



## **Office of Temporary and Disability Assistance**

**KATHY HOCHUL**  
Governor

**BARBARA C. GUINN**  
Commissioner

**RAJNI CHAWLA**  
Executive Deputy Commissioner

### **Questions and Answers for Legal Services for Housing Stability Program (LSHSP) Request for Proposals (RFP)**

**RFP Application Due Date: 3:00pm – March 5, 2026**

#### **General Questions about SFS, Eligible Applicants and Available Funding**

**Q: Is there a character limit on the responses to the questions for the RFP?**

**A:** There are no character limits for responses to the applicant questions, but responses should be succinct and address the question. Applicants should download the “LSHSP RFP 2026 Applicant Questions” document, type answers beneath each question, save, and then upload as a PDF document in the Events section of SFS where indicated. Applicants should also copy all questions and answers into the Workplan section of SFS.

**Q: Can we apply for this RFP if our proposed program is specifically focused on the case management component of services?**

**A:** Please see page 8 of the RFP. Applicant must be a not-for-profit organization whose main focus is providing free legal services and is able to provide legal representation to clients in a court of law in the State of New York. This does not preclude legal services organizations from entering into subcontracts with agencies that provide case management services.

**Q: Is there a maximum amount that our organization can request? We saw the percentage chart per regional areas of the total \$35M but wasn't sure if we had to stick to only that amount or if we could request additional funds for our partners in case other areas don't need their full allotment.**

**A:** Applicants should use the stated percentages to calculate how much to request for each region. The Office of Temporary and Disability Assistance (OTDA) anticipates awarding funds regionally according to estimated percentages as stated in the chart on page 2 and conditions set forth in the RFP. Final award amounts may be adjusted based on appropriation language in the enacted state budget.

#### **Eligible and Ineligible Activities, Expenses and Service Populations**

**Q: Can these funds be used to represent tenants being evicted from assisted living facilities and nursing homes?**

**A:** Yes, so long as the people in the facilities or nursing home are paying rent or a rental equivalent to live there.

**Q: A significant number of our clients rent manufactured home lots and live in homes they either own or are purchasing. These homes are personal property, not real estate. Manufactured home parks are an important part of our housing stock with significant rights attached to tenancies. Park tenants who are purchasing or own their mobile homes still face eviction from their lots in the same type of proceeding as other tenants. Please confirm that providers can use this funding to defend tenants in mobile homes from eviction, even if they own or are purchasing the home itself?**

**A:** Anyone who is considered a tenant, whether they are living in a facility, a nursing home or on a manufactured-home lot, can be assisted if the tenant is facing housing instability and eviction from the property. The purpose of the LSHSP program is to provide legal assistance to renter households in all areas of the state outside of New York City who need assistance to maintain housing stability. Funds received under LSHSP may be used for eviction prevention and housing stability services for tenants in any living situation.

**Q: In section 1.6 Eligible and Ineligible Activities, Expenses and Service Populations, fair hearings are listed as an ineligible expense. Does this prohibition apply to all administrative hearings, or only to administrative hearings with Office of Temporary and Disability Assistance? For instance, if a tenant is at risk of losing a portion (or all) of their Section 8 HCV benefits, would we be able to assist the tenant with an administrative hearing to challenge the PHA's action? Representation in these types of administrative hearings increases the likelihood of stabilizing the tenant's rental assistance to ensure affordability of their housing.**

**A:** Yes, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that "No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract").

**Q: Another effective way of stabilizing housing and enforcing tenant rights is by filing complaints with the federal Department of Housing and Urban Development and/or local and state Human Rights Commissions. Are we correct in understanding that assisting with the complaint process and administrative hearing are allowable activities?**

**A:** Yes, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that "No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract").

**Q: One of the most effective ways to achieve the stated goal of LSHSP, i.e., to stabilize housing as quickly as possible through the provision of legal assistance[,] is to avert the filing of an eviction action by preserving tenants' subsidized housing, e.g., public housing, and housing subsidies, e.g., Housing Choice Vouchers. Legal interventions in this context can include advice, pro se assistance, and representation before public housing authorities and subsidy providers, including in administrative hearings. Are we correct in understanding that legal services in this context are allowable? If yes, are we correct in understanding that appeals of adverse administrative decisions through the filing of an Article 78 in Supreme Court, are also allowable?**

**A:** Yes, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

**Q: Representation in fair hearings is listed as an “ineligible expense.” Please confirm that ineligible fair hearings only includes proceedings which are actually termed “fair hearings,” and is intended to prohibit such hearings with local Departments of Social Services/Department of Human Services and not other administrative proceedings.**

**A:** Yes, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

**Q: Can providers use this grant funding to challenge subsidy terminations to try to maintain low-income housing, including housing choice vouchers and supportive housing for people with disabilities?**

**A:** Yes, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

**Q: Can providers use grant funds to seek reasonable accommodation for tenants at risk of eviction or subsidy terminations?**

**A:** Yes, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

**Q: Can providers use grant funds to advocate regarding government and private assistance applications and denials, with the exception of conducting fair hearings in connection with cash assistance through DSS/DHS?**

**A:** Fair hearings related to OTDA programs are ineligible under LSHSP. Advocacy for clients at any OTDA Fair Hearing proceeding, for example those related to Temporary Assistance, SNAP or HEAP, are not an eligible expense under this RFP. As stated in Section 1, General Provisions, I, of the master contract “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity”.

Representation and Advocacy at administrative hearings outside of these instances are allowed if this will assist to stabilize housing.

**Q: In section 1.6 Eligible and Ineligible Activities, Expenses and Service Populations, Affirmative Housing Litigation and Advocacy is listed as an ineligible expense. Does this include Real Property Actions and Proceedings Law Article 7D proceedings? RPAPL Article 7D proceedings are affirmative actions that tenants can bring against their landlords if there are conditions that are dangerous, hazardous, or harmful to the tenant's life, health, or safety that the landlord has not repaired. Would affirmative warranty of habitability cases or affirmative warranty of habitability counterclaims also fall under this prohibition? Representation in these proceedings can increase a tenant's likelihood of obtaining a court order directing their landlord to make repairs which in turns increases housing stability and decreases the likelihood of the tenant being constructively evicted from their home.**

**A:** These actions are allowed, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that "No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract").

**Q: Section 1.6 Eligible and Ineligible Activities, Expenses and Service Populations lists Affirmative Housing Litigation and Advocacy as an ineligible expense. Tenants who are illegally evicted from their homes typically file affirmative actions under the Real Property Actions and Proceedings Law (RPAPL) seeking to regain possession of their rental units and seeking the treble damages that the RPAPL provides. Would such affirmative actions fall under this prohibition? Additionally, in some instances, tenants are no longer interested in regaining access to their rental unit after an unlawful eviction but instead seek representation to either retrieve household possessions that have been locked in their previous apartment and/or damages for the loss of those possessions. These proceedings increase household stability for families who would otherwise lose all possessions including clothing, furniture, and other personal effects. Are these actions permissible under this funding line?**

**A:** These actions are allowed, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that "No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract").

**Q: Is affirmative litigation prohibited when it is the best and often the only remedy tenants have to stabilize their housing situation? For example, under the following circumstances. Tenant faces housing instability because of housing conditions that necessitate repair. Requests have gone unanswered. The situation escalates to withheld rent, worsening living conditions, and possible retaliatory eviction. Affirmative litigation to assert claims under the warranty of habitability or to secure repairs under Article 7-D of the RPAPL is the best way to secure a resolution that stabilizes the housing situation, settles rent claims and improves living conditions.**

**A:** These actions are allowed, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

**Q: Another effective way of stabilizing housing as quickly as possible through provision of legal assistance is to avert the filing of an eviction action by enforcing rent stabilization laws before DHCR, such as tenants filing overcharge complaints and tenants opposing landlords’ petitions for administrative review. This can include affirmative filings in Supreme Court against private landlords, seeking to enforce rent stabilization laws. Are we correct in understanding that legal assistance related to rent stabilization laws, as described above, is allowable?**

**A:** These actions are allowed, to the extent that it applies to individual households and not to a “class action” situation; it also cannot trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract.”)

**Q: Another effective way of stabilizing housing as quickly as possible through the provision of legal assistance is by filing affirmative cases seeking restoration to apartments, in cases of illegal eviction, or restoration of essential services, when repairs are needed, including RPAPL Article 7-D proceedings. Are we correct in understanding that Art. 7-D proceedings, essential services proceedings, and illegal lockout filings are allowable? If yes, tenants may owe rent arrears even with orders directing rent reductions, and through paying the arrears, eviction actions are prevented, and habitable housing is preserved. Are we correct in understanding that LSHSP can pay these rent arrears?**

**A:** These actions are allowed, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

Rental arrears payments in connection with a case for an eligible participant in an effort to preserve housing stability is an eligible expense.

**Q: Please define “advocacy” in relation to the following two references from the RFP, as well as explain what the distinction is between “advocacy” in these two references. “Advocacy on behalf of participant with landlords, judges, courts, and local service organizations and/or government entities” is listed as an eligible expense, but “Affirmative Housing Advocacy” is listed as ineligible expense.**

**Q: Please define “affirmative” in relation to “Affirmative Housing Advocacy and Litigation.”**

**Q: Please define “litigation” in relation to “Affirmative Housing Litigation.” For example, does litigation strictly mean court cases, or does it encompass administrative matters, such as DHCR and HUD matters as well? Is providing legal assistance to a pro se litigant in relation to**

**affirmative housing litigation also an ineligible expense, or is it strictly litigation where we are representing the client?**

**Q: Can providers use grant funds to file suits alleging unlawful discrimination against current or prospective landlords, where such suits are intended to prevent eviction or homelessness? The law provides numerous mechanisms for tenants to challenge lockouts, shutoffs, unlawful eviction threats, and other denials that create a risk of homelessness. Can providers use this grant funding to provide informal advocacy regarding issues such as this? Can providers use this grant funding to bring suits for injunctive relief regarding issues such as this? Can providers use this grant funding to bring suits which include claims for damages for issues such as this? Please identify any other permissible activities under this grant to challenge landlord abuses that create a risk of homelessness.**

**A:** These actions are allowed, to the extent that it applies to individual households and not to a “class action” situation; it also cannot trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract.”)

**Q: Can providers use grant funds to provide affirmative litigation and advocacy in other related services to avoid homelessness, such as child support petitions where the support is necessary to retain housing and prevent eviction?**

**A:** These actions are allowed, to the extent that it does not trigger the exclusionary provision of Section 1, General Provisions, I, of the master contract (meaning that “No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract”).

**Q: Can providers use grant funds to complete outstanding work on otherwise impermissible affirmative litigation cases that were permissible when opened under our current contracts?**

**A:** The above activities are considered eligible when they are provided on behalf of a tenant household with the overall aim of obtaining housing stability for that household. Ineligible Housing Litigation and Advocacy pertains to advocating for or lawsuits on behalf of groups of tenants or tenants in general with an aim of changing or affecting landlord tenant laws in a locale or on a statewide level.

**Q: A possible outcome of representation before DHCR is that tenants owe rent arrears, and by paying these arrears, no eviction action will be filed. Are we correct in understanding that LSHSP can pay these rent arrears to stabilize the tenancy?**

**A:** Yes, rental arrears payments in connection with a case for an eligible participant in an effort to preserve housing stability are an eligible expense.

**Q: “They may also provide direct rental arrears payments in conjunction with a case that has advanced toward court proceedings.” Does “advanced toward court proceedings” include cases in which a predicate notice (either a notice of termination which precedes a holdover action or a**

**rent demand which precedes a nonpayment action) has been served? Do cases in which a subsidy provider has issued a termination notice threatening the voucher/subsidy, requiring payment of arrears also qualify?**

**A:** Yes, rental arrears payments in connection with a case for an eligible participant in an effort to preserve housing stability are an eligible expense.

**Q: Are we correct that LSHSP rent arrears funds can be used to pay court ordered attorney's fees and costs and disbursements resulting from eviction proceedings?**

**A:** Yes, the funds can be used to pay Court fees on behalf of a tenant with an active case.

**Q: Can rental arrears be paid to satisfy a rent demand, termination/non-renewal notice, or other overt threat of eviction, which is a step in advancing towards court proceedings?**

**A:** Yes, rental arrears payments in connection with a case for an eligible participant in an effort to preserve housing stability are an eligible expense.

**Q: Can rental arrears be paid to resolve a threat of subsidy termination which could lead to eviction even if no eviction proceeding has yet been filed?**

**A:** Rental arrears payments may be used to satisfy active proceedings, threats of active proceedings or negotiated settlements.

**Q: Can rental arrears be paid in a case where a warrant has already been issued but will be purged if payment is made?**

**A:** Yes, rental arrears payments in connection with a case for an eligible participant in an effort to preserve housing stability are an eligible expense.

**Q: Can rental arrears be paid in a case in which a settlement is reached where a warrant can be issued if payments are not made**

**A:** Rental arrears payments may be used to satisfy active proceedings, threats of active proceedings or negotiated settlements. Court and attorney fees on behalf of a tenant are eligible expenses and do not have to be included in the 15% limit of rental arrears. These fees may be included in the applicant's budget as a separate expense such as an 'operating expense'.

**Q: Section 1.6 states that "any arrears payments made by LSHSP should ultimately retain housing." Please confirm that a good faith belief that the current threat of eviction will be fully resolved with payment of the rental arrears satisfies this requirement. If not, how will success and compliance with this requirement be measured?**

**A:** If an arrears payment will be issued using LSHSP funds, a best practice is to have a signed agreement from the landlord that the tenant will no longer be at risk of eviction from the current residence. OTDA understands this may not always be obtained, and therefore a good faith belief, where details are documented in the client file by LSHSP staff, would be acceptable.

**Q: The stated allowable Area Median Income for rental arrears is 80%. Is there an income test for legal assistance, and if so, what is it?**

**A:** A standard income limit is not being applied unless the tenant's landlord is receiving rental arrears, in which case income should be at or below 80% AMI.

**Q: Section 1.6 of the RFP indicates that "In no event, should properties that are owned by the awardee or parent, subsidiary or affiliated organization of the awardee be allowed to receive payment for rental arrears assistance on behalf of a client." Please confirm that this does not prohibit entities which are associated or affiliated with subcontractors of the awardee from receiving payment for rental arrears assistance on behalf of a client, so long as the subcontractor receiving the payment is not responsible for final approval of any payments made to them.**

**A:** This section does prohibit entities which are associated with or affiliated with subcontractors of the awardee from receiving payment for rental arrears assistance on behalf of a client. As stated on page 5 of the RFP, "In no event, should properties that are owned by the awardee or parent, subsidiary or affiliated organization of the awardee be allowed to receive payment for rental arrears assistance on behalf of a client."

**Q: Section 1.6 of the RFP prohibits funding for the "salary of any personnel related to other programs funded by your agency". Please confirm that this prohibition is limited to prohibiting grant funds from paying the salary or a portion of the salary of an employee which is already paid by other agency funding sources. If this understanding is not correct, please clarify what is meant by personnel "related to other programs".**

**Q: Section 1.6 of the RFP prohibits funding for the "salary of any personnel related to other programs funded by your agency". Please confirm that this language does not prohibit providers from dividing an employee's time between this funding and other funding.**

**A:** An employee's time and therefore salary and fringe may be divided between this grant and work on other grants which would necessitate appropriately charging time to each source. When an employee's time is divided, the portion of time being charged to this grant should be documented and this grant should be commensurately charged. Applicants may not charge salary and fringe for an employee when the employee is not directly working on this project.

**Q: The RFP talks about providing legal assistance to tenants. Sometimes tenants are not available to be our clients, but occupants, e.g., partners and roommates of tenants, are available to be our clients. Are we correct that we would be allowed to represent occupants in addition to tenants?**

**A:** Yes, occupants such as partners, roommates or children can receive representation under the LSHSP if the residence is not owned by the person receiving representation.

**Q: Would a mediator employed by a subgrantee to perform mediation services between landlords and tenants be a permissible position to fund under the LSHSP? Specifically, would**



**such a role fall within the ambit of "case manager" or similar eligible position categories? We would appreciate clarification on whether OTDA contemplates subgrantee mediators as an eligible use of LSHSP funds, and whether such positions would appropriately be categorized as case managers or require a separate position classification in the budget.**

**A:** Mediation services between landlords and tenants is an eligible expense. Mediation services may be performed by the main contractor or a subcontractor. If an entity is performing mediation services, the activity should be described in the proposed budget and in the relevant application questions.

## **Budget**

**Q: On the Salary section of the budget, should each individual staff person be listed separately or should same titles be grouped together as one line?**

**A:** Positions may be grouped by title or listed separately. Do not include current staff names, only use titles. In all instances, please make sure Percent Effort times Annual Salary works out mathematically to equal Grant Funds requested. As an example, if there are five staff attorneys who earn \$95,000 annually and they will work 100% on the project, you may use five lines to show each one at \$95,000 Grant Funds request, or you may indicate '5 Staff Attorneys' for a Grant Funds request of \$475,000.

**Q: Currently, our organization is requesting the 15% de minimis rate for indirect/administrative costs. In addition, we have certain OTPS costs that we are classifying as direct costs because they are allocable to the contract based on the FTEs charged and can be specifically identified to this program. In the guidance provided, administrative costs are described as potentially being either direct or indirect, depending on whether they benefit a single program or multiple programs. As stated: "Administrative Costs can be both Direct Costs and Indirect Costs. Direct Costs are for activities that benefit one specific program or objective and can be identified to one specific contract. Indirect Costs are for activities that benefit more than one program or objective and, therefore, cannot be identified to only one specific contract." Based on this language, we want to confirm our understanding that administrative AND/OR OTPS costs that are directly allocable to this contract (e.g., distributed based on FTEs and benefiting only this program) may be treated as direct costs, in addition to applying the 15% de minimis rate for organization-wide indirect costs.**

**A:** Up to 15% of the grant award may be used for both direct and indirect Administrative Costs, unless more is pre-approved by OTDA. Administrative Costs are the reasonable, necessary and allowable costs associated with overall program management and administration which are not directly related to the provision of program services. Administrative Costs can be both Direct Costs and Indirect Costs. Direct Costs are for activities that benefit one specific program or objective and can be identified to one specific contract. Indirect Costs are for activities that benefit more than one program or objective and, therefore, cannot be identified to only one specific contract. Indirect Costs are generally organization-wide costs and classified under functional categories such as general maintenance and operation costs, general office and administrative costs, or general overhead. Both Direct and Indirect Administrative Costs can incorporate an array of personnel (staffing) and non-personnel costs, where such costs are not directly related to the provision of program services. Examples of Administrative Costs can include, but are not limited to, human resources, legal support, accounting services, public relations, office

support, information technology, audit services, postage, office supplies, etc. While Indirect Administrative Costs do not need to be itemized, all Direct Administrative Costs must be itemized. Contractors may use an Indirect Cost Rate (ICR) approved by a federal agency. For contracts funded by State funds only an ICR approved by the City of New York may be used. In all instances, documentation of such approval must be provided. Contractors that do not have an approved ICR can use a de minimis rate of up to 15%. The ICR must be applied against the value of the total budgeted Direct Costs, including both Direct Program Costs and Direct Administrative Costs, to calculate the maximum value of allowable Indirect Administrative Costs, and such value must still be within the overall 15% limit on Administrative Costs. Contractors must ensure that no costs are budgeted or claimed as both Direct Costs and as Indirect Costs. OTDA retains the right to audit to ensure that all costs are being accounted for appropriately.

**Q: Would Rental Assistance be considered as a Direct cost that we can include in our indirect rate base calculation?**

**A:** Rental arrears payments made from this program on behalf of a program participant would be considered a direct cost.

**Q: Will payment of an advance on the contract funds be available, and if so, what percentage?**

**A:** Yes, a 25% advance of the annual award will be available to awardees upon request and an executed contract.

**Q: Under this RFP, may an agency utilize an internal Benefits Department and RFP funds to expand its capacity in order to provide entitlement screening, application assistance, and ongoing benefits maintenance to the proposed client population?**

**A:** Entitlement screening, entitlement application assistance and ongoing entitlement benefits maintenance are eligible activities under the RFP when they are provided on behalf of a tenant experiencing housing instability and with the overall aim of obtaining housing stability for that household.

**Q: Does this RFP allow agencies to focus primarily on case management services while referring legal services (e.g., SSI/SSDI representation) to external providers?**

**A:** The primary focus is to provide free legal services with attorneys on staff that can offer legal advice, advocacy, counsel and can defend tenants in a court of law in the State of New York. This does not preclude eligible applicants from entering into subcontracts with agencies that provide case management services.

**Q: Under this RFP, may an agency utilize its internal Benefits Department to coordinate advocacy and counseling-related supports in a manner that is consistent with the RFP's Housing First and low-barrier principles?**

**A:** Coordinating advocacy and counsel-related support are eligible activities when they are provided on behalf of a tenant experiencing housing instability and with the overall aim of obtaining housing stability for that household.

## **Applicant Questions**

**Q: Question 15 asks how the program is integrated with other community providers, whereas Question 12 asks applicant to describe what specific services will be provided by referral agencies. Please clarify how we should distinguish the information we provide in answer to Question 15 from the answer in Question 12.**

**A:** Question 15 states ‘Describe how the proposed program will be integrated with other programs and services within the agency and how it is integrated in the community.’ Applicants should focus their response on the larger community working within the homeless services delivery system. Question 12 states ‘Describe how support services for individuals and families facing housing instability will be structured in the proposed LSHSP program. Include what specific services will be provided by the proposed program and what specific services will be provided by referral agencies. MOUs/linkages for referral services with other NFPs should be uploaded in the Events and Comments section of SFS.’ Applicants should specify services being provided to participants as part of the resolution of their housing instability incident with LSHSP support. It is possible that there may be some overlap between these two responses.

**Q: Question 16 asks how the applicant is qualified to implement, whereas Question 6 requires applicant to prove experience in serving and responding to requests for assistance from tenants at risk. Please clarify how we should distinguish the information we provide in answer to Question 16 from the answer in Question 6.**

**A:** Question 6 states ‘Provide a brief overview and history of your agency. Include your agency’s experience in serving and responding to requests for assistance from tenants at risk of homelessness.’ Responses to question 6 should focus on providing a brief overview and history of the applicant’s agency as a whole with the inclusion of the applicant agency’s past experience assisting tenants at risk of homelessness. Question 16 asks applicant to ‘Describe how your organization is qualified to implement the proposed program model. ‘Responses to Question 16 should refer to the program model which has been described and explained in questions leading up to number 16.

## **Documents which must accompany the application**

**Q: Should applicants fill out OTDA Staffing Plan form #4934 for the staff intended for this specific contract or for their total workforce?**

**A:** Form #4934 should reflect staff who will be working under the LSHSP grant if known at the time of application.

## **Documents to keep on file at agency, the Confidentiality/Non-disclosure Agreement**

**Q: Section 4.2 of the RFP indicates that “Should an award result from this RFP, the following [confidentiality/non-disclosure agreement] document should be completed by employees working on the project.” Please confirm what is meant by “employees working on the project.” Does this include awardee staff who provide support to the project, such as Human Resources, technology staff, administrators, etc?**

**A:** Any member of staff that has access to a participant's identity should sign the agreement.

**Q:** Does the Confidentiality/Non-Disclosure Agreement include non-employees, such as volunteers or contractors of the awardee?

**A:** Yes, anyone who has access to a participant's identity.

**Q:** Are subcontractors of the awardee subject to the same requirements, or does the applicability of the NDA differ for subcontractors and their staff, volunteers, and contractors?

**A:** Yes, contractors and subcontractors are subject to the requirements.

**Q:** The form NDA indicates "I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA)." i. Please confirm that the copying and disclosure of Protected Information regarding a program applicant/client with that applicant/client's consent is expressly permitted by OTDA under the terms of the contract.

**A:** Yes, that's correct.

**Q:** Please confirm that the copying and disclosure of Protected Information as permitted under the New York State rules of professional conduct governing attorneys is expressly authorized by OTDA.

**A:** Yes, that's correct.

**Q:** The form NDA indicates "I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA." Please confirm that OTDA is providing ongoing general permission authorizing providers to maintain and update provider software and hardware necessary or helpful in the pursuit and management of provider operations.

**A:** Yes, that's correct.

**Q:** The form NDA indicates "I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure." Please confirm that the storage of Protected Information within private locked buildings and/or rooms satisfies this requirement regarding physical media with Protected Information.

**A:** Yes, that's correct.

**Q: The form NDA indicates “I agree that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement or any Protected Information shall be disseminated in any way to the public.” As written, this clause prohibits us from sharing client stories, with their consent, including to news media, funders, Office of Court Administration employees, and others. Sharing such information is important to advance client goals, raise awareness about our work and the challenges of tenants facing eviction, and raise funds for program services. Why does this NDA require providers to refrain from protected speech on behalf of clients who encounter challenging or unjust circumstances, or experience successful outcomes, and who want us to share this information?**

**A:** OTDA agrees that participant stories are beneficial to raise awareness about the work and for fundraising, but true names and identities should not be disclosed in such stories.

**Q: The form NDA contains a Section B, which appears to be targeted toward Child Support Enforcement Unit staff. Please confirm that since providers will not have access to state child support systems, the provision of Section B of the form NDA do not apply and can be stricken before signing, with the understanding that child support information received from other sources will be treated in the same manner as other protected confidential information.**

**A:** Clauses should not be removed. If it does not apply to your agency, you may write NA next to the clause.

**Q: If vendors find the NDA or confidentiality provisions unusually broad or have other concerns based on the definition of “employees working on the project” inquired about above, may the terms be negotiated following award of the grant? Should an award result from this application and concerns arise, the applicant may approach OTDA at that time.**

**A:** Generally speaking, terms are not negotiable, but clarifying information may be considered.