CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into on April , 2013 between CGI Federal, Inc., having an office at 100 Great Oaks Blvd., Suite 120 Albany, NY 12203 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC seeks Contractor services in order to support the development of policies and procedures as well as surge capacity for implementation of the State's Community Development Block Grant Disaster Recovery grant award from the Federal Urban Development Appropriations Act, 2013(Public Law 113-2);

WHEREAS, the Contractor was selected pursuant to a Statement of Work submitted to HTFC on March 29, 2013;

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement (Exhibit A); and

WHEREAS, subject to the terms and conditions hereinafter set forth, HTFC shall make funds available to enable the Contractor to provide such services.

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. Scope of Services. The Contractor will provide the services as set forth in Exhibit A (the "Scope of Services"). The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to HTFC.

2. Period of Agreement. This Agreement shall commence as of April 1, 2013 and terminate on March 31, 2014. HTFC may terminate this Agreement upon notice if it determines that the Contractor has failed to comply with the terms of this Agreement. In addition, either party may, upon thirty (30) days written notice to the other party, terminate this Agreement. HTFC may

also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor.

3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than $ [redacted] the Services unless authorized in writing by HTFC.

4. Payment Process and Accounting Procedures.

(a) HTFC shall make payments to the Contractor in accordance with the Budget. Any modifications of the Budget must be approved in writing by HTFC before it shall become effective.

(b) HTFC shall, in its sole discretion, determine the extent to which it will use the services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

(c) Payment will be made upon receipt of the Contractor's invoice for services rendered with such documentation as may be required by HTFC, submitted in writing to HTFC. Except as may be specifically provided in the Budget, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

(d) Payment will only be made to Contractor via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to the Contractor's account. Contractor must provide HTFC with a completed Designation of Depository for Direct Deposit of HTFC Funds form (a copy of which is attached as Exhibit C). Contractor is solely responsible for the information provided on the form and for updating it as necessary.

(e) Payments are made pursuant to HTFC's Prompt Payments Policy, a copy of which may be obtained from HTFC's Assistant Treasurer at the address indicated above.

(f) Payment received hereunder shall be full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

5. Supervision of Services.

(a) HTFC may, upon prior notification, call meetings which shall be attended by representatives of the Contractor.

(b) The Contractor will cooperate with HTFC at all times during the performance of Services and promptly study and act upon all HTFC recommendations and proposals.

(c) The Contractor shall cooperate with HTFC in promptly completing and submitting all documents and records required by HTFC or other authorized representative of the State of New York and otherwise comply with all orders, administrative rules, regulations and procedures of HTFC for the proper administration of the Services.

6. Conflict of Interest. The Contractor is precluded from representing before HTFC any awardee of HTFC other than those awardees who may be assigned under contract during the period this Agreement is in effect.

7. Exhibits and Appendices. The following exhibits and appendices are hereby incorporated into this Agreement and Contractor, to the extent applicable, shall adhere to their provisions.

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Designation of Depository for Direct Deposit of Funds
Appendix 1	Standard Clauses for all HTFC Contracts
Appendix 2	Equal Opportunity Requirements

IN WITNESS WHEREOF, the parties executed this Agreement on the day and year first above written.

CGI FEDERAL, INC.

By:_____
Name: Marybeth Carragher
Title: Vice President

HOUSING TRUST FUND CORPORATION

By:_____
Name: Matthew Nelson
Title: President, Office of Community Renewal

EXHIBIT A

SCOPE OF SERVICES

In Support of New York State's Action Plan for implementation of the Community Development Block Grant Disaster Recovery Grantees Under the Department of Housing and Urban Development Appropriations Act, 2013

1. Help with Policies and Procedures related to requirements for six housing programs, including the Recreate New York buyout program, and small business programs under CDBG-DR award

    a. Define responsibilities at the state and local level
    b. Process for ensuring consistent internal and external communications
    c. Identify, vet, and approve changes to the State action plan
    d. Establish disciplined policy version management system or Policy Library and Quality Assurance methods to ensure accurate and timely compliance
    e. Quality assurance program to identify, and mitigate non compliance with approved policies and procedures
    f. Define reporting frequency, method of communication, and report standards
    g. Review Validating uniform implementation and execution of policy changes
    h. Define metrics that measure progress toward required/desired outcomes of program i.e. CDBG-DR grant national objectives
    i. Customer Service feedback mechanism, (web, phone, forums, twitter)
    j. Define application and appeals process at the state level and enforce uniform implementation
    k. Define format and form of data presentation in printed material for HUD requirements

2. Provide training on developed policies, procedures and business processes to state, county or sub-recipient levels as it relates to the six housing programs for the CDBG-DR.

3. Provide Surge Capacity, general operational support for state, county or sub-recipient levels based on need.

EXHIBIT B

BUDGET

Consultant: Hourly range [redacted]
Senior Consultant: Hourly range [redacted]
Manager: Hourly range [redacted]
Director: Hourly range [redacted]
Vice President [redacted]

CGI will use local staff when possible. Personnel that will travel to fulfill the contract activities will use the current New York State Travel reimbursement and per diem rates for travel and expenses.

Exhibit C
Housing Trust Fund Corporation
Technical Assistance Contract

DESIGNATION OF DEPOSITORY FOR DIRECT DEPOSIT OF HTFC FUNDS
SECTION I (to be completed by Contractor)

Contractor	Contract Title
Contractor Address	Contact Person (Name & Phone #)

The _____
(Name of Contractor's Financial Institution)
has been designated as the depository for all funds to be received from the Housing Trust Fund Corporation (HTFC) resulting from an award under the above Contract.

I certify that all HTFC funds shall be deposited in an account at the above-referenced financial institution, which is covered by federal deposit insurance.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name of Authorized Representative Title
(Typed or Printed Legibly)

SECTION II (to be completed by Financial Institution)

Name of Financial Institution
Address

Routing Number __ __ __ __ __ __ __ __ __

Account Number . __

Account Type Checking Account __ Savings Account __

The account identified above has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will enable this bank to receive funds directly from the Housing Trust Fund Corporation without any endorsement by the payee, has been received and is in this depository's custody. Immediately upon deposit of HTFC funds in the above account, we will notify the Recipient and subsequently provide a copy of the documentation of deposit.

_____ _____
Signature of Authorized Bank Officer Date

_____ _____
Title of Authorized Bank Officer Telephone Number

ADDITIONAL ATTACHMENTS

Appendix I: Standard Clauses for all HTFC Contracts

Appendix 2: Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures