Million Dollars U.S. Dollars (\$1,000,000) per occurrence, Two Million Dollars U.S. Dollars (\$2,000,000) aggregate and Products and Completed Operations. The limits of liability 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, and must not include any exclusions or limitations other than those incorporated in the standard form.

The Subrecipient 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 Subrecipient is self-insured, Subrecipient shall be obligated to defend and indemnify the above-named additional insured, in the same manner that the Subrecipient would have been required had the Subrecipient 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/or indemnification obligations, including obligations assumed the Agreement;
- 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 the Agreement.

b. Data Breach and Privacy/Cyber Liability Insurance, in an amount not less than One Million U.S. Dollars (\$1,000,000) for each claim, Subrecipient is required to maintain coverage during the term of the 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 Subrecipient's computer systems due to the actions of the Subrecipient 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 Subrecipient 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 cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

c. Bond Coverage or Employee Dishonesty in an amount not less than One Million U.S. Dollars (\$1,000,000) for each claim. The Subrecipient shall maintain, during the term of the Agreement, employee dishonesty through a bond or insurance coverage. If coverage is through an insurance policy, it must be on a "loss sustained form" or "loss discovered form," and coverage must include the following:

- The coverage must allow for reporting of circumstances or incidents that might give rise to future claims;
- The coverage must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy;
- Any warranties required by the Subrecipient's insurer as a result of this Agreement must be disclosed and complied with. Said coverage shall extend coverage to include the principals (*all directors, officers, agents and employees*) of the Subrecipient as a result of this Agreement;
- The coverage shall include coverage for third party fidelity and name the "Housing Trust Fund Corporation and its officers, agents, and employees" as "Loss Payees" for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable; and
- The policy shall not contain a condition requiring an arrest and conviction.

d. Professional Errors and Omissions for no less than One Million U.S. Dollars (\$1,000,000) for each claim and Two Million U.S. Dollars (\$2,000,000) in the aggregate. The coverage must include the following:

- Insure loss arising from any claim or claims made arising out of the scope of services during the policy period by reason of any covered error, omission or negligent act committed in the conduct of the insured's professional business during the policy period;
- If coverage is written on a claims-made policy, the Subrecipient warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under the Agreement is completed; Written proof of this extended reporting period must be provided to HTFC prior to the policy's expiration or cancellation; and
- The policy shall cover professional misconduct or lack of ordinary skill for the positions defined in the scope of services of the Agreement.
- This policy requirement applies to both primary and excess liability policies, as applicable.

e. 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.

f. 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 Subrecipient's proposal or any agreement renewal. This Agreement will not be awarded unless proof of workers' compensation and disability insurance is provided to HTFC. 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 Contractor'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>.

F. HTFC Recognition. Unless otherwise directed by HTFC, Subrecipient shall ensure recognition of the role of HUD and HTFC in providing funding, services, and efforts through this Agreement. Unless otherwise directed by HTFC, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of HTFC. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. See Attachment A for general guidance for recognition of HUD and HTFC. Note, notwithstanding the terms of this subsection or Attachment A, HTFC reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including by not limited, to the size and content, waiver, removal or addition of such recognition.

G. Amendments. HTFC may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Enterprise shall provide Subrecipient immediate written notice of such amendments. If such amendments result in a change in the Grant Funds or the Work Plan, such modifications will be incorporated in a written amendment signed by Enterprise and Contractor or Grantee, as applicable.

H. Suspension or Termination. Subrecipient acknowledges and agrees that this Agreement may be suspended or terminated based on the HTFC suspending or terminating the Prime Agreement as it relates to Enterprise as follows:

1. Termination for Cause. As set forth in the Prime Agreement. In such event, Subrecipient shall be entitled to receive equitable compensation for any eligible services satisfactorily completed hereunder including services satisfactorily completed by Subrecipient's sub-subrecipients and/or subcontractors up to the date of termination.
2. Termination for Convenience. As set forth in the Prime Agreement. In such event, Subrecipient's right to perform services under this Agreement shall terminate effective as of thirty (30) calendar days after the giving of a termination notice. Notwithstanding the foregoing, in the event the termination for convenience is due solely to a withdrawal of funds by HUD, the termination shall be effective as of five (5) business days after the giving of a termination notice.
3. Suspension. HTFC may, in its reasonable discretion, order Subrecipient to suspend performance for a reasonable period of time. In the event of such suspension, Subrecipient shall be given a formal written notice. Upon issuance of such notice, Subrecipient shall comply with the particulars of the notice. HTFC shall have no obligation to reimburse Subrecipient's expenses during such suspension period. Activities may resume at such time as HTFC issues a formal written notice authorizing a resumption of performance under this Agreement.
4. Ineligible Activity. Should HUD determine at any time that work done pursuant to this Agreement, whether completed or not completed, is ineligible for HCV funding, HTFC may recapture the award from Subrecipient, for an amount commensurate with the ineligible work.

I. Proprietary Information. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, Subrecipient in connection with the performance of this Agreement are "Proprietary Information" and shall be, and remain, the property of HTFC. All original documents constituting Proprietary Information shall be delivered to HTFC by Subrecipient, or any sub-subrecipient, or any other person possessing them, upon the termination of this Agreement or upon the earlier request of HTFC, except that Subrecipient may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by Subrecipient without the prior written approval of the HTFC's Senior Vice President and Counsel. Notwithstanding the foregoing, Subrecipient may disclose Proprietary Information to its sub-subrecipients and/or subcontractors subject to a non-disclosure agreement between Subrecipient and its sub-subrecipients and/or subcontractors that restricts the sub-subrecipients and/or subcontractors from using Proprietary Information after expiration of this Agreement and for any other purpose other than the performance of work in support of this Agreement. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon Subrecipient by any law, regulation or rule governing professional conduct respecting confidentiality.

J. Identifying Information and Privacy Notification.

1. FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to HTFC must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee

does not have such number or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

2. **PRIVACY NOTIFICATION.** (a) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to HTFC is mandatory. The principal purpose for which the information is collected is to enable the State of New York to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (b) The personal information is requested by HTFC to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name "Vendor Federal Social Security and Federal Employee Identification Numbers."

V. ADMINISTRATIVE REQUIREMENTS

In addition, to the Standard Clauses for Contracts with HTFC as set forth in Attachment 2 hereto, the following provisions apply. In the event of a conflict between the Standard Clauses and the provisions below, the Standard Clauses shall prevail.

A. Financial Management

1. **Accounting Standards.** Subrecipient agrees to comply with 2 CFR Part 200, and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Cost Principles.** Subrecipient shall administer the program in conformance with 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis (if allowed).

B. Documentation and Record Keeping

1. **Record Maintenance.** Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 CFR Part 200; (2) 24 CFR § 982.158; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by HTFC.
2. **Retention.** Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six (6) years after termination of this Agreement. The retention period begins on the date of the submission of HTFC's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the six-year period, then all such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later. HTFC shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) Subrecipient shall timely inform the Agencies' Senior Vice President and Counsel, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii)

designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the HTFC's right to discovery in any pending or future litigation.

3. Data. Subrecipient shall maintain data for efforts provided as required by HTFC. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to applicable federal authorities, HTFC monitors, or their designees for review upon request.

4. Disclosure. Subrecipient understands that data collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement are subject to the provisions of Article 6-A, "Personal Privacy Protection Law", of the New York State Public Officers Law, as well as all other applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a).

5. Close-out. Subrecipient's obligation to HTFC shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to (1) 2 CFR Part 200; and (2) applicable HUD Notices. Activities during this close out-period shall include, but are not limited to: making final payments, disposing of assets, balances, and accounts receivable to HTFC, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over HCV funds.

6. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to HTFC, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current HTFC policy concerning Subrecipient audits and 2 CFR Part 200, Subpart F.

C. Reporting and Payment Procedures

1. Program Assets. All Program assets (property, equipment, etc.), if any, shall revert to HTFC upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.

2. Indirect Costs. Indirect costs will not be compensated for under this Agreement, except to the extent that (a) such indirect costs are set forth in the Budget, and (b) final or provisional billing rates based on indirect costs have been approved by a federal agency.

3. Progress Reports. [intentionally omitted]

4. Payment Procedures. [intentionally omitted]

D. Sub-granting.

1. Approvals. Subrecipient shall not enter into any agreements with any agency or individual to assist in effectuating the activities of this Agreement without the written consent of HTFC prior to the execution of such agreement.

2. Monitoring. In accordance with Federal, State, and local laws, regulations, HUD Notices, program guidelines, and the policies and procedures to be issued by HTFC, Subrecipient will monitor any and all sub-subrecipient efforts on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to collect areas of noncompliance, information detailing credible evidence of waste, fraud or abuse, shall be immediately reported to HTFC, followed by a written report within ten (10) calendar days.

3. Selection Process. Subrecipient shall undertake to ensure that all sub-subrecipients utilized to effectuate this Agreement shall be awarded on a fair and reasonable basis in accordance with applicable Federal, State, and local laws, regulations, and HUD Notices, including the HUD Reform Act codified at 42 U.S.C. § 3537a (referred to as Section 103). Executed copies of all sub-subrecipient agreements shall be forwarded to HTFC along with documentation concerning the selection process.

E. Procurement/Contracting.

1. General. Subrecipient shall not enter into any contract for goods or services with any entity without the written consent of HTFC prior to the execution of such contract. Unless specified otherwise within this Agreement, Subrecipient shall procure all materials, property, equipment, or services in accordance with the requirements of 2 CFR Part 200, as applicable. Only when HTFC's procurement policies are more stringent than those found at 2 CFR Part 200, as applicable, will Subrecipient be required to comply with current HTFC policy concerning the acquisition of materials, property, equipment, or services.

2. Supplementary Conditions. Subrecipient shall include HTFC's Supplementary Conditions (as revised from time to time by HTFC in accordance with applicable law, rule or regulation), attached hereto as Attachment 2, in any contract entered into under this Agreement. Subrecipient shall require all contractors to flow down the HTFC's Supplementary Conditions to all subcontractors as well as the requirement to flow down such terms to a lower-tiered subcontractor. These Supplementary Conditions include HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, Standard Clauses for Contracts with the HTFC and required diversity forms. Notwithstanding the above, Subrecipient is not subject to the requirements set forth in Attachment 2, except to the extent that any such requirements are specifically set forth in the terms of this Agreement.

3. Travel. Travel costs are not allowed unless authorized by HTFC. In the event that HTFC authorizes travel, Subrecipient shall comply with HUD's Travel Regulations (Travel Handbook 2300.2). Subrecipient shall obtain prior written approval from HTFC for any travel.

F. Use of Grant Funds to Make Loans. Grant Funds under this Agreement cannot be used to make loans.

VI. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights.

1. Compliance. Subrecipient agrees to comply with the New York State Human Rights Law and with Title VI of the Civil Rights Act of 1964, as amended (the “Human Rights Law”), Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.
2. Section 504. Subrecipient agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. HTFC shall provide Subrecipient with certain guidelines for compliance with that portion of the regulations in force during the term of this Agreement.
3. Violence Against Women Act. The Agreement incorporates by reference the Violence Against Women Act, set forth at 24 C.F.R. Part 5, Subpart L.

B. Affirmative Action

1. Minority- and Women-Owned Businesses (M/WBE)

- a. Federal Requirements. Subrecipient shall comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200, as applicable.

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women.

- b. HTFC Requirements. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business Albany, New York
12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development Division of Minority and Women's Business
Development

633 Third Avenue New York, New York 10017
Telephone: 212-803-2424
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or Agreement, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

2. Equal Employment Opportunity (“EEO”) and Non-Discrimination

- a. Equal Employment Opportunity and Affirmative Action Statement. Subrecipient will, in all solicitations, advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.
- b. Non-Discrimination. Subrecipient shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Subrecipient shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.
- c. Fair Housing Act and the Equal Credit Opportunity Act. Subrecipient shall require any party receiving a subgrant a funds hereunder whether a sub-Subrecipient or sub-Subcontractor to provide their express agreement not to use Grant Funds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
- d. Sexual Harassment in the Workplace. Subrecipient certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law and that the Subrecipient will abide by HTFC’s

Sexual Harassment in the Workplace Policy. The Sexual Harassment in the Workplace Policy can be viewed at the following address: <https://hcr.ny.gov/procurement-and-contract-information>. This certification does not affect institutional policies or practices that are protected by existing law including, but not limited to, the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

3. Access to Records. Subrecipient shall furnish and cause each of its own sub-subrecipients, contractors, and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by HTFC, HUD or its agent, the Comptroller General of the United States, or other-authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Contract Provisions. Subrecipient will include the provisions of Paragraphs XI. A., Civil Rights, and B., Affirmative Action, in every subsequent sub-subrecipient agreement, contract, subcontract, or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. General Responsibility. Subrecipient shall at all times during the Agreement term remain responsible. Subrecipient agrees, if requested by HTFC, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Subrecipient responsibility generally means that the Subrecipient has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Agreement fully. In connection herewith, to the extent that the HTFC may make certain determinations with respect to Subrecipient responsibility, wherein the Agencies determine whether it has reasonable assurances that a Subrecipient is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Subrecipient and HTFC against failed contracts. In making such a responsibility determination, HTFC shall evaluate the Subrecipient's responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

2. Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3. Conflict of Interest

a. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

b. No covered persons who exercise or have exercised any functions or responsibilities with respect to HCV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HCV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of HTFC, Subrecipient, or any designated public agency.

4. Lobbying. Subrecipient hereby certifies that:

a. To the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an 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 this Agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an 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 this Agreement, Subrecipient shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Subrecipient will require that the language of paragraphs (a) through (e) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

e. To the extent this agreement is a “procurement contract” as defined by Public Authority Law § 2879, by signing this Agreement the Subrecipient certifies and affirms that all disclosures made in accordance with State Finance Law §§139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete the

HTFC may terminate this Agreement by providing written notification to the Subrecipient in accordance with the terms of the Agreement.

5. Copyright. If this Agreement results in any copyrightable material or inventions, HTFC and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.
6. Compliance with Breach Notification and Data Security Laws. Subrecipient shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.)

VII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VIII. SUBROGATION

Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the HCV Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, Subrecipient shall promptly return any and all funds to HTFC, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

Attachment 2A

HUD and HTFC Recognition

Please find below guidelines for recognition of HUD and HTFC (collectively referred to herein as the "HTFC") in any work done as a result of this Subrecipient Agreement. Note, any public information and all of the items below must be approved by the HTFC in advance of publication or posting. Note: The following serve as general guidelines, HTFC reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited to the size and content, waiver, removal or addition of such recognition.

Written Documents:

All written documents must include the following language, unless otherwise specified in writing by the HTFC:

"This [program/project] is made possible by a grant from the Housing Trust Fund Corporation, which is funded through Section 8 Housing Choice Voucher Program grants from the U.S. Department of Housing and Urban Development."

Written documents should *also* include the HTFC logo(s) and the name of the Governor.

Internet information and e-mail information:

Internet information must include all of the items required for written documentation and a link to the HTFC's website(s).

Offices open to the public providing services funded by the HTFC:

All offices must include a sign including all of the items required for written documentation.

Attachment 2B

Supplementary Conditions for HTFCs, Contractors, Subcontractors and Grantees at any Tier

The below Supplementary Conditions apply as applicable.

Supplementary Conditions include HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, and required diversity forms

HUD General Provisions - <https://hcr.ny.gov/system/files/documents/2019/02/appendix-iiihudprovisionssection8january-2019.pdf>

Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC –
<https://hcr.ny.gov/system/files/documents/2019/02/appendixiimwbeparticipation.pdf>

Standard Clauses for Contracts with the HTFC -
https://hcr.ny.gov/system/files/documents/2023/11/appendix-i_agencies-standard-contract-clauses_september-2023_final_0.pdf

[MWBE & EEO Policy Statement, Proc 4](#)

[Company Demographic Profile, Proc-7](#)

[EEOC Statement, Proc-8](#)

[Diversity Practices Questionnaire, Proc-9](#)