

**PERFORMANCE AGREEMENT FOR
«service_provider»
RENTAL ASSISTANCE PROGRAM
CFDA No. 14.231
Contract Number «contract»**

This Performance Agreement (“Agreement”) for the **Rental Assistance Program** is made and effective as of July 1, 2022, by and between **New Mexico Mortgage Finance Authority** (“MFA”) and «service_provider» (“Service Provider”);

WHEREAS, the purpose of the Agreement is to provide the Service Provider with the opportunity to administer portions of the **Rental Assistance Program** (“Program”), CFDA No. 14.231 funds; and

WHEREAS, pursuant to Section 58-18-5.5 (E)(3) and (4) NMSA 1978, MFA is the designated entity for the state of New Mexico to administer the Emergency Solutions Grants Program, in accordance with the regulations codified at 24 CFR Part 576 (“the Regulations”) and the state Homeless Program;

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated funding to the state of New Mexico under the Emergency Solutions Grant Program, pursuant to the **McKinney-Vento Homeless Assistance Act** (42 U.S.C. 11371-11378) (“Act”), as amended by the HEARTH Act of 2009;

WHEREAS, the total amount of Emergency Solutions Grant Program funds and state Homeless Program funds (“Program Funds”) provided to the state of New Mexico for Program Year (“PY”) 2021-2022 is \$2,416,440.00, none of which was awarded for the purpose of Research and Development (“R&D”);

WHEREAS, the awarding official (“Awarding Official”) for this Program is Leticia Ibarra, CPD Director at The Department of Housing and Urban Development and can be reached at (505) 346-7361; and

WHEREAS, the Service Provider represents and warrants that it has the necessary administrative capacity for the local implementation, administration and delivery of the Program in accordance with the terms of this Agreement.

NOW THEREFORE, MFA and the Service Provider, in order to ensure proper local development, implementation, administration and delivery of federally funded affordable housing programs, agree to the following:

Article 1. Program Funds

- A. **Source of Funding**. Funding provided pursuant to this Agreement may originate from federal and/or state funding sources, but shall nevertheless be disbursed under the CFDA number assigned to this Agreement. All Program Funds, regardless of source, are subject to the federal requirements of the Program.
- B. **Maximum Fund Amounts**. Program Funds to be disbursed under this Agreement shall not exceed «Award» («AwardWritten») in the Rental Assistance Program Funds (the “Program Funds”), as set forth in the **Budget** attached as **Schedule C**.

- C. Disbursement Limitations. Except as otherwise provided herein, Emergency Solutions Grant Program funds and administrative funds are set to be disbursed on a reimbursement basis consistent with amounts set forth in Paragraph B of this Article of the Agreement.
- D. Cost Reimbursements/Budget. Payment under cost reimbursable contract provisions shall be made upon MFA’s receipt from the Service Provider of invoices for actual expenditures allowable under the terms of this Agreement. Reimbursements will be made in accordance with the **RAP Budget** attached in **Schedule C**. Budget amendments must be accomplished through the Amendments to Agreement procedures stipulated in Article 1 of this Agreement.
- E. Amendments to Agreement. Amendments to this Agreement shall be made by written instrument, executed by both parties. In the event Service Provider desires to make changes to the budget, scope of work, or schedule of completion, Service Provider shall request a written amendment and explain the reason for the need for the amendment. Only after the proposed amendment is approved in writing by MFA, may Service Provider deviate from the previously approved budget, scope of work or schedule of completion.
- F. Indirect Cost Rate. MFA, as a pass-through entity, is required pursuant to 2 CFR Part 200.331 to ensure that Service Provider, as a sub-recipient under a Federal award, has a federally recognized indirect cost rate negotiated with a cognizant Federal agency for the Federal award (including if the de minimis rate is charged per Section 200.414 Indirect costs). Please complete the table below, if applicable.

Federally negotiated rate	
Cognizant Agency	
De minimis 10% rate (yes or no)	
Other rate per federal regulation	

- G. Cost Allocation. If applicable, Service Provider must have available a methodology and/or a cost allocation plan that clearly identifies and distributes all indirect costs incurred pertaining to this Agreement.
- G. Invoices. Service Provider shall not submit invoices more than once a month, unless written approval is obtained in advance from MFA. Failure to submit invoices within 10 days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement. MFA requires a minimum of 48 hours to process an invoice.
- H. No Dual Application of Costs. The Service Provider certifies that any direct or indirect costs claimed pursuant to this Agreement will not be allocable to or included as a cost of any other Service Provider operated program, project, contract, or activity not approved by MFA, in advance, in writing.
- I. Prohibition of Substitution of Funds. Any Emergency Solutions Grant Program funds or other amounts received by Service Provider under this Agreement may not be used by Service Provider to replace other amounts made available or designated by state or local governments through appropriations for use for the purposes of Emergency Solutions Grant Program.

- J. Program Income. Any refunds to the Service Provider produced from Emergency Solutions Grant Program funds are to be identified and remitted to MFA within 30 days from the date such program income is earned. Service Provider shall not retain program income or use it for additional eligible activities.
- K. Request for Reimbursement. Final Request for Reimbursement must be submitted by Service Provider to MFA by a date determined by MFA. MFA will require a duly prepared **Request for Reimbursement**. Service Provider may not submit a Request for Reimbursement for Emergency Solutions Grant Program funds under this Agreement until the Emergency Solutions Grant Program funds are needed for payment of eligible costs. The amount of each Request for Reimbursement must be limited to the amount needed. Program income, if any, must be returned to MFA before Service Provider submits a Request for Reimbursement.

Article 2. Scope of Work

The Service Provider is required to provide and/or ensure the following:

- A. Service Goals. The Service Provider shall submit to MFA for approval a **Budget and Scope of Work** attached as **Schedule B & C** which describes the (a) activity to be undertaken, (b) intended use of the Program funds (c) service goals to include unique count of people and people exiting to housing and, (d) number of units or households to be assisted. The Scope of Work may be amended as provided in Article 1 of this Agreement.
- B. Completion and Disbursement Schedule. The Service Provider shall submit to MFA for approval a **Schedule of Completion** attached as **Schedule D** stating the time frame for use of Emergency Solutions Grant Program funds. Failure to adhere to the **Schedule of Completion** will be grounds for termination of the Agreement as stipulated in Article 4 of this Agreement. The **Schedule of Completion** may be amended as provided in Article 1 of this Agreement.
- C. Statement of Assurances. Service Provider has complied with all applicable requirements as stated within the **Statement of Assurances**, attached as **Schedule A**.
- D. Compliance. That the development, implementation, administration and delivery of the Emergency Solutions Grant Program projects provided for under this Agreement shall be consistent with each of the following: (a) the Act, (b) the Regulations, (c) the requirements, conditions and Program descriptions contained in this Agreement, and (d) the Service Provider's MFA-approved Program Design ("Program Documents") and (e) the HUD approved state of New Mexico Consolidated Plan.
- E. Timely Expenditure of Program Funds. That all Program Funds awarded to Service Provider under this Agreement shall be obligated and expended in accordance with the approved **Schedule of Completion** attached hereto as **Schedule D**.
- F. Customer Feedback. If provided, a MFA Customer Satisfaction Survey, the Service Provider will deliver the survey to each program recipient and inform them of the process to complete and return to MFA. Service Provider will keep a list of all applicants which may be reviewed by MFA at its discretion.

- G. FFATA Requirements. MFA is required to report Service Provider award and executive compensation information in the Federal Funding Accountability and Transparency Act (“FFATA”) Sub-award Reporting System (“FSRS”), where both the award initial amount is \$25,000.00 or greater, or the award has an initial amount of less than \$25,000.00 but will have a cumulative amount of \$25,000.00 or greater. Service Provider shall provide MFA with the information contained on the form attached as **Schedule E, FFATA Data Report**.
- H. Section 504. MFA requires that each Service Provider sign the **Section 504 Certification**, attached as **Schedule F**, which indicates the Service Provider’s agreement to: (1) Comply with all applicable regulations, (2) Incur all costs required for compliance with the applicable regulations, (3) Be subject to MFA monitoring for compliance, and (4) Accept any applicable penalties for noncompliance.
- I. Lead-Safe Practices. Service Provider must comply with all applicable requirements as stated within the **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**, attached as Schedule G, including, but not limited to, EPA rule requiring the use of lead-safe practices, the provision of which can be accessed at the <http://www.epa.gov/lead/pubs/renovation.htm>. Pursuant to the rule, Service Provider and all subcontractors performing services under this Master Agreement must be certified to perform lead-based paint renovation, in compliance with the EPA rule. Clients must also receive and sign the **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**, attached as Schedule G as well as a federally approved pamphlet on lead poisoning prevention.
- J. Other Federal Requirements. Service Provider shall comply with and carry out each activity in compliance with all applicable state and federal laws and regulations.
- K. Loss, Destruction or Damage to Property. In the event that the Service Provider is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damages to any property which has been acquired, rehabilitated, converted, repaired, constructed or leased with Program Funds, the Service Provider shall use the proceeds to repair, renovate, or replace the property involved or shall credit such proceeds against the cost of the work, or shall otherwise reimburse MFA as directed by MFA.
- L. Religious Organizations. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive Program Funds; however faith-based organizations that are directly funded by Program Funds may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the activities funded. Program Funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Service Provider shall, when applicable, adhere to all requirements pursuant to 24 CFR 576.406 of the Regulations for use of Program Funds by religious organizations.
- M. Supplementation of Funds. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, these requirements apply to all of the commingled funds.

Article 3. Term of Agreement

- A. Effective Date. The term of the contract shall become effective on July 1, 2021. The term of this Agreement shall expire on June 30, 2022, unless terminated pursuant to Article 4 of this Agreement. Thereafter, MFA shall have no obligation to provide Program Funds to Service Provider.

Article 4. Termination

- A. Termination at Will. This Agreement may be terminated by MFA with the consent of Service Provider or by Service Provider pursuant to the applicable provisions of 2 CFR 200.339. By such termination, neither party may nullify any obligation already incurred prior to the date of termination.
- B. Termination for Default. In addition to other remedies MFA may have, MFA may terminate or suspend this Agreement, in whole or in part, pursuant to 2 CFR 200.338(c) if Service Provider materially fails to comply with any term of this Agreement. In the event MFA brings an action or proceeding for the declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default hereof, or any other legal action arising out of this Agreement or the transactions contemplated hereby, or in the event Service Provider is in default of its obligations pursuant hereto, MFA shall be entitled to reasonable attorney's fees and costs.
- C. Delivery of Program Funds. In the event of termination of this Agreement, Service Provider shall comply with all applicable requirements for "closeout," pursuant to the provisions of 2 CFR §§ 343-345, with the exception that, upon termination of the Agreement, originals of all documents regarding Program Funds and Project Income on hand, all accounts receivable and all contracts, records, files and other instruments and documents related to all Projects described in Article 2, the Scope of Work, whether or not any Program Funds have been expended with respect to such Projects, shall be delivered to and become the property of MFA within 30 days of termination.

Article 5. Default/Indemnity

If Service Provider or any of its subcontractors fails to comply with the terms of this Agreement, MFA may exercise all its remedies under 2 CFR 200 including but not limited to:

- A. Reduction/Withdrawal of Program Funds. Prior to reducing or withdrawing any funds, including administrative funds, MFA shall provide the Service Provider with written notice explaining the action to be taken and the reasons therefore and giving Service Provider thirty (30) days from the date of the notice in which to correct any deficiencies or violations;
- B. Mandatory Repayment of Funds. Require the Service Provider to repay Program Funds expended under this Agreement within sixty (60) days after written demand from MFA;
- C. Legal Proceedings. If the Service Provider refuses or fails, as determined by MFA, to satisfactorily correct any compliance deficiencies or violations, MFA may require repayment of Program Funds expended on the Project for which Service Provider has failed to correct such deficiencies or violations and MFA may initiate legal proceedings against Service Provider for recovery of Program Funds and, where appropriate, damages, and/or foreclosure proceedings against the

Projects developed, acquired, or acquired and rehabilitated using Program Funds under this Agreement;

- B. Debarment and Suspension from Future Participation. MFA may bar the Service Provider from future participation in the Program and other affordable housing programs which MFA manages or controls;
- C. Indemnity. Service Provider accepts full responsibility and liability for the Scope of Work, as described in Article 2 of this Agreement, and for the proper obligation and expenditure of Program Funds under this Agreement and shall defend, hold harmless and indemnify MFA and HUD against any and all claims or liabilities, including attorneys' fees and costs of litigation, arising out of Service Provider's performance of or failure to perform the Scope of Work or arising out of any project developed under the Scope of Work or for which Program Funds have been expended; and
- D. Remedies not Exclusive. The foregoing rights and remedies and any other remedies MFA may have in law or in equity may be exercised individually or in combination, in the sole discretion of MFA.

Article 6. Records and Audit

- A. Required Records. The Service Provider will maintain adequate financial accounting, program and project records for no less than seven (7) years after the expiration date or termination date of the Agreement, whichever is later, including records required by Emergency Solutions Grant Regulations and such other records as may be required by MFA to permit MFA to fulfill its obligations under Emergency Solutions Grant Regulations and its obligations under this Agreement and the Act, the Regulations and the Program Documents.
- B. Recipient Data. The Service Provider will maintain "characteristic data" for each individual and/or family assisted with Emergency Solutions Grant Program Funds and/or matching funds, if applicable. Characteristic data, at a minimum, shall include household income, race, ethnicity, age of household members, size of household, female head of household (if applicable), special needs households, marital status, and whether homeowner or renter. This data is required to be reported to MFA annually in the format prescribed by MFA and is due to MFA each year at a time to be determined by MFA in its sole discretion.
- C. Equal Opportunity Data. The Service Provider will maintain data relative to "Equal Opportunity" as related to Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE"). At a minimum, such data shall include the number and dollar value of MBE/WBE contracts and subcontracts awarded. This data is required to be reported to MFA annually in the format prescribed MFA and is due to MFA each year at a time to be determined by MFA in its sole discretion.
- D. Inspection. The Service Provider and any Subcontractor shall maintain all Program and individual project records in accordance with the regulations and the program documents. These records shall be subject to inspection by MFA, the New Mexico Department of Finance and Administration, the state Auditor, and HUD or their designees and by members of the public as required by the regulations or state law. MFA shall have the right to audit reimbursements and

program fund disbursements before and after payment. Payment under this Agreement shall not negate MFA's rights to recover excessive or illegal payments or payments made for ineligible activities.

- E. Auditing Requirements. MFA shall have the right to audit reimbursement requests and all disbursements before and after payment to the Service Provider. Payment under this Agreement shall not negate MFA's rights to recover excessive or illegal payments or payments made for ineligible activities.
- F. Annual Audit. Per state procurement requirements, all entities receiving federal or state funding from MFA must provide an annual independent financial audit or audited financial statements. All entities defined in N.M. Admin. Code Section 2/2/2/7(C) described as (government departments, boards, bureaus, courts, etc., all governmental or quasi-governmental entities) must at a minimum procure for an auditing firm/services every three years, through a Request for Proposal ("RFP"). All other entities must procure no more than every six years as outlined in N.M. Admin. Code Section 2.2.2.8 G(1)(b)(i).
- G. Independent Audits. Service Provider shall cause the independent audits required by 2 CFR 200, as applicable, for all periods in which Program Funds have been expended to be completed in a timely manner at Service Provider's sole cost, and shall deliver copies of such audits to MFA within 30 days after the audits become available, but not later than 270 days after the end of Service Provider's or any Subcontractor's fiscal year. The Service Provider will require its auditors to obtain an audit confirmation from MFA to specify the funding sources and amounts of program funds disbursed.

Service Providers are subject to the audit requirements of 2 CFR 200 must obtain independent audits prepared by a third party CPA in accordance with Generally Accepted Government Auditing Standards ("GAGAS") covering financial and compliance audits. Agencies must provide either an independent CPA's auditors report ("Audit") or audited financial statements conducted in accordance with Government Auditing Standards ("GAS"). The GAS Audit or audited financial statements will include an independent auditors report on the following:

- a. financial statements; and
- b. internal control over financial reporting and compliance

The audit or audited financial statements will also include the auditor's management letter if there is one and the Offeror's response to any audit or audited financial statement findings. Offeror must submit their previous fiscal year audit. If Offeror received \$750,000 in the fiscal year ending in 2018, a Single Audit is required pursuant to 2 CFR 200 Subpart F. Local public bodies (housing authorities, local governments), however, regardless of the amount of federal funds received, must conduct annual independent financial audits by a certified auditor that has been approved by the New Mexico State Auditor's Office and on the state Auditor's List.

The following types of audit or audited financial findings may disqualify Offeror from funding:

- a. Repeat and unresolved audit findings, as determined by MFA
- b. If Offeror has received greater than \$750,000 in the fiscal year 2019 and the single audit did not meet the requirements of the 2 CFR 200 Subpart F:

- i. For Single Audit, no proof of Federal Audit Clearinghouse submission (FORM SF-SAC).
 - ii. If Governmental entity, proof is not included of current audit submission to the Office of the New Mexico State Auditor.
 - iii. If referenced in audit as a separate communication, no submission of management response letter and management response to concerns noted in the management letter.
 - iv. If any findings, no submission of management response to findings.
- H. Program and Facilities Review. The Service Provider and any Subcontractor shall maintain all Emergency Solutions Grant Program and individual project records in accordance with applicable Federal regulations, including the Emergency Solutions Grant Regulations, and this Agreement. These records shall be subject to inspection by MFA, the New Mexico Department of Finance and Administration, the state Auditor, and HUD or their designees and by members of the public as required by this Agreement, applicable Federal regulations and/or state law. The Service Provider agrees that a program and a facilities review, including, but not limited to meeting with consumers and clients, review of service records and plans, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services hereunder, may be conducted at any reasonable time by MFA, the state of New Mexico and HUD.
- I. Access to Service Provider Documents and Activities. The Service Provider shall assure free and unrestricted access to Service Provider program documents, program operational and policy making activities and all meetings pertaining to the Program by the authorized officials of MFA, the state of New Mexico and HUD (i.e. liaison, evaluation, MFA's contract services staff and audit staff) to ensure compliance with the terms and conditions of this Agreement. When requested by MFA, service providers will upload program documents to MFA's Secure Transport Server or On-Line Invoicing System for file review and remote monitoring or when MFA deems necessary.
- J. Monthly Reports. The Service Provider shall submit the monthly reports to MFA no later than the 10th day of each month and said report shall reflect the operations and activities of the Service Provider during the prior month and such other information as may be required by MFA or as set forth in this Agreement.

Article 7. Headings Not Controlling

Headings for Articles of this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Article 8. Right to Data

- A. Use of Information. MFA and persons authorized by MFA may duplicate, use, and disclose for approved purposes, data delivered or furnished by the Service Provider to MFA under this Agreement.
- B. Irrevocable License. The Service Provider hereby grants to MFA and persons authorized by MFA a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform and dispose of all data or inventions now or hereafter covered by copyright or patent, provided. With respect to data not originated in the performance of this Agreement, such license

shall be granted only to the extent that the Service Provider has the right to grant such license without becoming liable to pay compensation to others because of such grant.

- C. Privacy and Confidentiality. The Service Provider shall exert all reasonable effort to advise MFA at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein, and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this Agreement. Service Provider shall indemnify and hold MFA harmless from and against any loss, cost, liability, or expense arising out of the violation or alleged violation of any patent, copyright, trade secret or other property right of any third party.

Ownership of Materials. All materials developed or acquired by Service Provider under this Agreement shall become the property of MFA and the state of New Mexico and shall be delivered to MFA no later than the termination/expiration date of this Agreement. Nothing produced in whole or in part by the Service Provider under this Agreement shall be the subject of an application of copyright by or on behalf of the Service Provider without the prior written approval of MFA.

Restrictive Markings. The Service Provider shall not affix any restrictive markings upon data and if such markings are affixed, MFA shall have the right at any time to modify, remove, obliterate, or ignore such markings.

Public Distribution of Items. Items provided by MFA to the Service Provider for free public distribution shall be distributed at no cost.

- D. Protection of Client Information. Service Provider must comply with all applicable requirements as stated within the Certification of Written Policies for Protection of Personally Identifiable Information, attached as Schedule I, and Certification of Written Policies and Procedures for the Protection of Electronic Data, attached as Schedule J.

Article 9. Subcontracting

- A. Subcontracting Prohibited. The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MFA. If approved by MFA, the Service Provider shall be solely responsible for the performance of any subcontractor under such subcontract(s). Use of a subcontractor shall not relieve Service Provider of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency or other inability to perform the services required under any subcontract.
- B. Subcontracting Contract Requirements. To the extent, MFA approves a Service Provider subcontracting any portion of the services to be performed under this Agreement, the Service Provider shall require that the language of Article 17 be included in all subcontracts, grants, loans, and cooperative agreements and shall require that all subcontractors and recipients of Program Funds shall make the certifications and disclosures required under Article 16.
- C. Awards to Other Service Providers. MFA may undertake or award other agreements for work related to that described in this Agreement or any portion thereof to other Service Providers. The Service Provider shall fully cooperate with such other Service Providers and MFA in all such cases.

Article 10. Assignment

The Service Provider shall not assign or transfer any rights, duties, obligations or interest in or to the proceeds of this Agreement without the prior written approval of MFA. If approved, any assignee will be subject to all terms, conditions and provision of this Agreement. No such approval by MFA of any assignment shall obligate MFA for payment of amounts in excess of the Program Funds. In accordance with 2 CFR 200.213, Service Provider shall not make any awards or permit any award (subcontract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

Article 11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations or authorizations being made by either the Legislature of the state of New Mexico or the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made by either the Legislature or the Congress, this Agreement shall be subject to termination or amendment. Termination will be effected by MFA sending written notice to the Service Provider. MFA's decision as to whether sufficient appropriations or authorizations exist shall be accepted by the Service Provider and shall be final and binding. To the extent that the Legislature of New Mexico or the U.S. Congress may modify the amount of appropriation available for the performance of this Agreement, MFA shall have the right to amend the Scope of Work, in its discretion.

Article 12. Release

- A. Release of Authority. Upon final payment of the amounts due under this Agreement, the Service Provider shall release MFA, its officers and employees from all liabilities and obligations whatsoever under, or arising from this Agreement.
- B. Continuing Liability of Service Provider. Payment to the Service Provider by MFA shall not constitute final release of the Service Provider. Should audit or inspection of the Service Provider's records or client complaint subsequently reveal outstanding Service Provider liabilities or obligations, the Service Provider will remain liable to MFA for such obligations. Any payments by MFA to the Service Provider will be subject to any appropriate recoupment by MFA.

Article 13. Waiver

No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach. No waiver shall be valid or binding unless it is in writing and signed by the party alleged to have granted the waiver.

Article 14. Scope of Agreement

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings

have been merged into this written Agreement. No prior agreement or understandings, verbal, or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Article 15. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Article 16. Conflict of Interest

The Service Provider warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, and further warrants that signing of this Agreement will not be creating a violation of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 et seq. Service Provider shall further abide by any conflict of interest laws as set forth in applicable Federal regulations.

Article 17. Officials Not to Benefit

Service Provider represents and warrants that no Program Funds have been paid or will be paid, by or on behalf of the Service Provider or any Subcontractor to any person for influencing or attempting to influence an officer or employee of any state, federal or local agency, or a member of Congress, in connection with the awarding of any local, state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any local, state or federal contract, grant, loan or cooperative agreement.

If any funds other than the 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 or member of Congress in connection with this Agreement, or any grant, loan, or cooperative agreement related to this Agreement or the Program Funds to be disbursed hereunder, Service Provider or any Subcontractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

No local, state or federal employee or official shall be permitted to obtain any benefit that may arise from this Agreement. Pursuant to Sections 13-1-191, 30-24-1 et seq., and 30-41-1 through 30-41-3 NMSA 1978, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited. Should MFA determine that Service Provider has violated any of these provisions, MFA may terminate this Agreement, in addition to pursuing any other applicable penalties.

Article 18. Interest of Members of the Local Governing Bodies

No member, officer or employee of the Service Provider, no member of the governing bodies in the jurisdiction in which the Service Provider operates and no other public official of such locality or localities who exercises any function or responsibilities with respect to any Project for which Project Funds are provided under this Agreement, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any proceeds or benefits arising from such Project or the Program Funds allocated thereto.

Article 19. Equal Opportunity and Fair Housing Compliance

The Service Provider agrees to abide by all federal and state laws, rules and regulations, and executive orders of the President of the United States of America and the governor of the state of New Mexico, pertaining to equal employment opportunity and fair housing. In accordance with all such laws, rules and regulations, and executive orders, the Service Provider agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, sexual orientation, gender identity or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

Article 20. Confidentiality

Confidential information, as defined in MFA rules or regulations or in state or federal law, code, rules or regulations or otherwise applicable by professional codes of conduct or ethics, regarding recipients, services or providers, provided to or developed by the Service Provider shall not be made available to any individual or organization by the Service Provider without the prior written approval of MFA. The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of MFA's or Service Provider's responsibilities with respect to services rendered hereunder is prohibited, except on written consent of the client, his attorney or his responsible parent or guardian. The Service Provider agrees to ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding the individuals receiving assistance through Emergency Solutions Grant Program Funds.

Article 21. Maintenance of Grievance System

The Service Provider shall establish and maintain a system, acceptable to MFA, through which a client may present grievances about the operation of the Service Provider's services program as the operation pertains to and affects the client. The Service Provider will advise clients of this right and of MFA's review of the Service Provider's denial, exclusions from, or termination of services. The Service Provider shall certify that it has advised the client, in writing, on the client application form. The Service Provider shall provide MFA with a copy of its grievance procedure at the time of monitoring. Upon review of Service Provider's procedures within 30 days, MFA may notify Service Provider of changes MFA may require. The Service Provider shall submit revised procedures within 15 days of notification that changes are required. MFA shall deem the revised grievance procedures acceptable within 30 days, unless the revised procedures are unacceptable, in which case the initial procedure shall be repeated until the Service Provider provides as satisfactory set of procedures or until MFA terminates the agreement for non-compliance.

Article 22. Reporting

- A. The Service Provider acknowledges and agrees that, subject to applicable state and federal law and unless prohibited from doing so by Violence Against Women Act ("VAWA"), it will be reporting client information to MFA and HUD through the use of the state of New Mexico Homeless Management Information Systems Database ("HMIS") or Osnum, the comparable domestic violence database for domestic violence projects. As such, non-domestic violence Service Provider agrees to abide by the rules and regulations as set forth in the NM HMIS Compliance Manual and to enter into the N HMIS Agreement. Service Provider shall also ensure that all of its agents, employees, and/or Service Providers, who will be users of the NM HMIS, enter into the New

Mexico HMIS User Agreement with the New Mexico HMIS Project Management Agency, currently the New Mexico Coalition to End Homelessness. MFA will notify the Service Provider in the event of any relevant change with the New Mexico HMIS Project Management Agency. Domestic Violence Service Providers agree to purchase the Osnium software as New Mexico’s comparable database, and to keep the Osnium software up to date. The service providers also agree to enter into the Osnium database all data required by HUD and to run all required reports for MFA and/or HUD using Osnium. Data entered into OSNIUM is not shared and use of Osnium is compliant with VAWA. The New Mexico Coalition Against Domestic Violence serves as a resource for Osnium users.

- B. In addition to entering data into HMIS or Osnium, Service Provider is required to report specified data in MFA’s On-Line Invoicing System on a monthly basis, if applicable.
- C. The Service Provider shall submit data quality reports generated from the NM HMIS and/or Osnium with each request for payment. Missing, incomplete or incorrect data is considered noncompliance with HMIS or Osnium reporting requirements and may result in requests being held until data quality is corrected. Upon receipt of corrected data quality reports, held fund requests will be processed in the next payment cycle.
- D. Rapid Re-Housing programs must use the NM Coordinated Entry System (“CES”) to identify which individual or household they will house when there is an opening. The CES uses the VI-SPDAT (“Vulnerability Index – Service Prioritization Decision Assistance Tool”) as its common assessment tool. ESG Rapid Re-Rehousing programs should prioritize households with a VI-SPDAT score of at least four.
- E. Domestic Violence Rapid Re-Housing programs are required to participate in Coordinated Assessment, but are not required to enter any data into HMIS. Domestic Violence Rapid Re-Housing programs must do the VI-SPDAT on paper for any potential Rapid Re-Housing participants.

Article 23. Insurance

The Service Provider shall procure and maintain at its expense until final payment by MFA for services covered by this Agreement or until termination of the contract whichever is later, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the state of New Mexico, covering all operations under this Agreement, whether performed by the Service Provider or its agents. Before commencing the services, and on the renewal of all coverages, the Service Provider shall furnish to MFA a certificate or certificates in form, satisfactory to MFA, showing that it has complied with this Article. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers’ compensation, MFA shall be named an additional insured. Kinds and amounts of insurance required are as follows:

- A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)

\$1,000,000	Personal and Advertising Injury
\$ 50,000	Damage to Rented Premises (if applicable)
\$ 5,000	Medical Payments

Said policy or policies of insurance must include coverage for all operations performed for MFA by the Service Provider and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. Bond or Employee Dishonesty Insurance. The Service Provider shall obtain and maintain at all times during the term of this Agreement, a blanket Fidelity Bond or Employee Dishonesty Insurance policy covering the activities of the Service Provider in an amount of at least 25% of the total dollar amount of the current budget incorporated herein. The Service Provider shall furnish MFA with a copy of the Bond Certificate or proof of insurance within 30 days of the effective date of this Agreement. The Service Provider shall notify MFA in writing of any change in the Service Provider's Bond or insurance policy status within one business day of such change.
- C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the state of New Mexico.
- D. Increased Limits. If, during the term of this Agreement, MFA requires the Service Provider to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Service Provider's compensation will be made.

Article 24. Licensing

The Service Provider shall obtain and maintain at all times during the term of this Agreement any and all licenses which are required by the city, county, state, or otherwise, for the operation of its business and the performance of any services provided thereunder. The Service Provider shall furnish MFA with a copy of any such licenses at the time of monitoring.

Article 25. Non-Profit Registration

If Service Provider is a non-profit organization, as a condition of entering into this Agreement, Service Provider must register with the Registry of Charitable Organizations of the Office of the New Mexico Attorney General and keep such registry current during the term of this Agreement, all as required under the Charitable Solicitations Act, Section 57-22-1 NMSA 1978 et. seq., and the New Mexico Attorney General's Office. On an annual basis, Service Provider shall provide to MFA proof of its continuing registration.

Article 26. Status of Service Provider

- A. Independent Service Provider. The Service Provider, its agents and employees are independent contractors performing professional services for MFA and are not employees of MFA or the state of New Mexico. The Service Provider and its agents and employees, shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of MFA or the state of New Mexico.

- B. Service Provider Shall Not Bind MFA. Service Provider shall not purport to bind MFA, its officers or employees nor the state of New Mexico to any obligation not expressly authorized herein unless MFA has expressly given Service Provider approval to do so in writing.

Article 27. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico and by applicable Federal law. The Service Provider consents to the jurisdiction of the courts of the state of New Mexico. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed to have no effect.

Article 28. Notices

All notices required to be given to MFA under this Agreement shall be sent to MFA's RAP Program Manager or designee:

All notices required to be given to the Service Provider under this Agreement shall be sent to:

Name: _____
Title: _____
Agency Address: _____
City, State, Zip: _____
Contact Email: _____

Article 29. Disputes

- A. Order of Precedence for Clarification. In the event of a dispute under this Agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - a. Agreement Amendments, in reverse chronological order, followed by;
 - b. The Agreement, including all Exhibits appended thereto, followed by;
 - c. The Service Provider's response to the Request for Proposal, both the technical and cost portions of the response, followed by;
 - d. The Request for Proposal, including attachments thereto and written responses to questions and written clarifications, followed by;
 - e. The Emergency Solutions Grant regulations at 24 CFR Part 576 pursuant to the provisions of this Agreement.
- B. Dispute Process. The Dispute Process is as follows:

“[Note: The following procedural outline is provided by MFA to inform Service Providers and Subcontractors of the general procedural steps that MFA may make available to resolve a dispute between MFA staff and a Service Provider or Subcontractor; however, the process outlined below does not constitute a contractual obligation to which MFA must adhere, and does not create a right that any Subcontractor or Service Provider may claim. Strict adherence to the procedural

steps outline below is not guaranteed, and shall be dependent upon the availability of MFA staff identified as decision makers in the process]”

- a. All efforts should first be made to resolve the dispute through discussion between the Program Manager and the Service Provider that is party to the dispute. Should efforts to achieve a resolution fail, an initial written notice of the dispute including all relevant references and proposed provisions for relief should be provided by either the Program Manager or Service Provider, within 30 days of the activities or incidents underlying the dispute, to MFA’s Director of Community Development (“D.C.D.”). The Dispute Notice must be furnished at the same time to the other party to the dispute.
 - b. The other party to the dispute will provide a written response to the initiating party and D.C.D. within 10 working days from receipt of the Dispute Notice.
 - c. The D.C.D. may request supplemental information from either party to the dispute and/or from representatives from other federal and/or state agencies within 10 working days from the receipt of the response to the Dispute Notice.
 - d. The Program Manager and the Service Provider will provide the requested supplemental information to the D.C.D. within five working days of the D.C.D.’s request for supplemental information.
 - e. The D.C.D. will provide a written resolution of the dispute to the parties within 15 working days of the receipt of all information.
 - f. Should either party to the dispute be dissatisfied with the D.C.D.’s written resolution, that party may further appeal the matter to MFA’s Deputy Director of Programs (“Deputy Director”). Either party may submit a written notice of appeal to the Deputy Director within five days of receipt of the D.C.D.’s written resolution. Upon receipt of the notice of appeal, the Deputy Director will request and receive all information on the dispute that is in the possession of the D.C.D.
 - g. The Deputy Director will provide a written resolution to the parties within 15 working days of receipt of all information. Should either party be dissatisfied with the Deputy Director’s written resolution, the parties may make a final appeal to MFA’s Executive Director, and MFA’s Policy Committee within five days of receipt of the Deputy Director’s written resolution. The Executive Director and the Policy Committee will thereafter request and receive all information on the dispute that is in the possession of the Deputy Director. The Executive Director and the Policy Committee will provide a final written resolution of the dispute to the parties within 15 working days of receipt of all information.
- C. Service Provider Performance Pending Final Determination. Pending final determination of any dispute hereunder, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the Agreement.
- D. Waiver. The Service Provider’s failure to follow the procedure set out above shall be deemed a waiver of any claim, which the Service Provider might have had.

Article 20. Schedules

The following Schedules to this Agreement are made a part hereof whether physically attached hereto or executed separately by the parties hereto and described as Schedules by reference to this Agreement. Schedules are required to be completed by Service Provider and attached to this Agreement prior to MFA’s execution of this Agreement. Schedules may, from time to time, be amended upon written agreement signed by both Service Provider and MFA. In the event that Service Provider requests any Budget Adjustment Requests (“BARs”), any such proposed amendments are also subject to the prior approval of MFA, in writing, in accordance with Article 1 of this Agreement. Upon MFA’s approval of such amendment, said amendment shall become part of this Agreement. Except as otherwise amended, this Agreement shall remain in full force and effect. Any amended Schedules will replace previous schedules and will not alter the Agreement in any other way.

- Schedule A Statement of Assurances**
- Schedule B&C Budget & Scope of Work**
- Schedule D Schedule of Completion**
- Schedule E FFATA Data Report**
- Schedule F Section 504 Certification**
- Schedule G Lead Based Paint Requirements**
- Schedule H Designation of Online Request for Reimbursement Authorization**
- Schedule I Certification of Written Policies for Protection of Personally Identifiable Information**
- Schedule J Certification of Written Policies and Procedures for the Protection of Electronic Data**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of **execution**.

NEW MEXICO MORTGAGE FINANCE AUTHORITY

By: _____
Donna Maestas-De Vries

Its: Chief Housing Officer

Date: _____
«service_provider»

By: _____

Its: _____

Date: _____

SCHEDULE A

STATEMENT OF ASSURANCES

The applicant or grantee hereby assures and certifies that, to the extent applicable, it will comply with:

LEGAL AUTHORITY

(A) It possesses legal authority to apply for the grant and to execute the proposed program.

OFFICIAL RESOLUTION

(B) Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

ACCESS TO INFORMATION

(C) It will provide citizens with reasonable access to records regarding its activities assisted with Program Funds and Program management.

PROGRAM COMPLIANCE

(D) It will comply with all applicable Program and other federal requirements described in Part 576 for Emergency Solutions Grant, including the requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111 Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with §576.405(c), and Part 578 for Continuum of Care.

ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

(E) It will comply with the requirements and policies of 2 CFR Part 200, as required pursuant to this Agreement.

ARCHITECTURAL BARRIERS

(F) As applicable, it will comply with the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et. seq.); the Uniform Federal Accessibility Standards (24 CFR Part 40 and Part 41); and the Americans with Disabilities Act (42 U.S.C. 12101 et seq). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

SHELTER AND HOUSING STANDARDS

(G) It will comply with all shelter and housing standards described in part 24 CFR Part 576.403.

CIVIL RIGHTS

(H) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et. seq.) and the regulations issued pursuant thereto (24 CFR Part 1).

FAIR HOUSING

- (2) Title VIII of the Civil Rights Act of 1968, as amended by Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100.

Executive Order 12892 and the regulations contained in 24 CFR Part 107.

EQUAL OPPORTUNITY

- (3) Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 5309) and the regulations issued pursuant thereto (24 CFR Part 570.602).

AGE

- (4) Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) implementing regulations at 24 CFR Part 146.

DISABLED PERSONS

- (5) Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8)
- (6) Executive Order 11246, Equal Opportunity in Federal Employment, as amended by Executive Order 12086 and 13279, and the regulations issued pursuant thereto (41 CFR Chapter 60).
- (7) Executive Order 11625 and Executive Order 12432 which prescribe additional arrangements for developing and coordinating a national program for Minority Business Enterprise; and) 2 CFR Part 200.321, which describes actions to be taken to assure that minority business enterprises are used when possible in the procurement of property and services.
- (8) Executive Order 12138, as amended, which creates a National Women's Business Enterprise Policy; and 2 CFR Part 200.321.

PROTECTIONS FOR VICTIMS OF VIOLENCE

(I) It will comply with Section 14043e-11 of the Violence Against Women Act (42 U.S.C. 13925 et seq.), as amended, which provides housing protections for tenants of housing assisted by covered housing programs, who are victims of domestic violence, dating violence, sexual assault or stalking.

EMPLOYMENT

(J) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), requiring that to the greatest extent feasible opportunities for training and employment be given to low- and moderate-income residents and contracts for work in connection with the project be awarded to eligible business concerns.

DISPLACEMENT

(K) It certifies that it has developed and adopted a residential anti-displacement and relocation assistance plan in accordance with 24 CFR Part 576.408.

LABOR STANDARDS

(L) It will comply with the following regulations issued under the following Acts and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable:

- (1) The Davis-Bacon Act (40 U.S.C. 3141-3148).
- (2) Contract Work Hours & Safety Standards Act (40 U.S.C.3701 et seq.).
- (3) Copeland "Anti-kickback" Act of 1986 (41 U.S.C. Chapter 87).
- (4) 29 CFR Parts 1, 3, 5, 6, and 7.

ENVIRONMENTAL CLEARANCE

(M) The applicant will comply with the environmental laws and authorities at 24 CFR Parts 50 and 58 and will (i) supply MFA with information necessary for it to perform any necessary environmental review of each property; (ii) carry out mitigating measures required by MFA or select alternate eligible property; and (iii) not acquire or otherwise carry out any program activities with respect to any eligible property *until* MFA approval is received.

CONFLICT OF INTEREST

(N) It will comply with the conflict of interest provisions in 24 CFR Part 576.404, and 2 CFR Part 200.317 and 318, as applicable; and will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

LEAD BASED PAINT

(O) It will comply with Title IV of the Lead Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. 4821 et seq.) and the regulations issued pursuant thereto (24 CFR Part 35).

LOBBYING

(P) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal grant, the making of any Federal grant the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, in accordance with 24 CFR Part 87.

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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language 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 agreement) and that all subrecipients shall certify and disclose accordingly.

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 \$1,000,000 for each such failure.

CERTIFICATIONS

(AA) The application does not request any more Program Funds in combination with other federal assistance than is necessary to provide Program services.

(BB) It will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 et seq.)

(CC) The applicant and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or involuntarily excluded from covered transactions; and, are not listed as an excluded party(ies) on the System for Award Management’s list of excluded parties accessed at www.sam.gov. It will include the certification in DCA-BHD-177 in any proposal submitted in connection with the lower tier transactions.

(DD) It may provide Program Funds to religious or faith-based organizations, in accordance with 2 CFR Part 576.23, on the same basis as any other organization. Organizations that are directly funded under the Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded by the Program Funds under this Agreement, and participation must be voluntary for the beneficiaries of the assistance provided.

(EE) It has made reasonable efforts to maximize participation by the private sector in the development of the housing program described in the application.

Agency Name

Date

Signature of Authorized Official

Schedule B: ESG Budget Homeless Prevention and Rapid Re-Housing

Service Provider: _____

Program Award: «Award»

RAPID RE-HOUSING	Amount
Rapid Re-Housing Rental Assistance: rent and rental arrears	
Rapid Re-Housing Financial Assistance: security deposits, application fees, moving costs, last months' rent, utilities	
Rapid Re-Housing Services: housing stability case management, housing search & placement	
RR TOTAL	\$0.00
HOMELESS PREVENTION	
Homeless Prevention: Rental Assistance: rent and rental arrears	
Homeless Prevention: Financial Assistance: security deposits, application fees, moving costs, last months' rent, utilities	
Homeless Prevention Services: housing stability case management, housing search & placement	
HP TOTAL	\$0.00
GRAND TOTAL	\$0.00

Total must equal program award

Schedule C: Scope of Work

Service goals are defined as the number of unduplicated participants is proposing to serve with the award.

Activity	Total amount allocated to each activity	Service Goals	
		Unique Count ²	
		Unduplicated Persons	Persons Exiting to Housing ³
Rapid Re-Housing	\$0.00		
Homeless Prevention	\$0.00		
Total	\$0.00	0	0

(2) Unique count – count each person served only once.

(3) Exiting to housing means exiting to one of the following: rental housing or apartment (no subsidy), public housing, Section 8/Housing Choice Voucher, Shelter Plus Care, Supportive Housing Program, HOME subsidized housing or apartment or other subsidized house or apartment, homeownership, moved in with family or friends (permanent or transitional).

Agency Signature _____ Date _____

MFA Approval _____ Date _____

Schedule D: Schedule of Completion

- At least 25% of people and at least 25% of funds must be reported and drawn down by October 10, 2022.
- At least 50% of people and at least 50% of funds must be reported and drawn down by January 10, 2023.
- At least 75% of people and at least 75% of funds must be reported and drawn down by April 10, 2023.
- 100% of people and 100% of funds must be reported and drawn down by end of program year, (date to be determined by MFA).

Agency Signature _____

Date _____

MFA Signature _____

Date _____

**Schedule E
FFATA REPORTING DATA**

Reporting Period: _____ **(mm/yyyy)**

Please make sure every box in this color is filled correctly		Name and Phone Number of Person Completing Form:	
MFA Contract #		Contract Effective Date	Award Amount
Contract term	7/1/2022-6/30/2023	Subrecipient type	
Owner/Grantee Information			
Name			
Federal Tax ID #			
DUNS #	Must be 9 digit number		
CCR #			
Physical Address			
Mailing Address			
City, State Zip + 4			
Contact			
Telephone			
Fax			
E-Mail			
Development Information			
Development Name			
Development Physical Address			
Area of Benefit			
	City	County	Congressional District
Owner top five most highly compensated officers			
Officer Name	Officer Compensation		
Do you file an IRS FORM 990?			
If yes, you do not have to complete this section			
Authorized Official Signature	Date	MFA Signature	Date

INSTRUCTIONS	
MFA Contract #	Number assigned by MFA upon award
Contract effective date	Date contract signed by MFA or effective date
Contract term	The date range of the contract (or total grant period) from YYYYMMDD to YYYYMMDD
Subrecipient type	Enter the applicable type from the list below
Type: B. County Govt; C. City or town Govt, D. Special District Govt, E. Regional organization, I. Tribal Govt (federally recognized), J. Tribal Govt (non-federally recognized), L. Indian Housing Authority, M. Nonprofit w/501c3 status, N. Nonprofit w/out 501c3, P. Individual, Q. For-Profit organization, R. Small Business.	
Owner Federal Tax ID #	Number assigned to entity by IRS
Owner DUNS #	Unique nine-digit number assigned to entity by D&B
Owner CCR #	Also known as a CAGE number. EACH ENTITY MUST PROVIDE A PRINTOUT SHOWING ENTITY REGISTRATION IN THE CCR SYSTEM
Owner Physical Address	This must be the address as listed in CCR.
Area of Benefit	Enter City, County, and Congressional District of project
TOP 5 MOST HIGHLY COMPENSATED OFFICERS OF ENTITY	Answer this question first: Does the public have access to information about the compensation of senior executives in your company by your filing under Securities Exchange Act Section 13(a) or 15(d) OR IRS Code § 6104 (FORM 990)? If YES, you DO NOT have to complete this section.
	Otherwise, continue with the following: a) Total gross revenues in previous fiscal year? _____ b) Total gross revenues from federal awards in previous fiscal year? _____ c) If $b \div a \geq 80\%$ and $b \geq \$25 \text{ mm}$, then provide the five most highly compensated officers of the entity. Compensation includes salary and bonus, awards of stock, changes in pension value, and other compensation, but does not include group life, health or medical reimbursement plans that are available generally to all salaried employees.



Schedule F
Section 504 Certification Form
(Non-construction)

Completed form to be submitted at time of contract

MFA follows the federal equal opportunity and accessibility compliance guidelines and state and local regulations, where applicable, for all of its programs, regardless of the source of funds. MFA requires its recipients to ensure that their programs are programmatically and structurally accessible to qualified individuals with disabilities. The programs must be provided in the most integrated setting possible. Each funding applicant is required to sign the “Section 504 Certification Form” and complete the Compliance Checklist which indicates the sub-recipient’s (authorized official for the respective organization) acceptance to:

- (1) Comply with all applicable regulations;
- (2) Incur all costs required for compliance with the applicable regulations;
- (3) Be subject to MFA monitoring for compliance; and
- (4) Accept any applicable penalties for noncompliance.

Signature and Certification:

The undersigned certifies to MFA that it has read and understands all of its obligations under the Section 504 requirements. The undersigned acknowledges that this certification will be relied upon by MFA in its review and approval of proposal for funding and any misrepresentation of information or failure to comply with any conditions proposed in this certification could result in penalties, including the disbarment of applicant from participation in MFA administered programs for a period of time.

Name of Funded Program: _____

Organization Name: _____

Agency Director Signature

Date

MFA Program Manager Signature

Date



Section 504 Checklist

Used for monitoring purposes of compliance with Section 504 of the Rehabilitation Act of 1973.

Recipient Name: _____ Date Prepared: _____

Address: _____ Telephone: _____

1. Program Name & Location

Program Name: _____

Address: _____

Agency Director: _____ Telephone: _____

Program Director: _____ Telephone: _____

2. Program Activity

- Rental Assistance Program (RAP)
- Emergency Homeless Assistance Program (EHAP)
- Continuum of Care Performance Program (CoC)
- HOME Owner-Occupied Rehabilitation
- Housing Opportunities for Persons with AIDS (HOPWA)
- Linkages Program

Applicant Accessibility Compliance

2. Program Site

Is your business/office location wheelchair accessible? Yes No

If not, provide address of alternate wheelchair accessible office location: _____

Describe methods used to comply with accessibility requirements for your program, if your office and/or facilities are not accessible to people with mobility impairments.

Where communication is made through telephone with the applicants and beneficiaries, telecommunication devices for the hearing impaired (TTY or TDD) must be used, or a device that is just as effective. Recipients must make sure that all interested people, including those with vision and hearing impairments are able to be informed about the existence and location of the program; of accessible services, activities, and facilities. The recipient must ensure they make effective communication with applicants, beneficiaries, and other members of the public.

Do you employ alternative methods of communication to provide your services to prospective clients with vision or hearing impairments? Yes No

Check all that apply:

- Large font materials
- Recorded (CD) materials
- Sign Language interpreter
- Other: _____

If not, why? _____

Name and Title of applicant representative:

Agency Signature

Date

Title

SCHEDULE G
Disclosure of Information on
Lead-Based Paint and/or Lead-Based Paint Hazards

Childhood lead poisoning is a major environmental health problem in the United States, especially for low-income families in poor living conditions. If not detected early, children with high levels of lead in their bodies can suffer from damage to the brain and nervous system, behavioral and learning problems (such as hyperactivity), slowed growth, hearing problems, and headaches. To prevent lead poisoning in young children, ESG grantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R. This document summarizes the lead-based paint requirements and provides guidance for carrying out each step.

Under ESG, the rule is that a lead-based paint visual assessment must be completed for all units that meet the three following conditions:

The household living in the unit is being assisted with ESG financial assistance (rent assistance, utilities assistance, utility/security deposits or arrears).

- The unit was constructed prior to 1978
- A child under the age of six is or will be living in the unit

Before ratification of a contract for housing sale or lease, sellers and landlords must:

- Give an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards ("Protect Your Family from Lead In Your Home" pamphlet, currently available in, Spanish, Vietnamese, Russian, Arabic, Somali).
- Disclose any known information concerning lead-based paint or lead-based paint hazards. The seller or landlord must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- Provide any records and reports on lead-based paint and/or lead-based paint hazards which are available to the seller or landlord (for multi-unit buildings, this requirement includes records and reports concerning common areas and other units, when such information was obtained as a result of a building-wide evaluation).
- Include an attachment to the contract or lease (or language inserted in the lease itself) which includes a Lead Warning Statement and confirms that the seller or landlord has complied with all notification requirements. This attachment is to be provided in the same language used in the rest of the contract. Sellers or landlords, and agents, as well as homebuyers or tenants, must sign and date the attachment.
- Sellers must provide homebuyers a 10-day period to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity.

By signing this form, you are certifying that the agency named below is in compliance with providing a lead-based paint disclosure and federally approved pamphlet on lead poisoning prevention to clients who are receiving housing through said agency.

Agency

Signature

Date

Title

SCHEDULE H
Designation of Online Request for Reimbursement Authorization

The following users are approved to submit invoices through the Online Invoicing System.

First Name	Last Name	User Name	Email	Permissions*

Additional users must be requested from the online invoicing system site, at <http://local.housingnm.org/LoginPortal>. MFA will approve new users or remove permission from an existing user as authorized by the following individual in writing, verbally or via email:

Any permission level is allowed to upload monitoring documents and retrieve program forms.

Agency Signature

Date

Title

*** Permissions must be one or more of the following:**

- A. Line Item – may complete monthly invoices on expenditures
- B. Budget – may adjust funding between activities
- C. Submit Invoice – may certify entire request as being correct, and submit to MFA for payment

Schedule I

CERTIFICATION OF WRITTEN POLICIES AND PROCEDURES FOR THE PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

Service Provider maintains, and regularly reviews and updates, written policies and procedures for the protection of Personally Identifiable Information (“PII”), which is defined under **Uniform Guidance 2 CFR 200.303(e)** as:

- 1) Information that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or;
- 2) Information that indirectly identifies an individual, such as information used by an agency in conjunction with other data elements (which may include gender, race, birth date, geographic indicator, and other descriptors); or
- 3) Information permitting the physical or online contacting of a specific individual.

Service Provider further certifies that all persons employed by Service Provider are provided copies of the most current version the agencies written policies and procedures for the protection of PII, that Service Provider regularly reviews compliance with those written policies and procedures, and that Service Provider’s procedures to protect PII require the limitation of access to PII to only those employees with a need to access that information.

Service Provider acknowledges that this certification will be relied upon by MFA in its provision of funding, and any misrepresentation of information or failure to comply with any conditions proposed in this certification could result in penalties, including the debarment of Service Provider from participation in MFA administered programs for a period of time

Agency Name

Signature

Title

Date

Schedule J

CERTIFICATION OF WRITTEN POLICIES AND PROCEDURES FOR THE PROTECTION OF ELECTRONIC DATA

Service Provider maintains, and regularly reviews and updates, written policies and procedures, established and disseminated to all persons at Service Provider's place of business, for the receipt, storage, and dissemination of confidential, sensitive (including all personally identifiable information), or proprietary data maintained in an electronic format and/or conveyed by electronic media.

Service Provider certifies that its policies and procedures address, but may not be limited to, the protection of data privacy, data integrity (data must be checked for unauthorized changes), password management, internet usage, e-mail usage, software copyright and licensing, and security incident reporting.

Service Provider further certifies that it will use the Online Invoicing System or MFA's email system, when required, for the transfer of sensitive data. Service Provider will not share confidential, sensitive, or proprietary data, directly or indirectly, with persons or entities not authorized by MFA to receive such data, and Service Provider will not permit any persons or entities with access to data maintained by Service Provider to copy, duplicate or furnish to unauthorized persons or entities any confidential, sensitive or proprietary data, in whole or in part.

Agency Name

Signature

Title

Date