

CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into on April 01, 2014, 2014 (“Effective Date”) between PricewaterhouseCoopers LLP, Inc. with offices located at 300 Madison Avenue, New York, New York 10017 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”). Each of the foregoing are referred to individually herein as a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended (42 U.S.C. § 5121-5207) (the “Stafford Act”), portions of the State of New York (“State”) received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee (the “Storms”);

WHEREAS, the State has received an allocation of Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds from the United States Department of Housing and Urban Development (“HUD”) for the purpose of providing assistance to recover from the Storms;

WHEREAS, HTFC is authorized to administer CDBG-DR and other federally-allocated funds in the State;

WHEREAS, HTFC seeks various services in order to assist HTFC in administering these funds (Exhibit A) (also referred to herein as the “Scope of Services”);

WHEREAS, the New York Department of Budget (“DOB”) issued a Request for Proposals (“RFP”) on June 5, 2012;

WHEREAS, the Contractor who is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement, responded to DOB’s June 5, 2012 RFP;

WHEREAS, pursuant to New York law, HTFC can rely upon a competition performed by another state agency to procure a contractor, and in fact HTFC, relying upon the competition performed by DOB, HTFC selected the Contractor;

WHEREAS, HTFC and Contractor desire to enter into this Agreement, under which Contractor shall provide all or some portion of the above-referenced Scope of Services pursuant to this Agreement and a relevant task order(s) (“Task Order(s)”) (“Services”);

WHEREAS, HTFC is the signatory to this Agreement, the Governor’s Office of Storm Recovery (“GOSR”) and its representatives shall administer the day-to-day activities and operations set forth herein and in any Task Order(s) related to activities funded with CDBG-DR funds; and

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. General Obligations of the Contractor.

(a) This Agreement incorporates by reference as if set forth herein the Contractor’s proposal dated July 19, 2012 and any subsequently submitted documents, communications and representations (“Proposal Documents”) utilized by HTFC/GOSR in evaluating the Contractor for award of this Agreement.

(b) This Agreement sets forth the general terms and conditions governing the entire Scope of Services (Exhibit A) that HTFC/GOSR may seek and the actual Services obligated by HTFC pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by HTFC or Services to be performed the Contractor. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.

(c) The Contractor shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR and other federally-allocated funds and the requirements for contracting with the State of New York. Some, but not all, of the

requirements are incorporated by reference in Appendices II – III. Any failure by the Contractor to thoroughly familiarize itself with and understand such matters shall not relieve the Contractor of its obligations under this Agreement or any Task Order hereunder.

(d) The Contractor shall perform the Services contained in any Task Order in a diligent, safe, and workmanlike manner that conforms to generally accepted industry and professional practices, and the with the care and skill ordinarily exercised for such Services. The Contractor will perform work under this Agreement by competent personnel under the management, supervision, and direction or employment of the Contractor.

(e) The Contractor shall commit adequate resources to perform the Services.

2. General Obligations of HTFC/GOSR.

(a) HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the cognizant Task Order and at the rates established in Exhibit B (also referred to herein as the “Fee Schedule”). Contractor agrees that in no event will HTFC pay the Contractor more than \$5,000,000.00 (“Total Fee”) for the Services under all Task Orders under this Agreement. The Contractor under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. HTFC will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor’s fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

(b) HTFC/GOSR 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) Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Contractor. The Contractor shall not restrict HTFC from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. Task Order Contract. All Services and compensation shall be obligated pursuant to a Task Order, which shall include: (1) a Statement of Work that will set forth the specific Services

and quantity of such Services; and (2) the compensation and payment schedule of such compensation based upon the fees set forth in the Fee Schedule at Exhibit B.

4. Period of Agreement. This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided for in Appendix II. If the Agreement is not modified, unless otherwise instructed by HTFC, by the end of the period of the Agreement, the Contractor shall deliver any and all Property belonging to HTFC to a location designated by HTFC/GOSR. In addition, the Contractor, at no additional cost, shall: (a) cooperate fully at the direction of HTFC/GOSR in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, "Property" means all tangible and real property owned or leased by HTFC. HTFC property includes both HTFC/GOSR-furnished and Contractor-acquired property. HTFC property includes material, equipment, special tooling, special test equipment, and real property. Intellectual property shall be governed by required federal terms that will be incorporated into applicable task orders.

5. Contractor Representations and Warranties. The Contractor represents, covenants and warrants that:

(a) The Contractor is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Contractor under this Agreement;

(b) This Agreement does not in any way conflict with any other agreements of the Contractor;

(c) The Contractor possesses the business, professional, and technical expertise, and training required to perform the Services;

(d) The Contractor has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience, and expertise, to undertake and provide the Services in a manner satisfactory to HTFC/GOSR.

(e) The Contractor possesses the equipment, facilities, and employees to perform the obligations under this Agreement;

(f) The Contractor and/or its facilities, employees, or agents have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services; and

(g) That all documents, including but not limited to invoices, billings, back-up information for invoices, and reports submitted by the Contractor to HTFC/GOSR in connection with the Services, are complete and accurate to the best of the knowledge of the Contractor. The Contractor represents that HTFC/GOSR, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Contractor agrees to promptly notify HTFC/GOSR upon discovery of any instances where the Contractor becomes aware of any discrepancies in relation to documents under this Section.

6. Inspection & Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this Agreement. HTFC/GOSR reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance. HTFC/GOSR may require repair or replacement of nonconforming Services at no increase in compensation. If repair/replacement or reperformance will not correct the defects or is not possible, HTFC/GOSR may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Services. HTFC/GOSR must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. Payment Process and Accounting Procedures.

- (a) Payment for all Services shall be made in United States currency.
- (b) Payment will be made upon receipt of an accurate and complete invoice from the Contractor for Services rendered, in conformance with the Task Order's payment schedule.
- (c) HTFC/GOSR reserves the right to refuse payment on any portion thereof until such portion is acceptably presented.

(d) Except as may be specifically provided in the Task Order, 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.

(e) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized by HTFC) to:

Housing Trust Fund Corporation
Hampton Plaza
38-40 State Street
Albany, NY 12207

An invoice must include—

- i. Name and address of the Contractor;
- ii. Invoice date and number;
- iii. Task Order number;
- iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;
- v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- vi. Terms of any discount for prompt payment offered;
- vii. Name and address of official to whom payment is to be sent;
- viii. Name, title, and phone number of person to notify in event of defective invoice; and
- ix. Additional information as reasonably required by HTFC/GOSR.

(f) All amounts paid by HTFC to the Contractor are subject to audit by HTFC/GOSR, as set forth in Section 10 of this Agreement.

(g) 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.

(h) 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.

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

(j) HTFC's payment of all or a part of an invoice shall neither relieve the Contractor of any of its obligations under this Agreement nor constitute a waiver of any claims by HTFC.

8. Termination of Agreement.

(a) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, HTFC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the HTFC, become HTFC's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to HTFC for damages sustained by HTFC by virtue of any breach of the Agreement by the Contractor, and HTFC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due HTFC from the Contractor is determined.

(b) Termination for Convenience. HTFC may terminate this Agreement at any time by giving at least ten (10) business days' notice in writing to the Contractor. If this Agreement is terminated by HTFC as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(c) Upon termination of this Agreement, the Contractor, at no additional cost, shall:
(a) cooperate fully at the direction of HTFC in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

9. Supervision of Services.

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

(b) The Contractor will cooperate with HTFC/GOSR at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all HTFC/GOSR recommendations and proposals.

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

10. Audit and Inspection Rights. HTFC's/GOSR's access to records, audit and inspection rights are subject to the provisions set forth in Appendix II and any further requirements set forth in each task order. Notwithstanding the time periods set forth therein, Contractor shall maintain all records connected with this Agreement for a period of at least six (6) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later.

11. Insurance. The Contractor shall procure and maintain without interruption, and shall require each of its Subcontractors to procure and maintain without interruption, at its sole cost and expense, insurance of the type, and with limits and deductibles, to as follows:

(a) Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. HTFC shall be named as an additional insured.

- (b) Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- (c) Worker's Compensation. Covering employers' liability and disability benefits as required by the State of New York.
- (d) Excess Liability Insurance. Not less than Two Million Dollars (\$2,000,000).

The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work.

12. Assignment and Subcontracting.

(a) The Parties' rights regarding assignment and subcontracting are subject to the terms of Appendix II. The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of HTFC.

(b) Any change of control by the Contractor shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets, or sale of a substantial block of stock of the Contractor.

(c) As part of any subcontract hereunder, after Contractor receives written approval, the Contractor must incorporate the terms of this Agreement in its subcontract so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Contractor does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise shall create any contractual relationship between HTFC and the Contractor's subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to HTFC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from HTFC's obligation to make payments to the Contractor. As a result, HTFC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

13. Compliance with Law.

(a) The Contractor shall comply with all Law applicable to this Agreement and the Services performed hereunder.

(b) The Contractor shall promptly notify HTFC in writing upon discovery of any failure, or any allegation of any failure, of the Contractor to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

(c) Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

14. Miscellaneous Provisions.

(a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

“Force Majeure” means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days, and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.

(b) Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

(c) No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.

(d) Authorization. The Contractor, or the representative(s) signing this Agreement on behalf of the Contractor, represents and warrants that the Contractor has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Contractor and to bind the Contractor to its contractual obligations hereunder.

(e) Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, exhibits, Task Orders, modifications, and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

(f) Notices. Notwithstanding the Notice requirements in Appendix II, all notices and other communications given hereunder shall be in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the Party being notified, or, if mailed, when addressed:

(i) if to the CONTRACTOR, as follows:

Check payments should be sent to:

PricewaterhouseCoopers LLP
P.O. Box 7247-8001
Philadelphia, PA 19170-8001

CONTRACTOR key contact persons for GOSR are (for payment and admin issues):

Christopher O'Brien
PricewaterhouseCoopers LLP
One North Wacker
Chicago, IL 60606
(312) 298-3474

Anaita Kasad
PricewaterhouseCoopers LLP
300 Madison Avenue
New York, NY 10017
(650) 339-3601

and (ii) if to HTFC, as follows:

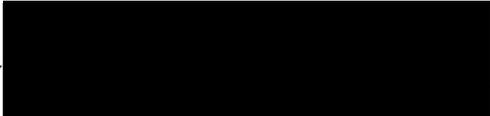
HTFC/GOSR
Attn: Lisa Bova-Hiatt
General Counsel
Governor's Office of Storm Recovery
25 Beaver Street
New York, NY 10004

(g) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clauses for all HTFC Contracts
- iii. Appendix III – Diversity Forms
- iv. Appendix IV – Construction Related Terms and Forms (not applicable to this Agreement)
- v. The applicable Task Order
- vi. This Agreement
- vii. Exhibit A – Scope of Services
- viii. Exhibit B – Fee Schedule
- ix. Proposal Documents
- x. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds

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

PricewaterhouseCoopers LLP

By: 

Name: *CHRISTOPHER DISKIN*

Title: *Principal*

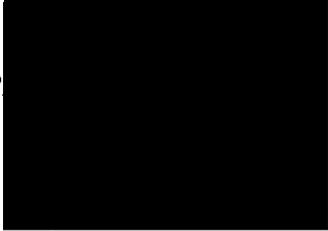
HOUSING TRUST FUND CORPORATION

By: 

Name: *Seth Diamond*

Title:

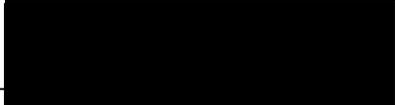
APP

By: 

LISA BOVA-HUTT

Printed Name
GOSR Counsel

APPROVED AS TO FINANCIAL
SUFFICIENCY:

By: 

Robert P. Miller

Printed Name
GOSR Chief Financial Officer

EXHIBIT A
SCOPE OF SERVICES

HTFC is seeking management consulting services. Upon request, the Contractor will be asked to provide assistance, guidance or analysis on Project Management support, which may include, but is not limited to, the following:

1. Project Overview: Contractor will support HTFC in establishing and providing process design, project management support, and the support of monitoring services for its Superstorm Sandy efforts. The scope of work for this activity is presented below and will be further defined in consultation with the HTFC's designated project manager and engagement manager (the "Services"). Any modifications to this SOW including those to the Services or Deliverables will be discussed and mutually agreed upon in writing by the parties. Contractor deliverables will include all written material that is expressly prepared for and delivered to HTFC under this Agreement ("Deliverables") and generally will be in the form of documents, PowerPoint presentations, and/or Excel models. Key Objectives include:

- To assist HTFC in understanding the requirements outlined within Federal and other funding documents as it pertains to program management and support
- To facilitate an understanding of the transparency needs of HTFC
- To support the design of a process to promote controls over use of funds
- To implement a monitoring process for the program
- To program manage the monitoring processes on an ongoing basis

2. Project Scope:

A. Gather Requirements

- Review Federal Funding stipulations to document requirements outlined with the receipt of funds
- Document the agencies and organizations through which each funding stream flows
- Document existing processes for managing Federal and other funds
- Interview HTFC and other stakeholders to identify quality control, transparency and monitoring requirements beyond those stipulated by Federal Funds

Key Deliverables:

- I. A detailed requirements document outlining the components of the monitoring process
- II. Appendix Review: interview notes, excel spreadsheets, and other materials in support of the Requirements document

B. Design and Document Processes and Identify Gaps

The team will facilitate sessions to design the appropriate program execution and incorporate leading practices implemented by other states following other storms and disasters.

Specifically, the team will:

- Facilitate sessions and support the design of a process that promotes transparency, integrity and quality control
- Document process steps, policies and procedures in the monitoring processes
- Document reporting tools required to support the process
- Document resource requirements to support the process
- Recommend a sampling methodology to test compliance with the program requirements
- Recommend process metrics and indicators of potential process breaches
- Identify gaps in agencies' and partners' ability to support the process

Key Deliverables:

- I. Documented process flows and procedures to support program execution
- II. Documented reporting tools to support the process
- III. A resource plan identifying the HTFC, agency, and partner resources required to support the process
- IV. An organizational chart and structure to support the process, with roles and responsibilities documented
- V. A long-term approach to sampling and testing compliance with the process, including metrics to monitor process breaches

C. Support Implementation

The team will support the state in the implementation of the agreed-upon process. Implementation will proceed according to a roadmap, with short term measures to promote immediate compliance as well as medium-term measures that may be more robust.

Specifically, the team will:

- Support training of HTFC and agency partners to promote an understanding of the steps in the program execution
- Assist in constructing reporting tools as needed
- Facilitate testing of the process prior to implementation

Key Deliverables:

- I. Completed test of monitoring processes
- II. Training materials and manuals

D. Implement and Support Program Management and Execution

As HTFC continues to build out the process and transitions to the implementation of the Program, the Contractor team will transition to supporting the process and providing program management services at the direction of HTFC. The Contractor will deploy a project management team, as well as consultants embedded within each of the major funding stream areas, to support the monitoring of transactions and escalate potential areas of concern to HTFC management.

Specific activities of the program management and execution function are presented below:

- Reviewing process metrics and key indicators to identify potential issues
- Sampling transactions to facilitate compliance with program requirements
- Assisting in the production of reports
- Analyzing performance of the process and recommending improvements

Further detail on these activities is presented below:

- **Process Metrics:** The team will facilitate the generation of reports, specific to each funding stream, relating to process performance and potential areas of concern
- **Transaction Sampling:** Team members within each stream will deploy a sampling process, as agreed during the design phase, to compare transactions to requirements of the program. The results of the tests, which will not be projected to the entire population of transactions, will be reported on a Dashboard of Issues and Risks.
- **Fund Reporting:** The Contractor team will support the production of required reports to each of the funding agencies by facilitating the Project Manager to identify the required information and reporting formats. The Project Manager will be responsible for approving all reports prior to submission for signature by HTFC.
- **Process Improvement:** The Contractor team will analyze the performance of the process, recommend improvements and, if agreed to by HTFC, support the implementation of these processes.

E. Deliverable Acceptance: HTFC's designated Engagement Manager will be responsible for review and acceptance of the Deliverables on behalf of HTFC. Deliverable acceptance shall be in accordance with the following:

- The Contractor will complete and submit to HTFC each of the Deliverables included in the Project Scope.
- **Acceptance Criteria:** The acceptance criteria for each Deliverable shall be its substantial conformance to the requirements and descriptions set forth in the Project Scope and any additional specifications mutually agreed upon by the Parties and documented by the State Engagement Manager and Contractor Project Managers in writing ("Acceptance Criteria").

1. Acceptance: HTFC shall have a ten (10) business day acceptance period, unless otherwise mutually agreed to by the HTFC Engagement Manager and Contractor Project Managers, to approve each Deliverable that conforms in all material respects to the Acceptance Criteria. The acceptance period shall begin upon transmittal by Contractor Project Managers to the HTFC Engagement Manager of a written notification that the Deliverable is in final form and ready for approval, and shall be counted from and include the first working day following the delivery of the Deliverable to HTFC. HTFC shall provide the Contractor with (i) written approval of the Deliverable; or (ii) a written statement which identifies in reasonable detail, with references to the applicable Acceptance Criteria, all of the deficiencies preventing approval (“Deficiencies”). All Deliverables shall require the written approval by the HTFC Engagement Manager or his or her written designee that such Deliverables conform in all material respects with the acceptance criteria agreed upon by the State Engagement Manager and Contractor Project Managers.
2. The Contractor shall have ten (10) business days (or such other period mutually agreed to by the HTFC Engagement Manager and Contractor Project Managers) to complete all such corrective actions or changes in order for such Deliverable to conform in all material respects with the acceptance criteria agreed upon by the HTFC Engagement Manager and Contractor Project Managers. The count of such business days shall begin on the first business day following the Contractor’s receipt of the written statement of deficiencies and/or required corrective actions identified by HTFC.
3. HTFC shall have ten (10) business days (or such other period mutually agreed to by the HTFC Engagement Manager and Contractor Project Managers) to notify the Contractor in writing of acceptance or rejections in accordance with the foregoing provisions of this Section to review the revised Deliverable. If HTFC cannot approve the Deliverable after correction by the Contractor, the Contractor’s Project Manager and the HTFC Engagement Manager may mutually agree to further steps to correct outstanding material deficiencies. However, in no event shall the total time allocated for review, correction and re-review of material deficiencies in a Deliverable, exceed ninety (90) days.
4. HTFC shall have final sign-off responsibility on all deliverables. Deliverables may be provided concurrently to HTFC for review and acceptance in accordance with this Section.

EXHIBIT B
FEE SCHEDULE

Contractor's rates for services under this Contract for Services shall not exceed the hourly rates as shown below:

Title	Hourly Rate	
	Effective Date - 8/31/14	9/1/14 – End Date
Engagement Partner		
Project Manager		
Senior Management Analyst		
Management Analyst		

The above rates shall apply to all hourly compensation paid under this Contract for Services. The not-to-exceed hourly rates are inclusive of any reproduction, travel, postage or other expenses related to the engagement.

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
(Typed or Printed Legibly)

Title

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